

Prepared by and return to:
Goede, Adamczyk, DeBoest & Cross, PLLC
8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109
Phone: 239-331-5100

CERTIFICATE OF AMENDMENT
OF
GLADES GOLF AND COUNTRY CLUB, INC.

I HEREBY CERTIFY that the following Second Amended and Restated Bylaws of the Glades Golf and Country Club, Inc. was duly adopted by the Association membership at a duly noticed membership meeting of the Association on the 15th day of December, 2016. Said amendment was approved by a proper percentage of voting interests of the Association.

The original Bylaws of the Glades Golf and Country Club is recorded at Official Records Book 1513, Page 224, et. seq., of the Public Records of Collier County, Florida.

GLADES GOLF AND COUNTRY CLUB, INC.,
a Florida not-for-profit corporation

Pamela Darren
Witness

PAMELA DARREN
Printed Name of Witness

Sharan Williams
Witness

SHARAN Williams
Printed Name of Witness

By: Frank Kenney
Frank Kenney, its President

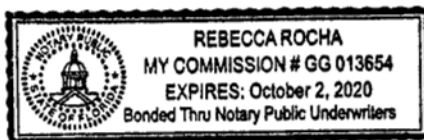
STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Frank Kenney, as President of the GLADES GOLF AND COUNTRY CLUB, INC., who is personally known to me or identified by a driver's license and who executed the foregoing instrument and acknowledged before me that he executed the same, on this 3rd day of Jan, 2017.

Rebecca Rocha

Notary Public
REBECCA ROCHA

Printed name of Notary
My Commission Expires:



Instrument prepared by and return to:
Steven J. Adamczyk, Esq.
Goede, Adamczyk, DeBoest & Cross PLLC
8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109
(239) 331-5100

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE ALL SECTIONS OF EXISTING BYLAWS, WHICH ARE RECORDED AT O.R. BOOK 4211, PAGE 2123, COLLIER COUNTY, FLORIDA PUBLIC RECORDS.

SECOND AMENDED AND RESTATED BYLAWS

OF

GLADES GOLF AND COUNTRY CLUB, INC.

1. GENERAL. These are the Second Amended and Restated Bylaws of Glades Golf and Country Club, Inc., formerly known as The Glades Country Club Apts. Condominium Association, Inc., hereinafter the "Association", a not-for-profit corporation organized under the laws of Florida for the purpose of operating multiple Condominiums pursuant to the Florida Condominium Act, as may be amended from time to time. All prior Bylaws, and amendments thereto, are hereby revoked and superseded in their entirety.

1.1 Principle Office. The principle office of the Association is at 174 Teryl Road, Naples, FL 34112.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not-for-profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, and reproduced or either wise place upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declarations shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the Owners of recorded legal title to the Units in the Glades Complex. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit for purposes of determining voting and use rights. Memberships shall become effective upon the occurrence of the last to occur of the following events:

(A) Recording in the Public Records a Deed or other instrument evidencing legal title to the Unit.

(B) Approval by the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Delivery to the Association, if required, of a written designation of the Primary Occupant.

2.2 Voting Interest. The members of the Association are entitled to 1 vote for each Unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of Units in all Condominiums operated by the Association. The vote of a Unit is not divisible. As permitted by the Florida Condominium Act, and Section 11 below the right to vote may be denied because of delinquent Assessments. If 1 person owns a Unit, his or her right to vote shall be established by the record title of Unit. If 2 or more persons jointly own a Unit, that Unit's vote may be cast by any one

of the record Unit Owners. If 2 or more Owners of a Unit do not agree among themselves how their 1 vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Unit is a corporation, partnership, limited liability company, trust, the vote of that Unit shall be cast by the Unit's Primary Occupant designated as set forth in Section 9 of the Declarations, or by any officer, general partner, manager, trustee, as applicable.

2.3 Acts of the Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Association have a fiduciary relationship to the Owners. A member does not have the authority to act for the Association by reason of being a member.

2.4 Approval or Disapproval of Matters. Whenever the decision or approval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in section 2.2 above, unless the joinder of all record Unit Owners is specially required.

2.5 Change of Membership. Following termination of memberships in the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior Unit Owner shall be terminated automatically.

2.6 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Unit Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligation incident thereto.

