

## EXHIBIT "C"

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

### **THIRD AMENDED AND RESTATED BYLAWS OF SPANISH WELLS COMMUNITY ASSOCIATION, INC.**

1. **GENERAL.** The Second Amended and Restated Bylaws of Spanish Wells Community Association, Inc. were recorded on April 4, 2006, in the Official Records of Lee County, Florida as Instrument No. 2006000138085 and were subsequently amended and are hereby amended and restated in their entirety.

1.1 **Principal Office.** The principal address of the Association is currently 9240 Bonita Beach Road, Suite 3318, Bonita Springs FL 34135 and may be changed from time to time, at the discretion of the Board of Directors, without the necessity of amending these Bylaws.

1.2 **Definitions.** The definitions set forth in the Third Amended and Restated Declaration of Protective Covenants for Spanish Wells ( hereinafter the "Declaration"), as it stands and as it may be further amended, shall apply to terms used in these Amended and Restated Bylaws (hereinafter referred to as the "Bylaws").

#### 2. **MEMBERS.**

2.1 **Qualifications.** The Members of the Association shall be the record owners of legal title to the Parcels. In the case of the Parcels subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events:

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

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

2.2 **Voting Interests.** The Members of the Association are entitled to one vote for each Parcel owned by them. The total number of possible votes (the "**Voting Interests**") is equal to the total number of Parcels. The vote of a Parcel is not divisible. If a Parcel is owned by one natural person, the right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two or more natural persons, then the Parcel's vote may be cast by any one of the record Owners. If two or more Owners of a Parcel do not agree among themselves on how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Parcel is not a natural person, then the Owner shall designate a person to cast the vote for the Parcel and in the absence of such designation, the Association may accept a vote from any partner, corporate officer, trustee or other person having apparent authority to act for the Owner unless more than one vote is cast for the Parcel in which case no vote will be counted for that Parcel.

2.3 Association Owned Parcels. No vote shall be cast for any Parcel owned by the Association and Association owned Parcels shall be deducted from the total number of Voting Interests used as the denominator for the purpose of establishing a quorum or the number votes required to approve a proposed amendment to the governing documents or any other-proposition presented to the Parcel Owners for a vote.

2.4 Approval or Disapproval of Matters. Matters requiring approval of the Parcel Owners are to be decided by the vote of the majority of the Voting Interests present at a meeting at which a quorum has been attained, except where a greater or different number of votes are expressly required by law or by any provision of the Governing Documents.

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

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

2.7 Notices to Members. Unless otherwise required by law, mailing includes the delivery by electronic transmission to Owners who have provided an email address to the Association.

### 3. MEMBERS MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in the first quarter of each calendar year. The annual meeting shall be held in Lee County, Florida, on a date and at a time, and place designated by the Board of Directors, for the purpose of transacting any 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 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 meeting notice.

3.3 Notice of Meetings. Notice of all Members meetings must state the date, time, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each Member at the address that appears on the books of the Association, or may be furnished by personal delivery. Each Member is responsible for providing the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the Officer or other person making such mailing shall be retained in the Association's records as proof of mailing. If ownership of a Parcel changes after notice has been mailed, no separate notice to the new Owner is required. Notice of the annual meeting shall be posted in a

conspicuous place in the community for at least fourteen (14) continuous days prior to the annual meeting.

3.4 **Waiver of Notice.** Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver.

3.5 **Quorum.** A quorum at meetings of the Members shall be attained by the presence either in person or by proxy, of persons entitled to cast at least twenty-five percent (25%) of the votes of the entire membership.

3.6 **Vote Required.** The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Parcel Owners for all purposes, except where a greater or different number of votes are expressly required by law or by any provision of the governing Documents.

3.7 **Proxy Voting.** Members are entitled to attend and vote at a Members meeting by proxy, provided that proxies shall not be used for election of the at large Director. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, signed and dated by the person authorized to cast the vote for the Parcel, specify the date, time, and place of the meeting for which it is given, and the original, or an electronic copy of the original, which may include, but not be limited to, a facsimile or PDF copy sent via e-mail, must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 **Adjourned Meetings.** Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. If the date, time, and place of its continuance are announced at the meeting being adjourned, then it shall not be necessary to give further notice of the meeting. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present.

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

- (A) Call of the roll or determination of quorum
- (B) Proof of notice of the meeting
- (C) Reading or disposal of minutes of last Members meeting
- (D) Report of Officers
- (E) Reports of Committees
- (F) Election of the at large Director
- (G) Unfinished business

- (H) New business
- (I) Adjournment

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

3.11 Parliamentary Rules. Robert's Rules of Order (latest edition) may guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these 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.

