

Exhibit “C”

Substantial rewording. See governing documents for current text.

**AMENDED AND RESTATED BY-LAWS OF
CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC.**

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ARTICLE I. IDENTITY AND DEFINITIONS. These are the Amended and Restated By-Laws of Cedar Creek Property Owners Association, Inc., a not-for-profit corporation organized under the laws of Florida for the purpose of operating Cedar Creek. The definitions set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cedar Creek (hereinafter “**Declaration**”), shall apply to terms used in these Bylaws.

ARTICLE II. LOCATION OF PRINCIPAL OFFICE. The principal office of the Association shall be at such location as may be designated from time to time by the Board. Presently, the principal office is 6216 Whiskey Creek Drive, Suite A, Fort Myers, Florida 33919.

ARTICLE III. MEMBERSHIP, VOTING, QUORUM, AND PROXIES.

3.1 Qualifications. The Association has two (2) classes of members, which are the Members and the Limited Members. The Members are the record owners of fee simple title to the Lots. The Limited Members, if any, are the owners of properties outside of the boundaries of Cedar Creek that are subjected to the Declaration for the purposes of utilizing the water management facilities that are owned or controlled by the Association. Membership shall become effective upon recording in the Public Records of Lee County, Florida, of a deed or other instrument evidencing a transfer of legal title to a Plot. A copy of any such instrument of conveyance must be supplied to the Association within ten (10) days of recordation.

3.2 Voting Interests.

3.2.1 Members. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of Member Voting Interests equals the total number of Lots subject to the Declaration (i.e. 273).

3.2.2 Limited Members. The Limited Members are only entitled to vote on matters coming before the Association that are directly related to the SWMS, and Limited Members are not entitled to attend any meetings of the Association’s members except for meetings to vote upon matters directly related to the SWMS. Any dispute as to which matters directly relate to the SWMS shall be resolved by the Board. For any matter upon which both the Members and the Limited Members can vote, there shall be additional Voting Interests for the Limited Members, which are calculated as follows: Owners of commercial property shall be entitled to a number of votes equal to .55 times each 1,000 square feet (or fraction thereof) of gross leasable area assigned to such property. The Association, as the successor to Declarant, shall assign the square footage of gross leasable area which may be constructed on a Commercial Plot prior to the sale of such Plot to a third party. Owners of Residential Property, which owners are not Members, shall be entitled to a number of votes equal to the number of Dwelling Units that may be constructed on such

property, which number shall be assigned or determined in accordance with Section 4.04.A of the Original Declaration, which is incorporated herein by reference.

3.2.3 Suspensions; Exercise of Voting Interest. Suspension of a Voting Interest shall not affect the basis for which Common Expenses are shared or Common Surplus is owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. If a Plot is owned by one (1) natural person, his right to vote shall be established by the record title of the Plot. If a Plot is owned jointly by two (2) or more natural persons that are not acting as trustees, then that Plot's vote may be cast by any one (1) of the Plot's owners. If two (2) or more owners of a Plot do not agree among themselves how their one (1) vote shall be cast, then that vote shall not be counted for any purpose. If a Plot is owned by a corporation, then any officer of the corporation may vote on behalf of said corporation. If a Plot is owned by a partnership, then any general partner may vote on behalf of the partnership. If a Plot is owned in trust, then the grantor of the trust or any beneficiaries residing in the Plot shall be entitled to vote. If a Plot is owned by a limited liability company, then any member of the company (if member managed) or manager (if manager managed) may vote on behalf of the limited liability company. Subject to the qualifications above, any person with apparent authority asserting the right to vote on behalf of a Plot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Plot, unless the Plot has filed voting instructions with the Association designating some other person entitled to vote. Voting certificates are not necessary. If multiple owners or non-individual owners of a Plot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. No individual may cast a vote assigned to a Plot where the voting rights assigned to the Plot are suspended pursuant to the terms of the Governing Documents or Florida law. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, that the Board, in good faith, believes to be genuine. Further, the Association may assume the validity and the accuracy of any statement or assertion contained in a voting certificate, and the Association may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized.

3.3 Approval or Disapproval of Matters. Whenever the decision or approval of the owner of a Plot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Plot at an Association meeting as stated in subsection 3.2.3 above, unless the joinder of all owners of the Plot is specifically required by law or an express requirement in the Governing Documents.

