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**AMENDED AND RESTATED BYLAWS OF
MARSH LANDING VILLAS I OWNERS ASSOCIATION, INC.**

1. **GENERAL.** These are the Amended and Restated Bylaws of Marsh Landing Villas I Owners Association, Inc. (hereinafter "Association"), a Florida not-for-profit corporation formed for the purpose of operating a Homeowners Association, which is located in Lee County, Florida, upon the lands described in the Declaration of Covenants, Conditions, and Restrictions.
 - 1.1. **Office.** The principal office of the Association shall be at the Marsh Landing Clubhouse located at 22901 Marsh Landing Boulevard, Estero, Florida, 33928, or such other location as may from time to time be determined by the Board of Directors.
 - 1.2. **Seal.** A corporate seal for the Association may be, but is not required to be, adopted and updated as necessary by the Board and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.
 - 1.3. **Definitions.** All terms used in these Bylaws, whether capitalized or not, shall have the same meaning to the extent applicable, and except where the context would otherwise suggest, as set forth in the Articles of Incorporation for the Association, the Declaration of Covenants, Conditions, and Restrictions, and Chapter 720, Florida Statutes, all as amended from time to time.

2. **MEMBERS.**
 - 2.1. **Qualification.** The Members of the Association are the record Owners of legal title to the Lots or Villas in the Association.
 - 2.2. **Voting Interests.** The Members of the Association are entitled to one (1) vote for each Lot or Unit owned by them. The total number of possible votes (the Voting Interests) of the Association is the total number of Lots or Units. The vote of a Lot or Unit is not divisible. The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent.

- 2.3. **Approval or Disapproval of Matters.** Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Lot or Unit at an Association meeting, as stated above, unless the joinder of all record Owners is specifically required.
- 2.4. **Termination of Membership.** Termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

- 3.1. **Annual Meeting.** There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year and shall be held in March of each calendar year, at a time and place determined by the Board, for the purpose of transacting any business duly authorized to be transacted by the Members. The annual meeting shall not be held on a legal holiday. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.
- 3.2. **Special Meetings.** Special Members' meetings shall be held whenever called by the President or by a majority of the Members of the Board, and shall be called by the President or Secretary within a reasonable time upon receipt of written notice from at least fifty (50%) percent of the Voting Interests of the Association. Special Members' meetings may be called for any purpose permitted by law. The business conducted at a special Members meeting shall be limited to that stated in the notice of the special Members meeting, which shall include an agenda. General membership meetings may be called by the Association President or by two (2) members of the Board of Directors at any time. All member meetings shall be duly noticed and posted.
- 3.3. **Notice of Members' Meeting.** Written notice of a meeting of Members stating the time and place and the agenda, including a copy of any proposed contracts to be discussed, for which the meeting is called shall be given by the President or, if so delegated, the Secretary. A copy of the notice shall be posted on the Villas I Community Board and a copy shall be delivered either personally, electronically, or by first class mail to each Member entitled to attend the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. The delivery shall be not fewer than fifteen (15) nor more than thirty (30) days before the date of the meeting. Proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts and electronic receipts. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may also waive notice of any meeting at any time by written waiver.
- 3.4. **Quorum.** A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the Membership, either in person or by proxy.

- 3.5. Indivisible Vote.** Each Lot or Unit shall have one (1) indivisible vote. No individual may cast a vote assigned to a Lot or Unit where the voting rights assigned to the Lot or Unit are suspended for nonpayment of a fee, fine or other monetary obligation to the Association pursuant to the terms of the Governing Documents and Florida law.
- 3.6. Proxies.** Votes may be cast in person or by proxy. A proxy shall be valid only for the particular meeting for which it is given and any adjournment thereof, and in no event shall such proxy be valid for more than ninety (90) days after the original meeting date. A proxy may permit a proxy holder to appoint a substitute to act in his place. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time, and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. No proxy, limited or general, shall be used in the election of Board Members.
- 3.7. Participation at Meeting By Remote Communication.** Unless prohibited by Chapter 720, if authorized by the Board as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders who are not physically present at a meeting may, by means of remote communication:
- 3.7.1.** Participate in the meeting.
 - 3.7.2.** Be deemed to be present in person and vote at the meeting if:
 - 3.7.3.** The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or proxy holder; and
 - 3.7.4.** The corporation implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.
- 3.8. Adjournment.** Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.
- 3.9. Order of Business.** The order of business at annual Members' meetings or at special meetings shall be substantially as follows:
- A.** Calling of the roll and certifying the proxies
 - B.** Proof of notice of meeting or waiver of notice
 - C.** Election of Directors

