

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.**

1. NAME	1
2. PURPOSE	1
3. DEFINITIONS	1
4. POWERS	1
4.1 General	1
4.2 Enumeration	1
4.3 Condominium Property	2
4.4 Distribution of Income	2
4.5 Limitation	3
5. MEMBERS	3
5.1 Assignment	3
5.2 Voting	3
5.3 Meetings	3
6. TERM OF EXISTENCE	3
7. OFFICERS	3
8. DIRECTORS	3
8.1 Number and Qualification	3
8.2 Duties and Powers	3
8.3 Election; Removal	4
9. BYLAWS	4
10. AMENDMENTS	4
10.1 Proposal of Amendments	4
10.2 Proposed Amendment Format	4
10.3 Notice	4
10.4 Adoption of Amendments	4
10.5 Effective Date	4
10.6 Automatic Amendment	4
10.7 Proviso	5
11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT	5

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.

These are the Second Amended and Restated Articles of Incorporation for the Myerlee Circle Condominium Association, Inc. originally filed with the Florida Department of State the 7th day of December 1979, under Charter Number 750098. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2010).

- 1. NAME.** The name of the corporation is MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."
- 2. PURPOSE.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain Condominium located in Lee County, Florida, and known as Myerlee Circle Condominium (the "Condominium").
- 3. DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration and the Act, unless herein provided to the contrary, or unless the context otherwise requires.
- 4. POWERS.** The powers of the Association shall include the following:
 - 4.1 General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or of the Act.
 - 4.2 Enumeration.** The Association shall have all the powers and duties set forth in the Act except as limited by the Declaration, these Articles, and the Bylaws (all as amended from time to time), and all of the powers and duties reasonably necessary to operate the Condominium including but not limited to the following:
 - 4.2.1** To make and collect Assessments and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

Exhibit "B" to the Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Articles of Incorporation)

Page 1 of 5

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, Committee Members, and Members as Unit Owners.

4.2.5 To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Condominium Property and for the recreation, comfort, and welfare of the Unit Owners, and the administration of the Association.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declaration.

4.2.7 To enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.8 To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominium.

4.2.10 To make contracts and 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, or income, including but not limited to Assessments.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Act, the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act.

Exhibit "B" to the Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Articles of Incorporation)

Page 2 of 5

LAW OFFICES
BECKER & POLIAKOFF, P.A.

12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, the Bylaws and the Act.

5. MEMBERS. The Members of the Association shall consist of all of the record Owners of Units in the Condominium, and after termination of the Condominium shall consist of those who were Members at the time of the termination and their successors and assigns.

5.1 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension.

5.3 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by the Board of Directors, subject only to approval by Members when such approval is specifically required.

Exhibit "B" to the Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Articles of Incorporation)

Page 3 of 5

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined~~ through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

10.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium. Whenever Chapter 718, Florida Statutes (2010) Chapter 617, Florida Statutes (2010) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Members, may adopt by majority vote, amendments to these Articles of

Exhibit "B" to the Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Articles of Incorporation)

Page 4 of 5

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2010), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

ACTIVE: 3078389_7

Exhibit "B" to the Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Articles of Incorporation)

Page 5 of 5

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

SECOND AMENDED AND RESTATED
BYLAWS
OF
MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY.	1
1.1 Office.	1
1.2 Fiscal Year.	1
1.3 Seal.	1
1.4 Definitions.	1
2. MEMBERS' MEETINGS.	1
2.1 Annual Meetings.	1
2.2 Special Meetings.	1
2.3 Notice of Members' Meetings.	2
2.4 Board of Directors Election Meetings - Notice and Procedure.	2
2.5 Quorum/Voting.	3
2.6 Indivisible Vote.	3
2.7 Voting/Proxies.	4
2.8 No Quorum.	4
2.9 Order of Business.	4
2.10 Action Without a Meeting.	5
3. BOARD OF DIRECTORS.	5
3.1 Number, Term, and Qualifications.	5
3.2 Board Vacancies.	6
3.3 Organizational Meeting.	6
3.4 Regular Meetings.	6
3.5 Special Meetings.	6
3.6 Waiver of Notice.	7
3.7 Notice to Owners of Board Meetings.	7
3.8 Owner Participation in Board Meetings.	7
3.9 Board Meetings, Quorum, and Voting.	7
3.10 Presiding Officer.	8
3.11 Director Compensation.	8
4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.	8
4.1 To Assess.	8
4.2 To Expend Association Funds.	8
4.3 To Maintain The Condominium Property.	8
4.4 To Adopt Regulations.	8
4.5 To Reconstruct After Casualty.	8
4.6 To Approve Transfers.	8
4.7 To Enforce.	9
4.8 To Contract.	9

