

AMENDED AND RESTATED
BYLAWS
OF
CINNAMON COVE MASTER ASSOCIATION, INC.

1. **IDENTITY.** These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Cinnamon Cove Master Association, Inc., a Florida not-for-profit corporation, which is located in Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Covenants, Conditions and Restrictions for Cinnamon Cove Master Association (the "Declaration"). (The corporation may hereafter be referred to as the "Master Association.")

1.1 **Office.** The office of the Master Association shall be at such location, as may from time to time be determined by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Master Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 **Seal.** A corporate seal for the Master Association may be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Master Association, the word "Florida," the year of establishment, and shall identify the Master Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 **Definitions.** All terms used in these Bylaws, whether capitalized or not, shall have the same meaning to the extent applicable, and except where the context would otherwise suggest, as set forth in the Articles of Incorporation for the Master Association, the Declaration and the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act"), all as amended from time to time.

2. **MEMBERS' MEETINGS.**

2.1 **Annual Meetings.** Annual Members' meetings shall be held at such convenient location as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members.

2.2 **Special Meetings.** Special Members' meetings shall be held whenever called by the President or by the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the Voting Interests of the Master Association. Members' meetings to recall a Member or Members of the Board of Directors may be called by 10% of the Voting Interests of the Master Association who shall give

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notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.

2.3 Notice of Members' Meetings. Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Member by U.S. regular mail, unless waived in writing, at least fourteen (14) days prior to the meeting as to annual meetings and ten (10) days as to special meetings. The Master Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit, and no matter how many other residences such Member may have. In the absence of written direction to the contrary, notices will be given to the address of the Unit. Hand delivery and electronic notice of membership meetings is permissible. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Article 2.4 next following. An Officer of the Master Association or other person providing notice shall execute an affidavit of mailing, which shall be retained in the official records of the Master Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on the Master Association Property at least fourteen (14) days in advance of the meeting.

Notice of specific meetings may be waived before or after a meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his proxy holder's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 Not less than sixty (60) days before a scheduled election, the Master Association shall provide to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Master Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Master Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates which shall include an information sheet (if provided by the candidate), no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of copying and mailing to be borne by the Master Association. It is the intention of these Bylaws that only members of the individual Neighborhood Association shall be entitled to elect their representative to the Master Association Board and that the Master Association will conduct election balloting on a Neighborhood-by-Neighborhood basis.

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2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Units in each Neighborhood Association electing a representative must cast a ballot in order to have a valid election for that Neighborhood Association's representative to the Board, and elections shall be decided by a plurality of those votes cast.

2.4.3 In the event that there is only one (1) candidate pre-qualified for election for a Neighborhood seat on the Board, no election shall be held for that Neighborhood, and the pre-qualified candidate shall automatically become the Member of the Board for that Neighborhood.

2.4.4 The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

2.5 QuorumNoting. A quorum at Members' meetings shall consist of persons entitled to cast forty percent (40%) of the Voting Interests of the entire membership. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. A Neighborhood Association must notify the Master Association within ten (10) business days of their suspension of a Member's voting privileges. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present, shall be binding and sufficient for all purposes except such decisions as may be required by the Act or the Governing Documents require a larger percentage, in which case the percentage required in the Act or the Governing Documents shall govern. To the extent lawful, Members may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Member duly approved the action of the meeting in question.

2.5.1 Units Owned by Master Association. No Voting Interest or consent right allocated to a Unit owned by the Master Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise, as provided in Section 718.112(2)(b)2 of the Act. Whenever a Unit owned by the Master Association is ineligible to vote due to the provisions of the Act and these Bylaws, the Voting Interest attributable to that Unit shall be subtracted from the required number of votes when calculating any required vote for quorum for the period during which the Master Association owns the Unit:

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a

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Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is owned in trust, any trustee of a trust shall be entitled to vote. If a Unit is owned by a limited liability company, any member, manager or officer may vote on behalf of the limited liability company. Any person with bona fide apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Master Association designating some other person entitled to vote or if the Master Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Governing Documents and/or Florida Law.

2.7 Voting/Proxies. Votes may be cast in person or by proxy. Members and proxyholders may participate in Master Association meetings via telephone conference, or other means of remote participation, **if** permitted by the Master Association. Absent a resolution of the Board to the contrary, the President of the Master Association shall have the authority to determine whether Members or holders of proxies should be allowed to participate in any particular meeting of the Membership by telephonic conference, or other means of remote participation. In order for a proxyholder to participate telephonically or remotely in a Master Association meeting, a copy of the proxy must be provided to the Master Association prior to the start of the meeting. Only Members or the spouse of a Member may be delegated (including through use of a Power of Attorney) to hold proxies, provided that the Board may designate agents of the Master Association (including but not limited to Master Association legal counsel or the Master Association's manager) as an eligible proxyholder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Master Association before or at the voter registration immediately preceding the meeting or adjournment thereof. Except as specifically otherwise provided by law, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves, for votes taken to waive financial statement requirements, for votes taken to amend the Declaration, for votes taken to amend the Articles of Incorporation or Bylaws, and for any other matter which the Act requires or permits a vote of the Members. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote. The use of proxies is to be liberally construed.