3. MEMBER'S MEETING: VOTING

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at 10:00 A.M. on the third Thursday of February, at a place designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. In the case of an emergency or other unforeseen event, the Board shall have the right to set a different time and date for the annual meeting provided the same is noticed in accordance with these Bylaws. At the time of the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Member's Meeting. Special members meetings must be held whenever called by the President or by majority of the Directors, and may also be called by the written petition of the Owners of at least 117 Units. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings: Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed by first class mail to each member at the address which appears on the books of the Association (which shall be the address last furnished to the Association by the Unit Owner), or may be furnished by personal delivery, or electronic transmission in the manner set forth in Section 617.0141, Florida Statutes, to the extent that a member has consented to receive notices by electronic transmissions and has not revoked such consent. Any such consent shall be deemed revoked if: 1) the

Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and 2) such inability becomes known to the Secretary, Assistant Secretary, or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors pursuant to Section 718.112(2)(j) shall not be given by electronic transmission. The member is responsible for providing the Association with written notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the member has revoked his consent. The Association is not liable for an inadvertent disclosure of electronic mail address or facsimile number. The notice of meeting must be mailed or delivered at least 14 days before the meeting. An affidavit or other person making such mailing shall be retained in the Association records as proof of mailing. In addition to the physical posting of meeting notices, the Association may adopt a procedure for posting and repeatedly broadcasting the notice and agenda on a closed-circuit cable television system serving the Glades Complex. If broadcast notice is used, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. Notice by broadcast may be done for special or annual membership meetings. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new Unit Owner required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notices at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. In addition to the requirements set forth in Section 3.3 above, special requirements apply to the notice of annual meeting. Notice of the annual meeting (including the agenda) shall be posted in conspicuous place on all bulletin boards on the Condominium Property or the Association Property at least 14 continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall be sent, regardless of whether the second notice of election described in Section 4.3 below is required. In addition to the physical posting of notices of the meeting of the members on the Condominium Property or the Association Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in conjunction with notice posted physically on the Condominium Property or Association Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under these Bylaws and the Condominium Act, When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average to observe the notice and read and comprehend the entire content of the notice and agenda.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of the Owners of not less than 390 Units. However, when a vote of the Owners of Units in a particular Condominium is required or permitted by the Condominium Documents or the Condominium Act, the quorum shall be attained by the presence, either in person or by proxy, of the Owners of not less than one-third (1/3) of the Units in that Condominium.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Condominium Documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific

meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than the date of the first meeting for which it was given. Every proxy is valid for a revocable at the pleasure of the person executing it. To be valid a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. In accordance with Section 718.112 of the Condominium Act, no proxy shall be used in the election of Directors. A limited proxy shall be used for any substantive matter requiring a membership vote, including, but not limited to, votes on reserves, amendments, to the Condominium Documents and material alterations or substantial additions to the Common Elements or Association Property as defined in Section 4.15 of the Declarations. A general proxy may be used to established quorum and for non-substantive changes to items for which a limited proxy is required.

3.8 Adjournment Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the members present in persons or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally schedules may instead be conducted at the reconvening of the meeting, provided a quorum is then present, in person or by proxy.

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

- (A) Determination of a quorum (except that in the normal case of the annual meeting, when an election is required, the first item of business shall be the collection of any ballots not yet cast and the closing of the polls)
- (B) Proof of Notice
- (C) Reading or disposal of minutes of last members meeting
- (D) Reports of Officers, if any
- (E) Reports of Committees, if any
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members of their authorized representative and Board members at reasonable times and for a period of 7 years after the meeting. Minutes must be reduced to written form and be available for posting within 21 days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Association meetings when not in conflict with Florida Laws, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian. Any question or point of order not raised at the meeting which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if a written consent, in a lieu of a meeting, setting forth the action to be taken, is mailed or hand-delivered to the members entitled to vote, and signed by the members having not less than minimum number of votes that would be necessary to take such action at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes. Nothing in this paragraph shall be construed in derogation of members' rights to call a special member's meeting as provided for elsewhere in these bylaws.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board subject to approval or consent of the Unit Owners only when such is specifically required.

4.1 Number of Terms and Service. The number of Directors which shall constitute the whole Board of Directors shall be equal to the number of Condominiums operated by the Association. The Unit Owners of Condominium Nos. 1, 3, 4, 6, 8, and 10 shall each elect one Director on odd-numbered years, and the Unit Owners of Condominium Nos. 2, 3A, 5, 7, 9, and 11 shall each elect one Director on even-numbered years. The term each Director serves shall be two years. Adoption of these Bylaws by the members shall be deemed approval of staggered 2-year terms as set forth in Florida Statutes section 718.112. A Director will serve until the annual meeting at which his successor is duly elected and qualified, unless he sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a Unit Owner or the spouse of a Unit Owner in the Condominium the Director represents; officer, general partner, manager or trustee of a Unit in the Condominium the Director represents if owned by a corporation, partnership, limited liability company or trust.

