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**AMENDED AND RESTATED BY-LAWS  
OF GREEN BRIAR VILLAGE CLUB**

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## **ARTICLE I**

### **NAME AND LOCATION**

The name of the corporation is GREEN BRIAR VILLAGE CLUB, INC., hereinafter referred to as the "Club." The principal office of the corporation shall be located at 10151 Gifford Boulevard, Orlando, Florida 32821, but meetings of members and directors may be held at such places within the State of Florida, County of Orange as may be designated by the Board of Directors.

## **ARTICLE II**

### **GENERAL MEMBERSHIP MEETINGS**

#### **Section 1. Meetings:**

All General Membership meetings shall be held at 10151 Gifford Boulevard Orlando, Florida, in the month of November. The meeting shall be held on the first Tuesday of the month at 7:00PM if not a legal holiday under the laws of the State of Florida, and if a legal holiday, then on the next succeeding business day. The November meeting shall be designated as the Annual Meeting.

#### **Section 2. Special Meetings:**

Special membership meetings may be called by the President with the consent of the Board, as needed. A special membership meeting must be called upon written petition of twenty-five (25) members in good standing, within thirty (30) days of such petitions to the President.

#### **Section 3. Notice of Meetings:**

Notice of each meeting, stating the time, place and in general terms the purposes therefore, shall be published at least two (2) days prior to the meeting.

#### **Section 4 Absentee Ballots:**

- a. Each member may cast his (her) vote either in person or by absentee ballot for each lot owner in fee simple by the member, solely or jointly or by a corporation owning a lot or lots.

- b. Absentee (mail) ballots must be filed with the Secretary at least three days prior to the time set for voting.
- c. There shall be no proxies.

Section 5. Quorum:

At any meeting of the members, a quorum shall consist of members holding five (5%) percent of total membership, for any action except as otherwise provided in the Articles Incorporation, the Declarations, Covenants and Restrictions, or these By-Laws.

**ARTICLE III**

**BOARD OF DIRECTORS**

Section 1. Number of Members:

The business and affairs of this corporation shall be managed by a Board of Directors. The Board of Directors shall consist of nine members to be elected from the general membership. The elected board will choose a President, a Vice-President, a Secretary, and a Treasurer from among its members, such choices to be made annually.

Section 2. Regular Meetings:

The Board shall meet not less than once each month for the transactions of business, at such place as may be designated from time to time.

Section 3. Special Meetings:

Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board in Green Briar anytime, provided reasonable notice of such meeting shall be given to each member of the Board before the time Appointed for such meetings.

Section 4. Quorum:

The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors for the time being in office shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. Chairman:

At all the meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Directors present, shall preside.

Section 6. Terms of Members of the Board:

Immediately after the Board of Directors has been elected for the year and has assembled it shall serve for the term of one year. In the event a quorum cannot be reached, in accordance with Florida Statute 720, the Board of Directors will roll over for another year.

Section 7. Annual Report:

The Board of Directors, after the close of the fiscal year, shall submit to the members a report as to the condition of the Club and its property, and shall submit also an account of the financial transactions of the past year.

Section 8. Vacancies in the Board:

Whenever a vacancy in the membership of the Board occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Club to serve the unexpired term of the vacancy.

Section 9. Compensation:

No Director shall receive compensation for any service rendered to the Club. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 10. Action Taken Without a Meeting:

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 11. Powers and Duties of the Board of Directors:

a. Powers

The Board of Directors shall have the power to:

- (1) Adopt and publish rules and regulations governing the use of the common area and recreational facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(2) Suspend the voting rights and the rights to the use of the recreational facilities and lawn maintenance service of a member during any period in which such member shall be in default in the payment of dues and/or assessments levied by the Club. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

(3) However, in the case of flagrant and/or repeated violations, the Board may suspend such rights for longer periods or revoke them entirely,

(4) Exercise for the Club all powers, duties and authority vested in or delegated to this Club and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declarations.

(5) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(6) Employ a manager, an independent contractor or such other employee as they deem necessary, and to prescribe their duties.

b. Duties:

It shall be the duty of the Board of Directors to:

(1) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each of the four General Meetings of the members, or any special meetings when such statement is requested in writing by twenty-five (25) of the members who are entitled to vote.

(2) Supervise all officers, agents and employees of the Club, and to see that their duties are properly performed.