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2.8 Adjournment. If any meeting of Members cannot be convened because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Master Association business, or in any case where a majority of the Voting Interests present (in person or by proxy) so agree, the Members who are present (either in person or by proxy) may adjourn the meeting from time to time until a quorum is present, or enough votes can be cast to decide a question, or the meeting can be reconvened consistent with the intention of the Members in their approval of the adjournment.

2.9 Order of Business. The agenda and order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

2.9.1 Call to order by the President;

2.9.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

2.9.3 Appointment by the President (or chairman) of inspectors of election;

2.9.4 Election of Directors;

2.9.5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.9.6 Proof of notice of the meeting or waiver of notice;

2.9.7 Disposal of unapproved minutes;

2.9.8 Reports of Officers, if any;

2.9.9 Reports of Committees, if any;

2.9.10 Disposal of voting items included by board in meeting materials, if any;

2.9.11 Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herem notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Master Association shall be governed by a Board composed of fourteen (14) Directors. There shall be one **(1)** Director from each of the fourteen (14) individual Neighborhood Associations situated upon the property. All Directors shall be Members or the spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on the Board, except as permitted by the Act. No more than one natural person may represent any one Unit on the Board at any given time. When a Unit is owned by a corporation, a partnership, limited liability company or similar entity, the Primary Occupant, as designated pursuant to the Declaration, and the spouse of the Primary Occupant shall be eligible for Board membership. If the Unit is excused from designation of a Primary Occupant because the entity held title before the effective date of this provision, then any eligible voter, as described in Article 2.6 shall be eligible for Board service. Grantors, trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be eligible for Board membership. **If** a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy (and is not identified on the deed to the Unit as the grantor, trustee or beneficiary of the trust), a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Master Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep 'financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. A person who has been convicted of any felony in this State or **in** a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony **if** committed in this State, is not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least five (5) years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, or who is more than ninety (90) days delinquent in the payment of any monetary obligation is not eligible for Board membership. All Directors will be elected for a one (1)-year term. The term of each Director's service shall extend until their elected term is completed. Resignations of Directors are effective when received by the Master Association in writing, unless a later date is stated. In the event a resignation is to take effect at a later date, the resigning Director shall remain on the Board until the effective date of the resignation and may, during this time, vote on all matters before the Board including, but not limited to, any vote to appoint a replacement Director created by his resignation.

3.2 Board Vacancies. Except as provided in Article 3.1, vacancies on the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term, as provided in Article 3.1, unless the Board votes to have the vacancy filled by a special election of the Members. When a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person **as** has been removed from the Board, and when a majority of the Board has been recalled, vacancies

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shall be filled by the membership, as provided by law. Vacancies must be filled with a person eligible to be elected to the Board for the Neighborhood for which the vacancy exists.

3.3 **Organizational Meeting.** The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

3.4 **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5 **Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for the Board to take up an item of business at a regular or special meeting of the Board. Such meeting must be held within sixty (60) days of receipt of the petition. The Board is not required to take any particular action as a result of such petitions.

3.6 **Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7 **Notice to Owners of Board Meetings.** Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously, as provided in Article 2.3 of these Bylaws, at least forty-eight (48) continuous hours in advance of the meeting for the attention of Members, except in an emergency. **If** closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment or special assessment is to be considered shall specifically state: (1) that Assessments will be considered and the nature, estimated cost, and (2) description of the purpose for such Assessments. Further, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, or where the Board will establish the deductible feature of the Master Association's insurance policies, shall be mailed or delivered (including electronic delivery as provided by law) to the Members and posted conspicuously, as provided in Article 2.3 of these Bylaws, not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice, where required by law, and shall be filed among the official records of the Master Association.

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3.8 Owner Right to Speak at Board Meetings. Meetings of the Board of Directors, at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings unless agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to each designated agenda item. Owners may record meetings of the Board and meeting of the Members, but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Master Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership. Board meetings open to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, **if** requested reasonably in advance and in writing, by two (2) Board Members, and where required due to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the number of required Directors. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers). A vote or abstention for each Board Member present shall be recorded in the minutes. A Director of the Master Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. **If** at any meeting of the Board there be less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the Director(s) present may adjourn the meeting from time to time until a quorum is present, and if held within fourteen (14) days no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official votes for the Board's meeting. Directors may participate telephonically or remotely in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding Officer at Directors' meetings shall be the President, and **in** his absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside. The presiding Officer may permit legal counsel or a managing agent to chair portions or the entirety of a Board meeting.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

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4. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers of the Master Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominiwn Act, and the Governing Docwnents, all as amended from time to time, shall be exercised exclusively by or under the direction of the Board of Directors, or a duly authorized Board member, Officer, Committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board. The powers of the Directors shall include, but not be limited to, the power:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Master Association.