4.3 Nomination and Elections. At each annual meeting, the Unit Owners in a Condominium shall elect by written ballot a Director to represent that Condominium for each Condominium whose Director's term is expiring. Notice of each annual election shall be given to all Unit Owners at least 60 days in advance. Any person eligible to serve as a candidate must notify the Association in writing of his or her desire to be a candidate at least 40 days prior to the scheduled election. Any candidate who is delinquent in any monetary obligation owed to the Association at the time of this deadline is ineligible to run for the Board of Directors. Upon request of a candidate, the Association shall include with the Notice a separate information sheet, no larger than 8 ½ by 11 inches, which describes the candidates background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be received by the Association at least 35 days prior to the election. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot for each Condominium having an election, which shall list all candidates for that Condominium in alphabetical order by surname, at least 14 days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required for that Condominium. Directors shall be elected by plurality of the votes cast from the Unit Owners in a Condominium. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there Directors to be elected, but no Unit may cast more than 1 vote for any candidate, it being the intent hereof that voting for directors shall be non-cumulative. Tie votes shall be broken by lot. Notices and candidate information sheets may be

given by electronic transmission (but only to those members who have so consented, pursuant to rules adopted or to be adopted by the Division of Florida Land Sales, Condominium and Mobile Homes).

4.4 Vacancies on the Board. If the office of any Directors becomes vacant for any reason, a majority of the remaining Directors, even if less than a quorum, shall promptly choose a successor from the applicable Condominium to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that election need not take place on the date of the annual meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by vote of majority of the Unit Owners in the Condominium which elected that Director, either by a written petition, or at any meeting called for that purpose, but in either event, in the manner required by Florida Law.

4.6 Organized Meetings. The organizational meeting of the newly elected Board of Directors for the purpose of electing officers shall be held immediately after the annual meeting. Notice of the Board's organizational meeting may be provided by the existing Board as a notification in the second notice of election, and must be posted in the manner required for any other Board meeting.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by email, telephone, telegram or other form of electronic transmission at least 2 days prior to the day named such meeting.

4.8 Notice to Unit Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meetings (including an agenda) shall be posted conspicuously on the Condominium Property or Association Property for at least 48 continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up if an emergency exists, by approval of at least a majority plus 1 of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. Notice of any Board meeting at which a non-emergency Special Assessment or amendment to rules regarding Unit use will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of the Unit Owners to attend Board meeting includes the right to speak on all designated agenda items, subjects to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or committee with the Association's attorney with respect to purpose of seeking or rendering legal advice shall not be open to the members. Notices of the Board meetings may be given by electronic transmission) in addition to mail or hand-delivery, when the latter two methods are otherwise required pursuant to the Condominium Act. In addition to the physical posting of notices of any meeting of the Board on the Condominium Property or the Association or the Association Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physical on the Condominium Property or the Association Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under these Bylaws and Condominium Act. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

4.9 Waiver of Notice. A Director that attends a meeting and does not object to improper notice at the opening of the meeting shall be deemed to have waived any objection. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communication arrangement whereby all persons present can hear and speak to all other persons.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deems necessary and convenient for the efficient and effective operation of the Association. Each committee shall include as a member at least one Director who shall serve as Director Liaison to the Board of Directors for that committee. Additional Directors may be committee members, but only one Director shall be Board liaison, and no Director may chair a committee. A Director liaison will not have a vote on committee decisions (except in the case of a tie vote of the remaining members of the committee), but will express the wishes of the committee when communicating with the Board of Directors, and not his own personal views. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. All committees shall be subject to the provisions of Section 4.8 of these Bylaws, including the ability of the Association to post notice by broadcast on closed-circuit cable television system serving the Association.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. If there is a tie vote for any office, the Board shall vote again. If the election remains tied after a second vote, the winner shall be determined by placing the ballots cast in the most recent vote for said officer in a bowl or similar container and the moderator or his/her designee shall draw the name of the winner. Any officer may be removed with or without cause by

vote of a majority of all Directors at any meeting. Any person except the President may hold 2 or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. Officers who are not also Directors may attend Board meetings and participate in Board meetings at the request of the President or a majority of the Board of Directors, without the ability to vote.

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

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

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if the Board has designated a person to serve in that office.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and investments, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors, but in all cases, in accordance with the orders and resolutions of the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

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

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall, for each fiscal year, adopt a budget of Common Expenses for each Condominium it operates and a separate budget for Association expenses, which are not attributable to any particular Condominium, in the manner required by the Condominium Act for a

