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**AMENDED AND RESTATED BYLAWS**  
**OF**  
**RENAISSANCE COMMUNITY ASSOCIATION, INC.**

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**SUBSTANTIAL REWORDING OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.**

**AMENDED AND RESTATED BYLAWS**

**RENAISSANCE COMMUNITY ASSOCIATION, INC.**

1. **GENERAL:** These are the Amended and Restated Bylaws of Renaissance Community Association, Inc. ("Association"), a corporation not for profit organized under the laws of Florida for the purpose of operating the Community pursuant to the Act and the Florida Not-For-Profit Corporation Act.

1.1 **Principal Office.** The principal office of the Association is c/o Icon Management, 11691 Gateway Blvd., Suite 203, Fort Myers, FL 33913.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not-for-profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions set forth in the Declaration shall apply to terms used in these Bylaws.

**2. MEMBERS AND VOTING REPRESENTATIVES:**

2.1 **Qualifications.** The Members are the record owners of legal title to the Parcels in the Community. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Member for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following:

(A) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Lee County, Florida.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Delivery to the Association, if required, of a written designation of the Primary Occupant.

The failure to comply with (B) and (C) above shall not release the Member from the obligation to comply with the Governing Documents, but shall otherwise preclude such Member from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on terminating the Declaration.

2.2 **Voting Interest.** The Members are entitled to one vote for each Parcel they own, provided that except for a vote to terminate the Declaration, Voting Representatives shall cast votes on behalf of the Members in a particular Neighborhood or the Triana Condominium Association Area. The total number of Voting Interests in the Association is equal to the total number of Parcels subjected to the Declaration. The vote of a Parcel is not divisible. The remainder of this Section 2.2 shall apply only to direct voting by Members on terminating the Declaration. If a Parcel is owned by one natural person, his or her right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by 2 or more natural persons (including trustees), such Parcel's vote may be cast by any one of the Owners. If 2 or more Owners do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any

purpose. If the Owner is a corporation, partnership, limited liability company or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, or managing member, as the case may be.

**2.3 Approval or Disapproval of Matters.** Whenever the decision or approval of the Owner of a Parcel is required with respect to terminating the Declaration, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required.

**2.4 Change of Membership.** A change of membership shall be established as provided in Section 2.1 above; and the membership of the prior Member shall thereby be automatically terminated.

**2.5 Termination of Membership.** The termination of membership in the Association does not relieve or release any former Member from 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 which the Association may have against any former Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

**2.6 Voting Representatives.** The Members in each Neighborhood and the Triana Condominium Association Area shall be represented by a Voting Representative who shall be responsible for casting all votes attributable to Parcels owned by Members in such Neighborhoods and Triana Condominium Association Area, as applicable, on all Association matters requiring or permitted a membership vote, except for a vote to terminate the Declaration. The Voting Representative shall cast all votes of the Members in his or her Neighborhood or the Triana Condominium Association Area as he or she deems appropriate in his or her discretion. There shall be one Voting Representative for all of the 4 Triana Condominium Associations and one Voting Representative for each Neighborhood, for a total of 6 Voting Representatives. The Voting Representatives may, but shall not be required, to solicit input from the Members in the Neighborhood or the Triana Condominium Association Area he or she represents, in order to obtain guidance as to how the Voting Representative shall vote. Voting Representatives shall not vote by proxy, but only in person, by remote conferencing or other similar technology. If a Voting Representative is unavailable or otherwise unable to vote, he or she shall designate in writing an Alternate Voting Representative to vote in his or her place. All references to Voting Representative(s) in the Governing Documents shall be deemed to refer to Alternate Voting Representative(s) when applicable.

Each Voting Representative shall be elected at the Annual meeting by the Members in the applicable Neighborhood or Triana Condominium Association Area in accordance with the same procedure for self-nominations and election of Directors, as set forth in Section 4.1 below. Voting Representatives may be recalled (removed), with or without cause, by a majority of the Voting Interests in the Neighborhood or Triana Condominium Association Area that elected such Voting Representative, in the same manner set forth in Section 4.8 below.

### **3. VOTING REPRESENTATIVES' MEETINGS: VOTING:**

**3.1 Annual Meeting.** Members shall not have a meeting unless a vote is taken at a meeting to terminate the Declaration. There shall be an Annual meeting of the Voting Representatives in each calendar year. The Annual meeting shall be held in Lee County, Florida, in either the first or fourth quarter of each year at a time, date and place designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Voting Representatives. The Annual meeting shall be open to attendance by Members.