(3) As more fully provided in the Declaration, to:

(a) Fix the amount of annual dues and/or assessment against each member at least thirty (30) days in advance of each annual or assessment period; which annual dues and/or assessment may be increased or decreased during each year, provided that the total annual dues per member for the ensuing year shall not exceed the maximum annual dues and/or assessments then in effect for the current year.

- (b) Send written notices of all dues and/or assessments and adjustments thereto to each member subject thereto at least thirty (30) days in advance of each annual dues or assessment period and the effective date of each adjustment, provided that failure to timely send said notification shall not invalidate any such annual dues or assessments or adjustment thereto.
- (c) Collect any dues and/or assessments which are not paid within thirty (30) days after due date, and shall have the right to bring an action at law against the owner personally obligated to pay the same. Revoke all club privileges of any member who may be more than thirty (30) days in arrears of any dues or assessments.
- (4) Issue, or cause an appropriate officer to issue, upon demand by a member of his own account, a certificate setting forth whether or not any dues and/or assessments have been paid. A reasonable charge may be made by the Board for the assurance of these certificates. If a certification states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (5) Procure and maintain adequate liability and hazard insurance on property owned by the Club.
- (6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate.
- (7) Cause the property under control of the Club to be maintained.
- (8) Provide lawn maintenance services for members.

c. Duties of Officers and Committees

The Board shall establish the following Committees:

- Finance
- Membership
- Building and Grounds
- Contracts and Purchasing
- Security
- Social Activities

The President shall appoint a Board member as chairperson of each committee and no Board member shall chair more than one committee at one time except in an emergency when the Vice

President shall act pro tem. Any chairperson may be removed by a vote of the majority of the Board for excessive absence or failure or inability to act.

The Treasurer must be the chairperson of the Finance committee in addition to duties assigned to him. The Board may create any special committee necessary to assist in its governing of the club and make such rules for its creation, appointment of its members and governance as may be necessary for it to function not inconsistent with the constitution and By-Laws of the Club, or the laws of the State of Florida.

The following description shall serve (as a guideline only) to help delineate the duties and areas of responsibilities of officers and committees:

PRESIDENT:

Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Corporation and shall perform such other duties, as from time to time, may be assigned to said President by the Board.

VICE PRESIDENT:

Shall carry out decisions of the Board of Directors with regard to Club management and affairs, shall be liaison between the Board and all salaried employees of the Club, shall assume the duties of and exercise the powers of the President in his absence.

COMMITTEE FOR MEMBERSHIP:

Shall maintain accurate records of club members, solicit new members, issue identification and security cards, and guest passes. Advise members who are delinquent in dues and/or assessments. Post the rules of the Club as recommended by the Board of Directors and meet with members charged with violations of club rules.

TREASURER:

Shall have the custody of all the receipts, disbursements, funds and securities of the corporation, and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. Shall perform other duties from time to time, as assigned to him by the Board or the President. If required by the Board, shall give a bond for the faithful discharge of his duties in such sum as the board may require. He shall cause an

annual audit of the books of the Club to be made by a public accountant at the completion of each fiscal year.

COMMITTEE FOR BUILDING AND GROUNDS:

Shall advise the Board of Directors of needed repairs or maintenance to the building and grounds of the Club. Shall notify service contractors of necessary repairs, check that organizations or private parties using our facilities cause no damage and shall oversee lawn maintenance service.

COMMITTEE FOR CONTRACTS:

Shall review contracts for the Club grounds and equipment. Individual Chairpersons shall purchase with the approval of the Board of Directors.

COMMITTEE FOR SECURITY:

Shall supervise the security of the Clubhouse and grounds and the Club recreational areas and shall perform such other functions as the Board shall determine.

COMMITTEE FOR SOCIAL ACTIVITIES:

Shall be responsible for planning and coordinating social activities within the Club, subject to Board approval.

CORPORATE SECURITY:

Shall keep the minutes of all proceedings of the Board of Directors, and the minutes of the members meetings in books provided for that purpose; shall have custody of the Corporate Seal and such books and papers as the duties incident to the office of Corporate Secretary shall require, subject to control of the Board of Directors and the President, and shall also perform such other duties as may be assigned by the President.

d. Liability of Board:

No member of the Board of Directors shall be held liable for any mistake in judgment, and only for malfeasance or misfeasance.