“multi-condominium association”. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed by first class mail or hand-delivered or electronically transmitted (but electronically transmitted only to those Unit Owners who have so consented) to the Owner of each Unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. The reserves for a particular Condominium shall be funded unless a majority of the Unit Owners in that Condominium who vote at a duly called members’ meeting for that Condominium, are in favor of either not funding any reserves or less than full funding of reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in 6.2 above. The reserves funded under this paragraph for a particular Condominium, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority of the Unit Owners who vote at a duly called members’ meeting for that Condominium. The Association reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority of all Unit Owners in the Glades Complex who vote at a duly called members’ meeting. In the case of voting on a Condominium’s reserves, the Unit Owners in that Condominium shall be the only Unit Owners permitted to vote, and the quorum requirement shall be one-third (1/3) of the Unit Owners in that Condominium. In the case of voting on the Association reserves, all Unit Owners shall be permitted to vote. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds. Operating and reserve funds may be combined in the monthly Assessment paid by Unit Owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more “non-statutory reserves”. The purpose of these non-statutory reserves is to provide financial stability and to avoid the need for Special Assessments on a frequent basis. The Board may also approve operating contingency expenses. The contingency amounts proposed shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual Assessments based on the adopted budget shall be paid monthly however the Board may require quarterly payments but only after giving the Owners at least 90 days notice of switching from monthly to quarterly payments. Written notice of each monthly installment shall be sent to the members at least fifteen (15) days prior to the due date. This may come in the form of an annual mailing of payment statements and envelopes. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. The Association shall have the right to charge a late fee of up to the greater of \$25.00 or 5 percent of the delinquent Assessments, in addition to

interest of 18 percent per annum. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Unit's next due installment.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. If the expense for which the special Assessment is levied is not an Association (community-wide) expense, the special Assessment shall be a Common Expense only of the Condominium(s) to which the expense is attributable. Special Assessments are due on the day specified in the resolution of the Board approving such Assessments. The total of all special Assessments for discretionary expenses coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for a Condominium unless a majority of the Unit Owners in that Condominium first consent. The total of all special Assessments for discretionary expenses coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual Association budget, unless 585 Unit Owners first consent. However, Unit Owner approval is not required if the special Assessment is necessary for the Board of Directors to take any non-discretionary action in order to fulfill its fiduciary duty to the members or to comply with requirements imposed by a governmental authority or insurance carrier, including without limitation: maintenance, protection, repair, replacement (as said terms are defined in Section 4.15 of the Declarations) or insurance of the Condominium Property or Association Property; enforcement of the Condominium Documents; and the initiation of or defense of legal action which is reasonably necessary to protect the rights of the Association and its members. Written notice of any Board meeting at which a non-emergency special Assessment, will be considered, must be mailed, hand-delivered or electronically transmitted (in the latter case, to those Unit Owners who have so consented) to all Unit Owners at least fourteen (14) days in advance, which notice shall state that Assessments will be considered and the nature of any such Assessments. The notice to Unit Owners that any special Assessment has been levied must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance of fidelity bonding of all persons who control or disburse Association funds. The insurance policy of fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The premiums on such insurance or bonds shall be a Common Expense.

6.8 Financial Statement or Report. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, an audit by a certified public accountant for the preceding fiscal year. Within 21 days after the audit is completed or received from the third party, the Association shall mail or hand deliver to each Unit Owner a copy of the audit or a notice that a copy of the audit will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

6.10 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member making the request. The Board shall have the right to adopt reasonable rules governing the frequency, time, location, notice and manner of record inspection and copying.

6.11 Roster. The Association shall maintain a current roster of all Unit Owners and their mailing addresses, Unit identifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by Unit Owners for receiving notice sent by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners shall be removed from the Associations official records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for inadvertent disclosure of the electronic mailing address or the number for receiving notice by electronic transmission of notices.

7. USE RESTRICTIONS: The use of the Condominium Property and Association Property shall be in accordance with the following provisions and the Standing Rules and Regulations:

7.1 Units. The maximum number of permanent occupants of a Unit at any one time shall be two (2) persons per bedroom. A "permanent occupant" of a Unit is a person who uses the Unit as his primary residence (or secondary residence if the person is domiciled in a state other than Florida). Each Unit shall be used as a residence and for no other purpose. No business or commercial activity that draws customer traffic or requires the storage of inventory shall be conducted in or from any Unit. The address of the Condominium or the Unit may not be publicly advertised as the location of mailing address of any business, professional office or other commercial activity; however, this restriction shall not be construed to prohibit a resident from maintaining a personal or professional library; from keeping personal, business or professional records in his or her Unit; or from sending written correspondence from the Unit. Such uses are expressly declared customarily incident to residential use.

7.2 Occupancy in the Absence of the Unit Owner. If the Unit Owner and his Family who permanently reside with him are absent from the Unit and are not occupying it, and the Unit has not been leased, the Unit Owner may permit his Unit to be occupied by his guests only in accordance with the following:

- (A) Any one person who is the parent or child of the Unit Owner or of the Unit Owner's spouse, if any, may occupy the Unit in the absence of the Unit Owner.
- (B) House guests not included within 7.2(A) are permitted for only one (1) family occupancy in the Unit Owner's absence. Such guests may stay only two (2) weeks after which no such occupancy may occur for a period of two (2) weeks, and the total number of occasions for this type of guest occupancy in any Unit shall be limited to six (6) in each calendar year. The first day of occupancy shall determine in which year the occupancy occurred.