**3.2 Special Voting Representatives' and Members' Meetings.** Special Voting Representatives' meetings must be held whenever called by the President or by a majority of the Directors. A Members' meeting called for the purpose of voting on terminating the Declaration must be held whenever called by the President or by a majority of the Directors, and may also be called by a majority of the Members. The business at any Special Voting Representatives' meeting shall be limited to the items specified in the notice of meeting. The business at a Members' meeting shall be limited to the vote on terminating the Declaration.

**3.3 Notice of Meetings; Waiver of Notice.** Notice of all Voting Representatives' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The Notice of Meeting must be sent to each Voting Representative at the address which appears on the books of the Association, or may be furnished by personal delivery. The Voting Representative is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least 10 days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Voting Representative constitutes waiver of notice by that Voting Representative unless the Voting Representative objects to the lack of notice at the beginning of the meeting. A Voting Representative may also waive notice of any meeting at any time by written waiver. Notice to the Voting Representatives of Annual and Special Voting Representatives' meetings may be electronically transmitted in the manner set forth in Section 617.0141, F.S., to any Voting Representative who has provided a facsimile number or e-mail address to the Association to be used for such purposes. Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Voting Representative has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Voting Representative has consented to receive notice. Notice is also effective when posted on an electronic network that the Voting Representative has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Voting Representative of the fact of such specific posting; or when correctly transmitted to the Voting Representative, if by any other form of electronic transmission consented to by the Voting Representative to whom notice is given. Consent by a Voting Representative to receive notice by electronic transmission shall be revocable by the Voting Representative by written notice to the Association. Any such consent shall be deemed revoked if: the Association is unable to deliver by electronic transmission 2 consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notices. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Voting Representative is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

In addition to mailing, delivering, or electronically transmitting the notice of any Voting Representative's meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Voting Representatives' meetings may be held via remote communication or other similar technology, subject to any applicable Rules and Regulations.

3.4 Quorum. A quorum at a Voting Representatives' meeting shall be attained by the presence of Voting Representatives entitled to cast at least 30% of the Voting Interests. After a quorum has been established at a Voting Representatives' meeting, the subsequent withdrawal of any Voting Representatives, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Voting Representatives at which a quorum has been attained shall be binding upon all Voting Representatives for all purposes, except where a greater or different number of votes are expressly required by law or by any provision of the Governing Documents.

3.6 Proxy Voting. As set forth in Section 2.6 above, Voting Representatives may not vote by proxy. To the extent lawful, with respect to a vote to terminate the Declaration, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than 90 days after the date of the first meeting for which it was given. 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 votes, specify the date, time and place of the meeting for which it is given, and delivered to the Association by the appointed time of the meeting or adjournment thereof. Any copy, facsimile transmission or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy. Holders of proxies need not be Members. No proxy shall be valid if it names more than one 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.

3.7 Adjourned Meetings. Any duly called meeting of the Voting Representatives or Members may be adjourned to be reconvened at a specific later time by vote of a majority of the Voting Interests present in person or, in the case of a Members' meeting, by proxy, regardless of whether a quorum has been attained. The adjournment to a date, time and place must be announced at that meeting before the adjournment is taken, or notice must be given to all Voting Representatives or Members of the date, time and place of its reconvening. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or, in the case of a Members' meeting, by proxy.

3.8 Order of Business. The order of business at Voting Representatives' and Members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum
- (B) Election of Directors, if applicable (i.e., closing of polls)
- (C) Reading or disposal of minutes of the last Voting Representatives' or Members' meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

**3.9 Minutes.** Minutes of all meetings of the Voting Representatives, Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of 7 years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board of Directors meeting must be recorded in the minutes.

**3.10 Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall guide the conduct of Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**3.11 Written Consent in Lieu of a Voting Representatives' or Members' Meeting.** Any action required or permitted to be taken at a meeting of the Voting Representatives or Members may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Voting Representatives or Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Voting Representatives or Members entitled to vote on such action were present and voted. Action by Voting Representatives or Members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes. Nothing in this paragraph shall be construed in derogation of Voting Representatives' or Members' rights to call a special Voting Representatives' or Members' meeting, as provided for elsewhere in these Bylaws.