- D. Reading and disposal of any unapproved minutes
- E. Reports of Officers
- F. Reports of committees
- G. Unfinished business
- H. New business
- I. Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10. Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

3.11. Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner and shall not be discarded at any time. These, plus records of all receipts and expenditures and all other official records shall be available for inspection by Members and Board Members at all reasonable times. However, the Directors may adopt reasonable rules regarding the frequency, time, location, notice requirements, manner of inspection, and copying of said records.

3.12. Action Without a Members Meeting. Unless prohibited by law, any action required to be taken or which may be taken at any Members meeting may be taken without a Members meeting, without prior notice, and without a vote of the Members if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

4.1. Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be no less than three (3). Directors will generally serve a term of two (2) years each and shall be elected at the annual meeting of the membership. However at the next Annual Meeting, one of the Directors will serve a one (1) year term.

The following year, the one year Director will be replaced with a two (2) year Director so as to provide continuity to the Board with at least one Director having had experience serving on the Board when two new Board members are elected. In the case of vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member, or the inability of a Director to complete his term, the vacancy will be filled by the person appointed by the remaining Board of Directors and the newly appointed Member will serve for the unexpired term of the seat being filled.

- 4.2. Qualifications.** The Directors shall be Members or the spouse of a Member. All qualified members shall be entitled to apply for candidacy as a Director through an application form provided with the first notice of the Annual Meeting. Pursuant to Florida Law, an election is required every year for a Director whose term is expiring. If no candidates submit their names for election, no election vote is held and the Board shall appoint a Director as needed to provide the required minimum of three (3) Directors. In the case of multiple Owners of a Lot or Unit, only one Owner may serve as a director of the Board at any given time unless they own more than one Lot or Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy.
- 4.3. Board of Directors Election Meetings; Notice and Procedure.** The regular election of Directors shall occur as the first item of business at the annual meeting.
- 4.3.1.** Not less than sixty (60) days before a scheduled election, the Association shall provide to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a ballot containing the names of all properly pre-qualified candidates which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of copying and mailing to be borne by the Association.
- 4.3.2.** There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election, and elections shall be decided by a plurality of those votes cast.
- 4.3.3.** In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held, and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.
- 4.3.4.** The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and Chapter 720 relative to election procedures is sufficient.
- 4.3.5. Electronic Voting.** The Association may conduct the election of Directors through an internet-based online voting system if a written consent is received from the Owner and the provisions of Section 720.317, Florida Statutes, are allowed.

- 4.4. **Vacancies.** Vacancies on the Board may be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term, unless the Board votes to have the vacancy filled by a special election of the Owners. When a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same natural person as has been removed from the Board. When a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.
- 4.5. **Removal.** Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Chapter 720. A Special Members Meeting for recall may be called by Owners holding ten percent (10%) of the Voting Interests in the Association. Any Director who is removed from office is not eligible for election to the Board, or be appointed to the Board, until the next annual election. Any Officer so removed shall return all books, records, and property of the Association to the Association within seventy-two (72) hours of their removal.
- 4.6. **Resignation.** Any Director of the Association may resign at any time, by a written instrument, including but not limited to notice provided via electronic mail to the President or Secretary. Resignations shall take effect at the time specified in the written instrument, and if no time is specified, resignations shall take effect at the time of receipt of such resignation. Resignations cannot be rescinded after being given, even if not effective until a later date. The acceptance of a resignation shall not be necessary to make it effective. Any Director or Officer more than 90 days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
- 4.7. **Organizational Meeting.** The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. The Organizational Meeting is typically held immediately following the Annual meeting, however, the organizational meeting may also be held no later than ten (10) days following the annual meeting of the Members.
- 4.8. **Regular Meetings of the Board.** Regular meetings of the Board may be held at such time and place as may be determined from time to time by a majority vote of the Directors. Notice of regular meetings shall be mailed, transmitted, or delivered to each Director at least forty-eight (48) hours prior to the date of such meeting and notice shall be posted in a conspicuous place, which may include but not be limited to the Community Board and inside the Clubhouse, on the premises at least forty-eight (48) hours prior to the meeting. In an Association of more than 10 Units, the Board of Directors shall meet at least once each quarter. At least four times each year, the meeting agenda must include an opportunity for Members to ask questions of the Board.
- 4.9. **Special Meetings of the Board.** Special meetings of the Directors may be called by the President at any time. Members may call a special meeting by delivering to the Board a written petition setting forth the purpose of the special meeting of Members in good standing holding twenty (20%) percent of the total Voting Interests and such special meeting must be held within sixty (60) days after the Board's receipt of the petition. Except in the case of an emergency, not less than forty-eight (48) hours' notice of such meetings shall be given. Notice may be mailed, transmitted, or delivered, which notice