7.3 Minors. All occupants and guests under eighteen (18) years of age shall be closely supervised by an adult to ensure that they do not become a source of unreasonable annoyance to other residents.

7.4 Pets. A Unit Owner may keep no more than one (1) small pet of a normal domesticated household type (such as a cat or dog) in the Unit, not to exceed twenty-five (25) pounds, and tropical fish. Aggressive breeds as solely and exclusively determined by the Board are not permitted (such as

pit bulls or wolf hybrids). No pets of any kind are permitted in leased Units, except as permitted by applicable fair housing laws in which case the lessee(s) desiring to keep a service or emotional support animal must provide all reasonable documentation and medical certifications, in advance of bringing the animal in to the residence, to establish the necessity for the animal. Guests may not keep a pet in a Unit unless the Unit Owner is in residence. No reptiles, rodents, amphibians, poultry or livestock may be kept in the Glades Complex. All pets, upon their arrival on the Condominium Property, shall be registered with the Association on such forms as the Board of Directors may provide from time to time. No pets are permitted to run loose on the Common Elements of a Condominium or the Association Property at any time. Dogs or cats must be walked on a leash on grassy areas or median strips, but away from mailboxes, pool areas, lanais, golf courses and flowerbeds. The Unit Owner shall clean up after his pet. Pets may not be kept outside on a patio, balcony, porch or lanai unless the Unit Owner is also on the patio, balcony, porch or lanai. The ability to keep pets is a privilege, not a right, and the Board is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Glades Complex.

7.5 Nuisances. No Unit Owner shall use the Common Elements, his Unit, or permit his Unit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and all persons in the Glades Complex shall at all times conduct themselves in a peaceful and orderly manner.

7.6 Signs. No Unit Owner may post or display "For Sale", "For Rent", or other similar signs anywhere on the Common Elements or Association Property, except "Open House" signs which may be displayed from 1:00 to 4:00 p.m. No signs are allowed on the outside of the building. The Unit is limited to two signs, one in front of the Unit and one in the back. See the Standing Rules and Regulations for additional restrictions regarding signs.

7.7 Use of Stairways. Stairways and other common areas shall not be obstructed, littered, defaced or misused in any manner. Walkways and stairways shall be used only for the purposes intended, not for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

7.8 Use of Balconies, Lanais, Patios and Porches. Balconies, lanais, patios and porches shall be used only for the purposes intended, and shall not be used for hanging clothing, for cleaning of rugs or other household items, for the storage of motor vehicles, boats, spas, or for the installation of appliances. A small, portable drying rack may be used for short periods for drying clothes on enclosed lanais.

7.9 Parking. Although parking spaces are not assigned, the occupants of each Unit are entitled to the availability of at least one (1) parking space within the Common Elements of the Condominium in which the Unit they are occupying is located. In order to protect this basic entitlement, no Unit Owner or other occupants of a Unit shall collectively keep more than two (2) motor vehicles. Vehicles shall be parked in spaces at the building in which the Unit is located. If a vehicle is to be parked for longer than thirty (30) days during the absence of the Unit Owner, the Unit Owner must provide the Association's management office with the name of a contact person who has the keys to the vehicle. All motor vehicles in the Glades complex on a regular basis must display at all times the applicable parking designator on the (left) rear of the motor vehicle. The Association shall have the right to tow or boot any vehicle that is parked on the Common Elements or Association property in violation of the Condominium Documents. See the Standing Rules and Regulations for additional

restrictions regarding vehicles and parking. The Board has the authority to determine a time certain that a prohibited vehicle shall be removed or be subject to being towed or booted.

7.10 Prohibited Vehicles. Unit Owners, lessees and guests are prohibited from parking the following vehicles anywhere within the Glades Complex:

- (A) Recreational vehicles and motor homes. Parking of recreational vehicles or motor homes will be considered on an individual basis for a period of time not to exceed twenty-four (24) hours, with prior written approval from the Association.
- (B) Boats.
- (C) Trucks exceeding one-half ton rated load capacity, or trucks containing more than two (2) doors in total, or trucks containing dual or tri axles, or trucks containing an extended bed, or trucks having more than four (4) total wheels.
- (D) Buses.
- (E) Trailers (including boat, travel and camper trailers).
- (F) Untagged or unlicensed vehicles, or vehicles with expired tags.
- (G) Inoperable motor vehicles.
- (H) Passenger vehicles with a seating capacity of more than eight (8) persons.
- (I) Panel vans.
- (J) Any vehicle with affixed (permanently or temporary) commercial accessories, advertising signs, or business logos/phone numbers other than writings or logos applied by the manufacturer or auto dealer.
- (K) Any commercial vehicle with equipment, materials, or property located therein.
- (L) Any vehicle with a camper top.
- (M) Any vehicle with personal property stored in an open bed.
- (N) Any other vehicle that is used primarily for commercial or construction purposes and not personal.
- (O) No "For Sale" or similar signs may be displayed in or on any vehicle.
- (P) Any other vehicle listed in the Standing Rules and Regulations and the Board of Directors' determination shall be final if there is any reasonable discrepancy whether a particular vehicle is considered a prohibited vehicle as defined above