4.9	To Insure.	9
4.10	To Pay Utility Bills.	9
4.11	To Hire and Discharge.	9
4.12	To Sue and Be Sued.	9
4.13	To Deal in Real and Personal Property.	9
4.14	To Enter Into Contracts for Products and Services.	9
4.15	To Levy Fines.	10
4.16	To Appoint Committees.	11
4.17	To Ensure Fire Safety Compliance.	11
4.18	To Approve the Installation of Hurricane Shutters.	11
4.20	To Enter Into Contracts and Borrow Money.	13
5.	OFFICERS.	13
5.1	Executive Officers.	13
5.2	President — Powers and Duties.	13
5.3	Vice-President — Powers and Duties.	13
5.4	Secretary — Powers and Duties.	13
5.5	Treasurer — Powers and Duties.	13
5.6	Officers' Compensation.	14
6.	INDEMNIFICATION.	14
6.1	Indemnity.	14
6.2	Defense.	14
6.3	Advances.	14
6.4	Miscellaneous.	14
6.5	Insurance.	15
7.	MINUTES AND INSPECTION OF RECORDS.	15
8.	FISCAL MANAGEMENT.	15
8.1	Budget.	15
8.2	Mailing and Posting.	16
8.3	Assessments.	16
8.4	Special Assessments.	16
8.5	Assessment Roll.	17
8.6	Liability for Assessments and Charges.	17
8.7	Liens for Assessments.	17
8.8	Lien for Charges.	17
8.9	Collection — Interest; Administrative Late Fee; Application of Payments.	17
8.10	Collection — Suit.	18
8.11	Association Depository.	18
8.12	Commingling of Funds.	18
8.13	Financial Reports.	18
8.14	Fidelity Bonding.	19
9.	PARLIAMENTARY RULES.	19
10.	BYLAW AMENDMENTS.	19
10.1	Proposal of Amendments.	19
10.2	Proposed Amendment Format.	19
10.3	Notice.	19

10.4	Adoption of Amendments.	19
10.5	Effective Date.	20
10.6	Automatic Amendment.	20
10.7	Proviso.	20
11.	DISPUTE RESOLUTION.	20
11.1	Mandatory Arbitration.	20
11.2	Member Inquiries.	20
11.3	Other Remedies.	21
12.	MISCELLANEOUS.	21
12.1	Conflicts.	21
12.2	Gender.	21
12.3	Severability.	21

**SECOND AMENDED AND RESTATED
BYLAWS
OF
MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.**

1. IDENTITY. These are the Second Amended and Restated Bylaws (hereinafter "Bylaws") of Myerlee Circle Condominium Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Myerlee Circle Condominium (hereinafter "the Condominium") which is located within Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Condominium. (The corporation may hereafter be referred to as the "Association.")

1.1 Office. The office of the Association shall be at such location within Lee County, Florida, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. 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.

1.4 Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, 2010), all as amended from time to time.

2. MEMBERS' MEETINGS.

2.1 Annual Meetings. Annual Members' meetings shall be held at such convenient location in Lee County as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members.

2.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the Voting Interests of the Association. Members' meetings to recall a Member or Members of the Board of

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 1 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

Directors may be called by 10% of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2010), as amended from time to time.

2.3 Notice of Members' Meetings. Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Member by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(2), Florida Statutes (2010), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least 14 days in advance of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 2 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

2.4.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.

