

Certificate of Amendment to and Restatement of the By-Laws of Mariner's Cove Village at the Landings Homeowners' Association, Inc.

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Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

**CERTIFICATE OF AMENDMENT TO AND RESTATEMENT OF THE BY-LAWS OF
MARINER'S COVE VILLAGE AT THE LANDINGS
HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the By-Laws of Mariner's Cove Village at the Landings Homeowners' Association, Inc., originally recorded in Official Record Book 2216, Page 2385 and in Official Record Book 2238, Page 3537 of the Public Records of Lee County, Florida (hereinafter "By-Laws") provide in Article X that they may be amended in the same manner as the Articles of Incorporation;

WHEREAS, the Articles of Incorporation, recorded in Official Record Book 2216, Page 2376 of the Public Records of Lee County, Florida, provide in Article IX that they may be amended upon the affirmative vote of two-thirds (2/3) of all members;

WHEREAS, the By-Laws were amended by that certain Amendment to the By-Laws by instrument recorded June 24, 1998, in Official Record Book 2976, Page 2190 of the Public Records of Lee County, Florida;

WHEREAS, the By-Laws were amended by that certain Amendment to the By-Laws by instrument recorded June 20, 2000, in Official Record Book 3269, Page 4664 of the Public Records of Lee County, Florida;

WHEREAS, SCOTT BLAIS, as President and TOM CARLIN, as Treasurer of Mariner's Cove Village At The Landings Homeowners' Association, Inc., do hereby certify that at the Annual Membership Meeting on January 31, 2013, held in accordance with the By-Laws of this Association, the attached Amended and Restated By-Laws of Mariner's Cove Village at the Landings Homeowners' Association, Inc. were approved in accordance with said By-Laws, by the affirmative vote of the two-thirds (2/3) of all members, in person or by proxy, at which a quorum was present.

THEREFORE, the By-Laws of Mariner's Cove Village at the Landings Homeowners' Association, Inc., originally recorded in Official Record Book 2216, Page 2385 and in Official

Certificate of Amendment to and Restatement of the By-Laws of Mariner's Cove Village at the Landings Homeowners' Association, Inc.

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Record Book 2238, Page 3537 of the Public Records of Lee County, Florida are hereby amended and restated as the Amended and Restated By-Laws of Mariner's Cove Village at the Landings Homeowners' Association, Inc. attached hereto and incorporated herein as Exhibit 1.

SEE TEXT ATTACHED HERETO AS EXHIBIT "1"

MARINER'S COVE VILLAGE AT THE
LANDINGS HOMEOWNERS'
ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
SCOTT BLAIS, President

[Signature]
Witness

Attest:
By: [Signature]
TOM CARLIN, Treasurer

[Signature]
Witness

[Signature]
Witness

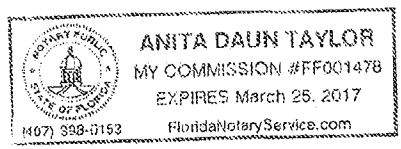
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instruments was acknowledged before me this 19th day of April, 2013, Scott Blais and Tom Carlin, President and Treasurer, respectively of Mariner's Cove Village At The Landings Homeowners' Association, Inc., who are personally known to me or have produced FLORIDA ID as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to and Restatement of the By-Laws of Mariner's Cove Village at the Landings Homeowners' Association, Inc. and acknowledges the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal this 19th day of April, 2013.

(SEAL)

[Signature]
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 3/25/17



AMENDED AND RESTATED BY-LAWS
OF
MARINER'S COVE VILLAGE AT THE LANDINGS
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be MARINER'S COVE VILLAGE AT THE LANDINGS HOMEOWNERS ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be at 4200 North Landings Drive, Ft. Myers, Florida, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Restrictions, Easements, charges and Liens (the "Declaration") of MARINER'S COVE VILLAGE (the "Village"), and, unless otherwise specified herein, all terms used herein shall be defined as set forth in the Declaration.