7.11 Carports. Carports are prohibited.

7.12 Owner Parking While Leasing Units. To prevent overtaxing the facilities, an Owner whose Unit is leased may not use the parking areas during the term of the lease, except for temporary parking for purposes of inspecting the Unit.

7.13 Covering Vehicles. Vehicles may be covered while parked in the Glades Complex. The cover must be a commercially available covering designed for vehicles which can be securely tied on the vehicle, and the color must be a neutral color such as tan or grey, and not one of the primary colors.

7.14 Identification. All Owners and lessees will be expected to carry a valid Glades ID, which will give the resident access to all of the Association's amenities.

8. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this Section 8. All leases of Units must be in writing. A Unit Owner may lease only his or her entire Unit, and then only in accordance with this Section 8, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. Any new occupant not approved as part of the existing approved lease must be approved prior to taking occupancy.

8.1 Procedures.

(A) Notice by the Unit Owner. A Unit Owner intending to lease his or her Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty-one (21) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, a completed lease application and such other information as the Board may reasonably require. The proposed lessee must sign for having received copies of the rules and regulations of the Association prior to occupancy. Each lease shall provide, and if it does not, shall be deemed to state that the lessee agrees to abide by all of the Condominium Documents and that failure to do shall be a breach of the lease and grounds for eviction.

(B) Board Action. After the required notice and all information requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. If a committee approved by the Board is reviewing the lease application as provided below, a lease can be disapproved by a majority vote of the committee members. If reviewed by the manager as proved below, a lease can be denied by the manager in his or her sole discretion based on the grounds stated herein. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) the Unit Owner is delinquent in the payment of Assessments or any monetary amounts at the time the application is considered;
- (2) the Unit Owner has a history of leasing his or her Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her Unit;

- (3) the application on its face indicates that the person seeking approval or any of the proposed occupants intends to conduct himself in a manner inconsistent with the Condominium Documents;
- (4) the prospective lessee or any of the proposed occupants has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or a crime of moral turpitude;
- (5) the prospective lessee or any of the proposed occupants has a history of conduct which evidences disregard for the rights and property of others;
- (6) the lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Condominium Documents;
- (7) the prospective lessee or any of the proposed occupants gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;
- (8) The Unit Owner fails to give proper notice of his or her intention to lease his or her Unit to the Board of Directors.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Unit Owner.

(E) Applications: Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium Assessments may not be delegated to the lessee.

(F) Committee or Manager Approval. To facilitate approval of leases proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee or to its manager.

8.2 Term of Lease and Frequency of Leasing. The minimum lease term is thirty (30) days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. No new lease shall begin until at least thirty (30) days have elapsed since the first day of the last lease. However, the Board may, in its discretion, approve the same lessee from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

8.3 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Unit. The total number of occupants of a leased Unit is limited to two (2) persons per bedroom. The Unit Owner shall not be permitted to occupy the Unit during the lease term, but may inspect the Unit pursuant to his or her rights under Chapter 83, Florida Statutes.

8.4 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may

continue to occupy the Unit and may have house guests subject to all the restrictions in Section 7 and 8. If the lessee and all of the family members mentioned in the preceding sentence are absent, no other person may occupy the Unit.

8.5 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the Association Property or Common Elements (including, without limitation, the parking and golf facilities) during the lease term, except for purpose of accessing the Unit to inspect it pursuant to Chapter 83, Florida Statutes. The right to use the Association and the Common Elements is automatically transferred to the lessee during the lease term.

8.6 Regulation by Association. All of the provisions of the Condominium Documents shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Unit Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Unit Owners' agent with the authority to terminate any lease agreement and evict the lessees in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Association is hereby appointed as the Owner's agent to file any legal action to compel a lessee's compliance with the Condominium Documents and/or eviction under Chapter 83, Florida Statutes. The Owner and lessee shall be jointly and severally liable for any reasonable attorney's fees and costs incurred by the Association and awarded by the court to enforce the Condominium Documents and/or evict the lessee.

8.7 Fees and Deposits for the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Unit Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by the Condominium Act as the same may be amended from time to time. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any security deposits that are authorized by the Condominium Act, as the same may be amended from time to time, which security deposit shall protect against damage to the Common Elements or Association Property. Handling of the security deposit and claims against the security deposit shall be in accordance with Chapter 83, Florida Statutes, as the same may be amended from time to time.