4.2 To Expend Master Association Funds. The Directors shall use the proceeds of Assessments in the exercise of the Master Association's powers and duties.

4.3 To Maintain the Master Association Property. The Directors shall maintain, repair, replace, improve, reconstruct, and operate the property within the Community.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations governing the use and operation of the Master Association Property and procedures for administering the Master Association, and to enact rules, policies, and resolutions pertaining to the operation of the Master Association, subject to any limitations contained in the Declaration.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units and Master Association Property improvements after casualty and may further improve the property, as specified in the Declaration.

4.6 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Governing Documents, and may interpret the Governing Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law.

4.7 To Contract. The Directors may contract for management, maintenance, and operation of the Community and the Master Association.

4.8 To Insure. The Directors shall carry insurance for the protection of the Members and the Master Association, pursuant to requirements contained in the Declaration and the Act.

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4.9 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Community and not billed to Owners of individual Units and/or Neighborhood Associations.

4.10 To Hire and Discharge. The Directors may employ personnel and designate other agents to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Master Association.

4.11 To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise business judgment as to whether the interests of the Master Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.12 To Deal in Real and Personal Property. The Directors may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Directors may grant or modify easements and licenses over the Master Association Property necessary or desirable for proper operation of the Community.

4.13 To Enter Into Contracts for Products and Services. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding five percent (5%) of the gross budget including reserves (except for contracts with employees of the Master Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers), the Master Association shall obtain at least two (2) competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the county serving the Master Association. The Master Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Article, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty (30) days' notice. Materials, equipment, or services provided to a Neighborhood under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Article.

4.14 To Levy Fines and Suspend Rights. The Directors may, pursuant to Section 718.303 of the Act, impose fines not to exceed the maximum permissible by law, and/or suspend the right to use common facilities, or any other Master Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Governing Documents, including the Rules and Regulations, and applicable laws.

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4.14.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the confirmation or rejection of the independent committee specified in Article 4.15.3 hereof.

4.14.2 The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by U.S. mail, certified, return receipt requested, to the address of the Member listed in the official records of the Master Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Master Association.

4.14.3 The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Owner), shall have an 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 Master Association. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not confirm the fine and/or suspension, the fine and/or suspension may not be imposed. Should the Master Association be required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines imposed against and/or suspension imposed upon Residents, Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

4.15 To Appoint Committees. The Directors may appoint Committees and delegate to such Committees those powers and duties of the Master Association as the Board deems advisable. All Committees and Committee Members shall serve at the pleasure of the Board. Committees of the Master Association, as defined in Section 718.103(7) of the Act, shall conduct

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their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees may meet and conduct their affairs without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.16 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Units with the applicable Fire and Life Safety Code.

4.17 To Exercise Emergency Powers. In the event of any emergency, as defined in Article 4.17.10 below, the Board of Directors may exercise the emergency powers described in this Article, and any other emergency powers authorized by Section 617.0207, Florida Statutes, Section 617.0303, Florida Statutes, and Section 718.1265 of the Act, all as amended from time to time.

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

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

4.17.3 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.

4.17.4 The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

4.17.5 Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Master Association shall bind the Master Association; and shall have the rebuttable presumption of being reasonable and necessary.

4.17.6 The Board may use reserve funds to meet Master Association needs and may use reserve funds as collateral for Master Association loans. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

4.17.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Units and Master Association Property, with notice given only to those Directors with whom it is practicable to communicate.

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4.17.8 Any Officer, Director, or employee of the Master 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.

4.17.9 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.17.10 For purposes of this Article only, an emergency exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

4.17.10.1 a state of emergency declared by local civil or law enforcement authorities;

4.17.10.2 a hurricane warning;

4.17.10.3 a partial or complete evacuation order;

4.17.10.4 federal or state "disaster area" status;

4.17.10.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

4.17.10.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Master Association, the Members, or Master Association Property.

4.18 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Master Association may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights, subject to Article 5.1 of the Declaration.

5. OFFICERS.

5.1 Executive Officers. The executive Officers of the Master Association shall be the President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may also appoint such Assistant Officers as may be desired. Assistant Officers need not be Directors.

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5.2 President — Powers and Duties. The President shall be the Chief Executive Officer of the Master Association, shall preside at all meetings of the Board of Directors and Master Association meetings. The President shall have general supervision over the affairs of the Master Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President-Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Master Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Master Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Master Association and as may be required by the Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Master Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members. He shall keep the books of the Master Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Master Association.

