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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS OF AUTUMN WOODS COMMUNITY ASSOCIATION, INC. FOR PRESENT TEXT, SEE EXISTING BYLAWS.

**AMENDED AND RESTATED BYLAWS
OF
AUTUMN WOODS COMMUNITY HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1
GENERAL**

1. GENERAL. These are Amended and Restated Bylaws of Autumn Woods Community Association, Inc., hereinafter the “Association” or “Master Association”, a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at 6720 Autumn Woods Boulevard, Naples, Florida 34109, unless otherwise changed by the Board of Directors.

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 “corporation 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 terms defined in the Articles of Incorporation of the Association (“Articles”) as well as in the Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods (“Declaration”) are incorporated herein by reference.

1.4 Inspection of Books and Records. The books and records of the Association shall maintained at the Association’s Principal Office or management agent’s office and, subject to the limitations imposed by law, shall be open to inspection and available for copying by the Owners and institutional lenders, or their authorized agents, at reasonable times and places within ten (10) business days after receipt of a written request for access. Such parties may make or obtain copies of those records as provided by applicable law.

2. MEMBERS.

The Members of the Association are the record owners of legal title to the Lots and Units, as applicable.

2.1 Membership. Membership shall become effective after all the following events have occurred whereupon each owner shall become a member entitled to one (1) vote for each Lot or Unit owned.

(A) Recording in the Collier County Public Records of a deed or other instrument evidencing legal title to the Lot or Unit in the member.

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

(C) Designation, in writing, of a Primary Occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a business entity which is not a natural person.

2.2 Neighborhoods. Each Lot or Unit subject to the Declaration is situated within a Neighborhood. Each Neighborhood contains Lots or Units sharing common facilities and having similar interests. Each Neighborhood will be subject to the Declaration, and will also be subject to a separate Neighborhood Declaration that will, among other things, create a separate Neighborhood Association which will be governed by its own separate Articles of Incorporation and Bylaws. The Owner of each Lot or Unit will be a member of a Neighborhood Association as well as a Member of this Master Association. The Neighborhood Associations will be subordinate to this Master Association and will be responsible for performing the services and obligations imposed on them by this Master Association pursuant to the governing documents.

2.3 Voting Rights. Each Neighborhood Association shall exercise the voting rights herein established on behalf of all Members whose Units or Lots are within the jurisdiction of such Neighborhood Association. On all matters requiring the votes of Members as may be described in the Declaration, the Articles of Incorporation or Bylaws, such votes shall be conducted by the Neighborhood Associations and the total number of votes attributed to the Neighborhood Association shall then be cast by the Neighborhood Representative at a duly called meeting of the Master Association. Members shall not have the right to cast votes directly with the Association and shall be bound by the outcome of the voting conducted by the Neighborhood Associations.

2.4 Determination of Voting Rights. The total number of possible votes (the voting interests) of the Association is 548. The vote of a Lot or Unit is not divisible. The right to vote may be suspended for non-payment of any monetary obligations that are delinquent in excess of ninety (90) days. If a Lot or Unit is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot or Unit. If a Lot or Unit is owned jointly by two (2) or more natural persons, that vote may be cast by any one (1) of the record owners. If two (2) or more Owners do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the Owner of a Lot or Unit is other than a natural person, such as a trust or business entity, the vote of that Lot or Unit shall be cast by the Primary Occupant. All votes must be cast by an Owner or Primary Occupant.

2.5 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

2.6 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 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.

2.7 Member Register. The Secretary of the Association shall maintain a register in the office of the Association or management office showing the names and addresses of the Members of the Association. Each Member shall at all times advise the Secretary of any change of address of the Member, or of any change of ownership of the Member's Unit. The Association shall not be responsible for reflecting any changes until notified of such changes in writing.