## **ARTICLE IV**

### **MEMBERSHIP**

#### Section 1. Qualifications:

Only lot owners in GREEN BRIAR VILLAGE, or additions brought within the jurisdiction of the Club shall automatically become mandatory members of the Association. A member shall be entitled to (1) vote per lot owned. Where a lot is owned by more than one person, the vote for such Lot shall be exercised as agreed among themselves, but in no event shall more than one vote be cast with respect to any one lot. Whenever a member shall cease to own real property in GREEN BRIAR VILLAGE or additions brought within the jurisdiction of the Club, such member shall automatically be dropped from the membership of the Association.

#### Section 2. Members:

A member shall have all rights conveyed to an owner of record as created under Florida Statutes 617 and 720, as amended from time to time, except that such membership rights, including voting, lawn care privileges and amenity use rights, shall be suspended if the member is more than 60 days delinquent in the payment of dues or of the initiation fee if the Association sends a 14 day notice of its intent to suspend such rights. The member shall not be eligible for reinstatement of membership rights until the owner's account is brought current to a zero-dollar balance. Any costs and fees, including reasonable attorney's fees, incurred by the Association in terms of collection or suspension of membership rights shall be individually assessed to the owner's ledger and must be satisfied as additional amounts owed prior to the reinstatement of any membership rights.

#### Section 3. Manner of Admission:

Any person or business entity, including a trust, who takes legal title or beneficial interest to a Lot located within GREEN BRIAR VILLAGE, or additions brought within the jurisdiction of the Club, shall automatically become a mandatory member of the Association upon acceptance of that interest as evidenced by the date of the deed, deed in lieu, certificate of title, contract for deed or any other written document used to create an interest in land. Such acceptance of the interest in land shall be taken in lieu of a formal application for membership, and by acceptance of the interest in land, the new Owner shall be a mandatory member of the Association. Such mandatory membership cannot be waived or avoided by lack of use or lack of participation and is not subject to any off-set or other claims of the sort used to avoid payment of mandatory assessments.

#### Section 4. Membership Not Transferable:

No membership may be sold, assigned or transferred voluntarily or by will or by operation of law, except that a member may assign his right to become a member of the Club to a person to whom he has leased his Lot (a "Renter") for a period of not less than six (6) months, and such person holding a valid lease [a copy of which written lease must be provided to the Association along with the application for Special Membership else the Association will not consider the incomplete application] upon a lot shall become a Special Member of the Club upon execution and delivery of the form of membership application prescribed by the Club, together with payment of the Special membership fees therein prescribed. Special Membership fees shall be set by the Board of Directors from time to time and shall be listed in the application. During such times as a Special Member enjoys recreational use rights, lawn care privileges and other membership rights, the Owner of the Lot must forego those rights. Special Members will never have voting rights in terms of the Association's elections or member meetings, and those rights shall always be reserved and vested in the Lot's owner of record, but said owner may not exercise any other rights of membership. If the Owner is delinquent more than 60 days, the tenant's Special Membership rights shall be suspended without notice to the tenant and shall not be reinstated until such time as the Owner brings the account current, including the costs and fees, including attorney's fees, incurred by the Association. If the Owner is delinquent more than 60 days, then the Association may demand direct payment from the Special Member of his or her regular rental installment payment pursuant to Florida Statutes 720.3085(8) [2010], as amended from time to time, and any and all rental payments received by an association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine.

#### Section 5. Termination of Membership:

Each membership shall cease automatically when the member sells, assigns, transfers or otherwise disposes of his lot in GREEN BRIAR VILLAGE, or additions brought within the jurisdiction of the Club.

#### Section 6. Annual Dues:

Each member shall be required to pay annual dues, the amount of which shall be determined by the Board of Directors and may be changed from year to year by the Board of Directors. Annual dues for new members shall be pro-rated from the date ownership is acquired to the last day of the calendar year during which the new Owner became a mandatory member. Annual dues are due

January 1<sup>st</sup> of each year in full, however, Annual dues may be paid monthly, in 12 equal monthly installments beginning January 1<sup>st</sup> of each calendar year and continuing thereafter until paid in full. If a member does not pay the full amount of the Annual dues in January of the current assessment year, but rather opts to pay 1/12 of the assessments each month, the member shall be so entitled to do so, however, if the member fails to pay a monthly installment by the 10<sup>th</sup> of each month, then the member shall be subject to a \$10.00 late fee each month that the account carries a delinquent balance. If the Association incurs costs and fees, including attorney's fees and costs, in the collection of any assessment, then the member shall be responsible for such fees and costs, and such amount shall be individually assessed to the member and the Lot whether or not a lawsuit has been initiated. The Association has a continuing lien on each parcel to secure the payment of assessments and other amounts provided for by this section and has all rights and remedies to foreclose upon that lien pursuant to Section 720.3085, Florida Statutes [2010], as amended or restated from time to time.