shall state time, place, and purpose of the meeting and notice shall be posted in a conspicuous place on the premises at least 48 hours prior to the meeting.

- 4.10. Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice provided herein. If all Directors are present at a meeting, no notice to Directors shall be required and any business may be transacted at such meetings.
- 4.11. Notice to Owners of Board Meetings.** Meetings of the Board shall be open to Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege. The right of Owners to attend Board meetings includes the right to speak on all designated agenda items subject to reasonable rules adopted by the Board governing the manner, duration, and frequency of doing so. Notices of all Board meetings shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a Lot and/or Unit or special Assessments are to be considered shall specifically contain a statement that rules or special Assessments will be considered and the nature of the rule or Assessments and shall be mailed, transmitted, or delivered to Members and posted at least fourteen (14) days in advance.
- 4.12. Quorum of Board of Directors.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.
- 4.13. Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of Officers. Directors and Officers must disclose to the Association any activity that may be reasonably construed to be a conflict of interest at least fourteen (14) days before voting on an issue or entering into a contract that is the subject of a conflict.
- 4.14. Adjourned Meetings.** A majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. If the date, time, and place of its continuance are announced at the meeting being adjourned, then it shall not be necessary to give further notice of the meeting. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

- 4.15. **Joinder by Directors.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a vote, but not for determining a quorum.
- 4.16. **Presiding Officer.** The presiding Officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside. The presiding Officer may permit legal counsel or a managing agent to chair portions or the entirety of a Board meeting.
- 4.17. **Committees.** The Board of Directors, and/or the Master Association, may appoint such other committees as it may deem appropriate in the performance of its duties, including but not limited to an Architectural Modification Committee, a Landscape Review Committee and a Fining Committee. Committees shall make recommendations to the Board which will make the final determination and will ensure decisions are compliant with the then current Rules and Regulations of the Villas I Association and Master Association. A Fining Committee will be created as needed to review fines imposed upon members for nonpayment of monies owed the Association for violations of rules, pursuant to Florida Law for homeowner associations (Statute 720.303), and the Board will follow its decision.
- 4.18. **Director Compensation.** Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.
- 4.19. **Conflicts of Interest.** No Director, or member of their immediate Family, may transact business with the Association, or have any financial interest in any contractor or entity that provides goods or services to the Association. No Director may transact personal business with any Association contractor except on terms at fair market value. No Director may serve as the manager or managing agent for the Association during their term as Director or within two years after the term expires. A Director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the Director relative to their performance as a Director. A Director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members. The Directors shall establish a conflict of interest policy for the employees of the Association.
- 4.20. **Misuse of Position.** An Officer, Director or Manager who knowingly solicits or accepts any thing or service of value or kickback for which consideration has not been provided for his or her own benefit or that of his or her immediate family from any person providing or proposing to provide goods or services to the Association is subject to monetary damages under Florida Statutes 617.0834.
- 4.21. **Newly Appointed Directors.** The newly elected or appointed Director must complete the department-approved education for newly elected or appointed Directors within 90 days after being elected or appointed.