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 these Bylaws, shall be exercised by the Board, subject to approval or consent of the Parcel Owners only when such is specifically required.

4.1 Number and Terms of Service. There shall be one Director from each of the eight (8) Neighborhood Associations. For so long as the Club is owned by the Association, a ninth (9<sup>th</sup>) Director shall be elected, at large, at the annual meeting and shall serve a one year term. If the Club is no longer owned by the Association, then the Owner of the Club shall appoint the ninth (9<sup>th</sup>) Director.

4.2 Qualifications. Each Director must be a Member or the spouse of a Member. When the Owner is not a natural person then the Member is the person designated to vote for the Parcel.

4.3 Nominations and Elections. At the annual meeting, each Neighborhood Association shall designate its representative for Board according to the provisions of its own governing documents. In absence of a designation or in event of a dispute, the President of Neighborhood Association shall be the Neighborhood Association's representative on the Board. For so long as the Club is owned by the Association, a ninth (9<sup>th</sup>) Director shall be elected, at large, at the Annual Meeting of the Association as further provided for in this section. The at large Director shall be elected by written ballot or an electronic voting system which complies with the requirements of Chapter 720, Florida Statutes. Proxies may not be used in electing the at large Director. At least forty (40) days before the election of the at large Director, which shall occur at the annual meeting of the Members, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the election. A Member or other eligible person desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least twenty-one (21) days before a scheduled election. Together with the written notice and agenda as set forth in Section 3.3 hereof, the Association shall mail, deliver, or electronically transmit a second notice of the election to all Members entitled to vote, together with a ballot that lists all candidates. Upon request of a

candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 21 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Board of Directors shall, by Rule, establish voting procedures consistent with this sub-subparagraph, including Rules establishing procedures for giving notice by electronic transmission and Rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement and Members need not be present at the annual meeting to cast a ballot for the at large Director; however, at least twenty-five percent (25%) of the eligible voters must cast a ballot in order to have a valid election. An Owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. Notwithstanding anything to the contrary in these Bylaws, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist. If title to the Club is transferred so that the Club is no longer owned by the Association, the current at large Director will remain in office until the next annual meeting, at which time, and at each subsequent annual meeting thereafter, the Owner of the Club shall appoint the ninth (9<sup>th</sup>) Director.

4.4 Vacancies on the Board. Vacancies shall be filled according the procedures specified in the governing documents for each Neighborhood. Should a Neighborhood fail to designate a representative to fill the seat, or in the interim during the selection process, the President of Neighborhood Association shall be the Neighborhood Association's representative on the Board. A vacancy in the seat held by the at large Director shall be filled by the majority vote of the remaining Board Members.

4.5 Removal of Directors. Any Director may be removed, with or without cause, according to the procedures set forth in the governing documents for the Neighborhood he or she represents. The at large Director may only be recalled by written agreement of the majority of the Owners in accordance with the procedures specified for Condominium elections under Chapter 718, Fla. Stat., as may be amended from time to time.

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

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director personally, or by mail, telephone, or telegram at least two (2) days prior to the date named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to Members, and notices of all Board meetings (including an agenda) shall be posted conspicuously on the community owned property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. Notice of any Board

meeting at which a non-emergency Special Assessment will be discussed, proposed, or approved shall conform to the requirements set forth in Section 6.6 below. The right of Owners to attend Board meetings includes the right to speak for up to three minutes on designated agenda items, subject to the rules of the Association as to the manner of doing so.

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

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board by conference telephone call or other 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. Directors may not vote or participate by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any 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.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. If the date, time, and place of the reconvened meeting are announced, then no further notice is required. Any business that might have been transacted at the meeting as originally called may be transacted at the reconvened meeting, provided a quorum is present.

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

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

4.15 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. If required by law, committee meetings shall be open to attendance by any Owner, and notice of committee meetings shall be posted in the same manner as required in Section 4.8 above for Board meetings.

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 the Board of Directors.

## 5. OFFICERS.

5.1 Officers and Elections. The Executive Officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary. The President and Vice President must be Directors. Otherwise, none of the Officers are required to be Directors. Any Officer may be removed with or without cause by the majority vote of the Directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and Directors, shall be an ex-officio member of all standing and temporary committees, shall have the responsibility for the general 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, except when 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. The term of office of any President may not exceed 5 consecutive years.

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 all meetings of the Board of Directors and all meetings of the Members, shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. 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 be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

## 6. FISCAL MATTERS.

6.1 Depository. The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida, as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of operating expenses for each fiscal year. A copy of the proposed budget and a notice stating the date, time, and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the Owner of each Parcel not less than fourteen (14) days prior to the meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Reserves. The Board may also establish one or more reserve accounts for contingencies, major improvements, capital expenditures and deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.4 Assessments. Regular Assessments based on the adopted annual budget shall be paid in monthly installments, in advance, due on the first day of each month. If an annual budget has not been adopted at the time that the first installment for a fiscal year is due, it shall be presumed that the amount of each installment is the same as the last installment and shall be continued at such rate until a new budget is adopted.