2.4.4 The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

2.5 Quorum/Voting. A quorum at Members' meetings shall consist of persons entitled to cast a majority of the Voting Interests of the entire membership. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall be excluded from any calculation for purposes of determining whether a quorum is present during the period of suspension. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may by Chapter 718, Florida Statutes (2010) or the Condominium Documents require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes (2010), or the Condominium Documents shall govern. To the extent lawful, Members may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Member duly approved the action of the meeting in question.

2.5.1 Units Owned by Association. No Voting Interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise, as provided in Section 718.112(2)(b)2., Florida Statutes (2010), as amended from time to time.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is owned in trust, any trustee of a trust shall be entitled to vote. If a Unit is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium Documents and/or Florida Law.

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 3 of 21

2.7 Voting/Proxies. Votes may be cast in person or by proxy. Members and proxyholders may participate in Association meetings via telephone conference, if permitted by the Association. Absent a resolution of the Board to the contrary, the President of the Association shall have the authority to determine whether Members or holders of proxies should be allowed to participate in any particular meeting of the Membership by telephonic conference. In order for a proxyholder to participate telephonically in an Association meeting, a copy of the proxy must be provided to the Association, at the meeting location, prior to the start of the meeting. Only Members or the spouse of a Member may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxyholder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes (2010) requires or permits a vote of the Members. To the extent permissible by law, it is the intent of these Bylaws that Members who are given the opportunity to vote by limited proxy, but decline to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and 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 Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8 No Quorum. If any meeting of Members cannot be organized because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present or enough votes can be cast to decide a question.

2.9 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

2.9.1 Call to order by the President;

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 4 of 21

LAW OFFICES

BECKER & POLIAKOFF, P.A.

12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966

TELEPHONE (239) 433-7707

2.9.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

2.9.3 Appointment by the Chair of inspectors of election;

2.9.4 Election of Directors;

2.9.5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.9.6 Proof of notice of the meeting or waiver of notice;

2.9.7 Disposal of unapproved minutes;

2.9.8 Reports of Officers;

2.9.9 Reports of Committees;

2.9.10 Unfinished business;

2.9.11 New business;

2.9.12 Adjournment.

2.10 **Action 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 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.

3. BOARD OF DIRECTORS.

3.1 **Number, Term, and Qualifications.** The affairs of the Association shall be governed by a Board composed of seven (7) Directors. All Directors shall be Members or the spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on the Board, except as permitted by the Act. When a Unit is owned by a corporation, a partnership, limited liability company, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. Trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be considered eligible for Board membership. Persons who have been convicted of any felony in this State or in a United States District or Territorial Court, or who has been convicted of any

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 5 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

offense in another jurisdiction that would be considered a felony if committed in this State, are not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least 5 years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to Chapter 718, Florida Statutes, or who is more than 90 days delinquent in the payment of any fee, fine, or special or regular assessment is not eligible for Board membership. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2 Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for the Board to take up an item of business at a regular or special meeting of the Board. Such meeting must be held within 60 days of receipt of the petition. The Board is not required to take any particular action as a result of such petitions.

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 6 of 21

LAW OFFICES

BECKER & POLIAKOFF, P.A.

12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7 Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Members, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment or Special Assessment is to be considered shall specifically state that Assessments will be considered and the nature, estimated cost, and description of the purpose for such Assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, or where the Board will establish the deductible feature of the Association's insurance policies, shall be mailed or delivered (including electronic delivery as provided by law) to the Members and posted conspicuously as provided in Section 2.3 of these Bylaws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice, where required by law, and shall be filed among the official records of the Association.

3.8 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Member attendance.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board Members, and where required due to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each Member present shall be recorded in the minutes. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 7 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

quorum is present and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding Officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, when said powers and duties 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 shall not be limited to, the power:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3 To Maintain The Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 8 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

4.7 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

4.8 To Contract. The Directors may contract for management, maintenance, and operation of the Condominium.

4.9 To Insure. The Directors shall carry insurance for the protection of the Members and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes (2010), both as amended from time to time.

4.10 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

4.11 To Hire and Discharge. The Directors may employ personnel and designate other Officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may 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.

