

AMENDED AND RESTATED

BYLAWS

OF

WESTON POINTE ASSOCIATION, INC.

WESTON POINTE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association", does hereby adopt the following Amended and Restated Bylaws:

ARTICLE I.

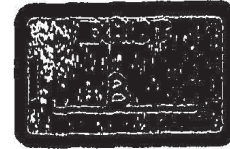
IDENTITY AND DEFINITIONS

The Association has been organized for the purpose of promoting the health, safety, and welfare of the owners of lots located within Weston Pointe, a subdivision in Sarasota County, Florida, and performing all duties assigned to it under the provisions of the "Declaration of Restrictions for Weston Pointe" recorded in Official Records Book 2543, Page 2189, of the Public Records of Sarasota County, Florida (the "Restrictions") and the "Declaration of Maintenance Covenants and Restrictions of The Commons for Bay Isles" recorded in Official Records Book 1116, Page 1858, of the Public Records of Sarasota County, Florida (the "Covenants"). The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions and authorizations contained in the Restrictions and the Covenants.

Except as provided herein to the contrary, all current and future members, guests, invitees, servants, agents, employees, tenants and occupants, and any other person who shall be permitted to use the facilities or property of the Association, or any lot within Weston Pointe shall comply strictly with these Bylaws, the Articles of Incorporation, Restrictions and the Covenants and such other rules and regulations promulgated by the Association as may be lawfully amended from time to time. Ownership, rental or occupancy of any lot within Weston Pointe conclusively shall be deemed to mean that the owner, tenant or occupant has accepted and ratified these Bylaws, the Articles of Incorporation, the Covenants and the Restrictions and such other rules and regulations promulgated by the Association and will comply with the same. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Association on behalf of members.

All words and terms used herein which are defined in the Restrictions or the Covenants shall be used herein with the same meanings as defined in those instruments.

•• OFFICIAL RECORDS ••
BOOK 2730 PAGE 2813



ARTICLE II.

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at Post Office Box 8057, Longboat Key, FL 34228 or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III.

MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members shall be as set forth in Article IV and Article V of the Association's Articles of Incorporation.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing at least one-third of the total votes of the Association as determined in the manner set forth in Article V of the Association's Articles of Incorporation.

3. Votes may be cast in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

4. Where an individual lot is owned by more than one person or by a corporation or entity, the vote shall be cast by the person named in a voting certificate designating the holder of the "voting interest". The voting certificate will be signed by all of the record owners of the lot, and filed with the Secretary of the Association. If the lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate signed by the President or the Vice President of the corporation and attested by the Corporate Secretary or Assistant Secretary, and filed with the Secretary of the Association. A voting certificate filed with the Secretary of the Association shall be valid until revoked by subsequent certificate or upon a change in the ownership of the lot. If a voting certificate is not filed, that vote shall not be considered in determining a quorum or for any other purpose. If a lot is owned by a husband and wife, they do not need to designate a Voting Interest. Whoever is present at the meeting, may vote the lot's vote. If a decision cannot be reached as to how to vote, however, that lot cannot vote on the disputed questions.

In any meeting, each Voting Interest shall be entitled to cast one vote on the issues which the Voting Interest is entitled to vote. Each lot shall be entitled to one Voting Interest. Voting Interests shall not otherwise be divisible. For any particular meeting, the

Voting Interest shall be determined by ownership of lots not less than five (5) days prior to that meeting.

5. The number of votes to which any member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than sixty (60) days or less than ten (10) days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date of the notice of such meeting. The determination of the number of votes to which any member is entitled as of the record date shall be final, and no conveyance or acquisition of any lot arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.

6. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Restrictions, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half (1/2) of the total votes of the Association membership represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all matters.

7. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws, the Articles of Incorporation, the Restrictions, or the Covenants to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV.

ANNUAL AND SPECIAL MEETINGS OF MEMBERS

1. An annual meeting of the membership of the Association shall be held each year during December or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-third of the total votes of the Association.

3. Notice of all members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed, shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than fourteen (14) days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Associations Minute Book. Any member may, by written waiver of notice signed by such member, waive such notice, and such Waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of notice to such member. Where a lot is owned by more than one person, the Association shall provide notice, for meetings and all other purposes to the address which one or more of the owners of the lot shall so advise the Association in writing, or if no address is given or the owners of the lot do not agree, the address provided on the deed of record.

4. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws, or the Restrictions, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

6. Wherever the vote of members at a meeting is required or permitted by these Bylaws, the vote shall be at a duly noticed meeting of the members, except such meeting and vote may be dispensed with if the required percentage of Voting Interests who would have been entitled to vote upon and approve the matter if such meeting were held, shall consent in writing to the action being taken.