5. **OFFICERS.** The executive Officers of the Association shall be a President, a Vice-President, who must be Directors; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board and who may be removed with or without cause by vote of a majority of all the Directors at any meeting. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special officers created pursuant to these Bylaws. The Board may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President and there may be assistant Secretaries and Treasurers.
- 5.1. **President.** The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the Board and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation. The President shall sign all checks and promissory notes of the Association; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other instruments. The President shall be the contact person for all independent contractors hired by the Board, especially the Community Association Manager (“CAM”) if one is under contract with the Association. The President, or CAM as appropriate, shall respond to Owner questions, issues and disputes in a timely manner but no longer than ten (10) days from a valid statutory records request and thirty (30) days from receiving any other inquiry. Resolutions of significant issues, violations of the rules and regulations, or restrictions of any of the governing documents may require a meeting of the Board or referral to a special committee at the discretion of the President.
- 5.2. **Vice-President.** The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 5.3. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. In the event a Community Association Manager has been contracted to perform any or all of the above duties, the Secretary shall oversee said duties and be responsible for their completion.
- 5.4. **Treasurer.** The Treasurer shall be responsible for Association funds and securities, and the keeping of full and accurate accounts in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or, if ever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board for approval. Any of the foregoing duties may be performed by an Assistant Treasurer if one

is elected. In the event a Community Association Manager has been contracted to perform any or all of the above duties, the Treasurer shall oversee said duties and be responsible for their completion.

5.5. Indemnification of Officers. Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connections with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty or willful misfeasance or malfeasance of this duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled and not provided for.

6. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers of the Association existing under the laws of Florida generally, Florida Not-For-Profit Corporation Statute, the Act, and the Governing Documents, all as amended from time to time, shall be exercised exclusively by or under the direction of the Board, or a duly authorized Board member, Officer, committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. The powers of the Directors shall include, but not be limited to, the following:

- 6.1. Encourage and cause the Common Areas areas to be maintained by the Master Association;
- 6.2. Determination of the expenses required for the operation of the Association;
- 6.3. Fix the amount of the Assessments for Common Expenses and Reserve Funding and any Special Assessments against each Unit in advance of each annual assessment year following a budget review. All Members will be invited to attend a budget meeting, held in the fall of each year, and will receive a copy of each budget yearly by mail or email.
- 6.4. Collection of Assessments for Common Expenses from Owners required to pay same;
- 6.5. Employment and dismissal of the personnel necessary for the Maintenance and operation of the Common Elements;
- 6.6. Adoption and amendment of the Rules and Regulations concerning the details of the operation and use of the Association Property, subject to a right of the Owners to overrule the Board as provided herein;
- 6.7. Maintaining bank accounts on behalf of the Association and designating the signatories required therefor;
- 6.8. Enter into a contract with any person, firm or entity for the operation, Maintenance, or repair of the Association Property. However, any such contract shall not be in conflict with the rights of Owners in accordance with Chapter 720;

- 6.9. Supervise all Officers, agents, independent contractors and employees of the Association and see to it that their duties are properly performed, per negotiated contracts and agreements;
- 6.10. Purchasing Lots or Units at foreclosure or other judiciary sales, in the name of the Association or its designee;
- 6.11. Selling, Leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units Leased by, the Association, or its designee;
- 6.12. Organizing corporations to act as designated agents of the Association in acquiring title to or Leasing Units by the Association;
- 6.13. Procure and maintain liability and hazard insurance on all Association property;
- 6.14. Making repairs, additions, and Improvements to, or alterations of, the Association Property, in accordance with the provisions of the Declaration after damage or destruction by Casualty or as result of condemnation or eminent domain proceedings;
- 6.15. Enforcing obligation of the Owners, allocating profit and expenses and doing anything and everything necessary and proper for the sound management of the Association;
- 6.16. Levying fines against the Owners for violations of the Rules and Regulations established by it to govern the conduct of the Owners;
- 6.17. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and Maintenance of the Common Elements, provided, however, that the consent of the Owners of at least two-thirds (2/3) of the Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of forty-thousand dollars (\$40,000.00);
- 6.18. Contract for the management of the Association and delegate to such contractor such powers and duties of the Board as the Board may deem appropriate under the circumstances, except those which may be required by the Declaration and these Bylaws to be approved by the Board or other Owners; to contract for the management or operation of portions of the Association Property susceptible to separate management or operation thereof; and to grant concessions for the purpose of providing services to the Owners. In exercising this power, the Association may contract with affiliates of itself provided that such contracts do not involve undisclosed or unlawful self-dealing or undisclosed relationships with Board Members;
- 6.19. At its discretion, to authorize Owners or other persons to use Common Elements, including but not limited to social rooms, meeting rooms, pool terraces, etc. for private parties and gatherings and to impose reasonable Charges for such private uses;
- 6.20. To exercise all powers specifically set for in the Association Documents and Chapter 720 and all powers incidental thereto;
- 6.21. To suspend the right of any Member to use the recreational facilities of the Master Association so long as said Member is delinquent in the payment of Common Expense;

