

AMENDED AND RESTATED  
BYLAWS  
OF  
WILDERNESS COUNTRY CLUB, INC.

As amended through the 16<sup>th</sup> day of January, 2017

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# AMENDED AND RESTATED BY LAWS OF WILDERNESS COUNTRY CLUB, INC.

## SECTION 1. IDENTITY AND PURPOSE

1.1 **Bylaws.** These Amended and Restated Bylaws shall govern and control Wilderness Country Club, Inc. (the “Club”) and all of its functions and are adopted to replace in their entirety all previous Bylaws and amendments thereto.

1.2 **Not for Profit Corporation.** The Club is a not for profit corporation, incorporated under the laws of the State of Florida and particularly, Chapter 617 of the *Florida Statutes*, as amended from time to time.

1.3 **Articles of Incorporation.** The original Articles of Incorporation have been filed and the appropriate Certificate of Incorporation has been issued, and thereafter duly amended and filed with the Florida Secretary of State on March 15, 1979.

1.4 **Office.** The office of the Club shall be at 101 Clubhouse Drive, Naples, Florida 34105, or at such other location as the Board of Directors (the “Board”) shall from time to time determine.

1.5 **Corporate Seal.** The Club shall have a Corporate Seal which shall bear the name of the Club and the words “Florida” and “Not For Profit.”

1.6 **Country Club.** The Club has been organized as a “Country Club” and shall be operated as a fraternal-type organization for the mutual aid and benefit of its members for their recreation and health, including the playing of golf, and other not for profit purposes incidental to the operations of a private country club. No part of the net earnings of the Club shall inure to the benefit of any member or private individual, firm, association or corporation. For the purpose of this paragraph the term “earnings” shall not include any dues, initiation or membership fee established by the Board.

## SECTION 2. MEMBERSHIP

The Club is organized as, and shall be an association of individual members, each in his or her personal capacity intended to exercise and enjoy the rights of membership and the social and recreational opportunities afforded by the Club. Each Member shall be obligated to pay in a timely manner all initiation fees, dues, assessments and charges properly allocated to such Member and shall comply with all rules and regulations established from time to time by the Board.

2.1 **Members.** The members of the Club shall be:

- (A) The Owner of each Unit (“Member”) in the eleven (11) condominium associations which are administered by The Wilderness Condominium Association, Inc. (the Condominium), and

- (B) Each Visiting Member as provided in Section 2.11 of these Bylaws.

**2.2 Mandatory Membership.** When an individual, corporation, partnership, trust, or other legal entity has become the record owner of legal title to a Unit and has become a member of the Condominium as provided in Section 2.3 of the Bylaws of the Condominium, membership in the Club is automatic and mandatory, and shall remain in effect so long as the ownership of the Unit continues.

If a Member acquires more than one Unit, such Member shall be a Member for each Unit owned and shall be responsible for paying dues, fees, assessments and charges for each Unit owned and shall be entitled to one vote for each Unit owned.

**2.3 Initiation Fee.** Each individual, corporation, partnership, trust or other legal entity acquiring a Unit shall simultaneously with the acquisition pay the Initiation Fee established from time to time by the Board, pursuant to Section 4.14 of these Bylaws which is in effect on the date that the Unit is acquired. For the purposes of this Section, any change in the person who is designated as the voting Member as provided in Section 2.6 of these Bylaws, shall be considered as the acquisition of a Unit and subject to the payment of the Initiation Fee.

Notwithstanding the provisions of the preceding paragraph, no Initiation fee shall be imposed:

- A. Upon transfer of a Unit or Units owned by a Member to his or her spouse by deed, pursuant to a divorce settlement or to the provisions of a joint tenancy, will, intestate succession or other provision of law; or
- B. Upon the transfer of a Unit by an individual Member into any form of joint ownership or to a corporation, partnership, trust or estate (“Legal Entity”) but only if the individual Member or his or her spouse is designated as the voting member as provided in Section 2.6 of these Bylaws;
- C. Upon any change of the person who is designated as the voting Member as provided in Section 2.6 of these Bylaws, but only if the new voting member is the spouse of the prior voting Member.