7. The order of business at annual members' meetings, and, as far as practical at any other meetings of members, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of Notice of Meeting and Waiver of Notice;
- c. Reading of minutes;

- d. Reports of officers;
- e. Reports of committees;
- f. Election of Directors; SUBJECT, HOWEVER, to all provisions of these Bylaws and the Articles;
- g. Unfinished business;
- h. New business;
- i. Adjournment.

Members shall have the right to participate in meetings of lot owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of lot owner participation.

ARTICLE V.

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. The number of Directors may be changed from time to time by resolution of the Board but may never be less than three (3). A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

ARTICLE VI.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 1. The Board of Directors shall have power:
 - (a) To call meetings of the members:
 - (b) To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such

security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.

(c) To establish, levy, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish such uniform rules and regulations governing and restricting the use and maintenance of the lots and improvements thereon and other property owned by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the members.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.

(g) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association (except as may be expressly reserved to the members) by the Restrictions or Covenants or by the Articles of Incorporation of the Association.

(h) To make, levy and collect assessments against lots to defray the costs of the operation of the Association and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association, including but not limited to the acquisition, operation and maintenance of the subdivision and/or common property and the repair, replacement and improvement of the same.

(i) To acquire, hold title to, operate, lease, manage and otherwise trade or deal with property, (including creating easements), real and personal, including lots within the subdivision on behalf of the Association and for the use and benefit of its members, as may be necessary and convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Articles of Incorporation, Bylaws, Covenants and Restrictions and as may be appropriate.

(j) To grant, or accept, licenses, easements, permits, leases, or privileges to any individual or entity, including non-lot owners, to the Association Property, and to alter, add to, relocate or improve the same.

2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs.
- (b) To supervise all officers, agents, and employees of the Association and to see that their duties are properly performed.
- (c) With reference to assessments of the Association:
 - (1) To fix the amount of the assessment against each lot for each fiscal year in accordance with the provisions of the Restrictions, the Articles of Incorporation, and these Bylaws; and
 - (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and
 - (3) To send written notice of each assessment to every member subject thereto.
- (d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- (e) To make payment of all ad valorem taxes assessed against the Association Property, both real and personal.
- (f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance, and other operating expenses.
- (g) To enforce by appropriate legal means the provisions of the Restrictions, the Articles of Incorporation, and these Bylaws.

ARTICLE VII.

MEETING OF DIRECTORS

- 1. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members.
- 2. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived.

5. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the corporate minutes.

6. Any action required or permitted at a Board of Directors meeting or committee meeting may be taken without a meeting if the action is taken by all members of the Board or of the committee and is evidenced by one or more written consents describing the action taken and signed by each Director or committee member.

ARTICLE VIII

OFFICERS

1. The officers of the Association shall be a President, Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified or until his earlier death, resignation, or removal.

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all leases, mortgages, deeds, and all other written instruments affecting the Association Property.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall keep the records of the Association and shall maintain a roster of the names of all members of the Association, together with their addresses as registered by such members.

8. The treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

9. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

ARTICLE IX

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in the Restrictions and the Articles of Incorporation, shall be supplemented by the following provisions:

1. The fiscal year of the Association shall be the calendar year.

2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each lot subject to assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or

in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Notice of the annual assessment levied against each lot, together with a copy of the budget as adopted by the Board of Directors, shall be transmitted to each member on or before December 15 of the year prior to the fiscal year for which the budget is made. The annual assessment shall be payable in quarterly installments on the first day of the first, fourth, seventh, and tenth months of the fiscal year.

4. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

5. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

7. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

8. The Board shall have the power to fix, determine and collect from all members, the sums necessary and adequate to provide for the operating expense of the Association and such other expenses as are determined by the Board. Should the Board at any time determine that the assessments levied are or prove to be insufficient to pay the cost of operation of the Association or should any emergency arise, the Board shall have the authority to levy such additional assessments as it may deem necessary.

All assessments levied by the Board shall constitute a lien against each lot and shall have the priority afforded to it by law. Each lot owner shall be personally liable to the Association for the payment of all such assessments. In the event of a default in any such payment, the lot owner shall be personally liable for interest on such delinquent payment and for all costs of collecting such payment and interest thereon, including reasonable attorneys' fees. No lot owner may exempt himself or herself from liability for any assessment levied against him or her by a waiver of use and enjoyment of any Association property or by abandonment of the lot. Each lien herein granted to the Association shall be

effective upon recording a Notice of Lien in the Public Records of Sarasota County, Florida. The Notice of Lien shall state the description of the lot encumbered thereby, the name of the record owner, the amount due and the date when due. The lien shall continue in effect for a period of one (1) year. Such lien shall include assessments which are due and payable when the Notice of Lien is recorded and all subsequent assessments, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon all as above provided. Such Notice of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record.

A lot owner, regardless of how title is acquired, including a purchaser at a judicial sale, or a Deed in Lieu of Foreclosure, shall be liable for all assessments coming due while he/she is a lot owner. In a voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor for his/her share of the Association expenses up to the time of the conveyance, without prejudice to any right the Grantee may have to recover from the Grantor the amount paid by the Grantee.