6. INDEMNIFICATION.

6.1 Indemnity. The Master Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Master Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court

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also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Master Association and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Master Association by the adoption of this provision to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Master Association.

6.2 Defense. To the extent that a Director, Officer, or Committee Member of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Master Association as authorized by this Article 6. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Master Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Master Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the duty to indemnify him against such liability under the provisions of this Article.

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7. **MINUTES AND INSPECTION OF RECORDS.** Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12) of the Act, shall be available for inspection by Members and Board Members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. **FISCAL MANAGEMENT.**

8.1 Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board which shall include all anticipated income/revenue and expenses for operation, maintenance, and administration of the Community. The proposed budget may also include expenses of security, in-house communications, Directors and Officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2 of the Act, the funding of which may be waived or reduced by a vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Master Association. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests present (in person or by proxy) and voting at a duly called meeting of the Master Association. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered, along with a copy of the proposed revisions to the budget, shall be mailed or delivered to each Member as provided in Article 8.2 hereof.

If an adopted budget requires Assessments against the Units in any fiscal year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver to each Member or mail to each Member at the address last furnished to the Master Association, a notice of the meeting. An Officer or manager of the Master Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement. Such affidavit shall be filed among the official records of the Master Association. At the special meeting, Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted

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by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Master Association Property, anticipated expenses by the Master Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Master Association Property must be excluded from the computation.

If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Unit's next installment due.

8.2 Mailing and Posting. A copy of the proposed annual budget shall be mailed or delivered to the Members not less than fourteen (14) days prior to the meeting of the Board at which the budget will be adopted, together with a notice of the meeting. Electronic notice transmitted to the address furnished by the Owner for such purpose is acceptable where permissible by law. The notice shall also be posted in a conspicuous location on the Master Association Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Units of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent ten (10) days thereafter. No invoice need be sent by the Master Association, although the Master Association may do so. The Master Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Special assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be mailed or delivered to each Member and posted as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Members. Such roll shall indicate for each Unit the name and address of the Owner, and the

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Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Master Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6 Liability for Assessments and Charges. A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors, after a conveyance or other transfer of title, shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Master Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for such Unit's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in the Act. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Master Association together with costs, interest, late fees, expenses and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Master Association.

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Master Association may charge an administrative late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Master Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorney's fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Act, no lien may be filed by the Master Association against a Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Member pursuant to Section 718.121(4) of the Act.

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8.10 Collection — Suit. The Master Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Master Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Master Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Master Association must deliver or mail by certified mail to the Member written notices of its intention to file a lien and to foreclose the lien, *as* provided by law.

8.11 Master Association Depository. The depository of the Master Association, in which the funds of the Master Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Master Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

8.12 Commingling of Funds. All funds of the Master Association shall be maintained separately in the Master Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, *as* amended from time to time, no agent, employee, Officer, or Director of the Master Association shall commingle any Master Association funds with his funds or with the funds of any other condominium association or community association *as* defined in Section 468.431, Florida Statutes, *as* amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Master Association may be commingled for investment purposes, *as* provided by law.

8.13 Financial Reports. A complete financial report of actual receipts and expenditures of the Master Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code, *as* amended from time to time, and with Section 718.111(13) of the Act.

8.14 Fidelity Bonding. The Master Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Master Association funds, and the President, Secretary and Treasurer. The Master Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may

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be allocated as the parties may agree. All persons providing management services to the Master Association, or otherwise having the authority to control or disburse Master Association funds, shall provide the Master Association with a certificate of insurance evidencing compliance with this paragraph, naming the Master Association as an insured under said policy.

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

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Master Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be li:aed tbrouglt with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER FOR PRESENT TEXT."

10.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3) of the Voting Interests of the Master Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Master Association, upon Board approval, without need for Master Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

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10.6 Automatic Amendment. These Bylaws shall be deemed amended, **if** necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Master Association pursuant to the less stringent requirements without the need to change these Bylaws. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Master Association, all as amended from time to time.

10.7 Proviso. No amendment shall increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Members approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. **If** unresolved, disputes between the Board and Members as defined in Section 718.1255(1) of the Act, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Act requires such arbitration.

11.2 Member Inquiries. When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within **thirty** (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Master Association's cmmsef or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. **If** a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer, **as** provided herein, precludes the Master Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. **In** the event of a grievance of a Member against the Master Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration), and they shall be allowed a period of thirty (30) days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Master Association from pursuing any remedy for the violation of the Governing Documents or disputes with a Member or other party as may be available to the Master Association under the laws of the State of Florida or the Governing Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Governing Documents.

12.1 Conflicts. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Master Association and the Plats. In the event of a conflict between the language in the Declaration and the Plats, the Plats shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control:

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

12.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

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