

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

**AMENDED AND RESTATED BYLAWS  
OF  
SPANISH WELLS UNIT THREE HOMEOWNERS ASSOCIATION, INC.**

**1. GENERAL.** These are the Amended and Restated Bylaws of Spanish Wells Unit Three Homeowners Association, Inc., (hereinafter "Association"), a corporation not-for-profit, organized under the laws of Florida as a homeowners association for the purpose of operating a residential community. All prior Bylaws are hereby revoked and superseded in their entirety.

**1.1 Principal Office.** The principal office of the Association shall be at a place established by the Board of Directors from time to time.

**2. MEMBERS.** The members of the Association are the record owners of legal title to the Lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot solely for purposes of determining use rights. If a Lot is subject to a life estate, then the tenant(s) shall be considered the owners for purposes of determining both use and voting rights.

**2.1 Change of Membership.** A change of membership shall become effective after all the following events have occurred:

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

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

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

**2.2 Voting Interests.** The members of the Association are entitled to one (1) vote for each Lot owned by them. The vote of a Lot is not divisible. The right to vote may be suspended for non-payment of regular annual assessments that are delinquent in excess of ninety (90) days. If a Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons, that Lot's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a Lot do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a Lot is other than a natural person, the vote of that Lot shall be cast by the Lot's primary occupant.

**2.3 Approval or Disapproval of Matters.** Whenever the decision or approval of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

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

**2.5 Termination of Membership.** The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

### **3. MEMBERS MEETINGS; VOTING.**

**3.1 Annual Meeting.** There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, in the first quarter of each year at a date, time, and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

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

**3.3 Notice of Meetings; Waiver of Notice.** Notices of all members meetings must state the date, time, and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission. If a member has provided the Association with an e-mail address, then the member is deemed to have consented to receive notices by e-mail. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted, or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

**3.4 Quorum.** A quorum at members meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.

**3.5 Vote Required.** The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all Lot owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

**3.6 Proxy Voting.** Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Lot, and specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary of the Association by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

**3.7 Adjourned Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

- (A) Call of the roll or determination of quorum; proof of notice
- ;(B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished business
- (G) New Business
- (H) Adjournment

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

**3.10 Parliamentary Rules.** Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, with the Articles, or the Bylaws. The presiding Officer may appoint a parliamentarian whose decision on

questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**3.11 Action by Members Without Meeting.** Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail, without a meeting, if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members, having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date that appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by a vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter the Board shall send written notice of the action taken to all members. If the vote is taken by the method described in this Section then the list of Lot owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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

**4.1 Number and Terms of Office.** The number of Directors that shall constitute the whole Board of Directors shall be seven (7). All Directors shall be elected for two (2) year staggered terms. A Director's term will end at the annual election at which his successor is duly elected, unless he sooner resigns or is removed as provided for in Section 4.5 below.

**4.2 Qualifications.** Each Director must be a Lot owner or primary occupant or the spouse of a Lot owner or primary occupant. In the case of a Lot owned by a corporation, any officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor, or settlor of the trust, or any one of the beneficial owners residing in the home on the Lot is eligible to be elected to the Board of Directors.

**4.3 Nominations and Elections.** Any person qualified to serve must have an opportunity to nominate his or herself. The procedures for submitting nominations and voting shall be as established by the Board of Directors from time to time. The persons receiving the largest number of votes shall be elected, except that a tie vote shall be decided by the toss of a coin. Cumulative voting is not permitted.

**4.4 Directors Certification Requirements.** Each Director within 90 days after being elected or appointed to the board, shall certify in writing to the secretary of the association that he or she has read the association's declaration of covenants, articles of incorporation, bylaws, and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. Within 90 days after being elected or appointed to

the board, in lieu of such written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division approved education provider within 1 year before or 90 days after the date of election or appointment. The association shall retain each director's written certification or education certificate for inspection by the members for 5 years after the director's election. However, the failure to have the written certification or educational certificated on file does not affect the validity of any board action.

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

**4.6     Removal of Directors.** Any Director may be removed, with or without cause, by a majority vote of the Lot owners, by a written agreement in accordance with the procedures set forth under in Chapter 720, Florida Statutes. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election.

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

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

**4.9     Notice to Owners.** Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation and meetings concerning personnel matters, and notices of all Board meetings, together with the agenda for the meeting, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a Lot or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered, or electronically transmitted and posted at least fourteen (14) days in advance.

**4.10    Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

**4.11 Quorum of Directors.** A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

**4.12 Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of Officers.

**4.13 Adjourned Meetings.** A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

**4.14 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings.

**4.15 Emergency Powers.** In the event of any emergency, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time including:

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

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

(C) During any emergency, the Board may hold meetings with notice given only to

those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

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

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

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

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

**4.16 Delinquent Directors.** Any Director who is more than ninety (90) days delinquent in his or her obligation to pay assessments to the Association is deemed to have resigned from office.