3. MEMBERS' MEETINGS VOTING.

3.1 Annual Meeting. The annual meeting of Members will be held in Collier County, Florida, each year on a day and at a time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings will be held whenever called by the President or by a majority of the Directors, and a special members' meeting may also be called by members having at least ten percent (10%) of the voting interests. The business at any special members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission to those members consenting to receive notice by electronic mail. Notice shall also be provided to the Secretary of each of the Neighborhood Associations. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot or Unit is transferred after notice has been mailed or transmitted, no separate notice to the new Owner is required. 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' meeting shall be no less than ten percent (10%) of the total number of votes in all Neighborhoods based on the total attendance in person or by proxy of Members attending the Neighborhood Association meetings. The Voting Representative of each Neighborhood Association shall report the attendance to the Secretary of the Association. If one of the Neighborhood Associations does not have sufficient votes to constitute the quorum threshold there shall be no meeting.

3.5 Vote Required. The acts approved by a majority of the votes cast by the Neighborhood Representatives at a meeting of the Members at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents. The votes of the Neighborhood Associations are determined at a duly called meeting of the Neighborhood Association by Members voting in person or by proxy pursuant to Section 2.3 of these Bylaws.

3.6 Proxy Voting. The Representative of the Neighborhood Association will cast its Members votes at a meeting, such votes may be by ballot or proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (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 vote for the Lot or Unit, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members. Limited proxies may be used [in the](#) election of Directors in accordance with Section 4.3 of these Bylaws and other matters requiring a vote of the Owners. General proxies may not be used in the election of Directors, but may be used for other matters for which limited proxies are not required. In addition, the Board shall have the authority to adopt reasonable Rules and Regulations regarding the use of a power of attorney, including the ability of any agent in fact to attend a meeting of the members or a meeting of the Board of Directors.

3.7 Electronic Transmissions of Notices. If and to the extent permitted by law and applicable rules, the Association shall be entitled to electronically transmit notices, proxies and other communications to any Owner or Voting Member who consents in writing to accept electronic notices. Such consent may be revoked at the discretion of the Owner or Voting Member. Electronic notice addresses must be maintained among the official records of the Association, and are to be removed from the official records when permission to receive electronic notices is revoked by the Owner or Voting Member.

3.8 Participation by Members. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Members shall have the right to speak at the meetings of the Members and Board meetings with reference to all designated agenda items. A Member does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Member to speak on such items in its discretion. Every Member who desires to speak at a meeting may do so, provided that the Member has filed a written request with the Secretary of the Association prior

to the scheduled time for commencement of the meeting. Unless waived by the Chairperson of the meeting (which may be done in the Chairperson's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Members speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Member may record or video record a meeting, subject to reasonable restrictions as may be adopted from time to time by the Board of Directors.

3.9 Adjourned Meetings. 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. When a meeting is so adjourned, it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. 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.

3.10 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Call to Order
- (B) Call of the roll or determination of quorum
- (C) Proof of notice of meeting
- (D) Approval of minutes of last members' meeting
- (E) Reports of Officers
- (F) Reports of Committees
- (G) Election of Directors (annual meeting only)
- (H) Unfinished Business
- (I) New Business
- (J) Adjournment

3.11 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by Members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting. Minutes must be kept indefinitely.

3.12 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or 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.

4. BOARD OF DIRECTORS AND ELECTION.

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 and 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 Office. The number of Directors which shall constitute the whole Board of Directors shall be five (5). All Directors shall be elected for a term of three (3) years each and a Director's term will end at the annual election at which his successor is to be duly elected unless the Director sooner resigns or is recalled as provided for below. Directors shall be elected as provided for in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below. The Association shall adopt staggered terms at the 2019 election of Directors whereby two (2) Directors receiving the highest number of votes are elected for a three (3) year term, two (2) Directors are elected for a two (2) year term, and one (1) Director is elected for a one (1) year term. Thereafter, ~~three (3) Directors will be elected for three (3) year terms. in one (1) year and two (2) Directors elected for three (3) year in three (3) years in the alternate year.~~

