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**AMENDED AND RESTATED
BYLAWS
OF
PUNTA GORDA ISLES, SECTION 22
HOMEOWNERS ASSOCIATION, INC.**

1. GENERAL These are the Bylaws of Punta Gorda Isles, Section 22 Homeowners Association, Inc., (hereinafter the "Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 Principal Office . The principal office of this corporation shall be located at 5000 Burnt Store Road, Punta Gorda, 33955-1886, or at such other place as may be established by resolution of the Board of Directors.

1.2 Definitions . All terms defined in the Declaration Restrictions for Punta Gorda Isles, Section 22 (the "Declaration"), shall be used with the same meanings as defined therein and as further provided herein as follows:

1.2.1 "Association" means Punta Gorda Isles, Section 22 Homeowners Association, Inc.

1.2.2 "Assessment" or "Assessments" means a share of the funds required for the payment of the expenses of the Association which from time to time is assessed against the members annual assessments and special assessments as authorized by these Bylaws.

1.2.3 "Board" means the Board of Directors of Punta Gorda Isles, Section 22 Homeowners Association, Inc.

1.2.4 "Common Area" means and refers to all property whether real or personal which is intended to be owned and operated by the Association. The term "common area" shall include, but not be limited to, the water management system, private sewer and water utilities, if any, recreational parcel or tracts, and the private streets and roads as may be depicted as common area on the subdivision plat.

1.2.5 "Community" means all real property comprising Punta Gorda Isles, Section 22, and the improvements thereon, which is subject to the Declaration and further described in the Subdivision Plat recorded in Plat Book 28, Page 118 et seq., in the Public Records of Lee County, Florida.

1.2.6 "County" or "the County" means Lee County, Florida.

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1.2.7 "**Declaration**" means and collectively refers to the Declaration of Restrictions, Section 22 – Multi-Family, recorded in Official Records Book 1233, Page 975 et seq., the Declaration of Restrictions, Portions of Punta Gorda Isles Section 22, Including Tract C and Other Adjacent Lands – Multi-Family, Recorded in Official Records Book 1432, Page 249 et seq., and the Declaration of Restrictions recorded in Official Records Book 1665, Page 4512 et seq., including any subsequent amendments thereto, all as recorded in the Official Records of Lee County, Florida.

1.2.8 "**Governing Documents**" means the Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

1.2.9 "**Institutional Mortgagee**" means the holder of a mortgage against a Plot or Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any other institutional lender providing financing of acquisition, development or construction, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Plot or Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Lot or Unit.

1.2.10 "**Living Unit**" or "**Unit**" means any residential structure, including a dwelling located within the Community and intended for occupancy by one family or household. If a Living Unit is a free-standing detached single family home located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.2.11 "**Lot**" means one or more of the platted portions of land into which the Community has been subdivided, upon each of which a single Living Unit has been or is intended to be constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon."

1.2.12 "**Member**" means any or all of those persons who are entitled to membership in the Association, as provided in the Governing Documents.

1.2.13 "**Owner**" means the record owner of legal title to any Lot or Unit within Punta Gorda Isles, Section 22.

1.2.14 “Rules and Regulations” means the administrative regulations governing use of the Common Areas and procedures for administering the Association, as adopted, and amended from time to time by resolution of the Board of Directors.

1.2.15 “SFWMD” means South Florida Water Management District.

1.2.16 “Service Assessment” means a charge against one or more Lots or Units for any service, material or combination thereof which may be provided by the Association for the use and benefit of the owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Association on behalf of the owners accepting or receiving such material or service shall be a service assessment against the Lots or Units so benefitted. An owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.2.14 “Structure” means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof.” The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.2.15 “Voting Interests” means the arrangement established in Section 2 of these Bylaws.

1.3 Seal. The seal of the Association, if any, shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “corporation 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 corporation where a seal may be required.

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Article 4 of the Declaration.

2.1 Membership Every fee simple owner of a unit or parcel of land in Section 22, including Tract C.

2.2 Voting Rights . Each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the members are entitled to vote. If a Lot or Living Unit is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record owners. If two or more owners do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted on that issue. If a Lot or Living Unit is owned by a corporation, partnership,

trust or other entity, an officer, employee, or agent shall be designated as the voting member for that Lot or Living Unit.

2.3 Transfer of Membership. No member may transfer his Association membership, except as an appurtenance to his Lot or Living Unit. The Association shall be entitled to charge an administrative transfer fee equal to \$100.00 for each transfer. When a member ceases to be an owner, his membership shall cease. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

2.4 Rights and Privileges of Members.

(A) Every member in good standing shall have the right to:

- (1) Have cast his vote cast at the meetings of the members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend membership meetings.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas, subject to the rules of the Association and the right of the Association to charge admission and other fees for the use of any facilities in the Common Areas of Punta Gorda Isles, Section 22.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Association, and his membership is not suspended.