3.4 Change of Membership. A change of membership in the Association shall be established by the new Membership becoming effective as provided in subsection 3.1 above. At that time, the membership of the prior Plot owner shall be terminated automatically.

3.5 Termination of Membership. The termination of Membership in the Association does not relieve or release any former member from liability or obligations incurred under or in

any way connected with the Community during their period of Membership, nor does it impair any rights or remedies that the Association may have against any former member.

3.6 Electronic Transmission of Notices of Meetings. Notice to the Association's members of meetings of the Board, meetings of a committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Chapter 720 and Section 617.0141, Florida Statutes (2024), as amended from time to time. Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a facsimile number at which the member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the member has consented to receive notice. Notice is also effective when posted on an electronic network that the member has consented to consult, upon the later of such correct posting; or the giving of a separate notice to the member of the fact of such specific posting; or when correctly transmitted to the member, if by any other form of electronic transmission consented to by the member to whom notice is given. Consent by a member to receive notice by electronic transmission must be in writing and shall be revocable by the member by written notice to the Association. The members are responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers and attachments to such text which is readily capable of being viewed through customary home or office computing systems, including but not limited to Word®, PDF® or similar attachments. An affidavit of the secretary or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.7 Use of Electronic Voting. Members who have consented to vote electronically shall be permitted to do so in accordance with the Resolution of the Board of Directors Authorizing Electronic Voting, dated February 12, 2025, and as may have been subsequently amended, and the Association shall comply with Florida Statute Section 720.317 of the Act.

ARTICLE IV. MEMBERS' MEETINGS; VOTING.

4.1 Annual Meeting. There shall be an annual meeting of the Association's members in each calendar year. The date, time and place of the annual meeting shall be determined by the Board from time-to-time. Failure to hold an annual meeting does not cause forfeiture or give cause

for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day, time, and at a place (or by real-time videoconferencing) designated by the Board, for the purpose of electing directors and transacting any business duly authorized to be transacted by the Association's members.

4.2 Special Members' Meetings. Special meetings of the Association's members must be held whenever called by the Association's president or by a majority of the directors, and must also be called by the president or secretary within a reasonable time of receipt of petition of the Members holding at least ten percent (10%) of the entire Voting Interests of the Association's members who are entitled to attend the meeting. The business at any special meeting of the Association's members shall be limited to the items specified in the notice of meeting.

4.3 Notice of Meetings; Waiver of Notice. Notice of all meetings of the Association's members must state the time, date and place of the meeting (or login credentials for meetings held by real-time videoconferencing). The notice of meeting must be mailed to each member entitled to attend at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission as provided by law. The members are responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Plot and no matter how many other residences such owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Plot. The notice of meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. 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 and attends solely to object to notice. A member may waive notice of any meeting at any time, but only by written waiver or attendance.

4.4 Quorum. A quorum at meetings of the Association's members shall be attained by the presence, either in person or by proxy, of members entitled to cast at least thirty percent (30%) of the Voting Interests that are entitled to attend the meeting. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

4.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Association's members at which a quorum has been attained shall be binding upon the Membership for all purposes, except where a greater or different number

of votes is expressly required by law or by any provision of the Governing Documents. No individual may cast a vote assigned to a Plot where the voting rights assigned to the Plot are suspended pursuant to the terms of the Governing Documents or Florida law.

4.6 Proxy Voting. To the extent lawful, any member entitled to attend and vote at a meeting of the Association's members may establish his presence and cast his vote by proxy. 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. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the member's intent to cast a proxy vote. The use of proxies is to be liberally construed.

4.7 Adjourned Meetings. Any duly called meeting of the Association's members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy at the meeting, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of the meeting's continuance. Any business that might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

4.8 Order of Business. The order of business at meetings of the Association's members shall be substantially as follows:

- (A) Collection of any election ballots not yet cast. (annual meeting)
- (B) Manager or teller committee counts ballots. (annual meeting, business may continue while counting)
- (C) Call to order by the president.
- (D) Call of the roll or determination of quorum.
- (E) Proof of notice of the meeting.
- (F) Reading, or waiver of reading, and approval of minutes of the last meeting of the Members.
- (G) Reports of officers (if any).
- (H) Reports of committees (if any).
- (I) Unfinished business (if any).
- (J) New business designated on the agenda.
- (K) Announce results of the election of directors. (annual meeting)
- (L) Adjournment.