4.13 To Deal in Real and Personal Property. The Directors may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.14 To Enter Into Contracts for Products and Services. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 9 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

4.15 To Levy Fines. The Directors may, pursuant to Section 718.303, Florida Statutes (2010), impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Members, their Families, Occupants, Tenants, and Invitees.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.15.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by United States Mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

4.15.3 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Members shall be jointly and severally

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 10 of 21

LAW OFFICES

BECKER & POLIAKOFF, P.A.

12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966

TELEPHONE (239) 433-7707

liable for the payment of fines levied against Tenants, Guests, Invitees, or other Occupants of a Unit.

4.16 To Appoint Committees. The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee Members shall serve at the pleasure of the Board. Committees of the Association as defined in Section 718.103(7), Florida Statutes (2010), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

4.18 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Member's agreement to execute appropriate documentation regarding same.

4.19 To Exercise Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2010), Section 617.0303, Florida Statutes (2010), and Section 718.1265, Florida Statutes (2010), all as amended from time to time.

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

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

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

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 11 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

4.19.4 The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

4.19.5 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.

4.19.6 The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

4.19.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

4.19.8 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.

4.19.9 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

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

4.19.10.1 a state of emergency declared by local civil or law enforcement authorities;

4.19.10.2 a hurricane warning;

4.19.10.3 a partial or complete evacuation order;

4.19.10.4 federal or state "disaster area" status;

4.19.10.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 12 of 21

4.19.10.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

4.20 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Association 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, or income.

5. OFFICERS.

5.1 Executive Officers. The executive Officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such Assistant Officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant Officers need not be Directors.

5.2 President — Powers and Duties. The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President — Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 13 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. INDEMNIFICATION.

6.1 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 of 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 membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law.

6.2 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 Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3 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 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 14 of 21

LAW OFFICES

BECKER & POLIAKOFF, P.A.

12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966

TELEPHONE (239) 433-7707

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.

6.5 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.

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12), Florida Statutes (2010), as amended from time to time, shall be available for inspection by Members and Board Members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. FISCAL MANAGEMENT.

8.1 Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board of Directors which shall include all anticipated income/revenue and expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors and Officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes (2010), as amended from time to time, the funding of which may be waived or reduced by a vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the entire Voting Interests. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire Voting Interests. The budget may contain a reasonable notation for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 8.2 hereof.

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 15 of 21

If an adopted budget requires Assessments against the Units in any fiscal year which exceed 115 percent of the 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 percent of all Voting Interests. 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 hand 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 other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement. Such affidavit shall be filed among the official records of the Association. At the special meeting, Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

8.2 Mailing and Posting. A copy of the proposed annual budget shall be mailed or hand-delivered to the Members not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting. The Notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Units of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. No invoice need be sent by the Association, although the Association may do so. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Special Assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Member as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 16 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Members. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6 Liability for Assessments and Charges. A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors after a conveyance or other transfer of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for such Unit's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in the Florida Condominium Act (2010), as amended from time to time. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 17 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorney's fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Florida Condominium Act (2010), no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes (2010), as amended from time to time.

8.10 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Member written notices of its intention to file a lien and to foreclose the lien, as provided by law.

8.11 Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such provided that such insurance is backed by the full faith and credit of the United States of America. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by industry insurance backed by the full faith and credit of the United States of America. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. 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.

8.12 Commingling of Funds. All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2010), as amended from time to time, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2010), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.13 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22,

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 18 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

Florida Administrative Code (2010), as amended from time to time, and with Section 718.111(13), Florida Statutes (2010), as amended from time to time.

8.14 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. 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 paragraph, naming the Association as an insured under said policy.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be lined-through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER FOR PRESENT TEXT."

