

BYLAWS OF  
CALOOSA TRACE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I.  
Members  
(Lot Owners)

Section 1. The members of Caloosa Trace Homeowner's Association, Inc. (the "Association"), a Florida corporation not for profit, shall consist of the respective Owners of Lots of Caloosa Trace, a residential development described in the plat thereof (the "Property"), located in Lee County, Florida.

Section 2. All persons owning a vested present interest of record in the fee title to any lot shall automatically be members of the Association and the respective membership of each Lot Owner shall terminate as their vested interest in the fee title to the Lot terminates. Upon the sale, transfer or other disposition of an ownership interest in a Lot, membership in the Association shall automatically be transferred to the new owner succeeding to such ownership interest. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective Lot.

Section 3. Each Lot shall be entitled to one vote at Association meetings (except for the Developer as set forth in the Articles of Incorporation for the Association), which shall be exercised only by that Lot Owner or his proxy. A majority of the votes of the entire membership shall decide all questions at Association meetings, unless specified otherwise in these Bylaws, the Articles of Incorporation, or the Declaration of Caloosa Trace Homeowner's Association, Inc. (the "Declaration"); provided, however, that so long as Developer owns any Lot, no action shall be taken by or on behalf of the Association that adversely affects the interest of the Developer or any Lot owned by the Developer without the consent of Developer. If a person owns more than one Lot, he shall be entitled to one vote for each Lot owned. In the event that a Lot is owned by more than one person, or by a corporation, trust or other entity, the person entitled to cast the vote for that Lot shall be designated by a certificate filed with the Association and signed by all joint owners or an authorized agent of the corporation or other entity.

Section 4. A quorum at membership meetings shall consist of attendance in person or by proxy of members entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining a quorum.

Section 5. Votes may be cast in person or by proxy. Proxies shall be in writing, shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Proxies shall be revocable and the proxy of any owner shall automatically terminate when the owner's vested interest in the fee title to the Lot terminates.

ARTICLE II.  
Meetings of Membership

Section 1. The first annual meeting of the membership of the Association shall be held on the second Tuesday in the first month after ninety percent (90%) of the Lots have been sold and conveyed by the Developer, or at such earlier time as the Developer may choose in its sole discretion. Subsequent annual meetings shall be held on the second Tuesday of the same month of each consecutive year thereafter. The location of the annual meeting shall be the offices of the Association or at such other place in the State of Florida, as shall be designated by the Board of Directors or the President of the Association.

Section 2. Unless specifically provided otherwise herein, special meetings of the membership shall be held when directed by the President or by two (2) members of the Board of Directors, or after ninety percent (90%) of the Lots have been sold and conveyed by the Developer and upon written request of the members who are entitled to vote one-half (1/2) of all the membership votes. A meeting requested by the membership shall be called for a date not less than fourteen (14) or more than sixty (60) days after the request is made. The call for the meeting shall be issued by the Secretary.

Section 3. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, to each member, unless waived in writing. Such notices shall be written or printed, shall state the time, place and purpose for the meeting, and shall be mailed or personally delivered to each member as follows:

(a) For special meetings, notices are to be mailed by regular mail, not less than forty-eight (48) hours prior to the date of the meeting, unless the Board determines an emergency, in which event the Board shall give such notice as is reasonable under the circumstances; and

(b) For annual meetings, notices are to be mailed by certified mail, retaining post office certificate as proof of mailing, not less than fourteen nor more than sixty days prior to the date set for the meeting.

Section 4. Any Lot Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

ARTICLE III.  
Board of Directors

Section 1. The Board of Directors of the Association shall consist of three (3) persons who shall be appointed as provided in the Articles of Association.

shall remain directors until the first annual meeting. Thereafter, subject to the provisions of the Articles of Incorporation, the directors shall be elected at the annual membership meeting, and shall hold office for a term of one year and until their successors shall be elected and qualified. At each election for directors, each member shall be entitled to vote for as many persons as there are directors to be elected. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

Section 2. After the first election of all directors by the membership at the first annual meeting, each director shall be a Lot Owner or the spouse of a Lot Owner (or, if a Lot Owner is a corporation, partnership, or trust, a director may be an officer, partner or beneficiary of such Lot Owner). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members thereof.