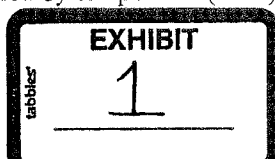
ARTICLE II

DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board composed of at least three (3) Directors. All Directors shall be Members or the spouse of a Member. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or other such non-natural owner shall be deemed to be members so as to be eligible for Board membership. Each corporate owner must designate a representative who shall be deemed its Member/Owner for purposes of voting, attendance of meetings and any service on the Board of Directors. The term of Directors shall be staggered. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

Section 2. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of persons owning a majority of the Membership Interests. A special meeting of the Members to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Members giving notice of the



meeting as required to for a meeting of Members and the notice shall state the purpose of the meeting. All Directors, shall be Members of the Association and no Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. If any Director fails to pay any Assessment levied by the Board of Directors whether regular or special Assessment, within ninety (90) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect regular and special Assessments.
- B. To use and expend the Assessments collected to maintain, care for and preserve the Units and the Property, except those portions thereof which are required to be maintained, cared for and preserved by the Owners.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To collect delinquent Assessments by suit or otherwise, together with interest at the rate provided in the Declaration and all costs so incurred including but not limited to attorneys' fees, to abate nuisances and to enjoin or seek damages from the Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the Rules and Regulations promulgated by the Board of Directors.
- E. To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.
- F. Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;
- G. In accordance with Section 720 of the Florida Statutes, the right to suspend the voting rights of an Owner for the nonpayment of any monetary obligation due to the Association that is more than 90 days delinquent and the right of the Association to suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenant, guest, or invitee, to use common areas and facilities for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rule of the association.

H. To contract for management of the Property and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership, and to contract for services to be provided to the Owners, including cable television services.

I. To carry out the obligations of the Association under any easements, restrictions or covenants running with the land that are intended to provide enjoyment, recreation or other use or benefit to the Owners.

Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings.

A. The meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the annual meeting at which they were elected, provided a quorum shall then be present, or as soon hereafter as may be practicable.

B. Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or by electronic mail, at least forty-eight hours (48) before the date of such meeting.

C. Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Property at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. A member of the Board may join by written concurrence in any specific action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

Section 7. *Reserved for future use.*

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.

- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- P. Reports of committees.
- G. Unfinished business.
- II. Original resolutions and new business.
- I. Adjournment.

Section 9. Accounting Records. The Association shall maintain accounting records according to good accounting practices, consistently applied, which shall be open to inspection by all Members or their authorized representatives at a reasonable time. Financial Statements of the Association shall be supplied at least annually to all Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Lot which shall designate the name and address of the Owner, the amount of each Assessment, the due dates and amounts of the Assessments, the amounts paid upon the account and the balance due.

Section 10. LYG&TC Representative. The representative of this Association to The Landings Yacht, Golf and Tennis Club, Inc., its successors or assigns, shall be designated from time to time by the Board of Directors of the Association and shall be subject to removal at any time, with or without cause, by the Board.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be one or more Vice-Presidents.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special

Assessment, within ninety (90) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a not for profit corporation subject to Section 720 of the Florida Statutes.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

A. The Treasurer shall cause the Association to keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as authorized by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

D. He shall prepare and deliver annual financial statements and, at such times as may be required by law or otherwise determined by the Board of Directors, shall arrange for audits or reviews of the Association's books by outside accountants.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. Committees. The Board may appoint one or more executive or other committees whose duties and responsibilities shall be determined from time to time by the Board.

ARTICLE IV

MEMBERSHIP

Section 1. Membership. Each Owner (including a corporate owner) of each Lot operated by the Association shall be a Member of the Association and membership in the Association shall be limited to Owners of Lots within the Property.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot.

Section 3. Powers and Duties. The powers and duties of the Association shall include those set forth in the various provisions of the Declaration, the Articles of Incorporation and these By-Laws.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The Annual meeting shall be held during the first quarter of each calendar year.