8.8 Unapproved Leases. Any lease of a Unit not approved Pursuant to this Section 8 shall be void and unenforceable unless subsequently approved by the Board.

8.9 No Discrimination. The Association is an equal opportunity provider of housing and shall not disapprove a lease for an illegal discriminatory reason.

9. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions:

9.1 Forms of Ownership:

- (A) A Unit may be owned by one (1) person who has qualified and been approved as elsewhere provided herein.

- (B) Co-Ownership. Co-ownership of Units is permitted. If the co-Owners are to be other than husband and wife, or two (2) persons who reside together as a single housekeeping unit, the Board shall condition its approval upon the designation by the proposed new Unit Owners of one (1) approved persons as the "primary occupant". The intent of this provision is to allow co-ownership, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the primary occupant was the only actual Unit Owner. Any subsequent change in the primary occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Section 9. No more than one (1) such change will be approved in any twelve (12) month period.
- (C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership, limited liability company or other entity which is not a person, if approved in the manner provided elsewhere herein. The approval of a trust, corporation, partnership, limited liability company or other entity as a Unit Owner shall be conditioned upon designation by the Unit Owner of one (1) person to be the "Primary Occupant". The intent of this provision is to allow flexibility in estate, financial or tax planning, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Unit Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 9. No more than one such change will be approved in any twelve (12) month period.
- (D) Designation of Primary Occupant. If any Unit Owner fails to designate a primary occupant when required to do so, the Board of Director may take the initial designation for the Unit Owner, and shall notify the Unit Owner in writing of its action.
- (E) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 9.2. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Unit Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Unit. Any consent or approval required of the Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Unit Owners for purposes of determining voting and occupancy rights under Section 9.1(B) above.

9.2 Transfers.

- (A) Sale. No Unit Owner may transfer a Unit or any ownership interest in a Unit by sale (including agreement for deed) without prior written approval of the Board of Directors. A Gift of a Unit for estate-planning purposes shall be made in accordance with (B) below, but any other gift shall be made in accordance with this paragraph (A).
- (B) Devise, Gift or Inheritance. No prior Association approval shall be required for a conveyance in the event any Unit Owner acquires his or her title by devise, gift or inheritance, it being recognized that the Association does not wish to interfere with estate-planning by the Unit Owners. However, the new Unit Owner's right to occupy or use the Unit shall be subject to the approval of the Directors under Section 9.3 (A)(2) below. The approval shall not be

denied to any devise, done or heir who was the prior Unit Owner's lawful spouse at the time of death, or was related to the prior Unit Owner by blood or adoption within the first degree.

- (C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 9.3 below.
- (D) Delegation of Approval Authority. To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, or to any officer or the manager. Any committee member, officer or the manager shall be deemed a Vice-President, solely for the purpose of being authorized to execute Certificates of Approval on behalf of the Association.

9.3 Procedures.

(A) Notice to Association.

- (1) Sale. A Unit Owner intending to make a sale of his or her Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser, a copy of the executed sales contract, if any, a completed sales application and such other information as the Board may reasonably require. The same approval procedures shall apply to any gift and done if the gift of the Unit is made for other than estate-planning purposes.
 - (2) Devise, Gift (Estate-Planning), Inheritance or Other Transfers. The transferee must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this Section 9.3 (A)(2) or Section 8.
 - (3) Demand. With notice required in Subsection (A)(1) above, the Unit Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below.
 - (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any Unit Owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the Condominium Documents and shall constitute good cause for Association disapproval.
- (B) Board Action. Within 20 days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice President or any other person deemed a Vice President in accordance with Section 9.2 (D), in recordable form, and delivered to the transferee. If the Board neither approves nor

disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (1) The person seeking approval or any of the proposed occupants has been convicted of a felony involving violence to person or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or a crime of moral turpitude;
- (2) The person seeking approval or any of the proposed occupants has a record of financial irresponsibility, including without limitation prior to bankruptcies, foreclosure or bad debts (the Board may adopt and impose a minimum credit score requirement);
- (3) The application on its face gives the Board reasonable cause to believe that the applicant or any of the proposed occupants intends to conduct himself in a manner inconsistent with the Condominium Documents.
- (4) The person seeking approval or any of the proposed occupants has a history of disruptive behavior or disregard for the rights or property of others;
- (5) The person seeking approval or any of the proposed occupants has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit;
- (6) The person seeking approval or any of the proposed occupants has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.
- (7) The transaction, if a sale, was concluded by the parties without having sought and obtained the prior approval required herein.
- (8) The Unit is occupied prior to the transfer being approved.