9. Except as specified to the contrary, assessments levied by the Board as provided herein or pursuant to the Covenants and Restrictions, shall be assessed equally against each lot owned by a member (i.e., 1/15 per lot). Should the Association be the owner of any lot(s), the assessment, which otherwise would be due and payable to the Association on such lot(s), shall be levied ratably among all of the lot owners excluding the Association, reduced by any income derived from the leasing of such lot(s) by the Association. All assessments and charges shall be payable monthly in advance, without notice, and shall be due on the first day of each month, unless otherwise required by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. FAILURE TO PAY ANY ASSESSMENT OR CHARGE WITHIN TEN (10) DAYS FROM THE DATE DUE, SHALL CAUSE SUCH ASSESSMENT OR CHARGE TO BEAR INTEREST AT THE RATE EQUAL TO THE MAXIMUM RATE THEN ALLOWED TO BE CHARGED TO INDIVIDUALS IN THE STATE OF FLORIDA AGAINST THE DEFAULTING LOT OWNERS.

10. In the event of a default by a Lot Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law. The liability of the lot owner shall include liability for a reasonable attorneys' fee at all levels of proceeding and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the lot owner may, in the discretion of the Court, be required to pay a reasonable rental for the lot, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

If a lot owner shall be in default in the payment of any assessment and the Association has filed a claim of lien, the Board may accelerate the remaining installments, if any, for, in its discretion, up to the next twelve-month period. Upon notice thereof to the lot owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than 15 days after delivery of or the mailing of such notice to the lot owners.

At any foreclosure sale of a lot, the Association or its designee may acquire the lot being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Association to acquire a lot at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so. The provisions hereof are permissive in nature and for the purpose of setting forth the power of the Association. The Association may also acquire lots in the event damaged lots are not restored pursuant to the provisions of the Association documents.

ARTICLE X

COMPLIANCE

In the event of a violation (other than the nonpayment of an assessment) by the lot owner (or others) of any of the provisions of the Articles, these Bylaws, Covenants and Restrictions or the Rules and Regulations adopted pursuant to any of same, the Association shall notify the lot owner (or offending party) by written notice of said breach, transmitted by mail. If such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available. No action taken shall be deemed an "election of remedies". The lot owner or offending party shall reimburse the Association (or management firm, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in maintaining such action. Any violations which are deemed by the Board to be a hazard to public health or safety or other matter which requires the Association to expend funds to protect the interests of the Association or the lot owners may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the lot owner and/or offending party as a specific item.

Each lot owner shall be liable for the expense, maintenance, repair or replacement of Association Property rendered necessary by the act, neglect or carelessness of the lot owner, or by that of any member of the lot owner's family, the guests, employees, agents or lessees or occupants of the lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by the use, or misuse, of Association Property by any lot owner. Nothing herein contained, however, shall be construed so as to modify any waiver

by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said lot owner as a specific item.

The above shall include any assessments or charge due by virtue of a management agreement with a management firm (if any) and such management firm shall also have the right to bring such actions and the right to obtain such relief in the name of the Association, including damages, attorneys' fees and costs, to enforce the provisions thereof.

The failure of the Association or of a lot owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Covenants and Restrictions, the Articles of Incorporation, the Rules and Regulations of the Association or these Bylaws shall not constitute a waiver of the right of the Association or lot owner to enforce such right, provision, covenant or condition in the future.

Termination of membership in the Association shall not relieve any party from liability, financial or otherwise, incurred by that party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

ARTICLE XI

OFFICIAL SEAL

The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE XII

BOOKS AND RECORDS

The books, records, and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

ARTICLE XIII

AMENDMENTS

These Bylaws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors.

The foregoing instrument was adopted as the Amended and Restated Bylaws of the Association at a meeting of the Board on the 8th of JULY, 1994.

By: [Signature]
Its: PRESIDENT

ATTEST:

By: [Signature]
Its: Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared TERRY L. MATHIS, who is personally known by me or has produced _____ as identification, and he/she acknowledged to me under oath the he/she executed the foregoing instrument as Pres of the WESTON POINTE ASSOCIATION, INC., under due authority vested in him by the Association and that the seal affixed thereto is the true corporation seal of said corporation.

WITNESS my hand and official seal this 28th day of MARCH, 1995.

[Signature]

Signature of Notary Public
State of Florida at Large



ANTHONY D. BARTHOLME
MY COMMISSION # CC 101534 EXPIRES
APR 7, 1998
BONDED THROUGH TROY FAIR INSURANCE, INC.

(Notary Seal)

Print Name of Notary Public

Commission Number:
My Commission Expires:

0597001\bylaws.adr

RECORDED IN OFFICIAL
RECORDS
95 APR 21 PM 2:52
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL