Compiled, unofficial version of Bylaws

AMENDED AND RESTATED BYLAWS
OF
PELICAN LANDING COMMUNITY ASSOCIATION, INC.

1. GENERAL

These are the Amended and Restated Bylaws of Pelican Landing Community Association, Inc., (hereinafter the "Association" or "Community Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation. This document revokes and supersedes all prior Bylaws in their entirety.

1.1 Principal Office. The principal office of the Community Association shall he located at 24501 Walden Center Drive, Bonita Springs, FL 34134, unless relocated by resolution of the Board of Directors.

1.2 Seal. The seal of the Community Association shall bear 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 placed upon any written instrument where a seal may be required.

1.3 Definitions. All terms defined in the Declaration of General and Protective Covenants for Pelican Landing (the "Declaration") to which these Bylaws are attached as Exhibit "D", are used in these Bylaws with the same meanings as in the Declaration, unless the context clearly requires another interpretation, or unless otherwise defined herein. Other terms used in these Bylaws are defined as follows:

(A) "Governing Documents" means the Declaration and all recorded exhibits thereto, as amended from time to time.

(B) "Neighborhood Association" means a homeowners association as defined in applicable Florida law, as amended from time to time, any other mandatory membership property owners association not included within the foregoing, a condominium or cooperative association, any other incorporated entity responsible for the operation of a Neighborhood, or a portion of the Business Properties as provided for in Article III, Section 3, of the Declaration.

(C) "Neighborhood Committee" means an informal organization created and operated as authorized in Article III, Section 3(a), of the Declaration, and further provided in Section 6 below, to perform some functions of the Neighborhood Association in Neighborhoods which do not have a Neighborhood Association.

(D) “Rules and Regulations” means the administrative rules, regulations, resolutions, policies, guidelines and practices adopted by the Board of Directors of the Community Association, as amended from time to time.

(E) "Unit Owners' Committee" means that group of Voting Representatives provided for in Section 7 of these Bylaws, created to represent the interests of the Class "A" Members in dealing with the Declarant and Community Association during the original Class "B" Control Period.

(F) "Voting Representative" has the same meaning as "Voting Member" in the Declaration.

2. MEMBERSHIP AND VOTING RIGHTS

The Association has two (2) classes of membership, Class "A" and Class "B," as more fully set forth in Article III of the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. Every Owner and the Declarant, as long as they are Owners, shall be Members of the Community Association. Class "A" Membership is appurtenant to, and may not be separated from, ownership of a Unit which is subject to being assessed by the Community Association.

2.1 Voting Rights. The voting rights appurtenant to each of the classes of membership are set forth in Article III of the Declaration, which is hereby incorporated by reference. All Members shall have the right to vote in all matters, pursuant to these Bylaws, except where the Governing Documents provide that a matter shall be voted on only by one or more specific classes or groups of Members.

2.2 Method of Voting. All votes of the Class "A" Members pertaining to the Community Association, except in the election of Directors, shall be cast by the Voting Representatives as further provided in Section 3 below. The Association may, upon Board approval, utilize electronic voting as set forth in Chapter 720, Florida Statutes, as the same may be amended from time to time, for voting pursuant to the Bylaws and the Declaration. Notwithstanding any other provision to the contrary in section 4.4, if electronic voting is adopted by the Board per 2.2 of the Bylaws, references to written ballots shall be inapplicable.

2.3 Prevention of Duplicate Voting. Neighborhood Associations whose only members are other Neighborhood Associations, or Neighborhood Committees, or the representatives thereof, shall have no right to participate in voting in Community Association affairs.

2.4 Membership Records; Evidence of Membership. Records shall be maintained by the Community Association as provided in Sections 2.7 and 8.13 below. The Board (or its designee), in its sole discretion, may make available to Members in good standing who present satisfactory proof of ownership, a certificate or other evidence of membership, which may be wallet-size. The certificate of membership may set forth the number of Units owned by the Member and such other information as is determined by the Board. Admission to any General Common Area,

facility, meeting or affair may be conditioned upon production of a current certificate of membership by the Member. A Member in "good standing" is current in the payment of all assessments and other financial obligations to the Community Association, and his membership is not suspended.

2.5 Transfer of Membership. No Member may transfer his Community Association membership, except as an appurtenance to his unit. when a member ceases to be an Owner, his membership automatically terminates, but termination does not relieve or release a former Member from liability or obligation incurred under or in any way connected with the Community Association during the period of membership, nor does it impair any rights or remedies which the Community Association may have against a former Member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

2.6 Suspension of Membership. The Board may at any time suspend a Class "A" Member's membership in the Community Association for good cause:

(A) For the period of time during which an Assessment against the Member remains unpaid after the date it is due and payable; or

(B) For a reasonable period during or after any infraction of the Governing Documents or Rules and Regulations by a Member and/or by any person(s) to whom he has expressly or impliedly delegated his privileges; or

(C) For misuse, abuse, or intentional destruction of Community association facilities, equipment or property, either real or personal,

During any period of suspension, the Class "A," Member shall have no vested right or privilege in, to or over the assets, functions, affairs or franchises of the Community Association. However, no membership shall be suspended until the Member has had reasonable notice of the intended suspension and a reasonable opportunity to be heard and present evidence on his own behalf. Suspension of any member's membership shall revoke his right and privilege to use and enjoy General Common Areas and facilities, to delegate such use rights, and to participate or vote in Community Association affairs; but nothing herein shall authorize the Community Association to deny or prevent ingress to or egress from a Unit or a portion of any Business Property. A suspension shall in no way impair the right and ability of the Community Association to levy and collect any Assessment or to impose and execute upon any lien described in Article X of the Declaration or these Bylaws.

2.7 Official Records. The Community Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(A) A copy of the Development of Regional Impact (DRI) plans, permits, warranties, and other items provided by the Declarant or obtained by the Community Association.; and

(B) All other records, which are required to be kept and allowed to be inspected and copied pursuant to Florida Statutes as such statutes may be amended from time to time.