(D) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, but for a non-discriminatory reason, and if the Unit Owner or transferee has made the demand set forth in Section 9.3 (A)(3), then within thirty (30) days after the Board Meeting at which the disapproval took place, the Board shall deliver in writing to the Unit Owner the name of an approved purchaser (which may be the Association) who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase, then the purchase price shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Unit Owner, except that the purchaser shall pay for his or her own title insurance, and all costs of mortgage financing. Real property taxes and condominium Assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The

closing shall take place not longer than (60) days after the date of Board disapproval or thirty (30) days after termination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

9.4 Exception. The provisions of Sections 9.2 and 9.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure. However, the provisions are applicable to any subsequent transfer.

9.5 Unapproved Transfers. Any sale or transfer which is not approved is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board.

9.6 Fees for the Transfer of Units. Whenever herein the Board's approval is required to allow the transfer of a Unit, the Association may charge the Unit Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by the Condominium Act as the same may be amended from time to time.

9.7 No Discrimination. The Association is an equal opportunity provider of housing and shall not disapprove a transfer for an illegal discriminatory reason.

10. RULES AND REGULATIONS: USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the operation of the Condominium Property and the Glades Complex and the use, occupancy, alteration, maintenance and transfer of Units, Common Elements and Association Property, subject to any limits contained in the Condominium Documents. Copies of such Rules and Regulations shall be furnished to each Unit Owner and to each renter.

11. COMPLIANCE AND DEFAULT REMEDIES. In addition to the remedies provided elsewhere in the Condominium Documents, the following provisions shall apply:

11.1 Fines, Suspensions, Voting Rights. The Association may levy reasonable fines and/or impose suspensions of the right to use Common Elements and Association Property against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, tenants or invitee to comply with any provision of the Condominium Documents. The Association may also suspend the voting rights of Owners as allowed by law. . No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1000. No fine or suspension may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its tenant, licensee or invitee. The hearing must be held before a committee of other Owners. If a majority of the committee does not agree with the proposed fine or suspension, the penalty may not be levied. The provisions of this Section 11.1 do not apply to unoccupied Units. In addition to the procedures found in the Rules and Regulations, the procedure for imposing such fines and suspensions shall be as follows:

- (A) The violation shall be investigated by an officer appointed by the Association or its duly appointed rules/violations committee, and if a violation is found, the Owner and/or lessee shall be advised in writing to correct the violation within seven (7) days (unless the violation is deemed an immediate danger or risk to other Glades residents, then the violation shall be cured immediately);

- (B) If the violation is not timely cured, the Association through its management office shall issue a written notice stating that the violation is not cured and providing fourteen (14) days to cure the violation and providing notice of the Association's intent to impose fines and/or suspensions if the violation is not cured.
- (C) If the violation is still not cured, the rules committee shall report the uncured violation to the Board for consideration and recommendation of fines and/or suspensions. The Board of Directors may adopt pre-approved penalties for particular violations which shall serve to levy the penalty subject to further approval set forth below.
- (D) The party against whom the fine or suspension is sought to be levied shall be afforded an opportunity for hearing before a committee of 3 Unit Owners who are not Directors or family members of Directors, after reasonable notice of not less than fourteen (14) days, and the notice shall include:
- (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Condominium Documents which have allegedly been violated; and,
 - (3) A short and plain statement of the matters asserted by the Association; and,
- (E) At the hearing the party against whom the fine or suspension may be levied shall have a reasonable 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 Unit Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by an occupant, licensee or invitee.
- (F) If a Unit Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association Property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that Unit, common elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The notice and hearing requirements above do not apply to suspensions imposed under this subsection (F).
- (G) An Association may suspend the voting rights of a Unit or member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. A voting interest or consent right allocated to a Unit or member which has been suspended by the Association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements above do not apply to a suspension imposed under this subsection (G).
- (H) All suspensions imposed pursuant to subsection (F) or subsection (G) must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

11.2 Mandatory Non-Binding Arbitration. In the event of any “dispute”, as defined in Section 718.1255 Florida Statutes, between a Unit Owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit in Collier County over the disputed matters.

11.3 Correction of Health and Safety Hazards. Any conditions within a Unit which are deemed by the Association to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner.

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

12.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the Owners of not less than 117 Units.

12.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the Unit Owners not later than the next annual meeting for which proper notice can still be given.

12.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, a proposed amendment to these Bylaws shall be adopted at any annual or special members’ meeting or by written consents in lieu of meeting as follows:

(A) With the approval of the Owners of at least a majority of the Units who are present and voting in person or by proxy at a meeting.

(B) These Bylaws shall be deemed amended by virtue of revisions to laws, regulations and judicial decisions which control over conflicting provisions set forth herein. The Board of Directors shall have the authority to amend these Bylaws in order to conform the provisions thereof with such revisions to laws and regulations.

12.4 Certificate; Recording; A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by the law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

13. MISCELLANEOUS.

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

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

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