**4. BOARD OF DIRECTORS:** The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required.

**4.1 Number and Terms of Service; Elections.** The number of Directors which shall constitute the whole Board of Directors shall be 7. Directors shall be elected for 2 year terms at the Annual meeting. A Director's term will end at the Annual meeting at which his term expires, unless he or she sooner resigns, or is recalled as provided in 4.4 below. Directors shall be elected by the Voting Representatives as described in this Section 4.1, or in the case of a vacancy, as provided in Section 4.3 below.

The 2021 Annual meeting shall be held in accordance with the procedures set forth in the Bylaws in effect prior to the recording of these Bylaws in the Public Records of Lee County, Florida. The remainder of this Section 4.1 shall apply to the 2022 Annual meeting.

The First Notice of the annual meeting shall be mailed, hand-delivered or electronically transmitted to all Members and Voting Representatives at least 40 days in advance of the meeting. Any person who wishes to qualify as a candidate shall notify the Association in writing of his or her desire to be a candidate at least 20 days prior to the meeting and must be eligible to serve on the Board of Directors at the time of such 20 day deadline in order to have his or her name listed as a proper candidate on the election ballot or to serve on the Board of Directors. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 1/2" by 11", which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least 20 days prior to the election. The Association has no liability for the contents of the information sheets prepared by the candidates.

If the number of candidates does not exceed the number of vacancies, an election shall not be required. The Association shall mail, hand-deliver or electronically transmit a Second Notice of Annual Meeting to the Voting Representatives at least 10 days in advance of the meeting. If an election is not required, the candidates become members of the Board of Directors at the meeting, regardless of whether a quorum is attained. However, if a quorum is attained, the candidates commence service on the Board of Directors effective upon the adjournment of the meeting.

If the number of candidates for an election exceeds the number of seats to be filled, an election shall be required, in which case the Voting Representatives shall cast votes at the Annual Meeting. The Association shall mail, hand-deliver or electronically transmit a Second Notice of Annual Meeting to the Voting Representatives, together with any candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, and "inner" and "outer envelopes", at least 10 days in advance of the meeting. Directors shall be elected by a plurality of the ballots cast. A Voting Representative shall not permit any other person to vote his ballot (except for his or her Alternate Voting Representative), and any ballots improperly cast are invalid. In an election of Directors, no Voting Representative shall cast more than one vote per candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

After indicating the name(s) of the candidate(s) for which the Voting Representative has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Voting Representative, the Voting Representative's address in the Community and the signature of the Voting Representative casting that ballot. If the eligibility of the Voting Representative to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballot which was personally cast, and opened when the ballots are counted. Nominations from the floor and write-in nominations are prohibited and there shall not be a nominating committee. If more than one ballot is submitted by a Voting Representative, the ballots for that Voting Representative shall be disqualified. Upon receipt by the Association, no ballot may be rescinded or changed. Any vote by ballot received after the closing of the balloting may not be considered.

In the event of a tie vote, the Association shall proceed with a runoff election, unless the candidates who have tied voluntarily agree on which candidate shall take office.

**4.2 Qualifications.** All Directors must be a Member or a Primary Occupant. However, Co-Owners of a Parcel shall not simultaneously serve on the Board of Directors. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board of Directors may not seek election to the Board of Directors, and his or her name shall not be listed on the ballot. A person serving as a Director who becomes more than ninety 90 days delinquent in the payment of any fee, fine or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy on the Board of Directors to be filled according to law. For purposes of this Section 4.2, the term "any fee, fine or other monetary obligation" means any delinquency to the Association with respect to any Parcel. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, may not seek election to the Board of Directors and is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a person was ineligible to seek election to the Board of Directors or that a Director is ineligible for Board of Directors membership. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's



funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or officer. Within 90 days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. In lieu of such written certification, within 90 days after being elected or appointed to the Board of Directors, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for 5 years after the Director's election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board of Directors' action.

