

**CLUBHOUSE VILLAGE OF CROSS CREEK
CONDOMINIUM ASSOCIATION, INC.**

AMENDED AND RESTATED BY-LAWS

1. IDENTITY. These are By-laws of CLUBHOUSE VILLAGE OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering CLUBHOUSE VILLAGE OF CROSS CREEK CONDOMINIUM, which is located in Lee County, Florida, upon the lands described in the Declaration of Condominium of CLUBHOUSE VILLAGE OF CROSS CREEK CONDOMINIUM. (The Corporation shall hereafter be referred to as the “Association”.) All references herein to “the Board” shall be deemed to mean the Board of Directors of the CLUBHOUSE VILLAGE OF CROSS CREEK CONDOMINIUM ASSOCIATION, INC.

(.1) OFFICE - The office of the Association shall be at the Condominium or at such other place as the Board of Directors may determine from time to time in the county where the Condominium is located.

(.2) FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

(.3) SEAL - The seal of the Association shall bear the name of the Association, the word “Florida”, and the year of establishment.

2. MEMBERS’ MEETINGS

(.1) ANNUAL MEMBERS’ MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, at such hour and on such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting business authorized to be transacted by the members.

(.2) SPECIAL MEMBERS’ MEETINGS shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors, and when called by written notice from ten (10%) percent of the entire membership to do so.

(.3) NOTICE OF MEMBERS’ MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

Notice of a special meeting called by the Board at the written request of ten percent (10%) of the owners because of a budget exceeding 115% of that of the preceding year requires not less than ten (10) days written notice to each unit owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member with first class postage pre-paid not less than ten (10) days prior to the meeting. However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.4) A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.5) EACH UNIT shall have one indivisible vote, and the vote of the owners of a unit owned by more than one person (except husband and wife either of whom may cast the vote) or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum not for any other purpose.

(.6) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before or at the appointed time of the meetings. In no event shall a proxy be valid for more than ninety (90) days from the scheduled meeting date. Proxies may only be used as allowed by law as it is amended from time to time. Ballot voting or other voting procedures as may be authorized by law shall be allowed.

(.7) APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.8) ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(.9) THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, may be:

- (a) Election of a Chairman of the meeting, unless the President or Vice-President of the Association is present then he (or she) shall preside.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Reading and disposing of any unapproved minutes.
- (e) Reports of Directors.
- (f) Reports of Committees.
- (g) Any other business as may be authorized by law.
- (h) Adjournment

.10) ELECTION OF DIRECTORS shall be provided by law as it may be amended from time to time.

3. BOARD OF DIRECTORS

(.1) MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of any odd number of Directors that the Owners may decide. Each Director shall be a person entitled to cast a vote in the meetings of Association.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors shall be elected as provided by law as it is amended from time to time.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors and such appointed Director shall fill the vacancy for the unexpired term of the seat being filled.

(c) Any Director may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by ten (10%) percent of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and, thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. Provided however, that in order to provide a continuity of experience, the members at the meeting may vote to establish a system of staggered terms as the owners may determine. Also, the Directors presently have a staggered system of terms and this will continue unless the members vote by majority vote to change it otherwise.

(.4) THE ORGANIZATION MEETING of the newly elected Board of directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) 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, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

(.6) SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than seven (7) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

(.7) 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.

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners as provided by law as it is amended from time to time. Notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) continuous hours in advance for the attention of unit owners except in an emergency.

(.9) A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at the meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until the quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(.10) THE PRESIDING OFFICER at Directors' meeting shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their numbers to preside.

(.11) 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 Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium, and to accelerate assessments as allowed by law in the case of delinquency of assessments.

(.2) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.3) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.4) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.5) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.6) TO ENFORCE by legal means the provisions of applicable laws, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium and to assess reasonable penalties and fines as against unit owners for violation of the By-Laws and the Rules and Regulations as promulgated by the Board of Directors.

The association shall perform the following prior to a hearing for assessment for levy of a fine for a violation of the By-laws and/or the Rules and Regulations:

(a) Notify the Unit Owner in writing of the date, time and place at least 14 days prior to the meeting.

(b) Provide a statement of the provisions of the Declaration, Association By-Laws, or Association Rules which have been violated.

(c) Provide a statement of the asserted violations.

(d) The Unit owner shall have the opportunity to respond and present evidence, either written or oral, to the Association.

(.7) TO CONTRACT FOR MANAGEMENT of the condominium.

(.8) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.9) TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

(.10) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.11) TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the Association.

(.12) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

(.13) TO IMPOSE FINES and collect interest and late fees all at the highest rate allowed by law as it is amended from time to time.

