

AMENDED AND RESTATED BYLAWS
OF
VINES COMMUNITY ASSOCIATION, INC.

AMENDED AND RESTATED BYLAWS

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OF
VINES COMMUNITY ASSOCIATION, INC.

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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

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

1. GENERAL. These are the Amended and Restated Bylaws of Vines Community Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a Community Association. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

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 Section 1 of the Declaration of the Community Association for the Vines Country Club shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record Owners of legal title to the Units in Vines Community Association. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit.
- (B) Approval by the Board of Directors as provided for in the Declaration.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of the Primary Occupants.

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2.2 Estero Country Club. Estero Country Club, formerly known as Vines Country Club, Inc. shall have one (1) vote.

2.3 Voting Interest. The members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of possible votes is equal to the total number of Units in Vines Community Association plus one for Estero Country Club. The vote of a Unit is not divisible. The right to vote may not be denied because of delinquent Assessments. If a Unit is owned by one (1) person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more persons, that Unit's vote may be cast by any one of the record Owners. If two (2) or more Owners of a Unit do not agree among themselves how their one vote shall be cast, no vote for that Unit shall be counted. If the Owner of a Unit is a corporation, partnership, limited liability company, trust or other artificial entity, the vote of that Unit shall be cast by either of the Unit's Primary Occupants. If the Primary Occupants do not agree among themselves how their one (1) vote shall be cast, no vote for that Unit shall be counted.

2.4 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 2.3 above, unless the specific approval of all record Owners is specifically required.

2.5 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 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 his membership, nor does it impair any rights or remedies which 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 Community Association shall maintain a register in the office of the Community Association showing the names and addresses of the Members of the Community Association. Each Member shall at all times advise the Secretary of any change of address of the Member, of any change of ownership of the Member's Units or Property, and of any change in the Units within the Member's Property. The Community Association shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any Property may register by notifying the Community Association in writing of its mortgage. In the event the Community Association files a claim of lien which affects any Property encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held on the Subject Property (or such other location in Lee County, Florida if specified in the notice), during the first four (4) months of each calendar year at a day, place and time designated by the Board of Directors. The purpose of the annual meeting is to conduct the election of directors and for any purpose as may be transacted by the members. During the annual meeting the votes cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by written petition of at least one-third (1/3) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each member at the address which appears on the books of the Association (which shall be the address last furnished to the Association by the Owner), or may be furnished by hand-delivery, or by electronic transmission in the manner set forth in Section 617.0141, Florida Statutes, to the extent that a member has consented to receive notices by electronic transmission and has not revoked such consent. Any such consent to receiving electronic transmissions shall be deemed revoked if: the Association is unable to deliver by electronic transmission two 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 notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors pursuant to Section 720.303(10) of the Florida Statutes shall not be given by electronic transmission. The member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. The notice of meeting must be mailed, hand-delivered, or electronically transmitted at least fourteen (14) days, and no more than sixty (60) 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. If ownership of a Unit is transferred after notice has been mailed, 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 waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous location on the Subject Property in accordance with Board rule for at least fourteen

(14) continuous days prior to the annual meeting. In lieu of or in addition to the physical posting of notices of any meeting of the members on the Subject Property, 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. However, if broadcast notice is used in lieu of a notice posted physically on the Subject Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under these Bylaws and the Florida Statutes. 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.

3.5 Attendance at Meetings. Any Member or person entitled to cast the votes of the Member may attend any meeting of the Members. Any Owner of record title to a Unit or Institutional Mortgagee may attend and observe any meeting of the Members. Any other person not expressly permitted to attend a Members' meeting may be excluded from the meeting by the presiding Officer.

3.6 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of members entitled to cast thirty percent (30%) of the votes in the Association.

3.7 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the members at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.8 Proxy Voting. To the extent lawful, any person 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 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 Unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. 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. Notwithstanding the foregoing, members may vote in person at members' meetings.

3.9 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the

adjournment is taken, notice of the adjourned meeting may be given to Members not present at the original meeting, without giving notice to the Members which were present at such meeting.