The president shall preside as chairman over all meetings of the Association's members. In the absence of the president, a vice president shall preside as chairman, or in the absence of both, the members in attendance at the meeting shall select a chairman (who need not be a Member or a director); provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as chairman.

4.9 Minutes. Minutes of all meetings of the Association's members shall be kept in a businesslike manner and shall be available for inspection by the members or their authorized representatives and directors at all reasonable times. Minutes shall be kept for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time.

4.10 Parliamentary Rules. Meetings shall be conducted in accordance with these Bylaws and any procedures that are established by the Board from time-to-time, including, without limitation, the form of voting documents to be used. The ruling of the chair of a meeting, unless they or the Board designates a third person as a parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

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

4.12 Remote Meetings. To the greatest extent permitted by law, in accordance with Section 617.0721(3) of the Florida Statutes (2024), as it exists now and as amended from time to time, the Association's members and their proxy holders who are not physically present at a meeting of the Association's members may, if authorized by the Board: (i) participate in the meeting by means of remote communication; and (ii) be deemed to be present in person and vote at the meeting. If any Association member or proxy holder votes or takes any other action by means of remote communication, then a record of that participation must be maintained by the Association as part of the Association's meeting minutes and official records. Outside of an exercise of the Board's emergency powers, prior to authorizing a member to participate remotely at a meeting of the Association's members, the Board must adopt guidelines and procedures that implement reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is part of the Membership or a proxy holder of an Association member. Member participation at meetings by remote communication shall be subject to any other guidelines and procedures that the Board may adopt and amend from time to time.

ARTICLE V. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by the Board. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents shall be exercised by the Board, subject to approval or consent of the Association's members only when such is expressly required by the Governing Documents or law.

5.1 Number and Terms of Service. The property, business and affairs of the Association shall be managed by a Board consisting of five (5) directors. The term of each director's service shall be two (2) years, or until his successor is duly elected and qualified, and

there will be staggered terms. In even numbered years, two (2) seats on the Board shall come up for election. In odd numbered years, three (3) seats on the Boards shall come up for election. This change from the previous bylaws stems from a period during the Corona Virus Pandemic when the Association did not hold an annual meeting, in accordance with federal, state, and local governmental orders that were in effect at that time. Resignations of directors are effective when received by the Association in writing, unless a later effective date is specified in the written resignation.

5.2 Qualifications. Directors must be members of the Association or a spouse of a member. When a Plot is owned by a corporation, partnership, limited liability company or similar entity, any eligible voter, as described in subsection 3.2.3 of these Bylaws, shall be eligible for Board service. No two (2) individuals from the same Plot shall be eligible to serve on the Board at the same time, unless they own more than one Plot, in which case eligibility is limited to one director per Plot.

5.3 Vacancies on the Board. If the office of any director becomes vacant for any reason, other than recall of a majority of the Board by the Members, then a majority of the remaining directors or the sole remaining director, though less than a quorum of the Board, may choose a successor to serve for the remainder of the unexpired term, or may choose to hold a special election to fill the vacancy, in which case the election procedures must conform to the requirements in subsection 4.4 of these Bylaws. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no director remains on the Board, then the vacancy may be filled by the Members (via a special meeting of the Association's members which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

5.4 Removal and Resignation of Directors. Directors may be removed from the Board, with or without cause, by a majority vote of the entire Voting Interests, either by a written agreement or at any meeting called for that purpose, in the manner required by the Act. Directors shall be removed from the Board automatically for any reason so provided in the Act for automatic removal, including, without limitation, if a director is charged by information or indictment with forgery of a ballot envelope or voting certificate that is used in an Association election. A director who ceases to be a Member of the Association, or an eligible representative, a director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a director who is convicted of a felony in any state, shall become ineligible for Board service on the date of such disqualification, delinquency or conviction, and his seat shall be deemed vacated as of that date. Any director may resign his office at any time, in writing (including e-mail) addressed to any other director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

ARTICLE VI. NOMINATIONS AND ELECTIONS. The Members shall elect all directors of the Association at or in conjunction with the annual meeting of the Association's members as follows.