10.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire Voting

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 19 of 21

Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2010) Chapter 617, Florida Statutes (2010), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2010), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Members approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Members as defined in Section 718.1255(1), Florida Statutes (2010), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

11.2 Member Inquiries. When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 20 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

12.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

ACTIVE: 3078396_7

Exhibit "C" to Second Amended and Restated Declaration of Condominium
(Second Amended and Restated Bylaws)

Page 21 of 21

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

MYERLEE CIRCLE CONDO ASSOCIATION FEE SCHEDULE – JUNE 14, 2016
UPDATED – September 01, 2016

Deposits:

Social/Party Room Deposit.....\$75.00

Common Element Use Fees:

Social/Party Room Clean-Up.....Members responsible for cost of clean-up and/or Damage.

Estoppel Letters:

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board's Resolution to charge \$150.00 for estoppel letters, per letter. ~~up to \$250.00~~

Mortgagee/Lender Questionnaires:

The Association is not obligated to complete these forms and reserves the right to decline to do so at any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

Transfer Approvals:

**Lease/Transfer Approvals:.....\$100.00
Interview Process needed, with a 6 month rental minimum.**

Miscellaneous:

**Photocopying of Association's Official Records Kept in Paper Form...\$.50 per page.
Copying of other Official Records.....Actual Cost to Association.**

Prepared by and returned to:

Becker & Poliakoff, P.A.
James Robert Caves, III, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF AMENDMENT

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF MYERLEE CIRCLE CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Second Amended and Restated Declaration of Condominium of Myerlee Circle Condominium were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 6th day of March 2017. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 856, Page 813 *et seq.*, of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 2031, Page 150 *et seq.*, of the Public Records of Lee County, Florida. The Second Amended and Restated Declaration of Condominium is recorded at Instrument No. 2011000087025, of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by striking through.

Amendment No. 1: Section 1.19.1, Section 1.19.2, Section 14.1 and Section 22.5, Second Amended and Restated Declaration of Condominium

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

(Section 1.1 through Section 1.18 Remain Unchanged)

Page 1 of 4

LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCH COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

1.19 "Family or "Single Family" shall refer to any one of the following:

1.19.1 One natural person, his spouse or Domestic Partner, if any, and their ~~custodial children, if any.~~

1.19.2 Not more than two natural persons not meeting the requirements of Article 1.19.1 above, but who customarily and continuously reside together as a single housekeeping Unit, and the ~~custodial children of said parties, if any.~~

(Remainder of Article 1 Remains Unchanged)

* * * * *

14 USE RESTRICTIONS. Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A Condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than four (4) persons may permanently occupy a Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may occupy a Unit as a Unit Owner, Tenant, or Family member thereof (i.e., occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by Guests is governed by Article 15 of this Declaration of Condominium. Units may not be used for commercial or business purposes. Unit Owners (and their Family members and Tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must simultaneously occupy each unit, as the permanent occupant of said unit, while any other person occupies said unit. The Board of Directors shall have the authority to establish additional regulations, if necessary, to define "permanent occupancy." It is the intention of this provision that the individuals who customarily reside in the unit as their primary or seasonal residence will be the "permanent occupant" and that such persons be in simultaneous residence while persons under

age 55 are occupying the unit. Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older, and is in simultaneous residence. Guests under the age of eighteen (18) shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year for each such guest, and subject to the guest regulations provided elsewhere in the Declaration of Condominium or the Rules and Regulations. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of simultaneous residence by a person or persons fifty-five (55) years of age or older, provided that said exception shall not be permitted in situations where the granting of a hardship exception will result in violating applicable fair housing law standards. Any surviving co-habitant or heir of a unit owner may not be denied membership in the Association and permanent occupancy of a unit provided that he/she has or obtains title to the unit, and provided that the Unit is not used for residency by persons less than 18 years of age. The Board of Directors may establish additional policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) whose occupancy would violate this provision.

(Remainder of Article 14 Remains Unchanged)

22. MISCELLANEOUS PROVISIONS.

(Section 22.1 through Section 22.4 Remains Unchanged)

22.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, or handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

(Remainder of Article 22 Remains Unchanged)

WITNESSES:
(TWO)

Kim Hanson

Signature

Kim Hanson

Printed Name

Sandra Cummings

Signature

Sandra Cummings

Printed Name

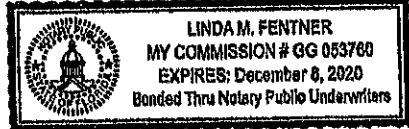
STATE OF Florida)
) SS:
COUNTY OF Lee)

MYERLEE CIRCLE CONDOMINIUM
ASSOCIATION, INC.