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

- (A) Call to order by the President or other designated Chairman of the meeting
- (B) (Annual meeting) Nomination of Directors; Election; Collection of election ballots not yet cast and closing of the polls;
or announcement of names of candidates who will take office upon adjournment of the annual meeting.
- (C) Call of the roll or certification of a quorum.
- (D) Proof of Notice of Meeting (and posting, if applicable).
- (E) Reading or disposal of any unapproved minutes.
- (F) Reports of Officers
- (G) Reports of Committees
- (H) Unfinished Business
- (I) New Business (with the items to be voted on specifically listed in the agenda and in the proxy)
- (J) Adjournment

3.11 Minutes. Minutes of all meetings of 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 Board members at reasonable times and for a period of seven (7) years after the meeting.

3.12 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with Florida law or the Governing Documents. The Chairman of the meeting 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.

3.13 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by 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 members' rights to call a special member's 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 by the Florida Statutes or the Governing Documents.

4.1 Number and Terms of Service. The affairs of the Association shall be managed by a Board of seven (7) Directors. Each of the following Association's shall appoint or elect one Director from their respective Association: Lost Creek, Silver Oaks, Grand Palm, Southwind and Fairway Bend, as provided for in the Neighborhood Association documents. In the absence of a Neighborhood's appointment or election of a Director, then the President of the Neighborhood Association shall serve as the Director. Vintage Trace Circle shall elect two (2) Directors at the annual meeting. There currently exists a staggered Board with three (3) directors elected or appointed in even years and four (4) directors elected or appointed in odd years. Each Director serves a two (2) year term. A Director's term will end at the annual meeting at which his successor is to be duly elected or appointed, unless he resigns sooner, or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a: member; or a Primary Occupant (in the case of Units required to designate Primary Occupants pursuant to Section 14 of the Declaration); or the spouse of a member or Primary Occupant.

4.3 Nomination and Elections. On the day of each annual meeting, the members of Vintage Trace shall elect its Directors in accordance with the Act and these Bylaws. Not less than forty-five (45) days prior to the annual meeting, the Association shall send a First Notice of Annual Meeting to all Members of Vintage Trace, specifying the date, time and location of the annual meeting, the number of Directors to be elected and the deadline by which any eligible person may place his name into nomination by responding in writing to the address specified in such First Notice, which deadline shall not be more than thirty (30) days prior to the annual meeting. Any eligible person who nominates himself to be a candidate may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations from the floor shall be accepted only if required by the Act. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of Annual Meeting to all Members in Vintage Trace, along with either an election ballot or limited proxy for the election of directors, any timely submitted candidates' resumes, a proxy (Limited or General, if not used in the election) and any other documents in the Board's discretion. The election ballot or limited proxy shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot or limited proxy shall not be counted for the election. At the commencement of the annual meeting, any nominations from the floor shall be accepted, all election ballots not yet cast shall be collected and the polls shall then be closed. The remaining business of the annual meeting shall proceed while the ballots and proxies are counted. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur. The candidates who are elected shall take office upon the adjournment of the annual meeting. In the election of Directors, each Unit has as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it

being the intent hereof that voting for Directors shall be non-cumulative. Notices, candidate information sheets and ballots may be given by electronic transmission (to those members who have so consented).

4.4 Vacancies on the Board. If the office of any Director from Vintage Trace becomes vacant for any reason other than removal by the members, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor from Vintage Trace to fill the remaining unexpired term. If the office of any Director appointed by a Neighborhood Association becomes vacant for any reason, such Neighborhood Association shall appoint a successor Director as provided in Section 4.1 above. Until such successor Director is appointed, the President of the Neighborhood Association shall fill the vacancy. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, or if the remaining Board members are unwilling or unable to appoint a successor, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.5 Recall of Directors. Any or all Directors may be removed (“recalled”) with or without cause by a majority vote of the members entitled to elect the Director, either by a written petition, or at any meeting called for that purpose, in the manner required by the Florida Statutes.

4.5.1 Recall of Directors by Meeting. A special meeting of the Unit Owners to recall a member or members of the Board may be called by at least ten percent (10%) of the Voting Interests, giving notice of the meeting as required for any other members’ meeting, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for the purpose of a recall. If the recall is approved by a majority of the members entitled to elect the Director by a vote at a meeting, the recall will be effective as provided below. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the members’ recall meeting. At the Board meeting, the Board shall either certify the recall, in which case such member or members of the Board shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all Association records and property in their possession, or shall proceed as set forth in Section 4.5.3 below.