6.1 Candidates. The Board shall adopt and utilize procedures whereby the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, including electronic transmission for those Members who have so consented to each Member entitled to vote, a first notice of the annual meeting at least sixty (60) days prior to the annual meeting whereupon any person eligible to serve as a director may qualify as a candidate and have his name on the ballot, by notifying the Association in writing, at least thirty (30) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Association. During this period, the Association's Nominating Committee shall research, recruit, and nominate one person for each directorship to be filled, which may be an individual who has already submitted their notice of intent to run for the Board. The Nominating Committee shall focus on finding candidates with skillsets or experience that will be of assistance to the Association, depending upon what issues are set to come before the Association. For example, nominating an individual with experience in the construction industry in advance of an anticipated construction project. However, the discretion of the Nominating Committee shall be absolute and they shall have plenary power over their selection process. No additional nominations after the thirty (30) day cut-off period are permitted. No nominations from the floor are permitted.

6.2 Election and Voting Materials. Candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes at their own expense, including providing a candidate information sheet about themselves not less than thirty (30) days prior to the election. Any written materials distributed to the Members by the Association regarding an election shall be non-partisan, and Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Association shall endorse, disparage, or comment on any Candidate or indicate whether a candidate is an incumbent, however the Association shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. In addition, the Association may specify in any publication which candidates were nominated by the Association's Nominating Committee. The second notice of the annual meeting including the ballots and all other election and voting materials shall be distributed by the Association with the notice of the annual meeting.

6.3 Balloting and Vote Counting. On the day of the annual meeting, the first order of business is to collect any ballots that have not already been received. A teller committee, consisting of persons who are not related to any candidate, may be appointed by the Board to count the election ballots. Alternatively, the Board may ask and direct the Association's manager to count the election ballots. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the

names of more candidates than the number of directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interest cast a ballot. If an election ends in a tie, and there are more tied candidates than there are seats up for election, then the Association shall resolve the tie by drawing straws. The candidates who are elected shall take office upon the adjournment of the annual meeting. No secret balloting is required. The Board may require all ballots to be received by the Association at some point prior to the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In addition to the foregoing, to the extent that the Association wishes to provide for and allow electronic voting, Members who have consented to vote electronically shall be permitted to do so as provided for by Florida law.

6.4 Director Certification. Within ninety (90) days after being elected or appointed to the Board, each director 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. Newly elected or appointed directors shall also complete all certification and continuing education courses that are required by Florida law.

6.5 Organizational Meeting. The annual organizational meeting of the new Board shall be held within thirty (30) days after the annual meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

ARTICLE VII. POWERS OF THE BOARD OF DIRECTORS. All of the powers of the Association existing under the laws of Florida generally, Florida Not for Profit Corporation Statute, the Act and the Governing Documents, all as amended from time to time, shall be exercised exclusively by the Board, or its duly authorized agents, contractors or employees, when said powers have been delegated by the Board, subject only to the approval by Members when such is specifically required. The powers of the directors shall include, but not be limited to, the following powers that are exercised by a vote of the Board at a duly noticed Board meeting:

7.1 To call meetings of the Members.

7.2 To appoint, remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever.

7.3 To establish, levy and assess, and collect the Assessments against Lots as necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.

- 7.4 To use the proceeds of Assessments in the exercise of its powers and duties.
- 7.5 To maintain, repair, replace, operate and improve the Property, as provided in the Declaration.
- 7.6 To adopt and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Property, including, but not limited to the Lots and Common Areas, including reasonable admission charges if deemed appropriate, and to adopt and amend rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.
- 7.7 To reconstruct any pre-existing Association property improvements after casualty.
- 7.8 To enforce by legal means the provisions of applicable laws and the Governing Documents, and to interpret said Governing Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.
- 7.9 To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- 7.10 To carry insurance for the protection of the Members and the Association.
- 7.11 To pay the cost of all utility services rendered to the Common Area and not billed to Owners of individual Lots.
- 7.12 To employ personnel to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 7.13 To bring and defend suits and other proceedings and exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.
- 7.14 To incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, income or rights, provided any of the above is first approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members.
- 7.15 To make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its officers, purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration or the Articles of Incorporation, and grant or modify easements and licenses over the Association Property necessary or desirable for proper operation of the Association, provided the Association obtains the approval

of the Voting Interest as provided in section 7.14 to secure any mortgage or pledge of all or any of the Association's property.