2.5 Suspension of Membership. The Board may suspend a member's membership in the Association:

- (A) For the period of time during which an assessment against the member remains unpaid more than thirty (30) days after the date it was due and payable; or
- (B) For a reasonable period during or after any infraction of the Association's rules and regulations by a member or by any person to whom he has expressly or impliedly delegated his use privileges; or

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(C) For misuse, abuse, or intentional destruction of Association property, real or personal.

Membership shall not be suspended until the member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any member's membership temporarily revokes the member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in a convenient location during the month of January of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors (after such time as the members become entitled to do so) and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by members entitled to cast at least ten percent (10%) of the members. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence in person or by proxy of at least twenty percent (20%) of the total voting interests.

3.4 Vote Required to Transact Business. The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand-delivered to the address last provided to the Association by the members. The notices must be mailed or delivered by the Association not less than fourteen (14) days prior to the date of the meeting. Notice may also be furnished by electronic transmission to any member who has consented to receive notice by electronic transmission. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association.

3.6 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes (2011) as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

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

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.8 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration of Covenants, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.10 Action by Members without a Meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day.

Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

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 of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

- (A) Manage and control the affairs of the Association.
- (B) Appoint and remove at its 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.
- (C) Establish, levy assess, and collect any assessment or charge provided for in the Governing Documents.
- (D) Designate one or more financial institution(s) as depository for Association funds, and the officer(s) authorized to make withdrawals therefrom.
- (E) With the prior consent of at least a majority of the voting interests, borrow money for Association purposes, and assign, pledge, mortgage or encumber any or Association Common Areas or future revenues of the Association as security therefor;
- (F) Adopt, amend or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Association and its Members. The Board may also establish and levy fees for the use of Common Areas or Association property;
- (G) Cause the Association to employ sufficient personnel to adequately perform the responsibilities of the Association. The Board is specifically authorized to employ an Association manager to assist in the management of the Association;
- (H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;
- (I) Make improvements to the Common Areas.

(J) Establish committees of the Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant relating to the orderly transfer of property from said person to the Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the governing documents and necessary for the proper functioning of the Association, including but not limited to:

(1) Acquisition, operation and maintenance of a community irrigation and drainage system to the extent that Association has undertaken the obligation to do so. An affirmative vote of a majority of the members present, in person or by proxy, at a duly noticed meeting of the Association shall be required to approve the acquisition.

(2) Maintenance, installation, repair and replacement of roads and adjacent landscaping on those roads acquired by the Association or for which the Association is otherwise responsible. The Association shall also be responsible for speed and parking control and enforcement on such roads. Nothing herein shall prevent to the Association from seeking contribution from commercial users of such road. Moreover, the Association may enter agreements with a taxing body or appropriate county for the maintenance of roads within the Community.

(3) Maintenance, installation, repair and replacement of landscaping in all areas for which the Association is responsible.

(4) Maintenance, installation, repair and replacement of street lights and lighting.

(5) Maintenance, installation, repair and replacement of all walls and fences owned by the Association, or for which the Association is otherwise responsible.

(6) To provide for controlled access to the Community. Including the ownership, operation and maintenance of gate/guard houses at the main entrance of Islamorada and Burnt Store Road and at Vincent and Matecumbe Key Road, including the gates and mechanisms located at such location and those gate gates and mechanisms located at Cape Cole Boulevard and Vincent Road. In connection therewith, the Board may promulgate and enforce Post Orders or Rules of Operation and Conduct for gate/guard house personnel.

(7) In addition to the manned gate/guardhouses, walls and fences, the Association may employ electronic or mechanical devices to provide for controlled access by residents, visitors, and commercial interests, including but not limited to, bar codes, TV recording, license tag recordings, and other such devices. Nothing herein is intended to prevent reasonable access by

customers of commercial interests from access to the Association's private streets.

(8) From time to time, as the Board in its discretion deems advisable, the Association may institute roving patrols of the community. In connection therewith, the Association may acquire by lease or purchase a vehicle to perform the rover activity. This is not intended to provide security or police services and Residents must report a suspicious or criminal activity to the Lee County Sheriff's Office.

(9) Publication and distribution of a newspaper or newsletter containing Board of Director and/or committee reports, and articles from Board members and residents relating to matter of interest to the Community. The Association may also operate a community web page and arrange for a community cable TV channel.