Section 4. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board of Directors shall be open to Lot Owners. However, Lot Owners shall not be entitled to vote or participate in any other way at the meeting.

Section 5. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to, the meeting or Board action, to which the waiver or consent relates.

Section 6. A quorum for the transaction of business shall consist of a majority of the directors. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any questions proposed.

Section 7. Subsequent to the first annual meeting, any director (except Developer) may be removed from office, with or without cause, by at least a majority vote of all Lot Owners, at a duly called meeting of Lot Owners; provided, however, that Developer or its representatives shall be entitled to serve as directors so long as Developer owns any Lots.

Section 8. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Lot Owners.

Section 9. The Board shall have the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided;

(b) To administer the affairs of the Association;

(c) To cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;

(d) To adopt administrative rules and regulations governing the use of or relating to the Property, and to amend such rules and regulations from time to time, and to establish penalties for infractions of such rules and regulations;

(e) To provide for the maintenance, repair and replacement of any common areas or property and payments therefor;

(f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and to engage or contract for the services of such other employees as they may deem necessary, and to delegate any such powers to the employees or agents of the Association;

(g) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Lot Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

(h) To procure and maintain liability and hazard insurance on any property owned by the Association;

(i) To supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed; and

(j) To exercise on behalf of the Association all other powers and duties of the Board provided for in the Declaration, the Articles of Incorporation of the Association and Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act, as amended from time to time.

#### ARTICLE IV Officers

Section 1. Subject to the provisions of the Articles of Incorporation, at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

(a) A President, who shall be a director, and who shall preside over the meetings of the Board and of the Lot Owners, and shall be the chief executive officer of the Association. In the recess of the Board of Directors, the President shall have general control and management of the business and affairs of this Association.

(b) A Vice President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;

(d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

(e) Such additional officers as the Board shall fit to elect.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

Section 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

Section 5. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Lot Owners.

Section 6. The Association shall cause blanket fidelity bonds to be maintained for all officers, directors, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association. The total amount of such bond coverage shall be that determined by the Board of Directors.

#### ARTICLE V. Assessments

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses

and cash requirements for the year, including salaries, wages, payroll, taxes, supplies, materials, parts, services, utilities, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the Lot Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year and a reserve for replacements in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Lot Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficiency, as the case may be, shall also be taken into account.

Section 2. The estimated annual budget for each fiscal year as prepared by the Board, shall be approved by an affirmative majority vote of all Lot Owners. A copy of the proposed annual budget shall be mailed to Lot Owners not less than fourteen (14) days prior to the meeting at which the budget is to be considered, together with notice of the meeting, specifying the time and place at which it will be held.

Section 3. On or before the second day of January of the year covered by the annual budget, or until some other payment schedule is adopted by the Board of Directors, each unit owner shall pay, in advance, his respective annual assessment for the common expenses for such year as shown by the annual budget. Such proportionate share for each Lot Owner shall be in accordance with his respective ownership interest in the Property as set forth in the Declaration. The Board may send to each Lot Owner on or before the second day of each January a statement of the annual assessment of such Lot Owner for such year, but the failure to receive such statement shall not relieve any Lot Owner of his obligation to pay his annual assessment on or before the second day of January. In the event that the Association shall not approve an estimated annual budget or shall fail to determine new annual assessments for any year, or shall be delayed in doing so, each Lot Owner shall pay each year the amount of his respective annual assessment as last determined. Each Lot Owner shall pay his annual assessment to the Association or as may be otherwise directed by the Board. No Lot Owner shall be relieved of his obligation to pay his assessments by abandoning or not using his Lot or the common areas.