7.16 In accordance with the Act, the Association may levy reasonable fines against Owners, Tenants, Residents, and Guests for each violation of the Governing Documents. Each such fine may not exceed \$100 per violation. Fines may be levied on the basis of each day of a continuing violation, in an amount up to \$100 per day capped at \$5,000 in the aggregate for a specific, continuing violation. Duly levied fines shall be a Charge against the applicable Lot at which the Owner, Tenant, Resident, or Guest in violation was residing or was invited to visit or service. The Association may suspend, for a reasonable period of time, the right of an Owner or an Owner's Tenant, Resident, or Guest to use Common Areas and an Owner's Voting Interest in accordance with the Act.

7.17 To approve any bulk or non-bulk contract for the provision of communications services as defined in Florida Statute Section 202.11, information services, and/or Internet services, which shall be deemed an operating expense of the Association.

7.18 Notwithstanding any provision to the contrary herein, to exercise all emergency powers provided to the Board by the Act and by Chapter 617 of the Florida Statutes in the event of an "emergency" as defined by those respective statutes.

ARTICLE VIII. MEETINGS OF DIRECTORS.

8.1 Notice to Members. A meeting of the Board occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone or video conferencing, or in any combination thereof) to conduct Association business. All meetings of the Board shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meeting regarding personnel matters; (c) such other meetings permitted to be closed by the Act. Notices of all meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or that is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act. Any Owner may tape record or videotape meetings of the Board and meetings of the Members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the taping of meetings of the Board and of the Association's members.

8.2 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.

8.3 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference telephone call, videoconference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

8.4 Vote Required. The acts approved by a majority of those directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings. After a quorum has been established at a Board meeting, the subsequent withdrawal of any directors, so as to reduce the number of directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the directors present at the meeting before or after such persons leave.

8.5 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 specific date, time and place. No further notice needs to be given to directors or Members.

8.6 Presiding Officer. The president, or in his absence, a vice president, shall be the presiding officer at all meetings of the Board. If neither is present, then the presiding officer shall be selected by majority vote of the directors present; provided, however, that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as chairman.

8.7 Compensation of Directors and Officers. Neither directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement. Assistant officers, if any, may be compensated as approved by the Board.

8.8 Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and shall be available for inspection by Members or their authorized representatives and directors at all reasonable times. Minutes shall be kept for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board Meeting must be recorded in the minutes.

8.9 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 a majority of the directors. Notice of

meetings shall be given to each director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

8.10 Preservation. At the first Board meeting, excluding the organizational meeting, which follows the annual meeting of the Members, the Board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the Community and the Association from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes, and to authorize and direct the appropriate officer to file notice in accordance with Section 720.3032, Florida Statutes (2024).

ARTICLE IX. OFFICERS.

9.1 Officers and Elections. The officers of the Association shall be a president, a vice president, a treasurer and a secretary. The only officer who must be a director is the president. All officers shall be appointed annually by the Board. Any officer may be removed, with or without cause, by vote of a majority of the directors present at any properly noticed Board meeting. Any individual may hold two (2) or more offices as long as the individual qualifies for both offices; except the president and secretary may not be the same person. The Board may, from time to time, appoint such other officers and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. An officer (or the Board in an emergency) may appoint an assistant officer to assist with all duties of the officer's role, if first authorized by the Board. Any assistant officer need not be a director or a Member.

9.2 President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and directors, except as otherwise provided herein, and shall be ex-officio a member of all standing committees. The president 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.

9.3 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 the vice president shall perform such other duties as the Board shall assign.

9.4 Secretary. The secretary shall either attend all Association meetings and take minutes of all proceedings, or provide for someone to attend all meetings and take minutes. The secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board, 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. Any of the foregoing duties may be performed by an assistant secretary, if one has been designated, or the Association's attorney, manager or management company.