**4.3 Vacancies on the Board of Directors.** If the office of any Director becomes vacant for any reason, other than recall of a majority or more of the Board of Directors by the Members, a majority of the remaining Directors, though less than a quorum, may (but shall not be obligated to) choose a successor to fill the remaining unexpired term. However, the Board of Directors shall be obligated to choose a successor if a vacancy occurs by operation of Section 720.3033(3) or (4) or Section 720.306(9)(b) of the Act. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the Board of Directors are removed, the vacancies shall be filled by Voting Representatives voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Voting Representatives at the meeting. If the recall occurred by agreement in writing or by written ballot, Voting Representatives may vote for replacement Directors in the same instrument in accordance with procedural rules adopted by the Division. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, or if no Director remains on the Board of Directors, the vacancy may be filled by the Voting Representatives (via a special meeting of the Voting Representatives) or any Voting Representative may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by Florida law.

**4.4 Recall of Directors.** Any or all Directors may be recalled (i.e., removed) with or without cause by a majority of the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

**4.5 Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within 10 days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board of Directors existing prior to the election.

**4.6 Meetings: Notice to Directors.** Meetings of the Board of Directors may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, email, telephone or telegram at least 48 hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board of Directors gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or meetings of the Board of Directors held for the purpose of discussing personnel matters. Notices of all Board of Directors meetings shall be posted conspicuously in the Community for at least 48 continuous hours in advance of each Board of Directors meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board of Directors. If notice is not posted in a conspicuous place in the Community, notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. In addition, if notice is not posted in a conspicuous place in the Community or mailed or delivered to each Member, notice shall be posted and repeatedly broadcast on a closed-circuit cable television system serving the Association. However, if broadcast notice is used, the notice must be broadcast at least 4 times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. The Association may provide notice by electronic transmission in a manner authorized by law for meetings of the Board of Directors and any committee meetings requiring notice, to any Member, who has provided a facsimile number or e-mail address to the Association to be used for such purposes; however, a Member must consent in writing to receiving notice by electronic transmission. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak with reference to any matter that is placed on the Board of Directors meeting agenda. The Association may adopt reasonable, written rules expanding the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of the Act.

4.8 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. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board of Directors, by 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.

Board of Directors' meetings may be held via remote communication or other similar technology, subject to any applicable Rules and Regulations.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers. A Director who is present at a meeting of the Board of Directors shall be deemed to have voted in favor of any action taken, unless the Director votes against or abstains from the action taken. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. 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.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties at a duly noticed meeting of the Board of Directors, provided that the Board of Directors is furnished with appropriate documentation of such expenses.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meetings of any committee when a final decision will be made regarding the expenditure of Association funds and meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific Parcel, shall be open to attendance by any Member, and notice of such meetings shall be posted in the same manner as required in Section 4.7 above for Board of Directors meetings. However, meetings between such a committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, shall not be subject to the requirements in the preceding sentence.

4.15 Emergency Powers. In accordance with Section 720.316 of the Act, and consistent with Section 617.0830, F.S., the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, F.S. in the area encompassed by the Association, may exercise the following powers:

(A) Conduct Board of Directors or Voting Representatives' meetings after notice of the meetings and Board of Directors decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Association property, or any other means the Board of Directors deems appropriate under the circumstances.

(B) Cancel and reschedule an Association meeting.

(C) Designate assistant officers who are not Directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

(D) Relocate the Association's principal office or designate an alternative principal office.

(E) Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

(F) Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off electricity; water, sewer, or security systems.

(G) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Association property unavailable for entry or occupancy by owners or their Family members, Tenants, Guests, agents, or invitees to protect their health, safety, or welfare.

(H) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Association property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

(I) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of items on or within the Association property.

(J) Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declaration or other recorded Governing Documents, levy Special Assessments without a vote of the Voting Representatives.

(K) Without Voting Representatives' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Declaration or other recorded Governing Documents.

The authority granted under (A) through (K) above is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Owners and their Family members, Tenants, Guests, agents, or invitees, and to mitigate further damage and make emergency repairs.

## 5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. The President and the Secretary must be Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any 2 or more officers may be held by the same person, except the officers of the President and the Secretary. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. If the Board of Directors so determines, there may be more than one Vice-President. The Board of Directors may designate one or more officers besides the President to be ex-officio members of some or all standing committees.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to

be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association's funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and 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 of Directors. He shall oversee the disbursement of the Association's funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's manager/management company.

6. FISCAL MATTERS: The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors.

6.2 Budget. The Board of Directors shall adopt a budget of Common Expenses for each fiscal year. The budget must set out separately all fees or charges for recreational amenities. The notice of the meeting at which the Board of Directors adopts the budget must include a statement that Assessments will be considered and the nature of the Assessments (i.e. the budget for annual Assessments).