4.5.2 Recall of Directors by Written Agreement. If the proposed recall is by a written agreement by a majority of the members entitled to elect the Director, the written agreement or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a Board meeting within five (5) full business days after receipt of the written agreement. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all Association records and property in their possession, or shall proceed as set forth in Section 4.5.3 below.

4.5.3 Recall Arbitration. If the Board determines not to certify the recall, the Board shall, within five (5) full business days after its meeting, file with the department a Petition for Arbitration pursuant to

the procedures set forth in Section 720.303(10)(d) of the Florida Statutes. For the purposes of this section, the members who voted at the meeting or who executed the written agreement shall constitute one party under the Petition for Arbitration. If the Arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. Any member or members so recalled shall deliver to the Board any and all Association records in their possession within five (5) full business days of the effective date of the recall.

4.5.4 Failure of Board to Hold Board Meeting. If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of a written recall agreement or within five (5) full business days of the adjournment of the members' recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all Association records and property in their possession.

4.5.5 Filling Vacancies Caused by Recall If a vacancy occurs on the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, provided that the vacancy is filled by a member of the applicable Association. If for any reason, the remaining Board members are unwilling or unable to appoint a successor, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting. If vacancies occur on the Board as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with administrative rules of the Division.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board as a notation in the Second Notice of election. If the notice of the organizational meeting is not provided and posted as part of the Second Notice of election, notice of the Board's organizational meeting must be posted conspicuously on the Subject Property for at least forty-eight (48) continuous hours in advance of the meeting.

4.7 Other Meetings. Meetings of the Board 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, telephone, telegram or other form of electronic transmission at least forty- eight (48) hours prior to the day named for such meeting. If notice is transmitted by facsimile, notice shall be effective if correctly directed to a number at which the Director has consented to receive notice. If notice is transmitted by electronic mail, notice shall be effective if correctly directed to an email address at which the Director has consented to receive notice.

4.8 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board 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 personnel matters. Notices of all Board meetings shall be posed conspicuously in the Property for at least forty-eight (48) continuous hours in advance of each Board 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. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. An Assessment may not be levied at a Board 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, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda by petition of the membership pursuant to Section 720.303(2)(d) of the Act. The Association may adopt reasonable, written Rules and Regulations expanding the rights of Members to speak and governing the frequency, duration, and other manner of the member statements, (including a sign-up sheet requirement), which Rules and Regulations must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act. Notices of Board meetings may be given by electronic transmission (to those members who have so consented) in lieu of mail or hand-delivery, when the latter two methods are otherwise required pursuant to Section 720.306 of the Florida Statutes.

4.9 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.

4.10 Quorum of Directors. A quorum at a Board 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, by a conference telephone call or similar communicative arrangement whereby all persons participating by phone or physically present at the meeting can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11 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 Florida law. A director who is present at a meeting of the Board shall be deemed to have voted with the majority on any item of business voted upon, 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. In the event of an emergency such as a hurricane where it is impossible for the Directors to participate by a conference telephone call or similar communicative arrangement whereby all persons participating by phone or physically present at the meeting can hear and speak to all other persons, action required or permitted by Florida law or the Governing Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date. The written approval of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that Director for the action taken at said meeting, but such concurrence cannot be used for the purpose of determining a quorum.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. Notice of the rescheduled or reconvened meeting shall be provided in the manner set forth in Section 4.8 above. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.13 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 a majority of the Directors participating in the meeting.

4.14 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, as determined by the Treasurer, relating to the proper discharge of their respective duties. Reimbursement of the Treasurer's expenses shall be approved by the President, or his designee.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board 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. If required by the Act, as the same may be amended from time to time, committee meetings shall be open to attendance by any Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings, except for such committee meetings between the 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; or personnel matters. As of the effective date of these Bylaws, Section 4.7 also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to the Architectural Review Committee, if one has been established pursuant to the Declaration.

4.16 Order of Business/Agenda. The order of business and agenda at all regular meetings of the Board of Directors shall be as follows:

- (A) Call to Order.
- (B) Call of the Roll or certification of quorum.
- (C) Proof of Notice and Posting.
- (D) Reading or disposal of any unapproved minutes.
- (E) Consideration of communications. (if applicable)
- (F) Resignations. (if applicable)
- (G) Reports of officers and manager.
- (H) Reports of committees.
- (I) Unfinished business.
- (J) New business (with the items to be voted on specifically listed in the agenda).
- (K) Adjournment.