(M) Establish necessary policies to enforce restrictions in our governing documents.

4.2 Number; Qualifications. The affairs of Association shall be managed by a Board consisting of not less than five (5) or more than seven (7) directors. A person who is more than ninety (90) days delinquent in the payment of any fee, fine or other monetary obligation to the Association is not eligible for Board membership, nor is any person who has been convicted of any felony unless the person's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board.

4.3 Term of Office. The election of Directors shall take place at the Annual Members Meeting. Directors shall serve until the next annual meeting at which their successors shall be elected. Directors will have staggered two year terms with three being elected in even years and four in odd years.

4.4 Nominations and Elections. The Members are entitled to vote in the election of the Directors.

(A) Candidates. The Board shall adopt and utilize procedures whereby 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 forty-five (45) 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. Candidates may also be nominated in any other way permitted by law.

(B) 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. 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. The ballots and all other election and voting materials shall be distributed by the Association with the notice of the annual meeting described in Section 3.5 above.

(C) Balloting. Elections shall be by written ballot. The candidate who receives a plurality of the votes cast shall be elected. Each member may cast as many votes as there are Directors to be elected, but not more than one vote for any candidate. Each member may also cast one vote for each Director to be elected, it being the intent hereof that cumulative voting is prohibited. Election ballots shall be cast by the Members directly with the Association, which shall count the ballots at an Association Annual Meeting which is properly noticed and open to all members. Any ballots received after the first vote is counted at the Association Annual Meeting shall be invalid.

(D) Vote Counting. On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.5 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, even if less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special meeting.

4.6 Removal. Any Director may be removed from the Board with or without cause by vote of a majority of the voting interests. Directors may also be removed as provided in Section 4.8 below.

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

4.8 Regular Meetings. Regular meetings of the Board shall be held at such time and place in Lee County, Florida, or within forty-five (45) miles of the Community, as shall be determined

from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor. Participation may be by speaker phone conference call.

4.9 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.10 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.11 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Association Common Areas at least forty-eight (48) hours in advance of a 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 such assessments. Any owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.12 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 Vote Required. Except as otherwise required by law or the governing documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.14 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.15 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. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 The Presiding Officer. The President of the Association, or in the President's 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 those present.

4.17 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Association. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

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

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

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

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

(E) Any officer, Director or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall

incur no liability for doing so, except in the case of willful misconduct.

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

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.19 Committee Meetings. The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Governing Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the members, to which the Board has delegated its decision-making powers. The meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association, must be conducted with the same formalities as required for meetings of the Board.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. The officers may delegate their duties

and responsibilities.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He 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. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors, and prepare the budget for the Association. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account 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.

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

6.1 Depository. The Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may 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. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other

similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

6.2 Budget. The Board of Directors shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

6.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

6.4 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Association handling or responsible for Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

6.5 Accounts and Accounting Procedures. The financial and accounting records of the Association, must be kept according to 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:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Association.
- (D) Any other records that identify, measure, record or communicate financial information.

6.6 Financial Reporting. The Association shall prepare financial reports as required by the Florida Statutes. The Board of Directors may elect to provide additional financial reporting, including but not limited to certified audits.

6.7 Application of Payments and Commingling of Funds. 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 of Directors. The books and records of the Association shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

6.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January each 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.

6.9 Payment of Assessments. Annual assessments based on the adopted budgets shall be payable annually (due on January 1 of each year or such other date as the Board of Directors may determine). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

6.10 Special Assessments. Assessments for Association expenses that cannot be paid from the annual assessments for Association expenses shall be due and shall be paid in such manner as the Board may require in the notice of assessment. Any special assessment related to a capital expenditure that is in excess of 50% of the current annual budget shall only be made after the approval of two-thirds (2/3) of the members present, in person or by proxy, at a duly called meeting.

6.11 Assessment Limit. If a Board adopts in any fiscal year an annual budget that requires assessments against Members which exceed 115% of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10% of the voting members. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall deliver to each Member, or mail to each Member at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or such other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Members may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of voting Members present in person or by proxy. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

6.12 Proof of Payment. Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Association shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.