9.5 Treasurer. The treasurer shall be responsible for Association funds, the keeping of full and accurate amounts 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. The treasurer shall oversee the disbursement of the funds of the Association, and shall render to the directors, 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 any has been designated, or the Association's accountant, manager or management company.

9.6 Resignation of Officer. Any officer may resign his office at any time, in writing (including e-mail) addressed to any other director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. There is no requirement that a resignation be accepted by the Board to be effective, and a resignation cannot be rescinded after being given, even if not effective until a later date.

ARTICLE X. COMMITTEES.

10.1 Generally. The Board may appoint by resolution or by motion, from time to time, such standing or temporary committees as the Board deems 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. Where required by the Act, committee meetings shall be open to attendance by any Members, and notice of those committee meetings shall be posted in the same manner as required in subsection 8.1 above. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board.

10.2 Architectural Review Committee. The ARC shall be composed of at least three (3) natural persons who must be Members of the Association. The members of the ARC shall serve until they resign or they are removed from the ARC by the Board. The members of the ARC serve at the pleasure of the Board, and members of the ARC may be removed from the ARC at any time by the Board. If approved by the Board, any member of the ARC may be compensated for their services and reimbursed for their expenses related to their services to the Association. A majority of the members of the ARC present in person at any duly called meeting of the ARC shall constitute a quorum of the ARC. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Plot or Living Unit owned by a member of the ARC, then that ARC member shall be disqualified from participation in the proceedings. Any minutes of an ARC meeting shall be kept in a business-like manner as part of the Association's official records.

10.3 Social Activities Committee. The Board may designate from time to time such special social and other committees to organize and manage functions utilizing the Common Area for the benefit of the Owners and the Residents. The Board may impose special fees or charges to those in attendance. These special fees or charges shall be in amounts that the Board deems reasonably necessary and appropriate to cover additional expenses anticipated to be incurred by

the Association in connection therewith. Similarly, such functions may be held for appropriate fund-raising purposes to benefit the Association or any literary, scientific, charitable, or community purpose approved by the Board.

10.4 Standing Committees. The Association shall maintain the following standing Committees, whose members shall all be appointed and removed by the Board in its discretion: Architectural Review Committee, Nominating Committee, Social Activities Committee, Fining and Suspension Committee, Water Management Committee, Irrigation Committee, Landscape and Ground Maintenance Committee, and the Finance and Budget Committee. The Board may create additional standing Committees from time to time. In addition, the Board may adopt charters to regulate the committees, such as setting member qualifications, setting the purpose and duties of a committee, limiting the committee's authority, and specifying procedures for committee meetings.

ARTICLE XI. ASSESSMENTS.

11.1 Regular Assessments and Water Management Assessments. Regular Assessments and Water Management Assessments based on the adopted budgets shall be paid monthly, quarterly, or annually, as determined by the Board. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Lot's next installment due. The Board shall establish and assess the annual budget(s) based upon the total number of assessments indices assigned to property subject to assessment for each budget at the time such budget or budgets are established, as further provided in the Declaration. Adjustments may be made by the Board in the budgets and in the Assessments from time to time to allow for any changes for Common Expenses and other expenses.

11.2 Special Assessments. Special Assessments may be levied by the Board against the owners of Plots for Common Expenses that are not funded by the Regular Assessments or other sources of revenue. Special Assessments are due on the day specified in the resolution or materials approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the Board meeting is provided to each member who is responsible for paying the Special Assessment at least fourteen (14) days before the Board meeting, which notice includes a statement that a Special Assessment will be considered at the Board meeting and the nature of the proposed Special Assessment. Written notice of any Board meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Association's members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the Board meeting, except in the case of an emergency.

11.3 Payment of Assessments. Regular Assessments shall be payable and must be received by the Association on the first (1st) day of each month (if due monthly), quarter (if due quarterly), or year (if due annually). Except as otherwise provided by law, such as a fine, a Charge shall be payable and must be received by the Association within ten (10) days of the date the Association provides an invoice for the Charge to the person who is responsible for paying the Charge. A Special Assessment shall be due on the date specified in the Board's resolution levying the Special Assessment. A Capital Contribution shall be payable and must be received by the Association on the date of title transfer, as further provided in the Declaration.