(.14) TO ESTABLISH EXECUTIVE COMMITTEES from time to time where allowed to do so as authorized by law and as it may be amended from time to time or to delegate matters to agents or managing agent of the association. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget have the right to hold closed meetings and are exempt from Chapter 718 - 112 (2) (C)

(.15) TO EVICT any tenant, guest or invitee for violation of the condominium documents and the owner is responsible for all costs, fees and attorneys' fees in connection therewith.

(.16) TO DO ALL THINGS that a Condominium Association can do under Chapter 607, Chapter 617 and Chapter 718 of the Florida Statutes and/or they may be amended from time to time.

5. OFFICERS

(.1) THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice- President, a Secretary and a Treasurer, 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 or Assistant Secretary.

(.2) THE PRESIDENT shall be the chief executive officer of the Association. He shall have the powers and duties which are usually vested in the office of President of a corporation.

(.3) 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.

(.4) 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 the records of the Association, except those of the Treasurer, and 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. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) 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 he shall perform all other duties incident to the office of the Treasurer of a corporation.

(.6) THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT shall be in accordance with the following provisions:

(.1) BUDGET

(a) A proposed annual budget of common expenses shall be prepared by and approved by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the condominium including insurance, management fees, if any, and which shall accrue a reserve for deferred replacement maintenance and depreciation, unless waived annually by a majority vote. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

(b) A copy of the proposed annual budget shall be mailed to the unit owners no less than fourteen (14) days prior to a meeting of the directors at which the budget will be considered together with a notice of the meeting.

(.2) ASSESSMENTS -The shares of the unit owners of the common expenses shall be made payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(.3) EMERGENCY ASSESSMENTS - For the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payments shall likewise be determined by them.

(.4) ASSESSMENTS ROLL. The assessments for common expenses according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.

(.5) LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

(.6) LIEN FOR ASSESSMENTS –The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney’s fees for collection shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto, when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(b) ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(c) COLLECTION

(i) INTEREST APPLICATION OF PAYMENTS

Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the highest rate allowed by law as it is amended from time to time from the date due until paid plus the highest late fee as is authorized by law as it is amended from time to time. All payments upon account shall be first applied to interest and then late charges then to the assessment payment first due or in any other order as may be authorized by law as it is amended from time to time. The Board of Directors may accelerate assessments as allowed by law as it is amended from time to time.

(ii) SUIT – The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the highest rate allowed by law as it is amended from time to time, and all costs incident to the collection and the proceedings, including reasonable attorney’s fees. Per Florida Statute 718.1 16(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

(.7) ACCOUNTS – All sums collected from assessments may be commingled in a single fund if allowed by law, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. The various accounts shall be as the Board of Directors may determine or as may be required by law as it is amended from time to time. Accounts that are required to be kept separate shall be kept separate as is required by law as it is amended from time to time.

(.8) THE DEPOSITORY of the Association shall be such bank or banks in Florida or other depository institutions as may be authorized by law as it is amended from time to time as shall be designated from time to time by the Directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors. Reserve accounts, however, may be placed in money market certificates or daily cash reserve accounts with stock brokers to earn higher interest if authorized by law as it is amended from time to time.

(.9) A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code 2004, as amended from time to time, and with Section 718.111(13), Florida Statutes (2004), as amended from time to time.

(.10) FIDELITY BONDS shall be required by the Board of Directors from all officers and directors or agents of the Association who control or disburse Association funds. The minimum amount of such bonds shall be determined by law as it is amended from time to time. The premiums of such bonds shall be paid by the Association. Further additional bonding may be initiated by the Board as the Board may require from time to time.

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the Laws of the State of Florida.

9. AMENDMENTS to the By-Laws shall be proposed in the following manner:

(.1) NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

(.3) A RESOLUTION adopting a proposed amendment must receive approval of a majority (more than 50%) of the votes of those unit owners in attendance at a meeting.

(.4) INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten (10%) percent of the membership of the Association.

(.5) EFFECTIVE DATE -An amendment when adopted shall become effective only after being recorded according to law.

(.6) THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

(.7) PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws 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 BY-LAW. SEE BY-LAW #88 FOR PRESENT TEXT or such other wording as may be required by law.

10. WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit.

11. WRITTEN AGREEMENT. In the event the Directors deem it necessary to do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

12. FINES - In addition to the means of enforcement provided the Association elsewhere herein shall be the right to assess fines against a unit, a unit owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, or Rules and Regulations of the Association regarding the use of units, common elements, or Association property. Each such violator and the unit owner shall be given written notice of the alleged violation and the opportunity for a hearing before a committee of other unit owners, appointed by the Board of Directors, with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, By-Laws or Rules which have been allegedly violated, and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and 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 amount of such fine shall not exceed one hundred Dollars (\$100.00) per occurrence, or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.