- 6.22. To impose lawful fees in connection with the approval of the Transfer, Lease, Sale, or Sublease of Lots or Units, not to exceed amounts permitted by Florida Statutes as amended from time to time;
- 6.23. To exercise the emergency powers authorized by Section 617.0207, Florida Statutes, Section 617.0303, Florida Statutes, and Chapter 720, all as amended from time to time.
7. **FISCAL MANAGEMENT.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.
- 7.1. **Fiscal Year.** The fiscal year of the Association shall be the calendar year. Upon a majority vote of the Board, it may adopt a different fiscal year.
- 7.2. **Budget.** The Treasurer shall prepare, and the Board shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. A copy of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the Owners of each Lot not less than fourteen (14) days before that meeting. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown.
- If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Unit's next installment due.
- 7.3. **Regular Assessments.** All regular Assessments for Common Expenses shall be paid in quarterly installments, in advance of the first day of each period and shall become delinquent ten (10) days thereafter. Written notice of each monthly installment shall be sent to all Members by or on behalf of the Treasurer, but failure to receive such notice does not excuse the obligation to pay. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.
- 7.4. **Special Assessments.** Special Assessments may be made when necessary to meet unusual, unexpected, emergency, or non-recurring expenses or for such other purposes as are authorized by the Declaration or these Bylaws. Special Assessments shall be due at such time as is specified in the resolution of the Board approving such Assessment. Written notice of any Board meeting at which a non-emergency special Assessment will be considered, must be mailed to all Owners at least fourteen (14) days in advance, which notice shall state that Assessments will be considered and the nature of any such Assessments. The notice to Owners that any special Assessment has been levied must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s)

such excess funds may, at the discretion of the Board, either be returned to the Owners or applied as a credit towards future Assessments. The foregoing shall be limited to the extent that any special Assessment for betterments, alterations or Improvements, shall first require the approval of a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present.

- 7.5. Certificate as to Assessment, Mortgagee Questionnaires.** Within ten (10) days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monetary obligations owed to the Association by the Owner with respect to the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a preset fee, not to exceed the maximum amount permissible by law, to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney fees for doing so.
- 7.6. Assessments for Charges.** Charges by the Association against Members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessment in the same manner as Common Expenses, and when approval of a Member or when expressly provided for in the Declaration or the exhibits annexed thereto as the same be amended from time to time, which Charges include without limitation Charges for the use of the Association Property or recreational area, Maintenance services furnished at the expense of a Member and other services furnished for the benefit of a Member.
- 7.7. Liability for Assessments and Charges.** A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors, after a conveyance or other transfer of title, shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Lot by foreclosure, such mortgagee shall be liable for such Lot's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in Chapter 720. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.
- 7.8. Liens for Assessments.** The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a continuing lien upon the Lot.
- 7.9. Lien for Charges.** Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorneys' fees, including but not limited to appeals, bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation

after entitlement has already been determined shall be secured by a common law and contractual lien upon the Lot and all appurtenances thereto and its lien priority is established by Chapter 720.

- 7.10. Interest; Administrative Late Fee; Application of Payments.** Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorneys' fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in Chapter 720, no lien may be filed by the Association against a Unit until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to Chapter 720.

- 7.11. Association Depository.** The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry **FDIC** insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

All funds collected by the Association shall be maintained separately in the Association's name, except that for investment purposes only, reserve funds may be commingled with operating funds, but must always be accounted for separately and the balance in a commingled account may not, at any time, be less than the amount identified as reserve funds.

The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

- 7.12. Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Chapter 720, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary, and Treasurer. The Association shall bear the cost of any such bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

- 7.13. Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code, as amended from time to time, and with Chapter 720.