4.2 Qualifications. Each Director must be an Owner or the spouse or cohabitant of an Owner. Spouse is defined herein as two married persons, or two persons of the same or opposite sex not married to one another, and who cohabitate together and are engaged in a stable and continuous interpersonal relationship and a life together as a couple. Cohabitant is defined herein as two married individuals, or two unmarried and unrelated individuals who cohabitate together and are engaged in a stable and continuous interpersonal relationship. In the case of a Lot or Unit owned by a corporation, any Officer is eligible for election to the Board of Directors. If a Lot or Unit is owned by a partnership, any partner is eligible to be a Director. If a Lot or Unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot or Unit is eligible to be elected to the Board of Directors. No more than one (1) Director may serve on the Board for any Lot or Unit at any one time, regardless of the number of eligible persons. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association for more than ninety (90) days as of the closing of nominations is not eligible for board membership. A Person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board. The validity of an action by the Board is not affected if it is later determined that the Director was not eligible for Board membership due to having been convicted of a felony.

4.3 Nominations and Elections. At each annual meeting, the members shall elect as many Directors as there are regular terms of Directors expiring. The Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of the Members. The Board also may establish such other Rules and Regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-

effective manner. Directors shall be elected by a plurality of the votes cast. At such election, the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

4.4 Notice for Election of Directors. Directors shall be elected by written ballot. Written ballots may be submitted by mail or otherwise delivered prior to the annual Members' meeting, or in person at such meeting. If submitted by mail, the Neighborhood Association must actually receive the ballot prior to the time the votes are tallied. Proxies shall in no event be used in electing Directors, either in general elections, or elections to fill vacancies caused by recall, resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another mailing or delivery including regularly published newsletters, to each Member a first notice of the date of the election. Any Member desiring to be a candidate for the Board may give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the annual meeting the Association shall mail or deliver to all Members a written notice and agenda for the annual meeting together with a second notice of the election and a ballot which shall list all candidates who previously gave notice of their candidacy in the manner stated. Upon request of any such candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Nothing herein shall prohibit the Members from voting for a write-in candidate or candidates on ballots they submit.

4.5 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the remaining Directors at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the expiration of the term of the office being filled. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.6 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interest for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any Director who is removed from office is not eligible to stand again for

election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.7 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.8 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.9 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to personnel matters and proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, 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 parcel 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, delivered or electronically transmitted and posted at least fourteen (14) days in advance. Notice may be given by electronic mail to those members who consent to receive notice by electronic mail.

4.10 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. [Notice to Owners may not be waived.](#)

4.11 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. 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.

4.12 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 of Directors, 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.

4.13 Adjourned Meetings. A 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 specified later time. 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.

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

4.15 Directors' Fees and Reimbursement of Expenses. 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 related to the proper discharge of their respective duties.

4.16 Committees. The President or the Board of Directors may appoint from time to time such standing or temporary committees, as the President or the Board may 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. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to a specific Lot or Unit are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to Lots or Units may not vote by proxy or secret ballot. Members of a committee appointed by the Board of Directors may only be removed by the Board of Directors.

4.17 Emergency Powers. In the event of any "emergency" declared by the State of Florida or Collier County, such as a hurricane, act of war, civil unrest, terrorism or similar event~~as defined in Section 4.16(G) below~~, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 720.316, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant Officers, persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given

in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(E) Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

~~(G) An “emergency” exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An “emergency” also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of the area in which Autumn Woods is located, or have declared that area a “disaster area.” A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.~~

5. OFFICERS.

5.1 Officers and Elections. The executive Officers of the Association shall be a President, and a Vice President, who must be Directors, a Treasurer and a Secretary, all of whom must be members and shall be elected annually by a majority vote of the Board of Directors. Any Officer may be removed with or without cause at any meeting by vote of a majority of the Directors. 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. Any person except the President may hold two (2) or more offices. 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 (1) Vice-President.

5.2 President. The President shall be the chief executive Officer of the Association; 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 are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board to some other Officer or agent of the Association.