Section 4. In the event that during the course of fiscal year, it shall appear to the Board that the annual assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, furnish copies to each Lot Owner, and make a supplemental assessment to each Lot Owner for his proportionate share of such supplemental budget; provided, however, that no supplemental budget shall

require assessment of Lot Owners greater than one hundred fifteen percent (115%) of their prior assessments, without approval of a majority vote of the entire membership. If the Board determines that a supplemental budget is required which will exceed the above limitations, it shall call a meeting of Association membership to consider such budget, giving notice of such meeting as required in these Bylaws for any meeting at which a budget is to be considered.

Section 5. The Board may require each Lot Owner to deposit with the Association a reasonable deposit for working capital or contingent expenses to be the same proportion of the total deposit as his percentage ownership in the Property.

Section 6. If the first fiscal year of the Association, or any succeeding fiscal year, shall be less than a full calendar year, then the annual assessments for each Lot Owner shall be proportionate to the number of months and days in the period covered by such budget. A Lot Owner shall pay his assessment commencing with the date of purchase of his Lot for the remainder of the period covered by the current annual budget, which assessment shall be in proportion to his respective ownership interest in the Property.

Section 7. The Board shall maintain accounting records according to approved accounting practices, and current copies of the Declaration, Bylaws and such rules and regulations as may be adopted which records shall be open to inspection by Lot Owners and holders of first mortgage liens against Lots during normal business hours or at other reasonable times and upon reasonable notice. The accounting records shall include a record of receipts and expenditures and a separate account for each Lot Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Lot Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any Lot Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

Section 8. Without the approval of the members of the Association holding at least ninety percent (90%) of the votes of the Association, the Board shall not approve any capital expenditures in excess of Five Thousand Dollars (\$5,000.00) other than rebuilding, repairing or replacing damaged property.

Section 9. Every Lot Owner shall pay his proportionate share of the common expenses, as provided in the Declaration, and any special assessments assessed against his Lot in the manner herein provided. If any Lot Owner shall fail or refuse to make any such payment of the common expenses or any special assessments when due, the amount thereof shall constitute a lien on the interest of such Lot Owner in his Lot and its appurtenances. Any assessments not paid when due shall bear

interest at the rate of eighteen (18) percent per annum or such lower rate as the Board of Directors shall determine, shall be subject to a late charge as may be set and uniformly applied by the Board of Directors and shall entitle the Association to reimbursement of attorneys' fees incurred by the Association incident to the collection of any such delinquent assessment. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration or these Bylaws or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures of the Association, specifying and itemizing the common expenses incurred, and such records and vouchers for payments of the common expenses shall be available for examination by the Lot Owners during normal business hours.

Section 11. The Board of Directors may levy special assessments against one or more of the Lots to pay for improvements, repairs or replacements which are attributable only to those Lots in accordance with the terms of the Declaration. Special assessments shall be due and payable within fifteen (15) days after notice thereof is given unless the notice shall specify a longer period.

#### ARTICLE VI. Use Restrictions

Each Lot Owner shall comply with all the restrictions upon use as set forth in the Declaration. Any violations of such use restrictions shall be remedied as set forth herein and in the Declaration.

#### ARTICLE VII. Amendment

These Bylaws may be amended, altered or rescinded upon approval in person or in writing of the members of the Association holding ninety percent (90%) the votes of the Association at a regular or special meeting of the members, notice of which shall state that such proposed amendment is to be voted upon at the meeting; provided, however, that no amendment shall be passed without the consent of Developer.

#### ARTICLE VIII. Lender's Notices

Upon written request to the Association, identifying the name and address of the holder of a first mortgage encumbering a Lot and the Lot number or address, any such mortgage holder will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;



- b. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage of such eligible holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

I HEREBY CERTIFY that the foregoing Bylaws were duly adopted by Caloosa Trace Homeowner's Association, Inc., a Florida corporation not-for-profit, this 9th day of March, 1999.90.

*Inicia H. Blakeslee*

Secretary