The official records shall be kept in Lee or Collier County, Florida, open to inspection by Owners or their authorized representatives at reasonable times. The failure of the Community Association to permit inspection of its official records by Owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The right to inspect includes the right to make or obtain photocopies, at the reasonable expense of the person requesting copies.

3. MEMBERS' MEETINGS

Meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either within the Properties or as convenient thereto within Lee County, Florida, as possible and practical. All Class "A" Members are entitled to attend Members' meetings, notwithstanding the fact that only Voting Representatives or their designated alternates may cast Class "A" votes.

3.1 Annual Meeting. The annual meeting of the Members shall be held during the first calendar quarter of each year, at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special meetings of the Members must be held whenever called by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a petition signed by the Voting Representatives of at least twenty-five percent (25 %) of the Class "A" voting interests. The petition must state the limited purpose or purposes of the meeting. Business at a special meeting is limited to the items specified in the request, or set forth in the notice of meeting. Notice of a special meeting posted in accordance with Florida Statutes must include a description of the purpose or purposes for which the meeting is called.

3.3 Quorum. A quorum shall be attained at a meeting by the presence in person, or by designated alternate, of Voting Representatives representing at least a majority of the then-existing Class "A" voting interests. However, as long as there is a Class "B" Member, no quorum can exist or be attained unless a representative of the Class "B" Member is present, or the class "B" Member has waived, in writing, its presence. The Voting Representatives present at a duly called meeting at which a quorum has been attained may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Representatives to leave less than a quorum still present, provided that the Voting Representatives of at least twenty-five percent (25%) of the total Class "A" voting interests remain in attendance.

3.4 Vote Required to Transact Business. The acts or resolutions approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the acts of the Members of the Community Association, unless a higher vote is specifically required by law, or by the Governing Documents. After termination of the Class "B" Control Period, no act or resolution of the Members can be approved or become effective unless it is approved by the Class "B" Member.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand delivered to the individual or address designated by each Neighborhood Association or Committee to receive Community Association notices, and to the Owner(s) of Business Properties. Thereafter, it shall be optional with the Neighborhood Association or Committee to notify the owners of Units. The notices must be mailed or delivered by the Community Association not less than thirty (30) days prior to the date of the meeting. Notices of each meeting together with an agenda shall also be posted in a conspicuous location on the General Common Areas for at least thirty (30) consecutive days before the meeting.

3.6 Voting Representatives. Each Neighborhood Association and Neighborhood Committee, and the owner(s) of each portion of the Business Properties permitted to do so pursuant to Section 38 of Article I of the Declaration, shall appoint and designate in writing to the Secretary of the Community Association, at least annually by April 1st of each year, the name and address of one person who will serve as its Voting Representative. That person will:

(A) Receive Community Association notices;

(B) represent the Members of the Neighborhood Association or Committee at Community Association meetings;

(C) Cast the votes for the Units within the Neighborhood or the Business Properties, as the case may be; and

(D) Represent the Neighborhood or Business Property on the Unit Owners' Committee during the Class "B" Control Period, as further provided in Section 7 of these Bylaws and Article III of the Declaration.

An Alternate Voting Representative may be designated to serve in the absence or disability of the Voting Representative. The Voting Representative and the Alternate Voting Representative (if any) serve at the pleasure of the entity which appointed them, and may be removed by that same authority, i.e. a majority vote of the Neighborhood Association Board of Directors or Committee, at a duly called meeting of the Board or Committee.

3.7 Adjourned Meetings. Any duly called meeting of the Voting Members may be adjourned to be reconvened at a later time and date, not more than thirty (30) days after the original date of the meeting, by vote of a 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 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 at the continuance.

3.8 Order of Business. The order of business at meetings of the Members shall be substantially as follows:

(A) Election of Directors (when appropriate)
(B) Determination that a quorum has been attained.

(C) Reading or waiver of reading of minutes of last members' meeting.
(D) Reports of Officers
(E) Reports of Committees
(F) Unfinished Business
(G) New Business
(H) Adjourned

3.9 Minutes. Minutes of all meetings of the Members and of the Board of Directors of the Community Association shall be kept in a businesslike manner, and must be available for inspection by Members or their authorized representatives and Board members at all reasonable times. Minutes must be reduced to writing within thirty (30) days after the meeting, and kept in written form for a period of at least seven (7) years after the meeting.

3.10 Voting Within Each Neighborhood. When a vote is taken within a Neighborhood, one (1) indivisible vote may be cast for each Unit of which one or more Class "A" Members are the Owners, regardless of the number of owners of the Unit, or the manner in which title is held by them.

(A) If a Neighborhood is governed by a Neighborhood Association, the Bylaws of the Association shall provide, and if they do not shall be deemed to provide, a procedure by which the Neighborhood Association shall collect and tabulate, and the Voting Representative shall cast with the Community Association, the votes of its members in the same manner as originally cast by its members.

(B) If a Neighborhood is not governed by a Neighborhood Association, and instead has a Neighborhood Committee, the votes for the Neighborhood shall be cast by the Neighborhood's Voting Representative in the same manner as provided in the foregoing paragraph, except the Neighborhood Committee shall establish the rules as to how the votes shall be collected.

(C) If the Unit is owned by one natural person, the right to vote shall be established by the record title. If the Unit is owned jointly by two or more natural persons, any one of the record owners may cast the vote. If two or more Owners do not agree among themselves how to vote on any issue, that vote shall not be counted for any purpose. If the Owner of a Unit is a corporation, the vote may be cast by the president or vice-president of the corporation. If the Unit is owned by a partnership, the vote may be cast by any general partner. If the Unit is owned in trust, the vote may be cast by any one (1) of the trustees.

(D) The fact that a Voting Representative fails to cast the Neighborhood's votes as the votes were originally cast by the Owners, shall not invalidate the votes as cast by the Voting Representative. Nothing herein shall require the use of secret ballots by Voting Representatives unless otherwise required by law.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law or the Governing Documents. The

resident 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.

3.12 Action by Members without a Meeting. Except for the holding of the annual meeting, and the election of Directors, any action required or permitted to be taken at a meeting of the Voting Members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by Voting Members having not less than the minimum number of votes that would be necessary to take such action at a meeting if all of the of the Class "A" voting interests were present and voted, unless a lesser vote is sufficient by law. Subject to the last sentence of Section 3.4, if the requisite number of written expressions of approval are received by the Secretary within sixty (60) days after the date on the earliest-dated consent received, the action so authorized shall be of full force and effect. Within ten (10) days after receiving the consents, the Board shall send written notice of the action taken to all Voting Members who have not consented in writing. Nothing in this section affects the rights of Voting Members to call a special meeting.

4. BOARD OF DIRECTORS

The administration of the affairs of the Community Association shall be by a Board of Directors. All powers and duties granted to the Community Association by law, as modified and explained in the Declaration, Articles of Incorporation, or these Bylaws, shall be exercised by the Board, subject to approval by or consent of the Members only when such is expressly required by law, or by a provision of the Governing Documents.

4.1 Powers and Duties. The Board shall have the power and authority to carry out and perform the following functions and duties:

(A) Preparing and adopting annual budgets in accordance with the Declaration;

(B) Acquiring possessory, use or ownership rights in property, real or personal, and entering into agreements with persons, including Declarant, relating to the orderly transfer of property to the Community Association;

(C) Conveying portions of the Properties owned by the Association to any UCDD as provided for in the Declaration; cooperating with the DRC, UCDD and the owners of the Business Properties in the performance of their respective responsibilities; and performing the duties of the DRC or UCDD if so required under the Declaration;

(D) Providing for the operation, care, upkeep, and maintenance of the Areas of Common Responsibility;

(E) Collecting Assessments, depositing the proceeds thereof in one or more depositories selected in the Directors' best business judgment, and using the proceeds to operate the Association;

(F) Levying Special Assessments and Benefitted Assessments in the manner set forth in the Declaration, making Assessments to defray the Common Expenses and Neighborhood Expenses, and establishing the frequency and due dates of the installment payments of the annual Assessments;

(G) Keeping books and records in accordance with generally accepted accounting principles, with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(H) Designating, hiring, and dismissing the personnel necessary for the operation of the Association, the maintenance, repair and replacement of its property and the Areas of Common Responsibility, and, when appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(I) Making repairs, additions, and improvements to, or alterations of, the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire, storm or other casualty;

(J) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premiums therefor;

(K) Making and amending Rules and Regulations, policies, guidelines, and resolutions governing the use of the General Common Areas and other Areas of Common Responsibility and the operation of the Association; enforcing by legal means the Rules and Regulations and the provisions of the Governing Documents; and imposing such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Community Association and its Members;

(L) Establishing and levying reasonable fees for the use of General Common Areas;

(M) Making available to any prospective purchaser of a Unit, any Owner, and any Mortgagee, current copies of the Governing Documents, the Rules and Regulations, and all other official records, and financial statements of the Association, subject to the Association's right to charge a reasonable fee for such copies;

(N) Permitting utility suppliers to use portions of the General Common Area reasonably necessary to the ongoing development or operation of the Properties, including the granting of utility easements over the Common Areas;

(O) Employing professional management agents at a compensation established by the Board to perform such duties and services as the Board shall authorize;

(P) Establishing such standing or temporary committees as it may deem necessary or

convenient for the efficient and effective operation of the Community Association. Each committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to bind the Community Association or act for and in the place of the Board, including the power to authorize the expenditure of funds, the committee shall conduct its meetings, and give notice of such meetings, with the same formalities as are required for meetings of the Board of Directors;

(Q) Borrowing money as necessary to perform its other functions; however, regardless of any other provision in the Governing Documents, during the Class "B" Control Period, no mortgage lien shall be placed on any portion of the General Common Area without the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least fifty-one percent (51%) of the Members other than the Declarant and the Declarant's nominees; and

(R) Performing all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Community Association.

4.2 Number; Qualifications. Initially the Board of Directors has been composed of three (3) Directors elected by the Class "B" Member. These three Directors are not subject to removal by the Class "A" Members, and need not be Members of the Community Association. Each Director elected by the Class "A" Members must be a Class "A" Member, or the spouse of a Class "A" Member. Each Director elected by the Class "A" Members to represent a single Voting Group must be an Owner or the spouse of an Owner of a Unit in the Neighborhoods comprising that Voting Group.

(A) In 1993, the number of Directors shall be increased to five (5) by the election of two (2) Directors at large by the Class "A" Members, as further described in Section 4.5 below.

(B) At the Turnover Meeting, described in Section 10.1 below, the size of the Board shall be increased to nine (9) Directors, with at least one (1) Director to be elected by each voting Group, as specified by the Declarant in a Supplemental Declaration creating the Voting Groups, to be recorded before the Turnover Meeting as stated in Article III, Section 3(b) of the Declaration. If there are less than nine (9) Voting Groups, the remaining directorships will be filled by election at large by the vote of all Class "A" Members.

(C) In addition, regardless of any other provisions in the Governing Documents, as long as Declarant has the right to annex additional property into Pelican Landing as set forth in Article VIII of the Declaration, Declarant shall have the right, but not the obligation, to amend the Amended and Restated Voting Group Supplemental Declaration (i) to add such additional property or any portion thereof to a designated existing Voting Group (“Existing Voting Group”), or (ii) to create up to two (2) additional Voting Groups (“New Voting Group(s)”) and increase the number of Directors by not more than two (2) for a maximum of eleven (11) Directors; or (iii) to include such property in no Voting

Group. For clarification purposes, Declarant shall have the right, in its sole and absolute discretion, to determine whether such additional property shall be added to an Existing Voting Group or a New Voting Group, and in either such determination such additional property shall also be included in the Community Voting Group.

(D) In addition to the requirements otherwise stated in this Section 4.2, it shall be a further requirement for qualification and service as a Board Member that such member is not also: a member of the Unit Owners Committee; a member of the governing board of any Special District whose jurisdiction is limited to providing services within the Pelican Landing Community; or a member of the governing board of any of the following: The Colony at Pelican Landing Foundation, Inc., The Colony Golf and Country Club, Inc., or the Pelican's Nest Golf Club, Inc.

4.3 Term of Office. In order to provide for a continuity of experience by establishing a system of staggered terms of office:

(A) At the Turnover Meeting, the Colony Voting Groups candidate receiving the greatest number of votes in such Groups collectively shall be elected as a Director of Voting Group 1 for a term of approximately two and one-half (2 1/2) years that ends at the adjournment of the third annual meeting of the Pelican Landing Community Association after Turnover, and the Colony Voting Groups candidate receiving the second greatest number of votes (subject to Section 4.4(C)) in such Groups shall serve a term as a Director of Voting Group 2 for approximately one and one-half (1 ½) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter each Director shall be elected for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be elected or appointed;

(B) At the Turnover Meeting, the Pelican Landing Voting Groups candidate receiving the greatest number of votes in such Groups collectively, and the Pelican Landing Voting Groups candidate receiving the second greatest number of votes in such Groups collectively shall be elected as Directors of Voting Groups 3 and 4, respectively, for a term of approximately two and one-half (2 1/2) years that ends at the adjournment of the third annual meeting of the Pelican Landing Community Association after Turnover, and the Pelican Landing Voting Groups candidate receiving the third greatest number of votes in such Groups collectively, and the Pelican Landing Voting Groups candidate receiving the fourth greatest number of votes in such Groups collectively shall be elected as Directors of Voting Groups 5 and 6, respectively, for a term of approximately one and one-half (1 ½) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter each of the two (2) candidates receiving the greatest number of votes in the Pelican Landing Voting Groups collectively shall be elected as Directors for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which their successors are to be elected or appointed;

(C) At the Turnover Meeting the Community Voting Group candidate receiving the greatest number of votes shall be elected as a Director for a term of approximately two and one-half (2 1/2) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter such Director shall be elected for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be elected or appointed;

(D) At the Turnover Meeting the Director designated by the Recreational Property Voting Group shall be appointed for a term of approximately one and one-half (1 ½) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter such Director shall be designated for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be designated;

(E) At the Turnover Meeting the Hotel/Conference Center Voting Group Director shall be elected for a term that ends for a term of approximately one and one-half (1 ½) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter such Director shall be elected for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be designated;

(F) There is no limit on the number of consecutive terms to which a Director may be elected or appointed.

4.4 Nominations and Elections. The Class "A" Members in each Voting Group are entitled to vote in the election of the Director that represents their Voting Group, as well as in the election of any Directors-at-large. The provisions of this Section 4.4 shall also apply to the Turnover Meeting.

(A) Candidates. The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate by notifying the Community Association in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he may be eligible to fill. No person may qualify as a candidate for more than one seat on the Board at any given time. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Community Association.

(B) Election and Voting Materials. A person must be a Colony Member (as that term is defined in the Voting Group Designation Supplemental Declaration) in order to be a candidate in Colony Voting Groups 1 and 2) and must be a Pelican Landing Member (as that term is defined in the Amended and Restated Voting Group Supplemental Declaration) in order to be a candidate in Pelican Landing Voting Groups 3, 4, 5 and 6. Notwithstanding the foregoing, a candidate who is a Colony Member or a Pelican Landing Member may also stand as a candidate for Community Voting Group 7,

provided, however, that if the same candidate is elected as a Director in more than one Voting Group, the candidate will serve as Director in the Voting Group in which the candidate received the greater number of votes, and the candidate with the next greatest number of votes in the other Voting Group shall serve as Director of such Voting Group. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes at their own expense. The written materials delivered to members by the Pelican Landing Community Association regarding an election shall be non-partisan, and Pelican Landing Community Association funds shall not be used in any way to promote the election of any candidate over another. Ballots and other voting materials used by the Pelican Landing Community Association shall not indicate which candidates, (if any) are incumbents. However the Pelican Landing Community Association may distribute brief resumes of background and qualifications prepared by all candidates who wish it distributed. The ballots and all other voting materials shall be distributed by the Pelican Landing Community Association with the notice of the annual meeting described in Section 3.5 above. With respect to the Turnover Meeting, the ballots and all other voting materials shall be distributed by the Pelican Landing Community Association to the Members not less than thirty (30) days prior to the date of the Turnover Meeting.

(C) Balloting. Elections shall be by secret written ballot that each member personally casts. There shall be a separate ballot for the Colony Voting Groups together, a separate ballot for the Pelican Landing Voting Groups together, and separate ballots for each other individual Voting Group. Voting shall be non-cumulative. A Class “A” Member may waive the right of secrecy of her or his ballot. Election ballots shall be cast by the Class “A” Members directly at the address indicated in the notice of the annual or special meeting, as applicable. Within each Voting Group the candidate who receives a plurality of the votes cast shall be elected.

Notwithstanding any other provision of these Bylaws or the Declaration to the contrary concerning the requirements for a quorum at a meeting of the Members, for all elections of Directors by Voting Group 1, 2, 3, 4, 5, 6, 7, or 9, a quorum shall exist for such Voting Group with the casting of election ballots by at least thirty percent (30%) of the Members of such Voting Group eligible to vote in such election, and a quorum shall be established for that Voting Group notwithstanding the lack of a quorum in another Voting Group. If a quorum does not exist for a Voting Group by the date of the election, the election shall remain open for successive periods of seven (7) days each for the casting of additional ballots by Voting Group Members who had not voted until a quorum of votes is achieved.

(D) Vote Counting. On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and tally the ballots. Any Class "A" Member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.5 Vacancies on the Board. If the office of any Director elected by the Class "A" Members becomes vacant for any reason other than a recall by vote of the Members, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the remaining term. Any Director appointed by the Board shall be selected from the Class of Members or Voting Group who elected the Director who vacated the position. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the Class "A" Members shall elect successors at a special meeting by the same method as is provided for at the Turnover Meeting in Sections 4.2 and 4.3 above. A vacancy in the office of a Director elected by the Class "B" Member shall only be filled by the Class AB" Member.

4.6 Recall. Any Director elected by the Class "A" Members may be recalled from office with or without cause by a vote of a majority of those Class "A" voting interests which elected the Director sought to be removed. Directors may also be removed as provided in Section 4.10 below. Directors elected by the Class "B" Member may be recalled only by the Class "B" Member. The notice of a meeting of the Class "A" Members to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Board member sought to be removed shall be taken. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. 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. A Director who is removed from office shall turn over to the Association within 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's fees and costs.

4.7 Meetings of the Board. In the event the law requires the Board of the Community Association to open the meetings of the Board to attendance by the Class "A" Members, the following provisions shall apply:

(A) A notice and agenda for each meeting shall be posted conspicuously on the General Common Areas for at least forty-eight (48) continuous hours before the meeting, except in an emergency.

(B) Notice of any Board meeting at which a non-emergency Special Assessment or an annual budget may be approved shall be posted at least fourteen (14) days before the meeting.

(C) The right of Members to attend Board meetings shall include the right to speak on designated agenda items, subject to reasonable rules of the Community Association governing the manner, duration and frequency of doing so.

4.8 Organizational Meeting. An 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 by the Directors at the time of the meeting at which they were elected.

4.9 Regular Meetings. Regular meetings of the Board shall be held at least quarterly at such time and place in Lee County, Florida, according to a predetermined schedule approved by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting. A schedule of regular meetings shall be posted in a conspicuous place on the General Common Areas. At regular meetings any business of the Association may be transacted, and no agenda is required to be posted in advance. If any Director elected by the Class "A" members is absent without good cause from three (3) or more consecutive regular meetings of the Board, or is delinquent by more than thirty (30) days in the payment of assessments, the Board may, by vote of at least a majority of the remaining Directors taken at any subsequent meeting, declare the office of that Director to be vacant, and may appoint a successor to hold office for the remainder of the term.

4.10 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of at least one-third (1/3rd) of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone, telephone facsimile (fax), or telegram, which notice shall state the time, place and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.11 Waiver of Notice. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.12 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of the Directors are present in person. Directors may not vote by proxy at Board meetings. 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.

4.13 Vote Required. The acts approved by a majority of the Directors present and voting at a duly called meeting while a quorum exists are the acts of the Board of Directors, unless approval by a greater number of Directors is required by the Governing Documents, or by law. A Director who is present at a meeting of the Board is deemed to have voted in favor of any action taken, unless that Director 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. Directors may not vote by proxy. Directors may not vote by secret ballot, except in electing officers, filling a vacancy on the Board, or taking action to remove a Director under Section 4.10 above.

4.14 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 later time within the next thirty (30) days. When the meeting is reconvened, provided a quorum exists, any

business that might have been transacted at the meeting originally called may be transacted without further notice.

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

4.16 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.17 Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.17(G) below, the Board of Directors of the Community Association may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes (2002), 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 during the period of emergency as the executive officers to whom they are assistant, 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 any emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable 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) The provisions of 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 a quorum of the Association's Directors cannot readily be assembled because of a catastrophic event, such as, but not limited to, a hurricane, or earthquake, act of war or terrorism. An "Emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered evacuation of, the area in which Pelican Landing is located. A determination by any two (2) Directors, or by the

President, that an emergency exists shall have presumptive validity.

5. OFFICERS

The executive officers of the Community Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Community Association, a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors 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 Community Association If the Board so determines, there may be more than one Vice-President.

5.1 President. The President is the chief executive officer of the Community Association, and presides at all meetings of the members and the Directors. He is *ex officio* a member of all standing committees, has general and active management of the business of the Community Association, and sees that all orders and resolutions of the Board are carried into effect. The President is empowered to execute bonds, mortgages and other contracts or documents requiring the seal of the Community 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 Community Association.

5.2 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 prescribe.

5.3 Secretary. The Secretary shall attend meetings of the Board and the Members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose; he 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 Community 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.

5.4 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Community Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Community Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Community Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

6. NEIGHBORHOOD COMMITTEES

There shall be a Neighborhood Committee for each Neighborhood which does not have an incorporated Neighborhood Association.

6.1 Purposes and Powers. The primary purpose of the Neighborhood Committee is to provide an informal organization within each Neighborhood that does not have a formal association structure in order to facilitate voting on Community Association matters, and represent the interests of the Owners within the Neighborhood. As provided in Article III of the Declaration, it is the responsibility of each Neighborhood Committee to determine the nature and extent of special services, if any, over and above those provided to other Neighborhoods, which are to be provided to the Neighborhood by the Community Association. A Neighborhood Committee may advise the Board on any issue, but shall never have authority to bind the Community Association.

6.2 Number and Term of Office of Committee Members. Each Neighborhood Committee shall consist of three (3) persons elected by the Class "A" Members within the Neighborhood at a meeting of the Owners. By vote of a majority of the Owners within a Neighborhood, the number may be increased to five (5) . In addition, any person elected to the Board of Directors of the Community Association from a Neighborhood shall be *ex officio* a member of the Neighborhood Committee. Each Committee member shall be elected for a term of two (2) years ending at the annual meeting at which his successor is to be elected, but in order to promote a continuity of experience, their terms of office shall be staggered so that the number of terms expiring each year is, as nearly as possible, equal to the number of terms expiring in the next.

6.3 Selection of Committee Members. The members of each Neighborhood Committee shall be elected by the vote of the Owners of Units within that Neighborhood at a meeting of the Owners held during the first three (3) months of each calendar year, except that the first Committee for each Neighborhood shall be elected at a meeting called and held within sixty (60) days after conveyance of at least a majority of the Units that will ultimately exist in the Neighborhood to purchasers other than investors, builders or persons holding title primarily for the purpose of development or sale to a developer.

6.4 Voting by Owners; Neighborhood Meetings; Quorum. The Owners of Units within a Neighborhood (that has a Neighborhood Committee) holding at least one-third (1/3rd) of the total votes in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood. At such meetings there shall only be one (1) vote per Unit, to be cast by the same person as provided for in Section 3.10 above. Matters requiring a vote shall be decided by a plurality of the votes cast. Notice of each meeting of the Members in a Neighborhood which has a Neighborhood Committee may be mailed or hand-delivered to each Member in the Neighborhood, and shall be posted on a bulletin board in the Club or in a conspicuous place on the General Common Areas, at least fourteen (14) days in advance.

6.5. Notice and Procedural Requirements. In the conduct of its duties and responsibilities,

each Neighborhood Committee shall abide by the notice requirements applicable to meetings of the Board of Directors under Sections 4.8, 4.10, 4.11 and 4.12 above, and shall also comply with the procedural requirements set forth in Sections 4.14, 4.15, and 4.18. For purposes of this Section 6.5 only, the term "Director" as it appears in the provisions referenced above shall be read and applied as if it were "Committee member."

6.6 Officers. Each Neighborhood Committee shall elect from among its own members a Chairman, who shall preside at its meetings and who shall be responsible for transmitting any and all communications and to the Community Association, and a Secretary, who shall be responsible for sending notices, taking minutes, and tabulating votes.

6.7 Expenses. It is not intended that any Neighborhood Committee be involved in functions which require the Committee to expend funds or raise money. However, upon request, the Community Association may, in its sole discretion, pay or reimburse, as a Neighborhood Expense, minor expenditures of funds made for proper purposes, such as the costs of notifying Members of meetings of the Neighborhood (and meeting of the Members of the Community Association, if applicable), and providing information and voting materials for Community Association matters on which the Members will be voting, including elections.

7. UNIT OWNERS' COMMITTEE

In addition to any other committees which may be established by the Board as provided elsewhere above, during the Original Class "B" Control Period there shall be a "Unit Owners' Committee" as described herein. The members of the Unit Owners' Committee shall be all the Voting Representatives of the Class "A" Members including the Owners of the Business Properties. The Unit Owners' Committee shall be in addition to, and not in place of, the Neighborhood Committees.

7.1 Regular Meetings. Regular meetings of the Unit Owners' Committee may be held at such time and place as shall be determined from time to time by a majority of the Committee members, but at least four (4) meetings shall be held during each fiscal year, with at least one (1) per quarter. Notice of the date, time and place of the meeting, and a detailed agenda for the meeting, shall be given to each Committee member by the Committee Secretary not less than four (4) days before the meeting. The first meeting of the Committee shall be held within ninety (90) days after the 1993 annual meeting of the Community Association.

7.2 Special Meetings. Special meetings of the Committee shall be held whenever called by the Chairman, or by a majority of the Committee Members. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. Notice may be given by personal delivery, first class mail, fax, telephone communication directly to the Committee members, or to a person at the Committee member's office or home who would reasonably be expected to communicate such notice promptly to the Committee member, or by telegram, charges prepaid. All such notices shall be given at the Committee member's telephone number or sent to the member's address as shown on the records of the Association. Notice sent by first class mail must be mailed at least four (4) days before the time set for the meeting.

7.3 Waiver of Notice. Committee Members may waive notice meetings, either before or after the meeting. Notice of a meeting shall be deemed waived by any Committee member who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

7.4 Quorum. At all meetings of the Committee, a majority of the Committee members present in person shall constitute a quorum for the transaction of business, and the vote of a majority of the Committee members present at a meeting at which a quorum is present shall be the decision of the Committee. Each Committee member shall have one (1) vote, regardless of the number of Units in the Neighborhood or portion of the Business Property the Committee member represents. Committee members may not vote or participate by proxy. If any meeting of the Committee cannot be held or continued because a quorum is not present, a majority of the Committee members who are present at such meeting may adjourn the meeting to be reconvened at a date and time not less than four (4), nor more than thirty (30), days after the date the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

7.5 Compensation. No Committee member or officer shall receive any compensation for acting as such.

7.6 Officers. The officers of the Unit Owners' Committee shall be a Chairman, who shall be elected by plurality vote at the first regular Committee meeting to occur after each annual meeting of the Community Association, and such other officers as may be desired by the Committee. The Chairman must be a Voting Representative. Any officer may be removed with or without cause by a majority of all Committee members.

7.7 Conduct of Meetings. The Chairman of the Unit Owners' Committee shall preside over meetings of the Committee. The Committee shall provide for the keeping of a minute book of meetings of the Committee, recording therein the minutes of all meetings, to include all actions and decisions of the Committee and all transactions and proceedings occurring at such meetings. The minutes book shall be available for inspection by any Committee Member or Owner at all reasonable times.

7.8 Action Without a Formal Meeting. Any action to be taken at a meeting of the Unit Owners' Committee, or any action that may be taken at a meeting of the Committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Committee Members, and such consent shall have the same force and effect as the Committee Members' unanimous vote.

7.9 Powers Duties and Functions of the Unit Owners' Committee. The Unit Owners' Committee shall prepare and distribute communications to the Owners on items of general interest to the Owners regarding Pelican Landing during the Original Class "B" Control Period. The Committee may also provide advice and assistance to the Board of Directors of the Community Association if requested. Any communications from the Committee to the Owners shall be solely the responsibility of the Committee, and neither the Community Association nor the Declarant shall have any responsibility or liability with respect to such communications.

7.10 Restrictions on Activities of Unit Owners' Committee.

(A) The Committee shall act only as a committee, and the individual members thereof shall have no power or authority to act for the Committee. The Committee may advise the Board of Directors of the Community Association on any issue, but shall have no authority to act for, speak for, or bind, the Association.

(B) The powers, duties, functions and actions of the Committee shall in no way restrict or otherwise alter the powers, duties, functions, rights and obligations of the Neighborhood Committees, the Community Association, or the Voting Representatives, as set forth in these Bylaws or other Governing Documents.

(C) The Unit Owner's Committee is not authorized to raise moneys, or have any bank accounts.

(D) The Unit Owners Committee shall have only those rights, powers and duties as are specifically set forth herein, unless the Board of Directors, in its sole discretion, delegates, in writing, additional duties to the Committee, and the Committee, by a majority vote of the Committee members at a duly called meeting, accepts the responsibilities.

7.11 Termination of Unit Owners' Committee. If, in the opinion of the Board of Directors of the Community Association, the Unit Owners' Committee intentionally violates the spirit or letter of any provisions of this Section 7, the Board shall have the right to summarily terminate the existence of the Unit Owners' Committee. Termination shall be effective upon delivery of written notice from the Board of Directors to the Committee Chairman. At termination of the Class "B" Control Period all Committee members shall be deemed to have resigned, and the Unit Owners' Committee shall be automatically disbanded. Control of all unspent Committee Dues shall revert to the Community Association,

8. FISCAL MATTERS

The provisions for fiscal management of the Community Association set forth in the Declaration, particularly Article X, shall be supplemented by the following:

8.1 Depository. The Community Association shall maintain its funds in such financial institutions and instruments in accord with the official Investment Policy as shall be determined from time to time by the Board.

8.2. Budget. Section 2 of Article X of the Declaration provides for the preparation, adoption and distribution of the annual Common Expense budget for the Association by the Board of Directors. A copy of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget is to be adopted. shall be mailed to or served on each Voting Representative not less than fourteen (14) days prior to that meeting. The proposed

budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

8.3 Reserves. As provided in Article X, Section 2 of the Declaration, the Board shall establish in the budget reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts to be so reserved shall be shown in the annual budget each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

8.4 Fidelity Bonds. To the extent required by law, the President, Treasurer and Secretary, and all other persons who are authorized to sign checks or have access to Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be a Common Expense.

8.5 Annual Audit. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause an audit of the Association's financial books and records to be prepared by an independent certified public accountant. Copies of the audit report shall be available on request to any Member. Financial statements shall be prepared on an accrual basis in accordance with generally accepted auditing standards.

8.6 Application of Payments and Commingling of Funds. All monies collected by the Community Association may be commingled in a single account or divided into two or more accounts, as determined by the Board of Directors. The books and records of the Association shall be kept on an accrual basis in conformity with generally accepted accounting principles, using fund accounting. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such order and amounts as the Board of Directors may determine. No payment by check is deemed received until final payment of the check. All payments must be in U.S. Funds.

8.7 Fiscal Year. The fiscal year for the Community Association shall begin on January 1st of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions of the Internal Revenue Code of the United States.

8.8 Payment of Assessments.

(A) Annual Common Assessments for Common Expenses of the Community Association based on the adopted budget shall be paid in such manner and on such dates and with such frequency as may be fixed by the Board of Directors payable in installments not less frequently than semi-annually, due on such date(s) as the Board of Directors may determine. Written notice of each payment due shall be sent to all Owners prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. Neighborhood Assessments for each Unit's share of Neighborhood Expenses, where the Community Association provides special services to one or more Neighborhoods, shall be due and payable at such times as determined by the Board. As to

all Community Association assessments, the Board may by resolution establish the place for payment, the method of payment, and a discount for payment of the entire amount of the annual assessments in advance. The Board may also impose a reasonable late payment fee, as may be determined from time to time which shall not exceed $50.00 or five percent (5%) of the delinquent assessment, or installment thereof, whichever provides the greater penalty. The late payment fee shall be in addition to, and not in place of, interest on all delinquent assessments as provided for in the Declaration.

(B) Notwithstanding the foregoing, if a Unit has been submitted to the condominium or cooperative form of ownership or to a mandatory membership homeowners association, the Neighborhood Association thereof shall have the duty and responsibility for collecting and timely remitting to the Community Association Assessments and other charges; provided, however, that the Community Association may, in its sole discretion, elect to collect due and unpaid Assessments and other charges directly from any Owner personally and may impose a lien against such Owner's Unit for the payment of such assessments and charges which are due and unpaid.

(C) Neighborhood Associations shall not be responsible for collecting "Resale Capital Assessments" (as defined in Section 8.10 below).

8.9 Special Assessments. Special Assessments may be levied by the Board of Directors as authorized under Article X, Section 4, of the Declaration, when necessary to meet unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Governing Documents. A Special Assessment is due on the day specified in the resolution of the Board approving such Assessment. The notice of any Special Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with law.

8.10 Resale Capital Assessments. The Community Association shall levy a Resale Capital Assessment upon the transferee of a conveyance of every Unit owned by a Class "A" Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. The Resale Capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. For purposes of this Section 8.10, the term "conveyance" shall mean the non-exempt transfer of record legal title to a Unit by deed or other authorized means of conveyance for or without consideration. Resale Capital Assessments shall not apply to the Business Properties.

8.11 Estoppel Information. Within fifteen (15) days after receipt of written request from an Owner, or a Mortgagee, or from a prospective purchaser or mortgagee of a Unit, the Community Association shall furnish a written certification (sometimes known as an "estoppel letter") as to whether all assessments and other sums then due from any Unit have been paid, or indicating the amounts then due, as well as the amount of the Resale Capital Assessment. Outstanding assessments and charges, if any, shall be deducted from the Seller's account at the closing and transmitted directly to the Community Association. Unless the parties have expressly contracted

otherwise, the Resale Capital Assessment shall be deducted from Purchaser's account at the closing and transmitted directly to the Community Association. The Community Association shall not be required to transfer memberships on its books, or to allow the exercise of any rights or privileges of membership by a new Owner, or to any person claiming under an Owner, unless and until all assessments and other charges and debts to the Association to which said Owner and his predecessors in title are subject have been paid in full.

8.12 Rights of the Association. With respect to the Areas of Common Responsibility which are the responsibility of the Association, and in accordance with the Articles and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. without limiting the foregoing, this right allows the Association to enter into common management, operational, or other agreements with property owners, condominium or cooperative associations, Neighborhood Associations, Neighborhood Committees, or other persons both within and without the Properties; such agreements shall require the consent of two-thirds (2/3rds) of all Directors of the Association.

8.13 Financial Records. In addition to the other official records listed in Section 2.7 above, the Community Association shall maintain financial records, which shall constitute official records of the Association. These records include, without limitation, accounting records for the Association and separate accounting records for each Unit or portion of the Business Properties subject to paying assessments, kept according to generally accepted accounting principles. All accounting records shall be maintained for at least 7 years. The accounting records shall be open to inspection by Owners or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by Owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

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

(B) A current account and a periodic statement of the account for each Member, stating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(C) All audits, reviews, accounting statements, and financial reports of the Association.

9. COMPLIANCE AND DEFAULT; REMEDIES

In addition to the remedies provided in Article XIII, Section 16, of the Declaration, the following provisions shall apply:

9.1 Fines. Pursuant to applicable Florida Statutes, as amended from time to time, the Board of Directors may levy fines against Units whose owners commit violations of the Governing

Documents or the Rules and Regulations, or condone such violations by their family members, guests, invitees or lessees. Each fine shall be in an amount reasonably deemed necessary by the Board to deter future violations. The procedure for imposing fines shall be as follows:

(A) Notice. The party against whom a fine is sought to be levied 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 specific designation of the provisions of the Governing Documents or Rules and Regulations which are alleged to have been violated;

(3) A short and plain statement of the facts giving rise to the alleged violation(s); and

(4) The possible amounts of any proposed fine.

(B) Hearing. At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to present evidence, to provide written and oral argument on all issues, 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. If the panel, by majority vote which shall be by secret ballot, does not agree with the fine, it may not be levied.

THE FOREGOING NOTWITHSTANDING, THE PROCEDURES SET FORTH ABOVE FOR NOTICE AND HEARING DO NOT APPLY WITH RESPECT TO INTEREST CHARGES, LATE PAYMENT FEES, OR OTHER SUCH PENALTIES FOR DELINQUENT ASSESSMENTS.

9.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the provisions relating to default and abatement of violations, despite the harshness of the remedy chosen by the Community Association, and regardless of the availability of other legal remedies. It is the intent of all Members to give the Community Association methods and procedures that will enable it to operate on a businesslike basis, to collect those monies due to it and to preserve the right of the majority to enjoy the Properties free from unreasonable interference, restraint or annoyance.

10. TURNOVER OF CONTROL

Turnover of control of the Community Association occurs when Owners other than the Declarant first elect a majority of the Directors, and the Class "B" Control Period ends.
10.1 Time of Turnover, The turnover occurs at a meeting of the Members ("Turnover Meeting"), which must be held within ninety (90) days after the first to occur of the following:

(A) When at least eighty-five percent (85%) of the Units permitted to be built on the property described on Exhibit "A" of the Declaration, as amended, have certificates of occupancy issued thereon and have been conveyed to persons other than the Declarant or builders holding title solely for purposes of development and sale;

(B) December 31, 2020; or

(C) When, in its discretion, the Class "B" Member so determines.

10.2 Notice of Turnover Meeting. At least sixty (60) days before the Turnover Meeting, the Declarant shall notify in writing the owners of the Units and the Business Properties, as well as the Unit Owners' Committee and the Pelican Landing Community Association, of the date, time and place of the Turnover Meeting. At the Turnover Meeting, the Class "A" Members shall elect directors as further provided in Sections 4.2, 4.3 and 4.4 above, and the terms of all Directors previously appointed by the Class "B" Member shall expire.

10.3 Early Turnover. The Declarant may turn over control of the Association to the Members prior to the deadlines for turnover set forth above by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class "A" Members to elect Directors and assume control of the Association in accordance with Section 4.5 of these Bylaws. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described herein, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

11. AMENDMENT OF BYLAWS

In addition to any right of amendment by the Declarant that may reserved in the Governing Documents, amendments to these Bylaws may be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these Bylaws may be proposed either by resolution of the Board of Directors, or by a petition to the Board signed by the Voting Representatives of at least twenty-five percent (25%) of the Class "A" voting interests. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

11.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, a proposed amendment to these Bylaws shall be adopted if it is approved at any annual or special meeting called for such purpose by Voting Representatives representing at least two-thirds (2/3rds) of the Class "A" voting interests, and if the Class "B" Membership exists, such amendment is also approved by the Class "B" Member. A proposal to amend, modify, repeal or add to the Bylaws must identify the particular section or sections affected, and give the full text of the amendment, modification, provision repealed, or addition. No amendment shall be effective to materially adversely affect any rights or privileges of the

Declarant or any Mortgagee without written consent of the Declarant or the Mortgagee; and the percentage of votes necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

11.3 Amendment by Board. The Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner reasonably intended to correct drafting or typographical errors or to conform the Bylaws to any applicable statute or local ordinance, provided that such amendments do not adversely affect Owners or Mortgagees to a greater extent than the law to which the Bylaws are being conformed. Such amendments shall not require consent of the Members.

11.4 Amendment by Declarant. The foregoing notwithstanding, as long as it owns any of the real property described in Exhibit “A" to the Declaration, the Declarant may amend these Bylaws for any purpose, in its sole discretion, and with the approval or consent of no other Person being required, but no such amendment may adversely affect the vested property rights of any Owner in a material way, nor shall any such amendment violate the terms of the Seventy-Fifth Supplement and Amendment to the Declaration.

11.5 Certificate; Recording. A copy of each amendment shall be attached to a certificate reciting the facts evidencing proper adoption, which certificate shall be executed by the President or Vice-President with the formalities of a deed. During the Class "B" Control Period, no amendment is valid unless the Class "B" Member executes the Certificate of Amendment along with the Association. An amendment is effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida. An amendment by Declarant under Section 11.4 above must be evidenced by a certificate, but the signature of an officer shall not be required. The certificate must identify the location in the Public Records where the Declaration was originally recorded.

12. MISCELLANEOUS

12.1 Gender. Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

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

12.3 Conflict. If 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.