6.13 Failure to Pay Assessments. In addition to all other remedies provided herein or by law, the Association may suspend the common area use rights and the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than 90 days delinquent for so long as the member remains delinquent. Furthermore, notwithstanding any other remedy available to the Association under this Declaration, the Bylaws or applicable law, the Association shall have the following options when payment of assessments or charges are in default (more than ten days in arrears), the Association may, without order of the court, direct rental income (by written notice to the tenant with copy to the owner) from Lots or Living Units in default to be paid directly to the Association until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

6.14 Mortgage Foreclosure. Notwithstanding anything to the contrary herein, if any first mortgagee or other person, persons, or entity obtains title to a Lot, Living Unit, Tract or Parcel as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of assessments pertaining to such Lot, Living Unit, Tract or Parcel or chargeable to the former record owner of legal title, which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2011), as amended from time to time. No owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

7. RULES AND REGULATIONS; USE AND RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend reasonable rules and regulations governing the operation, use, maintenance, management and control of the Common Areas and Association property, and the enforcement of deed restrictions and the operation of the Association. Copies of such rules and regulations shall be furnished to each owner. The Board shall have the right to proceed at law or in equity to compel compliance with the requirements of the restriction and covenants and to prevent the violation or breach of any such requirement or covenant. Additionally the board shall have the power to impose fines and suspensions of common area use privileges, as further provided below, for violations of the rules, regulations, covenants and restrictions.

7.1 Fines and Suspensions. The Board of Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy fines against units whose owners commit violations of the Homeowners Association Act, the provisions of the Governing Documents, or the rules and regulations of the Association, or who condone such violations by their family members, guests, lessees and/or agents. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed \$5,000.00 or the maximum amount allowed by law, and any fine of \$1,000.00 or more may be secured by a lien. Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Florida Statutes, as amended from time to time. Unless otherwise provided by law, the procedure for imposing fines and/or suspensions shall be as follows:

(A) Notice: The party against whom the fine/suspension is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules which 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 the length of the proposed suspension.

(B) Hearing: At the hearing the party 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) unit owners appointed by the Board, none of whom may then be serving as Directors. If the panel, by majority vote does not agree with the fine, it may not be levied.

(C) Attorneys Fees: In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

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

8.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by at least twenty-five percent (25%) of the voting interests of the Association. Once so proposed, the

amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

8.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

8.3 Certificate: Recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate 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 the County. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

9. MISCELLANEOUS.

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

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

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

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This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS OF
PUNTA GORDA ISLES, SECTION 22
HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, being duly elected and acting President of **PUNTA GORDA ISLES, SECTION 22 HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, do hereby certify that the resolution set forth below was approved, evidenced by a written statement or ballot, manifesting their intention that such amendment be adopted. The resolution was approved and adopted by the votes indicated for the purpose of Amending and Restating the Bylaws of Punta Gorda Isles, Section 22 Homeowners Association, Inc., as originally recorded in Official Records Book 3712, Pages 3063 *et seq.*, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

1. The following resolutions were approved by at least two-thirds (2/3rds) of the voting interests present, in person or by proxy, at the annual meeting of the Association:

RESOLVED: That the Bylaws of Punta Gorda Isles, Section 22 Homeowners Association, Inc. be and are hereby amended, and the Amended and Restated Bylaws of Punta Gorda Isles, Section 22 Homeowners Association, Inc. are adopted in the form attached hereto as Exhibit "A".

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of Public Record, together with a Certificate of Amendment.

Dated this 26 day of January, 2012.

WITNESS #1:

Katherine F. Glowicki
KATHERINE F. GLOWICKI
Printed Name of Witness

**PUNTA GORDA ISLES, SECTION 22
HOMEOWNERS ASSOCIATION, INC.**

By: Kathy L. Berree
Printed Name: Kathy L. Berree
Title: President

Scanned

WITNESS #2:

Emily J. Hawley
EMILY J. HAWLEY
Printed Name of Witness

Prepared By: Clayson
Date: 1/23/11

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 26th day of January, 2012,
by Kathy L. Derrice, as President of PUNTA GORDA ISLES, SECTION 22
HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the
corporation. He/She is personally known to me or has produced _____,
as identification and did not take an oath.

(SEAL)

Kathleen Lund
Notary Public
Kathleen Lund
Printed Name of Notary

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SCANNED

INSTR # 2012000020647, Doc Type RES, Pages 21, Recorded 01/31/2012 at 10:41 AM,
Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$180.00 Deputy
Clerk ERECORD

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS OF
PUNTA GORDA ISLES, SECTION 22
HOMEOWNERS ASSOCIATION, INC.**

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1. The following resolutions were approved by at least at least two-thirds (2/3rds) of the voting interests present, in person or by proxy, at the annual meeting of the Association:

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Dated this 26 day of January, 2012.

WITNESS #1:

Katherine F. Glowicki
KATHERINE F. GLOWICKI
Printed Name of Witness

PUNTA GORDA ISLES, SECTION 22
HOMEOWNERS ASSOCIATION, INC.

By: Kathy L. Berree

Printed Name: Kathy L. Berree
Title: President