B. At the annual meetings, subject to the provisions of Article II, Section I, of these By-Laws, the Members, by a vote of persons owning a majority of Lots (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

C. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A duly executed and acknowledged affidavit of an officer of the Association affirming that notices of the meeting were mailed or hand delivered, in accordance with this paragraph, shall be proof of such mailing, and shall be retained as part of the official records of the Association. A notice of such meeting shall be posted at a conspicuous place on the Property at least fourteen (14) days prior to the meeting.

Section 3. Membership List. At least fourteen (14) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Unit, with the mailing address of each Member, shall be prepared by the Secretary.

Section 4. Special Meetings.

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of fifteen percent (15%) of the Members. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Members stating the time, place and object thereof shall be served personally, by mail or electronic mail in compliance with Florida law to each Member entitled to vote thereon at such address as appears on the books of the Association at least forty-eight (48) hours before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Property at least forty-eight (48) hours prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. When a quorum is present at any special meeting, two-thirds (2/3) of the votes cast in person or represented by written proxy or a majority of all members, whichever is less, shall decide any question properly brought before the meeting.

Section 5. Quorum. Members owning thirty (30%) percent of the Membership interests entitled to vote, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. The Owner or owners of a Lot shall be entitled to one (1) vote for each Lot owned.

B. If a Lot is owned by a corporation or other entity, said corporation or other entity shall file a certificate with the Secretary naming the person or persons authorized to cast said vote any one of whom may vote at any meeting on behalf of the Lot. If the same is not on file prior to any meeting of the Members, then or any authorized officer may cast said vote. Notwithstanding the above, if: (1) no certificate of designation is on file, and all owners of a Lot are present, either in person or by proxy, and cast their votes unanimously; or (2) all those designated in the certificate to vote on behalf of the Lot are present, either in person or by proxy, and cast their votes, unanimously, then said votes shall be counted and considered as one vote for each Lot so owned.

C. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. Each proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a Member.

Section 8. Waiver and Consent.

Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business.

The order of business at annual Members meetings and, as far as practical, at other Members meetings will be:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Elections.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.

- G. Unfinished business.
- H. New business.
- I. Adjournment.

ARTICLE VI

NOTICE

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. A waiver shall not dispense with or lessen the number of members required for a quorum.

Section 3. Address. The address for notice to the Association is 4200 North Landings Drive, Ft. Myers, Florida 33919.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any two (2) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Determination of Assessments.

A. (1) The Board of Directors shall fix assessments adequate to meet the common expenses of the Association. Common Expenses of the Association shall include expenses for the operation, maintenance, repair or replacement of the Common Areas, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses for promoting the recreation, health, safety and welfare of the Owners or otherwise

designated as common expenses by the Declaration or from time to time by the Board of Directors.

(2) Funds for the payment of common expenses shall be assessed against Lot owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to maintain, repair and replace the Common Areas within the property.

(4) Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as provided for regular Assessments.

B. When the Board of Directors has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Annual Budget.

A. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Owners.

B. The Board of Directors may approve annual budgets without the necessity of Owner approval so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. If the Board of Directors adopts a budget which requires Assessments against Owners for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the Owners to the Board of Directors, shall call a special meeting of the Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Owner. At the special meeting, Owners shall consider and enact a budget, the adoption of which shall require a vote of not less than a majority vote of all Owners. The Board of Directors may propose a budget to the Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Owners at the meeting or by a majority of all Owners in writing, the budget shall be adopted. 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 Property, anticipated expenses by the Association which are not

anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Property shall be excluded from the computation. The Board of Directors shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of persons owning a majority of all Lots.

Section 5. Working Capital and Reserve Accounts.

A. The Board of Directors may establish, as part of the regular assessment or by special assessment, an operating capital fund equal to two (2) months' estimated common expenses for each Lot which funds may be utilized for payment of common expenses or any other lawful obligation of the Association in excess of the assessments collected from Owners on a monthly basis.