BY: Mary Jane Peters
Mary Jane Peters, President

Date: 4/14/2017

(CORPORATE SEAL)



Linda M. Fentner
Notary Public

Linda M. Fentner
Printed Name

My commission expires: 12/08/2020
ACTIVE: 9549389_1

Page 4 of 4

LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

**RESOLUTION OF BOARD OF DIRECTORS
OF
MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.**

**APPROVAL OF FORM ESTOPPEL CERTIFICATE AND
FEE FOR PREPARATION OF ESTOPPEL CERTIFICATE**

WHEREAS, Section 718.116(8), Florida Statutes (2017), requires that the Board of Directors of Condominium Associations adopt a Resolution in order to charge a fee for the preparation of Estoppel Certificates requested by a Unit Owner, a Unit mortgagee or their respective designee, unless such charges are set forth in a contract with a manager or management company; and

WHEREAS, the Association is not party to any contract where such charges are specified; and

WHEREAS, the Association desires to adopt a standard form of Estoppel Certificate and authorize a fee in connection with the preparation of Estoppel Certificates, as provided by the statute.

NOW, THEREFORE, the Board of Directors adopts and approves the following Resolution:

BE IT RESOLVED, that the Board President or Treasurer, or any authorized designee of the Association, is hereby authorized to complete and charge a fee for the completion of an Estoppel Certificate.

Provided that the Estoppel Certificate is delivered within ten (10) business days from receipt of a written or electronic request for an Estoppel Certificate from a Unit Owner or the Owner's designee, or a Unit mortgagee or the Unit mortgagee's designee, the established fee is:

- \$250.00 if the Unit is not delinquent in any monies owed to the Association.
- An additional \$150.00 if there are delinquent monies owed to the Association.
- An additional \$100.00 if the requestor asks for the Estoppel Certificate within three (3) business days.

Simultaneous requests for Estoppel Certificates for multiple Units owned by the same Owner can be completed and delivered in one or more Estoppel Certificates with a fee computed for each Unit as set forth above.

A request will not be deemed received by the Association until the fee is received by the Association or its designee. The Association shall have no obligation to respond to requests on an expedited basis, but may do so in its discretion. Attorneys' fees incurred by the Association in connection with delinquent Units, including but not limited to attorneys' fees incurred to prepare "Payoff Letters," are not included in the above-stated fees.

The maximum fee the Association will charge if it receives simultaneous requests for Estoppel Certificates for multiple Units owned by the same person or entity and where there are no past due monetary obligations owed to the Association shall be \$750.00.

BE IT FURTHER RESOLVED, that the Association adopts the form Estoppel Certificate attached hereto, which may be completed by the persons or entities referenced above. Ministerial changes to the form may be authorized by the person authorized to complete said form without need for Board action.

BE IT FURTHER RESOLVED, that requests for Estoppel Certificates may be sent as follows:

Myerlee Circle Condominium Association, Inc.
c/o Linda Fentner, Treasurer
6945 Dog Leg Way
Fort Myers, FL 33919
E-mail address: board@myerleecircle.com

BE IT FURTHER RESOLVED, that the attached Estoppel Certificate, as well as forgoing information concerning where requests for Estoppel Certificates must be sent, shall be posted on the Association's website, www.myerleecircle.com.

THIS RESOLUTION was considered at a meeting held the 12th day of March 2018, at which a quorum of Directors was present. There are ~~seven (7)~~ total Board members. The number of Board members who voted in favor of this Resolution is six. The number of Board members who voted against this Resolution is none. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

MYERLEE CIRCLE CONDOMINIUM
ASSOCIATION, INC.