- 7.14. Financial Information.** Not later than ninety (90) days after the close of each fiscal year, the Association shall prepare a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and a profit and loss statement for the year, detailed by accounts. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.
- 8. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board may, from time to time, adopt and amend administrative Rules and Regulations concerning the transfer, use, appearance, Maintenance, and Occupancy of the Lots or Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.
- 9. COMPLIANCE AND DEFAULT: REMEDIES.** In addition to the remedies provided in the Association Documents, the following provisions shall apply:
- 9.1. Correction of Health and Safety Hazards.** Any violations of the Association rules which creates conditions of the Property which are deemed by the Board to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Owner.
- 9.2. Liens for Assessments.** If any Member fails or refuses to make payments of any Assessment when due, the amount thereof shall constitute a lien on the Member's Lot. The Board shall have the authority to exercise and enforce all rights and remedies under the Florida Statutes, the Declaration, and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid Assessments and enforcement of all Rules and Regulations.
- 9.3. Fines and Suspension of Rights.** The Directors may, pursuant to F.S. 720.305, impose fines not to exceed the maximum permissible by law, and suspend the right to use Common Elements, Common Facilities, or any other Association Property, as permitted by the Act, for failure by Owners, Occupants, Tenants, Guests, Licensees, Invitees, or any Family member thereof to comply with the provisions of the Board policies and resolutions, the Association Documents, including the Rules and Regulations, and applicable laws.
- 9.4. Suspensions.** The Board of Directors has the right to suspend certain use rights and voting rights in accordance with the following:
- 9.4.1. Suspension of Use Rights.** If an Owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Board may suspend the right of the Owner or the Unit's Occupants, Guests, Tenants or other Invitees to use Common Elements, Common Facilities, or any other Association or Master Association Property until the fee, fine, or other monetary obligation is paid in full. Suspension does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Lot, utility services provided to that Lot or Unit, or parking spaces. The Notice and Hearing requirements do not apply to suspensions imposed for financial delinquencies. A fine or suspension will not be imposed

without a 14 day notice to the Unit Owner, or, if applicable, to any Occupant or invitee sought to be fined or suspended, and without the opportunity for a hearing before the Fining Committee.

- 9.4.2. Suspension of Voting Rights.** The Board of Directors may suspend the voting rights of a Unit or an Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue to the Association. The notice and hearing requirements do not apply to suspensions imposed for financial delinquencies.
- 9.5. Member Inquiries.** When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer, as provided herein, precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration), and they shall be allowed a period of thirty (30) days in which to resolve the grievance.
- 9.6. Mandatory Arbitration.** Where required by the Chapter 720, binding arbitration and non-binding mediation shall be used in an attempt to resolve disputes prior to commencing litigation. When Chapter 720 does not so require, the Board may seek to resolve disputes by such means or by immediate petition of the courts as it deems appropriate.
- 9.7. Costs and Attorneys' Fees.** In an action brought by or on behalf of the Association against an Owner, the prevailing party shall be entitled to recover the cost thereof, together with reasonable attorneys' fees.
- 9.8. Availability of Remedies.** Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a business like basis, to collect those monies due it and to preserve the right of the majority to enjoy the Association Property free from unreasonable disruptions and annoyance of the minority.

- 10. BYLAW AMENDMENTS.** Amendments to the Bylaws shall be adopted in the following manner:
- 10.1. Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of Directors, or by two-thirds (2/3) of the entire Voting Interests.
 - 10.2. Notice.** The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.
 - 10.3. Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of at least two-thirds (2/3) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Association Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.
 - 10.4. Effective Date.** An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.
 - 10.5. Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever Chapter 720, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Bylaws. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and Chapter 720, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.
 - 10.6. Proviso.** To the extent required by applicable law and judicial precedent, no amendment shall change the configuration of any Lot or the share in the Common Elements appurtenant to it, or increase the Unit Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners or other holders of the mortgages on such Lot shall join in the execution of the amendment, and all other Owners approve the amendment.
- 11. MISCELLANEOUS.** The following miscellaneous provisions shall apply to these Bylaws and the Association Documents.
- 11.1. Conflicts.** The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association and the Plat. In the event of a conflict between the language in the Declaration and the Plat, the Plat shall control. In the event of a conflict

between language in any of the other Governing Documents, the following priorities shall control:

- 1) Declaration of Covenants, Conditions, and Restrictions;
- 2) Articles of Incorporation;
- 3) Bylaws; and
- 4) Rules and Regulations.

- 11.2. Severability.** In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.
- 11.3. Gender; Number.** Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.
- 11.4. Headings.** The headings herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.