B. The Board of Directors may establish, as part of the annual budget, reserve accounts for capital expenditures and deferred maintenance for items including but not limited to, pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. However, the members of the Association may by a majority vote at a duly called meeting of the Association, elect for a fiscal year to provide no reserves or reserves less adequate than required by the above-stated formula.

C. The Board of Directors shall have the right to assess Owners to establish a reserve account for the future replacement of or additions to the Common Area and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 6. Payment of Assessments. All Assessments shall be paid timely to the Association. Assessments shall be made against Owners not less frequently than quarterly in advance, in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

Section 7. Limitation on Expenditures. Any single item of expenditure for the improvement of the Common Areas exceeding Ten Thousand Dollars (\$10,000.00), with annual adjustments as necessary for inflation, shall require the specific approval of persons owning a majority of the Lots whether or not adoption of the entire budget requires Owner approval pursuant to Section 4 of this Article VII.

Section 8. Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors. Notwithstanding the foregoing, sums collected for reserves shall be placed in a separate account from other funds of the Association. All Assessments shall be applied as provided herein and in the Declaration.

Section 9. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bond or bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or over which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, any management firm retained by the Association, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII

DEFAULT

Section 1. Delinquent Payment. In the event an Owner does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Directors, may enforce its lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida. Assessments or installments thereof not paid within ten (10) days from the date due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.

Section 2. Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the owner to correct said violation, the Association may, but is not obligated to, take such action as it may deem appropriate, including the institution of legal action, to correct the violation. In the event such legal action is brought against an Owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

Section 3. Mortgagees. Upon prior written request of a Mortgagee, said Mortgagee shall be given notice of any monetary default by the Owner and opportunity to cure said default within ten (10) days after notice from the Association to the Mortgagee. Nothing contained in this Article shall be construed to require that the Association furnish notice to any Owner of his failure to pay any Assessment, sum or other charge due to the Association,

Section 4. Consent. Each owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Owners, and to preserve each Owner's right to enjoy his Lot or Unit free from unreasonable restraint and nuisance.

ARTICLE IX

OBLIGATIONS OF MEMBERS

In addition to other obligations and duties set out in the Declaration, and subject to any other provisions set forth therein and in the Articles of Incorporation of the Association, these By-Laws and the Rules and Regulations adopted pursuant to these By-Laws, each member of the Association shall:

Section 1. Unit Occupancy. Use or permit his Unit to be used exclusively for residential purposes by himself, approved lessees, family members and guests.

Section 2. Assessments. Promptly pay any and all Assessments levied against him by the Association.

Section 3. Conformity with Declaration and Articles of Incorporation. Neither use nor permit the use of his Lot or Unit for any purpose other than as permitted by the Declaration and in conformity with the Articles of Incorporation of the Association.

Section 4. Conformity with By-Laws and Rules and Regulations. Conform to and abide by the By-Laws and Rules and Regulations of the Association which may be adopted in writing from time to time by the Board of Directors of the Association or its designee relative to the Lots, Units, the Common Areas or the use thereof.

Section 5. Compliance With Laws. Comply with all laws, orders, codes, and regulations of federal, state, county, municipal, and other governmental authorities relative to the operation or use of his Lot.

Section 6. Nuisance. Neither use nor permit the use of his Lot, Unit or the Common Areas in any manner which will be disturbing or be a nuisance to other Owners, or in any way be injurious to the reputation of the Village.

ARTICLE X

AMENDMENT

These By-Laws may be amended in the same manner as the Articles of Incorporation except that no Amendment to these Bylaws shall be effective which would contravene the Declaration or the Articles of Incorporation of the Association.

ARTICLE XI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires, should any of the provisions of these By-Laws be void or be or become unenforceable at

law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect. Wherever possible, these By-Laws shall be construed consistently with Florida law, the Declaration and the Articles of Incorporation. However, in the event of any conflict or inconsistency the provisions of Florida law, the Declaration and Articles of Incorporation shall govern and these By-Laws shall be given effect to the extent not inconsistent therewith.