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

12.1 Depository. The depository of the Association in which the funds of the Association shall be deposited shall be financial institutions that: (i) are authorized to do business in Florida or that have offices in Florida where withdrawals can be completed and where the accounts may be reviewed, administered, and closed or liquidated; and (ii) are FDIC insured or carry equivalent insurance backed by the full faith and credit of the United States of America. Deposits shall be limited to the limits of FDIC or federal insurance at any institution. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors or by electronic transfer protocols approved by the Board. The Board may invest the Association's funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. government securities, and other, similar investment vehicles, provided they are federally insured or backed by the full faith and credit of the United States.

12.2 Budgets. The treasurer shall prepare, and the Board shall adopt at a duly noticed Board meeting, an estimated annual budget or budgets, a Regular Budget and a Water Management Budget (or incorporate water management as subcategory of the Regular Budget). The Regular Budget shall be an estimate of the Association's revenues and expenses for the coming fiscal year. The Water Management Budget (or subcategory of the Regular Budget) shall be an estimate of the Association's revenues and expense for the operation and maintenance of the SWMS. Once adopted, the Association shall provide the Association's members with a copy of the Regular Budget and the Water Management Budget or a written notice that copies of these budgets are available upon request at no charge. The proposed annual budgets shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately. If at any time an annual budget shall prove insufficient, it may be amended by the Board for the remaining portion of the fiscal year, provided that, once the amended annual budget is adopted by the Board, the Association shall provide the Association's members with a copy of the amended annual budget or a written notice that a copy of the amended annual budget is available upon request at no charge.

12.3 Reserves. The Board may establish voluntary reserve accounts funded from Regular Assessments in reasonable amounts and in categories as are determined by the Board, in the Board's sole discretion, for deferred maintenance and repair, including, without limitation,

maintenance of all Common Areas, emergency repairs as a result of casualty loss, recurring periodic maintenance, or the initial cost of any new service to be performed by the Association. These voluntary reserve accounts may be used by the Board on a temporary basis for cash flow management of the Association, even though expended on items other than those for which the reserve account was established. The amount borrowed from a voluntary reserve account shall be repaid from revenues subsequently received, it being the intent that the Board may borrow from a voluntary reserve account without diminishing the obligation to levy and collect Assessments that will, upon collection, permit the restoration of the voluntary reserve account. The Association may create “statutory” reserve accounts in accordance with Section 720.303(6)(d) of the Florida Statutes (2024) upon the affirmative approval of a majority of the entire Voting Interest.

12.4 Contingency Funds. In addition to the reserves provided in subsection 12.3 above, the Board may establish one or more “contingency funds” for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

12.5 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding for each person (whether or not a director) who controls or disburses Association funds, and the president, secretary, and treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding of directors and officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this Section, naming the Association as an insured under said policy. The Association may opt out of this requirement as provided by the Act.

12.6 Financial Reporting. Not later than May 1st of each year, the Board shall cause to be prepared a financial report as prescribed in Section 720.303 of the Act, unless waived as provided by law. 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. The financial and accounting records of the Association shall be kept in conformity to generally accepted accounting principles or other good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include all documents required by Section 720.303(4)(a)10 of the Act and any other financial or accounting records that are required by the Act.

12.7 Fiscal Year. The Association’s fiscal year shall begin on January 1st and shall continue through December 31st. The Board 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.

12.8 Application of Payments; Commingling of Funds. All payments made to the Association on account shall be applied as specified in the Act. All monies collected by the Association may be commingled for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board.

12.9 Debit Cards. The Association and its officers, directors, employees, and agents may not use a debit card that is issued in the name of the Association or that is billed directly to the Association for the payment of any Association expense.

12.10 Procurement and Purchasing Policy; Vendor Selection. The Board, as part of the Rules, may adopt policies specifying the level of approval required for expenditures over a certain amount, specifying which officers and directors must oversee and approve payments to the Association's vendors and creditors, and further specifying processes for bidding and selecting Association vendors. Any such Rule shall provide for the following and may provide more stringent requirements and requirements that do not conflict with these Bylaws. In the absence of any such Rule, these Bylaws shall require the following:

12.10.1 Purchasing Controls. All Association expenditures in excess of five hundred U.S. Dollars (\$500.00) must be approved by the Board, and the Association shall obtain at least three (3) competitive bids, in accordance with Section 720.3055 of the Act, if the cost will exceed ten percent (10) of the Regular Budget and the Water Management Budget combined.