Section 7. Initiation Fee:

Any person or business entity, including a trust, who takes legal title or beneficial interest to a Lot located within GREEN BRIAR VILLAGE, or additions brought within the jurisdiction of the Club, shall be responsible at the time of the transfer to pay an initiation fee to the Association in the minimal amount of \$500.00, or in any other such amount as set by the Board of Directors from time to time at a duly noticed meeting of the Board of Directors and as passed by a simple majority of the Board. The agent for the Association shall be entitled to charge a fee of \$299.00 for an estoppel or payoff letter, however, if there is a 'rush' or 'urgent' request for the estoppel or payoff letter, then the agent shall be entitled to charge an appropriate additional amount. The initiation fee shall be assessed on every title transfer, irrespective of whether or not the interest conveyed is legal, beneficial or equitable in nature. The only exception to the initiation fee is the addition of a spouse to title, or the removal of a spouse from title as pursuant to a divorce decree.

ARTICLE V  
LOSS OF PROPERTY

Section 1. Liability:

The Board of Directors shall not be liable or responsible for the destruction of, loss of, or damage to the property of any member or the guest of any member, or visitor, or other persons

ARTICLE VI  
DUES AND ASSESSMENTS

Section 1. Dues:

The Board of Directors shall have the right and power to subject the members to annual dues, which dues shall constitute the annual dues provided for in the Declaration of Covenants, Conditions and Restrictions. It shall be the duty of the Board of Directors to enforce and implement the provisions of the Declaration of Covenants, Conditions and Restrictions.

Section 2. Assessments:

The Board of Directors shall have the right and power to levy special assessments to members to cover operating losses.

Section 3. Use of Funds:

The funds raised by dues and assessments may be used for the purposes specifically stated in the Articles of Incorporation.

Section 4. Membership Approval:

Expenditures over five thousand dollars (\$5,000) for any single capital improvement will require membership approval.

ARTICLE VII  
NOTICE

Section 1. Notice:

Whenever according to these By-Laws or the Declaration of Covenants, Conditions and Restrictions, a notice shall be required to be given to the member, it shall not be construed to mean personal notice, but such notice may be given in writing by electronic mail (email) to recipient's email address as provided to the Association, by posting on the Association's website or on the property, or by depositing the same in a post office in Orange County, Florida, in a postpaid, sealed wrapper, addressed to such member at his address as the same appears on the books of the corporation, and at the same when such notice is posted shall be deemed the time of the giving of such notice.

Section 2. Waiver of Notice:

Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE VIII  
FISCAL YEAR

The fiscal year of the corporation shall end on the 31st day of December of each year.

## ARTICLE IX DEFINITIONS

### Section 1. "Club"

Shall mean and refer to GREEN BRIAR VILLAGE CLUB, INC., its successors and assigns.

### Section 2. "Club Properties"

Shall mean and refer to that certain real property described in the Plat of GREEN BRIAR VILLAGE, according to the Plat thereof as recorded in Plat Book 9, Page 101 through 103 of the Public Records of Orange County, Florida, and such other properties as may be acquired.

### Section 3. "Common Areas"

Shall mean all real property owned by the Club for the common use and enjoyment of the Owners.

### Section 4. "Lot"

Shall mean and refer to any plot of land shown as a lot upon the recorded subdivision maps of the properties, with the exception of the Common Area.

### Section 5. "Owner"

Shall mean and refer to the record owner, whether one (1) or more persons are entitled to the fee simple title to any lot which is any part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### Section 6. "Declaration"

Shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Comptroller of Orange County, Florida.

### Section 7. "Member"

Shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

## ARTICLE X COMMITTEES

Section 1. The Board of Directors may, in its discretion, establish such committees as may be deemed necessary or desirable, which may include: Nominating Committee, Recreation Committee, Maintenance Committee, Publicity Committee, Audit Committee, Calendar Committee, Social Committee, Education Committee, and Security Committee. Unless otherwise provided by the Board of Directors, each Committee shall consist of a chairman and two (2) or more members, and shall include a member of the Board of Directors for Board contact. Committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Board of Directors may appoint such other committees as it deems desirable, or disband any Standing Committee deemed not necessary.