## **5. OFFICERS.**

**5.1 Officers and Election of Officers.** The Executive Officers of the Association shall be a President and a Vice-President, who must be Directors, and a Secretary and a Treasurer, all of whom shall be elected annually by a majority vote of the Board of Directors. Any Officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any Officer so removed shall return all books, records, and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

**5.2 President.** The President shall be the Chief Executive Officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages, and other contracts and documents requiring the seal of the

Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or agent of the Association.

**5.3 Vice-President.** The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall assign.

**5.4 Secretary.** The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

**5.5 Treasurer.** The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

**5.6 Compensation of Officers and Directors.** Directors and Officers may be reimbursed for out-of-pocket expenses, but no compensation shall be paid to any Director or Officer for services as a Director or Officer of the Association.

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

**6.1 Depository.** The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall only be by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

**6.2 Accounts of the Association.** The Association shall maintain its accounting books and



records according to generally accepted accounting principles. There shall be an account for each Lot. Such accounts shall designate the name and mailing address of each Lot owner, the amount and due date of each assessment or charge against the Lot, amounts paid, date of payment, and the balance due.

**6.3 Budget.** The Treasurer shall prepare and the Board of Directors shall adopt a budget of the Association's estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown.

**6.4 Reserves.** The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720, Florida Statutes, and, therefore, may be spent, waived, or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes, and, therefore, membership adopted reserves may only be used, waived, or reduced on a yearly basis according to Chapter 720, Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

**6.5 Assessments.** The regular annual assessment based on an adopted budget is due on the first day of January and shall be paid in advance. Written notice of the annual assessment shall be sent to the owner of each Lot prior to the due date, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made before the due date of the payment, it shall be presumed that the amount of the annual assessment is the same as for the prior year, and payments shall be continued at such rate until a new budget is adopted. Assessments are delinquent if not paid on the due date. If the assessment is not paid within ten (10) days after the due date, it shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

**6.6 Special Assessments.** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above, and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment.

**6.7 Fidelity Bonds.** The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds are a common expense.

**6.8 Financial Reports.** Not later than ninety (90) days after the close of each fiscal year, the

Board of Directors shall cause to be prepared a financial report as prescribed in Section 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

**6.9 Audits.** Unless required by law, the Board of Directors may, but is not required, to order a formal audit of the Association's financial reports to be performed by a certified public accountant, and a copy of the audit report shall be available to all members if one is prepared and the cost is a common expense.

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

**6.11 Fiscal Year.** The fiscal year for the Association shall begin on January 1st of each calendar year and end on December 31st of that same calendar year.

**6.12 Contracts.** The Board of Directors shall obtain competitive bids on any contract exceeding ten percent (10%) of the annual budget, including reserves. However, the Board of Directors shall not be obligated to accept the lowest bid so long as the action is taken at a duly noticed meeting of the Board of Directors. Any contract that obligates the Association for a term of more than one (1) year must be approved by a majority of the vote of the members present in person or by proxy and voting at meeting called for that purpose. The Board shall not enter into contracts with automatic renewal clauses that obligate the Association for a period in excess of thirty (30) days.

**7. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management, and control of the common areas, the Lots, and the operation of the Association. Copies of such rules and regulations shall be furnished to each Lot owner.

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

**8.1 Fines and Suspensions.** The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations. Fines shall be in amounts deemed necessary by the Board of Directors to deter future violations. The maximum fine for a single violation shall be \$100.00. The maximum fine for a continuing violation shall not be limited to \$1,000.00, except if the law requires such limit. If allowed by law, fines shall be secured by a lien on the owner's Lot. Suspensions of the use of common areas, facilities, and common non-essential services (e.g. bulk cable television and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for a 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, or instruction on how to request a Hearing;
- (2) A specific designation of the provisions of the Chapters 617 or 720, Florida Statutes, the governing documents, or the rules which are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(B) Hearing. At the Hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence presented by the Association. The hearing shall be conducted before a committee of at least three (3) owners appointed by the Board, none of whom may be serving as Directors, Officers or employees of the Association. Also, the committee members may not be a spouse, parent, child, brother or sister of an Officer, Director or employee of the Association. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be imposed. If the committee agrees with the proposed fine and/or suspension, the Board of Directors may impose same. All proceedings of the committee shall be open to all members and otherwise subject to the same requirements for notice and other formalities as apply to Board meetings.

**8.2 Fines and Suspensions Without Hearing.** The foregoing notwithstanding, unless prior notice and a Hearing is specifically required by law, no prior notice or opportunity for a Hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay assessments or other charges when due.

**8.3 Suspension of Voting Rights.** If an owner is more than ninety (90) days overdue in payment of assessments or other financial obligation to the Association, then the owner's voting rights shall automatically be suspended until such time as the owner's account is paid in full.

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

**9.1 Proposal.** Amendments to these Bylaws shall be proposed by a majority of the Board.

**9.2 Vote Required.** These Bylaws may be amended if the proposed amendment is approved by a majority of the Lot owners present in person or by proxy and voting at a duly noticed meeting at which a quorum is obtained.

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

## **10. MISCELLANEOUS.**

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

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

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