BY: Larry E. Wignleitner
President

Date: March 12, 2018

(CORPORATE SEAL)

ACTIVE: 10359695_1

Myerlee Circle Condominium Association, Inc.
c/o Linda Fentner, Treasurer
6945 Dog Leg Way
Fort Myers, FL 33919
E-mail address: board@myerleecircle.com

ESTOPPEL CERTIFICATE

1. Date of issuance: _____, 20_____
2. Name(s) of Unit Owner(s) as reflected in the books and records of the Association:

3. Unit Designation (Number) and Address:

4. Parking or garage space identification for this Unit: N/A. Each Unit contains a garage. There is no assigned parking for this Unit.
5. Is Account in collection with Attorney? Yes or No
Attorney Name: Becker & Poliakoff, P.A.
Attorney Contact Information: Joseph E. Adams; jadams@bplegal.com
Payoff information may be requested at: FTMNAP-Payoffs@bplegal.com
6. Fee for the preparation and delivery of this Estoppel Certificate: \$250.00 if account not delinquent; additional \$150.00 for delinquent accounts; \$100.00 for expedited requests (the Association does not undertake to agree to expedited requests). Please note: The Estoppel Certificate request will not be processed until the required processing fee has been paid to the Association. Make check payable to "Myerlee Circle Condominium Association, Inc." The fee applicable to this Estoppel Certificate is \$_____. Please note that when an account has been placed with legal counsel, legal fees required for the issuance of Payoff Letters are in addition to the fee payable for the preparation of this Certificate. Checks should be delivered to the following address: 6945 Dog Leg Way, Fort Myers, FL 33919.
7. Name of the requestor: _____
8. Assessment information and other information:

Assessment Information

- a. The regular periodic assessment levied against the Unit is:
\$_____ per Month, Quarter, Year, Other_____
- b. The regular periodic assessment is paid through: _____, 20_____
- c. The next installment of the regular periodic assessment is due _____, 20_____
in the amount of \$_____

d. An itemized list of all assessments, special assessments and other moneys owed on the date of issuance to the Association by the Unit Owner for a specific Unit is (*two boxes may be checked if applicable*):

- Attached hereto
- Available from the collection attorney referenced above
- None

e. An itemized list of any additional assessments, special assessments and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the Estoppel Certificate is (*two boxes may be checked if applicable*):

- Attached hereto
- Available from the collection attorney referenced above
- None

Other Information

f. Is there a Capital Contribution Fee? Yes or No

Is there a Resale Fee? Yes or No

Is there a Transfer Fee? Yes or No Amount: \$100.00

See Article 17.5 of the Amended and Restated Declaration of Condominium.

g. Is there any open violation of the Condominium Documents, including the Declaration of Condominium or Rules or Regulations, for which notice has been given to the Owner and where such notice is reflected in the Association official records? Yes or No

h. Do any of the Condominium Documents, including the Declaration of Condominium or Rules or Regulations of the Association applicable to the property require approval by the Board of Directors of the Association for the transfer of the Unit? Yes or No

See Article 17.2 of the Amended and Restated Declaration of Condominium.

If yes, has the Board approved the transfer of the property? Yes No Pending

i. Is there a right of first refusal provided to the members or the Association?
 Yes or No

See Article 17.4 of the Amended and Restated Declaration of Condominium.

If yes, have the members or the Association exercised that right of first refusal?

Yes

No

N/A. The transfer has been approved so the right of first refusal has been waived.

Pending. Right of first refusal is not triggered unless Association disapproves without good cause. Application/approval processing still in progress.

j. Is there more than one Association to which the Owner of this property or this Condominium Association is a member? Yes or No

k. Names, addresses and phone numbers for all insurance maintained by the Association:

Gulfshore Insurance, Ryan Schmidt
9530 Marketplace Rd. #205
Fort Myers, FL 33912
Phone: (239) 659-6651

(NOTE: The above information is the contact information for the Association's insurance agent. Copies of insurance policies are on file with the Association and are available for inspection and copying as provided by law.)