Section 2. The Nominating Committee shall have the duties and functions described in Article XIII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Club, and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the recreational facilities of the Club, and shall perform each other functions as the Board, in its discretion, determines.

Section 5. The Publicity and Calendar Committee shall inform the members of all activities and functions of the Club and shall, after consulting with the Board of Directors, make such public release and announcements as are in the best interest of the Club.

Section 6. The Audit Committee shall supervise the annual audit of the Club's books and the balance sheet statement to be presented to the membership at its regular annual meeting, as provided in Article III, Section 7. The Treasurer shall be an ex-officio member of the committee. The Audit Committee shall not, however, become involved in proposing or approving the annual budget which shall be the sole responsibility of the Board of Directors.

Section 7. The Social Committee shall be responsible for the planning and coordinating of Social activities within the Club, subject to Board approval.

Section 8. The Education Committee shall arrange for instruction, lectures and workshops in areas of interest to the Club.

Section 9. The Security Committee shall supervise the security of the clubhouse and grounds and the Club recreational areas and shall perform such other functions as the Board shall determine.

Section 10. With the exception of the Nominating Committees, each committee shall have power to appoint a sub-committee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 11. It shall be the duty of each committee that may be established, to receive complaints from members about any matter involving Club functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate, or refer them to such other committee, director or officer of the club as is further concerned with the matter presented. The Board of Directors has overall responsibility for the action of the committees and can change and/or reverse any action taken by a committee if the Board of Directors considers such action to not be in the best interest of the Club and its members.

## ARTICLE XI BOOKS AND RECORDS

### Section 1. Books and Records

The books, records and papers of the Club shall always, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Club shall be available for inspection by any member at the principal office of the Club, where copies may be purchased at a reasonable cost. All such requests in this section shall be by appointment only.

## ARTICLE XII CORPORATE SEAL

### Section 1. Corporate Seal

The Club shall have a seal in circular form, having with its circumference the words:

GREEN BRIAR VILLAGE CLUB, INC.,  
Incorporated 1985, a corporation  
not for profit, Florida

ARTICLE XIII  
NOMINATIONS AND ELECTIONS

Section 1. Nomination:

Nominations for election to the Board of Directors shall be made by a Nominating Committee at the November meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Club. The Nominating Committee shall be appointed by the Board of Directors no later than the September General Meeting. The Nominating Committee shall nominate one (1) person to fill each vacancy. Other nominees may be nominated from the floor at the November meeting. Such nominations shall be made among members. Nominations will be closed at the November meeting. Ballots and absentee ballots will be printed for the January Meeting. No member of the Nominating Committee shall be eligible to run for election. The Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members. Further nominations may be made from the floor prior to the election and shall be added to the ballot.

Section 2. Elections:

Election to the Board of Directors shall be by secret written ballot. At such election the members may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes of each office shall be elected. Cumulative voting is not permitted.

ARTICLE XIV  
AMENDMENTS

Section 1. Proposals for Amendments

a. By the Board of Directors:

Amendments to the By-Laws may be proposed by the Board of Directors upon approval by a majority of the Board.

b. By the Members:

Amendments to the By-Laws by the members may be proposed upon submission of a written petition to the President signed by no less than ten percent (10%) of the membership. Amendments proposed by such petition shall be promptly considered by the Board of Directors and

must be submitted to the membership with written recommendation by the Board within sixty (60) days of receipt of such petition.

Section 2. Voting on Amendments:

Amendments shall be voted on at a general or special membership meeting. Voting on proposed amendments shall be by ballots. The affirmative vote of a majority of the members present and voting, plus absentee ballots, shall be required for adoption. Alternatively, members may approve of an amendment proposal by written consent, signed by a majority of all members.

Section 3. Notice:

Not less than fifteen (15) days prior notice shall be given to the membership.

ARTICLE XV  
RULES OF ORDER

Section 1. Roberts rules of Order shall govern the conduct of the meetings of the Board of Directors and the General Membership meetings, when not in conflict with the Articles of Incorporation, the Club By-Laws, or with applicable Florida Law.

ADOPTION CERTIFICATE

IN WITNESS WHEREOF, these Amended and Restated By-Laws for Green Briar Village Club, Inc., were approved by a vote of the Membership at a duly noticed meeting of the Membership and are adopted this 22 day of November in the Year 2024.