12.10.2 Payment Controls. All payments must be reviewed by the treasurer and by a director who is not the treasurer to ensure that: (1) the payments are properly approved by the Board; (2) the amount of the expenditure matches the approved quote or contract; and (3) the correct general ledger account is charged. Any payment in excess of five thousand U.S. Dollars (\$5,000.00) must, in addition, be approved by the Association's president.

ARTICLE XIII. OFFICIAL SEAL. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the Association where a seal may be required. A common seal may be used in lieu of a raised corporate seal, and, in no event, shall a seal be required to validate corporate actions unless specifically required by law.

ARTICLE XIV. BOOKS AND RECORDS. The Association's official records shall be made available to the Association's members at all reasonable times for copying and inspection in accordance with the Act. The Board may adopt Rules regarding the frequency, time, location, notice, records to be inspected, and the manner of inspections.

ARTICLE XV. AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

15.1 Proposal. Amendments of these Bylaws may be proposed at any time by the Board or by written petition of the Members that is signed by at least fifty percent (50%) of the entire Voting Interests that includes the text of the proposed amendment in form and substance required by the Act and not in violation of the Act or the Governing Documents. Any amendments so proposed must be submitted to a vote of the Owners not later than the next annual meeting.

15.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be subsequently amended at any time if a duly proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business and provided that the text of each proposed amendment has been provided to the Members with notice of the meeting of the Members. However, no amendment shall be effective to change the share of liability for Assessments or ownership of the common surplus of the Association or the voting rights, appurtenant to any Lot, unless all Owners and all record owners of liens on Lots join in the execution of the amendment.

15.3 Scrivener's Errors. Amendments for correction of scrivener's errors or other non-material changes may be made by the Board alone without the need or consent of the Membership.

15.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that certifies that the amendment was duly adopted as an amendment to these Bylaws, which certificate shall identify the Book and Page or Instrument Number of the Public Records of Lee County where the Declaration is recorded, and shall be executed by the president or vice president of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida. Within thirty (30) days after recording an amendment to these Bylaws, the Association shall provide copies of the amendment to the Members or notice that it may be sent to any Member who requests same.

ARTICLE XVI. RULES AND REGULATIONS; USE RESTRICTIONS. The Board may, from time to time, promulgate and impose reasonable Rules and thereafter modify, alter, amend, rescind, and augment any of the same with respect to the use and operation of the Lots, Common Areas, and Association Property, and the operation and administration of the Association. The Rules so promulgated shall in all respects be consistent with the use covenants set forth in the Declaration. Further, the Rules shall not be arbitrary or capricious. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance and/or appearance of Lots may be adopted, amended, or revoked must be mailed, delivered or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Lots must include a statement that changes to the Rules and Regulations regarding the use of Lots will be considered at the meeting.

ARTICLE XVII. INDEMNIFICATION.

17.1 Indemnity. The Association shall indemnify any officer, director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason the fact that he is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Association's members, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors or committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board approves such settlement as being in the best interest of the Association.

17.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article XVII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

17.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article XVII.

17.4 Miscellaneous. The indemnification provided by this Article XVII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

17.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, or a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article XVII.

ARTICLE XVIII. MISCELLANEOUS.

18.1 Headings, Captions, & Gender. The captions and headings used throughout the Governing Documents are strictly for the convenience of the reader and shall not be used or referenced to interpret any provisions of these Bylaws. The use of the singular number shall include the plural, and the plural the singular. The use of any gender shall include all genders.

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

18.3 Conflict. In the event that any inconsistencies exist among the provisions herein and the other Governing Documents or in the event of a conflict in the interpretation of the Governing Documents any such inconsistency or conflict shall be resolved in favor of the higher priority Governing Document. The Governing Documents are ranked from highest priority to lowest priority as follows: Declaration (highest), Articles, Bylaws, Rules, and Architectural Review Criteria (lowest).

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