9. Is there any other type of fee? Yes or No

(LIST ALL OTHER FEES OR MONEYS THAT ARE DUE FROM THE OWNER(S)
AND/OR UNIT AND/OR WHICH ARE CHARGED IN CONNECTION WITH UNIT
TRANSFERS)

	Type of Fee	Amount	When Due/Payable
1.			
2.			
3.			

THE ABOVE INFORMATION IS TRUE AND CORRECT. EXCEPT AS SPECIFICALLY PROVIDED BY LAW TO THE CONTRARY, THE ASSOCIATION DOES NOT WAIVE OR INTEND TO COMPROMISE ANY LEGAL RIGHTS IT MAY HAVE BY THE COMPLETION OF THIS CERTIFICATE. THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY.

MYERLEE CIRCLE CONDOMINIUM
ASSOCIATION, INC.

By: _____ Date: _____

Print Name: _____

Phone: _____

If this Estoppel Certificate is hand delivered or sent by electronic means, it is effective for thirty (30) days from the date hereof, as set forth immediately above. If this Estoppel Certificate is sent by regular mail, it is effective for thirty-five (35) days from the date hereof, as set forth immediately above.

ACTIVE: 10359691_1

Rules and regulations re; parking

Adopted April 16, 2020 by The Board of Directors

10. Parking of trucks, commercial vans, campers, motor homes, boats, trailers, golf carts, or motorcycles overnight on driveways, lawn or streets is prohibited. An exception to this regulation is allowing for loading or unloading before or returning from an extended trip, or moving. All other parking of said vehicles must be at the parking lot at the maintenance building.

10.1 Trucks of $\frac{3}{4}$ ton or less may be parked on driveways overnight. Said trucks shall be considered family use vehicles. Vehicles/ trucks shall conform to factory standard specifications. Any modification to exhaust system, suspension, tires, or lighting systems are not allowed under these regulations and only allowed by approval of the Board of Directors of The Myerlee Circle Condominium Association.

Vehicles/trucks cannot have any commercial advertisement, racks for commercial use and/or tool boxes visible to the public. Exception to this rule are removable racks for transporting sports equipment such as bicycles, kayaks, and equipment to satisfy needs of a disabled person(s).

Vehicles, trucks and automobiles for use as public emergency, health and welfare shall not be restricted by Rules and Regulations 10.

10. Parking of trucks, commercial vans, campers, motor homes, boats, trailers, golf carts, or motorcycles overnight on driveways, lawn or streets will not be allowed. An exception to this regulation is allowing for loading or unloading before or returning from an extended trip, or moving. All other parking of said vehicles must be at the parking lot at the maintenance building.

10.1 Trucks of ¾ ton or less may be parked on driveways overnight. Said trucks shall be considered family use vehicles. Vehicles/ trucks shall conform to factory standard specifications. Any modification to exhaust system, suspension, tires, or lighting systems are not allowed under these regulations and only allowed by approval of the Board of Directors of The Myerlee Circle Condominium Association.

Vehicles/ trucks cannot have any commercial advertisement, racks for commercial use and/ or tool boxes visible to the public. Exception to this rule are removable racks for transporting sports equipment such as bicycles, kayaks, and equipment to satisfy needs of a disabled person(s).

Vehicles, trucks and automobiles for use as public emergency, health and welfare shall not be restricted by these Rules and Regulations.

10.2 Use restrictions of any vehicle parked at the Maintenance Building parking lot will be as follows: There are 20 parking spaces available, at the parking lot at the maintenance building, for Unit Owners to park vehicles, boats, and recreational vehicles (RV's). Boats and RV's limited to 25 ft. Trailers, and golf carts to be utilized on a first come first serve basis. One space shall be reserved for the Maintenance Supervisor. The two most easterly spaces shall be used for RV's and boats up to 25 ft. in length. All other spaces shall be available for passenger vehicles (cars, vans, pickup trucks, golf carts and trailers.)

All vehicles parked at the maintenance building parking lot must have current registration and insurance. It is the responsibility of the owner of each vehicle to provide the Board with proof of insurance, date vehicle will be parked at the parking area and anticipated length of stay, owners name, address at Myerlee Circle Condominium and an emergency contact phone number. All information will be kept on file at the office.