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. If the Association's budget includes reserve accounts established by the Developer or the Voting Representatives pursuant to Section 720.303(6)(d) of the Act, such reserves shall be determined, maintained, and waived in the manner provided therein. If the Association's budget includes reserves established by the Board of Directors (i.e., not established pursuant to Section 720.303(6)(d) of the Act,) the Board of Directors shall determine, maintain and use such reserves in a prudent manner.

Once the Association provides for reserve accounts pursuant to Section 720.303(6)(d) of the Act, the Association shall thereafter determine, maintain, and waive reserves in compliance with the Act, provided that this does not preclude the termination of a reserve account upon approval of a majority of the Voting Interests. Upon such approval, the terminating reserve account shall be removed from the budget. If reserve accounts were not initially provided by the Developer, the Voting Representatives may elect to do so upon the affirmative approval of a majority of the Voting Interests. Such approval may be obtained by vote of the Voting Representatives at a duly called Voting Representatives' meeting or by the written consent of a majority of the Voting Interests. The approval action of the Voting Representatives must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the Voting Representatives, the Board of Directors shall include the required reserve accounts in the budget in the next fiscal year

following the approval and each year thereafter. Once established as provided in Section 720.303(6)(d) of the Act, the reserve accounts must be funded or maintained or have their funding waived in the manner provided therein. The amount to be reserved in any account established shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves authorized by this Section 6.3 must be based on a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

**6.4 Assessments.** Regular annual Assessments based on the adopted budget shall be paid in monthly installments, in advance on the first day of each month of each year, except that the portion of the annual Assessment relating to dues that are payable to the Private Amenities Owner shall be paid in quarterly installments, in advance on the first day of January, April, July and October of each year. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. 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 budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

**6.5 Special Assessments.** Special Assessments may be levied by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, subject to membership approval only when required by the Declaration. A Special Assessment may be levied against all Owners and Parcels, or only against the Owners and Parcels in a particular Neighborhood (in the latter case, if necessary to meet unusual, unexpected, unbudgeted or non-recurring Neighborhood Expenses). A Special Assessment is due on the day specified in the resolution of the Board of Directors approving such Special Assessment. Written notice of any meeting at which a Special Assessment will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than 14 days before the meeting. The notice must include a statement that a Special Assessment will be considered at the meeting and the nature of the Special Assessments (i.e., the purpose).

**6.6 Fidelity Insurance or Bond.** The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6.6, the term "persons who control or disburse Association funds" includes, but is not limited to, persons who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any insurance or bond.

**6.7 Financial Reporting.** Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall mail or hand deliver to each Member a copy of such report or a written notice that a copy of the report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7) of the Act. If approved by a majority of the Voting Interests present at a properly called Voting Representatives' meeting, the Association shall prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act. If approved by a majority of the Voting Interests, the Association shall prepare or cause to be prepared a financial report that is more rigorous than otherwise required by the Act.

**6.8 Fiscal Year.** The fiscal year shall be the calendar year, unless modified by the Board of Directors.

**7. RULES AND REGULATIONS: USE RESTRICTIONS:** The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which the Rules and Regulations that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than 14 days before the meeting. A written notice concerning changes to Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Rules and Regulations regarding the use of Parcels will be considered at the meeting. Copies of such Rules and Regulations shall be furnished to each Owner. Any Rules and Regulations must be reasonably related to the promotion of health, happiness and peace of mind of the Owners.

A proposal to amend the Rules and Regulations must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See governing documents for current text." An amendment to the Rules and Regulations is effective when recorded in the Public Records of Lee County, Florida. An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

**8. COMPLIANCE AND DEFAULT: REMEDIES:** In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

**8.1 Obligations Of Members: Remedies At Law Or In Equity: Levy of Fines and Suspension Of Use Rights.**

(A) Each Member and the Member's Tenants, Guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Governing Documents may be brought by the Association or by any Member against:

- (1) The Association;
- (2) A Member;
- (3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
- (4) Any Tenants, Guests, or invitees occupying a Parcel or using the Common Area.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section 8 does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

(B) The Association may levy reasonable fines against any Member or any Member's Tenant, Guest or invitee for the failure of the Owner of a Parcel or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act.