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 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 standing committees when required. The Secretary shall give, or cause to be given, proper 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 or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, 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.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements 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 are selected by the Board of Directors. 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 whenever 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 of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any Officer for services as an Officer of the Association. This provision does not preclude the Board of Directors from employing Officers as employees of the Association.

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 at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. In order to optimize the return on invested funds, the Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar reasonable and sound investment vehicles as the Board deems appropriate, with private deposit insurance being acceptable.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Lot or Unit. Such accounts shall designate the name and mailing address of each Lot, the

amount and due date of each Assessment or charge against the Lot, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year at least fifteen (15) days prior to the beginning of that fiscal year. 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 and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one or more reserve accounts for capital expenditures, or deferred maintenance, ~~or contingency reserves for unanticipated operating expenses~~. The budget identifies statutory and non-statutory reserves. A statutory reserve shall be spent only for the purpose for which it is established unless a majority of Voting Interests at a duly called meeting vote otherwise. A non-statutory reserve may be spent, waived, or used as approved by a majority vote of the Board of Directors. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. The Regular Assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the annual Assessment shall be sent to the Owners of each Lot by the appropriate Neighborhood Association prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to timely pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual Assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Lot's or Unit's next due quarterly installment. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, it shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law. Notwithstanding the foregoing, it shall be the responsibility of the Neighborhood Association to remit to the Association the full amount of Assessments due on a timely basis.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. The total of all Special Assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests present in person or by proxy at a meeting of the members first consent. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which a Special Assessment will be considered shall be given as provided in

Section 4.8 above; and the notice to the Owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment.

6.7 Common Surplus. If there is a surplus at the end of the fiscal year, it shall be carried forward to the next year and applied as a credit to the operating budget, transferred to the reserve accounts or for working operating capital at the discretion of the Board of Directors.

6.8 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded, in such amounts as may be acquired by law or otherwise determined by the Board of Directors, but shall in no event be less than the maximum funds that will be in the custody of the association or its management agent at any one time. The premiums on such bonds are a Common Expense.

6.9 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. 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.

6.10 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.11 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by an Owner shall first be applied to interest, late fees, costs, attorney fees, other charges, fines and then to regular or Special Assessments.

6.12 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

7. RULES AND REGULATIONS; USE RESTRICTIONS.

The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Elements, the or Unit's and the operation of the Association, including but not to, rules concerning architectural and design criteria in the Board's discretion.

8. COMPLIANCE AND DEFAULT; REMEDIES.

In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' Tenants or Guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, as amended from time to time, the provisions of the Governing Documents, or the Rules and Regulations, or who condone such violations by their Family members, Guests or Tenants. Fines shall be in amounts deemed necessary by the Board to deter

future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be \$1,000.00. Fines shall be secured by a lien on the Owner's Lot or Unit. Suspensions of the use of Common Areas, facilities and common non-essential services (e.g. gate access barcodes, bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

1. a statement of the date, time and place of the hearing;
2. a short and plain statement of the specific facts giving rise to the alleged violation(s); and
3. the possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as Directors or Officers, or who are 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 agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy the same.

8.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, [as amended from time to time](#), no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay Assessments or other charges when due.

8.3 Correction of Health and Safety Hazards. Any situation, condition or violation of the Association rules which creates conditions of the property which are deemed by the Board of Directors 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 member.

9. AMENDMENT OF BYLAWS.

Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required. Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of sixty-seven percent (67%) of the Members voting in person or by proxy at a duly called meeting of the members of the Neighborhood Association which votes are then cast by the Neighborhood Representative at a duly called meeting of the members of the Master Association.

9.3 Effective Date. An amendment shall become effective upon the recording of a copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. MISCELLANEOUS.

10.1 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.

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, or the Articles, the provisions of the Declaration or Articles shall prevail over the provisions of these Bylaws.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of the Declaration, the Articles, or these Bylaws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a Member of the Association within thirty (30) days after the Member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all Members who received notice of the meeting and failed to object to such defect at the meeting.