6.5 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board approving such Assessments. Written notice of any Board meeting at which a non-emergency Special Assessment will be considered, discussed, or proposed must be mailed to all Parcel Owners at least fourteen (14) days in advance. The notice to Owners that any Special Assessment has been levied must contain a statement of the purpose of the Assessment, and the funds collected must be spent for the stated purpose or returned to the Members as provided by law.

6.6 Delinquent Assessments. Assessments that are not paid within ten (10) days of the due date shall bear interest from the due date until paid at the highest rate allowed by law. The Association shall also be entitled to collect a late fee in the highest amount allowed by law but not less than \$25.00 per installment. Owners are also responsible for all costs and attorney's fees incurred by the Association in the collection process. The Association's lien also secures interest, late fees, costs and attorneys' fees. Assessments shall be applied first to any interest accrued, then to any late fee, then to any costs and attorney's fees and then to the oldest delinquent assessment. The Association is not bound by any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Fla. Stat. and is not a fine. Collection costs also include the cost of defending the Association's lien priority in any mortgage foreclosure, proceeding in connection with tax deed and any similar proceeding.



6.7 **Fidelity Bonds.** The Treasurer, all other Officers who are authorized to sign checks, and all other persons having access to or control of Association funds, 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 shall be a common expense.

6.8 **Financial Statements.** Not later than 120 days after the close of each fiscal year, the Board shall prepare and distribute to the Owners of each Parcel, financial statements meeting the minimum standards of the Homeowners' Association Act, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts.

6.9 **Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the operation of the Association; the use, maintenance, management, and control of the Common Areas and property owned by the Association; and the use of the Parcels. Any Rule or Regulation created and imposed by the Board must be reasonably related to the promotion and preservation of property values and of the health, happiness, and peace of mind of the Parcel Owners, and uniformly applied and enforced.

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

8.1 **Fines and Suspensions.** The Board of Directors may levy fines and/or impose suspensions against Members, a Member's tenants or guests, or both, who commit violations of law, 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 Parcel. Suspensions of the use of Common Areas and facilities, and common non-essential services 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, which 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 law, the governing documents, or the rules that 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 suspension may be levied or imposed shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as Directors or Officers, or who are employees of the Association, or the spouse, parent, child, brother, or sister of a Director, Officer, or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspension, the Board of Directors shall levy or impose same.

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 may be suspended until such time as the Owner's account is paid in full.

8.4 **Correction of Health and Safety Hazards.** Any violation of the Association's Governing Documents or Rules and Regulations that creates conditions of the Parcel that are deemed by the Board of Directors to be a hazard to the public health or safety, may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Parcel Owner.

8.5 **Availability of Remedies.** Each Member, his heirs, successors, and assigns, agrees to the foregoing provisions relating to default and abatement of violations, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures that will enable it to operate on a businesslike basis, to collect those monies due it, and to preserve the majority's right to enjoy the property free from unreasonable restraint and annoyance.

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

9.1 **Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-tenth (1/10) of the Voting Interests.

9.2 **Procedure.** Upon any amendment or amendments to these Bylaws being proposed by the Board or Parcel Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can still be given.

9.3 **Vote Required.** These Bylaws may be amended if the proposed amendment is approved by at least a majority of the Voting Interests present in person or by proxy and voting at any annual or special meeting called for that purpose which proper notice is given and a quorum is obtained. Amendments may also be approved by the written consent of a majority of the total Voting Interests. The Board of Directors may amend the governing documents to correct scrivener's errors or omissions, and amend and restate the governing documents in order to consolidate into one document amendments previously adopted by Members.

9.4 **Recording; Effective Date.** A copy of each amendment shall be attached to a Certificate of Amendment stating that the amendment was duly adopted at an annual meeting or a special Members meeting, give the date of the meeting at which the amendment was adopted, and identify the Official Records Book and Page of the Public Records where the Declaration of Covenants, Conditions, Restrictions and Easements was first originally recorded. The Certificate shall be executed by President or the Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the fully-executed Certificate of Amendment and the amendment are recorded in the Public Records of Lee County, Florida.

## 10. **MISCELLANEOUS.**

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

10.2 **Severability.** Should any portion of these Bylaws be void or unenforceable, the remaining provisions of the Bylaws 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 the Declaration, Articles of Incorporation, or these Bylaws, the provisions of the Declaration or Articles shall prevail over the provisions of these Bylaws.