(C) The Association may suspend, for a reasonable amount of time, the right of a Member, or a Member's Tenant, Guest or invitee, to use the Common Area and facilities, for the failure of the Owner of the Parcel or its occupant, licensee or invitee to comply with any provision of the Governing Documents. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit the right of an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism and require that the Owner, his or her Family members, Tenants and Guests gain entry to the Community through a guest entrance.

(D) A fine or suspension pursuant to (B) and (C) above levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least 14 days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the proposed fine or suspension levied by the Board of Directors is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved.

(E) If a Member is more than 90 days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's Tenant, Guest, or invitee, to use the Common Area and facilities until the fee, fine or other monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism and require that the Owner, his or her Family members, Tenants and Guests gain entry to the Community through a guest entrance. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (E).

(F) The Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Association that is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Parcel or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (F).

(G) All suspensions imposed pursuant to subsections (E) and (F) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Owner, and, if applicable, the Parcel's occupant, licensee or invitee by mail or hand-delivery.



(H) The suspensions permitted by subsections (C), (E) and (F) above apply to a Member and, when appropriate, the Member's Tenants, Guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Parcels owned by such Member.

**8.2 Availability of Remedies.** Each Member, for himself, his or her 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 businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Community free from unreasonable restraint and annoyance.

**9. AMENDMENT OF BYLAWS:** Amendments to these Bylaws shall be proposed and adopted in the following manner:

**9.1 Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least a majority of the Voting Representatives.

**9.2 Procedure.** Upon any amendment to these Bylaws being proposed by the Board of Directors or Voting Representatives, such proposed amendment shall be submitted to a vote of the Voting Representatives not later than the next annual meeting for which proper notice can be given. A proposal to amend these Bylaws must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Bylaws for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

**9.3 Vote Required.** Except as otherwise provided by law, a proposed amendment to these Bylaws must be approved by Voting Representatives representing at least a majority of the Voting Interests at any annual or special Members' meeting, or by Voting Representatives representing a majority of the Voting Interests by written consents in lieu of a meeting, provided that notice of the proposed amendment has been given to the Voting Representatives in accordance with the Act and the Bylaws. These Bylaws shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Bylaws. The Board of Directors shall have the authority to amend these Bylaws in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate these Bylaws in order to consolidate into one document amendments previously adopted by the Voting Representatives or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

**9.4 Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

## **10. OFFICIAL RECORDS:**

**10.1 Maintenance of Official Records.** The Association shall maintain each of the following items, when applicable, which constitute the "official records" of the Association pursuant to Section

720.306 of the Act:

(A) Copies of any plans, specifications, permits and warranties related to improvements constructed on the Common Area or other property that the Association is obligated to maintain, repair or replace.

(B) A copy of the Articles of Incorporation and each amendment thereto.

(C) A copy of the Bylaws and of each amendment thereto.

(D) A copy of the Declaration and each amendment thereto.

(E) A copy of the current Rules and Regulations.

(F) The minutes of all meetings of the Board of Directors, Voting Representatives and the Members, which minutes must be retained for at least 7 years.

(G) A current roster of all Members and their mailing addresses and Parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from the Association's records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(H) All Association insurance policies or a copy thereof, which policies must be retained for at least 7 years.

(I) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year.

(J) The Association's financial and accounting records, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

(1) Accurate, itemized and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(3) All of the Association's tax returns, financial statements and financial reports.

(4) Any other records that identify, measure, record, or communicate financial information.

(K) A copy of the disclosure summary described in Section 720.401(1) of the Act.

(L) All other written records of the Association not specifically included in the foregoing

which are related to the Association's operations.

Except as otherwise provided above and by the Act, all official records must be retained in the State of Florida for at least 7 years. The Association may elect to maintain records in excess of the time periods required by the Act if deemed desirable by the Board of Directors.

**10.2 Access to Official Records.** The Association's official records are open to inspection by any Owner for inspection and copying within 45 miles of the Community or within Lee County within 10 business days after receipt of a written request by the Board of Directors or its designee. The Association may comply with this requirement by having a copy of the official records available for inspection or copying in the Community, or at the Association's option, by making the official records available electronically via the Internet or by allowing the official records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a copy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device. The Board of Directors may adopt reasonable Rules and Regulations regarding the frequency, time, location, notice, records to be inspected and manner of inspections, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one, 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds 1/2 hour and if the personnel costs do not exceed \$20.00 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The Association may charge up to 25 cents per page for copies made on the Association's copier. If the Association does not have a copy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association shall maintain an adequate number of copies of the Governing Documents, to ensure their availability to Members and prospective Members. The Association's failure to provide access to official records within 10 business days after receipt of a written request submitted by certified mail, return receipt requested, creates a rebuttable presumption that the Association willfully failed to comply with Section 720.303(5) of the Act. A Member who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with Section 720.303(5) of the Act. The minimum damages are \$50.00 per calendar day up to 10 days, the calculation to begin on the 11<sup>th</sup> business days after receipt of the written request.