4.17 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Community Association, express or implied, existing under these By-Laws, the Articles, the Declaration, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

4.17.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of the Subject Property determined to be maintained by the Board.

4.17.2 The determination of the expenses required for the operation of the Association.

4.17.3 The collection of Assessments for Common Expenses from Association Members required to pay same.

4.17.4 The employment and dismissal of personnel.

4.17.5 The adoption and amendment of rules and regulations covering the details of the operation and use of Property owned and/or maintained by the Association.

4.17.6 Maintaining bank accounts on behalf of the Association and designating signatories required therefore.

4.17.7 Obtaining and reviewing insurance for Property owned and/or maintained by the Association.

4.17.8 The making of repairs, additions and improvements to, or alterations of, property owned and/or maintained by the Association.

4.17.9 Borrowing money on behalf of the Association.

4.17.10 Contracting for the management and maintenance of property owned and/or maintained by the Association authorizing a management agent or company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties granted by all Association documents and the Declaration, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

4.17.11 Exercising all powers specifically set forth in the Declaration, the Articles, these By-Laws, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

4.17.12 Entering into and upon any portion of the Property, including Units, when necessary to maintain care and preserve any Property in the event the respective Neighborhood Association or Member fails to do so.

4.17.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the Members for violations of these By-Laws and the terms and conditions of the Declaration or of the Rules and Regulations of the Neighborhood Association.

4.17.14 Acquiring and entering into agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the Association, intended to provide for the enjoyment, recreation, or other use and benefit of the Members and declaring expenses in connection therewith to be Common Expenses; and all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President and Vice President, who must be directors, and Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by a majority vote of the Board of Directors. Any person, except the President, may hold two 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. The Board of Directors may delegate powers of removal of subordinate officers to any officer. If the Board so determines, there may be more than one Vice President.

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 are carried into effect. He shall execute bonds, mortgages and other contracts requiring 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 of Directors 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 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 or the President. He 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 any has been designated, or in the Secretary's and Assistant Secretary's absence, by appointment of the President.

5.5 Treasurer. The Treasurer shall be responsible for Association 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 funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, 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.

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. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board, or its designee, may invest Association funds in interest-bearing accounts, money market funds primarily invested in government securities, certificates of deposit, U.S. Government securities, FDIC backed investments, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a budget of Common Expenses for each fiscal year, prior to the beginning of the fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications in the form and manner required by Section 720.303(6) of the Florida Statutes, as the same may be amended from time to time. The Board shall follow the same procedures as outlined above in the event that it wishes to amend an already approved budget for the remainder of the fiscal year. The Association shall provide each member with 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.

6.3 Reserves for Capital Expenditures and Deferred Maintenance . In addition to annual operating expenses, each proposed budget may include reserve accounts for capital expenditures and deferred maintenance as provided for in Section 720.303(6), Fla. Stat. The amount to be reserved shall be computed by a formula 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 or extensions of the useful life of a reserve item caused by deferred maintenance. These reserve shall be funded unless the Members determine by a majority vote at a duly called meeting of the Members, to fund no reserves or less reserves than required by Section 720.303(6). Funding formulas for reserves authorized shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets. The Board of Directors may schedule its budget meeting to occur immediately after the adjournment of a membership meeting held for purposes of voting on reserve funding for the subsequent fiscal year. Reserves funded under this Section 6.3.1, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purpose for which they were reserved, unless their use for other purposes is approved in advance by a majority vote at a Members' meeting called for that purpose. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds. Operating and reserve funds may be combined in the Assessments paid by Members, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Contingency Funds. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency funds" for contingencies and operating expenses for each Association and for the Association. The purpose of these contingency funds is to provide financial stability and to avoid the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

6.5 Assessments. Regular annual Assessments based on the adopted budget shall be paid either monthly or quarterly, as determined by the Board. 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.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board approving such Assessments. An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the members and posted conspicuously in The Vines Country Club or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of 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, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