**10.3 Official Records Exempt from Inspection and Copying.** The following records shall not be accessible to Members or Owners:

(A) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(B) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit or Parcel.

(C) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health and insurance records. For purposes of this subsection (C), the term "personnel records" does not include written employment agreements with an Association or management company employee, or budgetary or financial records that indicate the compensation paid to an Association or management company employee.

(D) Medical records of Owners or community residents.

(E) Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person (excluding the person's name, Parcel designation, mailing address, property address, and any address, e-mail address or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this subsection (E), the Association may print and distribute to Owners a directory containing the name, Parcel address and all telephone numbers of each Owner. However, an Owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subsection (E). The Association is not liable for the disclosure of information that is protected under this subsection (E) if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

(F) Any electronic security measure that is used by the Association to safeguard data, including passwords.

(G) The software and operating system used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the Association's official records.

The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information regarding the Community or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current Owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150.00 plus the reasonable cost of copying and any attorneys' fees incurred by the Association in connection with the response.

## 11. COMPETITIVE BIDDING.

11.1 Competitive Bidding Requirements: Contracts. All contracts as further described below or any contract that is not to be fully performed within one year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Act or the Governing Documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds 10% of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept

the lowest bid.

If the Association enters into a contract or other transaction with any of its Directors or a corporation, firm, association that is not an affiliated homeowners' association, or other entity in which a Director is also a director or is financially interested, the Board of Directors must:

- (A) Comply with the requirements of Section 617.0832, Florida Statutes.
- (B) Enter the disclosures required by Section 617.0832, Florida Statutes into the written minutes of the meeting.
- (C) Approve the contract or other transaction by an affirmative vote of 2/3 of the Directors present.
- (D) At the next regular or special meeting of the Voting Representatives, disclose the existence of the contract or other transaction to the Voting Representatives. Upon motion of any Voting Representative, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the Voting Representatives present. If the Voting Representatives cancel the contract, the Association shall only be liable for the reasonable value of goods and services provided up to the time of cancellation and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

An officer, Director or manager may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a Member or his or her immediate family from any person providing or proposing to provide goods or services to the Association. If the Board of Directors finds that an officer or Director has violated this provision, the Board of Directors shall immediately remove the officer or Director from office. The vacancy shall be filled until the end of the officer's or Director's term of office. However, an officer, Director or manager may accept food to be consumed at a business meeting with a value of less than \$25.00 per individual or a service or good received in connection with trade fairs or education programs.

11.2 Exceptions. Notwithstanding the foregoing, contracts with Association employees, and contracts for an attorney, accountant, architect, community association manager, engineering and landscape architect services are not subject to the competitive bid requirements set forth in Section 11.1. A contract executed before October 1, 2004, and any renewal thereof, is not subject to such competitive bid requirements. If a contract was awarded by competitive bidding, any renewal of that contract is not subject to such competitive bidding requirements if the contract contains a provision that allows the Board of Directors to cancel the contract on 30 days' notice. Materials, equipment or services provided to the Association under a local government franchise agreement by a franchise holder are not subject to competitive bidding requirements. A contract with a manager, if made by competitive bid, may be made for up to 3 years.

11.3 Emergency. Nothing contained in Section 11.1 above is intended to limit the ability of the Association to obtain needed products and services in an emergency.

11.4 Sole Source of Supply. Section 11.1 above shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within Lee County.

Nothing contained in this Section 11 shall excuse a party contracting to provide maintenance or management services from compliance with Section 720.309 of the Act.

12. MISCELLANEOUS:

12.1 Gender. 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.

12.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

12.3 Conflict. If there is a conflict between any provision of these Bylaws and the Act, the Act shall control. If there is a conflict between any provision of the Declaration and these Bylaws, the Declaration shall control. If there is a conflict between any provision of these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall control.