6.8 Financial Statement or Report. 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, an audit by a certified public accountant for the preceding fiscal year. Within 21 days after the audit is completed 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 Owner a copy of the audit or a notice that a copy of the audit will be mailed or hand delivered to the Owner, without charge, upon receipt of a written request from the Owner. The Association may prepare or cause to be prepared a review, compilation or financial report in lieu of an audit for the Association budget, only if approved by a majority of the Voting Interests present (in person or by proxy) and voting at a members' meeting at which a quorum has been established. Such vote must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. **RULES AND REGULATIONS: USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations subject to any limits contained in this Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use of Lots 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 Vines Country Club or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Lots must include a statement that changes to the Rules and Regulations regarding the use of Lots will be considered at the meeting. Copies of such Rules and Regulations shall be furnished to each Owner. Any Rules and Regulations creating and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Owners, and, unless otherwise permitted by law, uniformly applied and enforced.

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

8.1 Fines. The Board of Directors may levy reasonable fines against Units whose Owners commit violations of the provisions of the Governing Documents or condone such violations by their family members, guests, invitees or lessees. No fine may become a lien against a Unit. No fine may exceed \$100 per violation or the maximum allowed by law. However, a fine may be levied on the basis of each day of a

continuing violation, with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000. The procedure for imposing such fines shall be as follows:

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Owners 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 statement of the provisions of the Governing Documents which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association; and,

(B) The party against whom the fine 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 shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest. If the committee does not agree with the fine, the fine may not be levied.

8.2 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Subject Property 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 written petition to the Board signed by at least twenty-five percent (25%) of the Voting Interests.

9.2 Procedure. Upon any amendment being proposed as provided above, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or the notice that a vote will occur by written consents in lieu of a meeting. A proposed amendment shall contain the full text of the language with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

“Substantial rewording of Bylaws. See Bylaws, Section ____ for present text.”

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of these Bylaws, a proposed amendment must be approved by a majority of the votes of the entire membership of the Association who are present and voting, in person or by proxy, at an annual or special members’ meeting at which a quorum has been established. A proposed amendment may also be approved by written consent of the Owners by written consents in lieu of a meeting in the same percentage as required to approve an amendment at a meeting. The Bylaws shall be deemed amended by virtue of revisions to laws, regulations and statutes which control over conflicting provisions of the Bylaws. The Board of Directors shall have the authority to amend the Bylaws in order to conform the provisions thereof with such revisions to laws, regulations and statutes. In addition, the Board of Directors may amend the Bylaws to correct author’s errors or omissions, and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board 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 all of the following items, when applicable, that are required to be maintained as “official records” pursuant to Section 720.303(4) of the Florida Statutes:

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

(B) A copy of the recorded Declaration and Bylaws; a certified copy of the Articles of Incorporation; and a copy of all amendments to the foregoing documents.

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

(D) The minutes of all meetings of the members and the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

(E) A current roster of all Unit Owners and their mailing addresses and, Unit identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Unit Owners for receiving notice by electronic transmission of those Unit Owners consenting to receive notice by

electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from the Association's official 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.

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

(G) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility. Bids received by the Association for work performed must be kept for a period of one (1) year.

(H) Bills of sale or transfer for all Association owned property.

(I) Accounting records, which shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

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

(2) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

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

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

(J) A copy of the disclosure summary described in Florida Statutes 720.401(1).

(K) All other Association records not specifically included in the foregoing list which are related to the Association's operations.

10.2 Access to Official Records. The Association's official records are open to inspection by any member or the authorized representative of such member at all reasonable times within ten (10) working days after receipt of a written request by the Board or its designee. The Association may comply with this requirement by having a copy of the official records available for inspection or copying on the Subject Property if the original official records are maintained elsewhere in Lee County or the State of Florida. The right to inspect the records includes the right to make or obtain copies, as the reasonable expense, if any, of the member. The Board may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the records exceed 25 pages in length or if

the Association does not have a photocopy machine available, the Association may have copies made by an outside vendor and may charge the actual cost of copying.

10.3 Official Records Exempt from Inspection and Copying. The following records shall not be accessible to Unit 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 any 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 imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

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

(C) Disciplinary, health, insurance and personnel records of the Association's employees.

(D) Medical records of Unit Owners.

11. MISCELLANEOUS.

11.1 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.

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

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

11.4 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 By-Laws 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.

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