A member owning more than one Unit shall pay the applicable Initiation Fee in effect when each Unit is acquired, subject to the provision of Section 2.4.

**2.4 Ownership of More Than One Unit.** If a Member acquires more than one Unit and thereafter sells the first Unit acquired by such Member, the Club shall retain the entire Initiation Fee paid upon the sale of the first Unit but the Club shall refund to such Member the entire Initiation Fee which was paid by such Member upon acquisition of the second Unit, but only if:

- (A) The first Unit was sold by the Member within five years after the date of purchase of the second Unit;
- (B) The acquisition of the second Unit occurred on or after January 1, 1997; and
- (C) The Member was the owner of the second Unit when the first Unit was sold.

If a Member owns three or more Units, there shall be no refund of any Initiation Fee except upon the sale of the first Unit if the transaction otherwise complies with the provisions of this section.

**2.5 Transfer of Membership.** Membership in the Club may not be transferred, assigned, pledged or encumbered except as otherwise provided in these Bylaws. If a Unit Owner transfers the ownership of a Unit, whether voluntarily, or through involuntary proceedings, and the transferee has become a member of the Condominium as provided in Section 2.3 of the Bylaws of the Condominium, the Club membership attributable to that Unit shall be automatically transferred to the transferee of the Unit and such transferor's right to use the Club facilities shall cease. The transferee of any Unit, including a transferee who acquires title through involuntary proceedings against the transferor, shall be responsible for any dues, fees, assessments, or other charges owed by the transferor and for the payment of the Initiation Fee in effect when the Unit was acquired.

**2.6 Unit Owned by More Than One Individual or by a Legal Entity.** If title to a Unit is held by more than one individual, by a corporation, partnership, trust or other legal entity, the owner shall file with the Board a written instrument designating the name of one individual from the ownership entity who is to be considered as the Member for the purpose of voting, using the Club facilities and exercising Club privileges. If a Unit is subject to a life estate, the life tenant shall be the Member and if there is more than one life tenant, one of the life tenants shall be designated by the life tenants as the Member. The name of the spouse of any designee shall also be filed with the Board. The designee may be changed not more frequently than once a year except in the case of the death of the designee.

**2.7 Spousal and "Significant Other" Rights and Privileges.** The spouse of a Member shall have all the rights and privileges of such Member but not the right to vote. Upon written request to the Board, a Member may request that an individual domiciled with the Member, but who is not legally married to the Member, be designated as the "Significant Other" of such Member. The criteria as to the qualifications of a proposed "Significant Other" shall be in the sole discretion of the Board. The designation of an individual as a "Significant Other" does not establish any type of membership rights, voting rights nor legal or equitable rights of any nature in such individual, but is a courtesy which may be extended by the Board to such individuals to utilize the Club Facilities and participate in Club functions. At all times, the Member shall be responsible for the "Significant Other's" conduct, and the payment of all charges incurred by the "Significant Other". The "Significant Other" shall furnish such information as the Board may require to determine

whether such status shall be granted. The designation of one as a “Significant Other” shall be terminated at any time upon the request of the Member or at the will of the Board. The “Significant Other” shall have the same golfing and Clubhouse privileges of a spouse of a Member, for so long as such status is in force.

**2.8 Dissolution of Marriage; Termination of “Significant Other” Status.** In the event of a Member’s dissolution of marriage, the person who retains or receives title to the Unit shall be the Member. The party to the marriage not retaining or receiving title shall not be a Member and shall not be entitled to any rights or privileges of a Member unless such individual becomes the owner of a Unit. At such time as a person no longer holds “Significant Other” status due to notification of termination of such status by the Member, or action of the Board, such individual shall no longer have any of the privileges provided in Section 2.7 of the Bylaws. The Board may make additional or supplementary rules and decisions dealing with marital separations or the dissolution of marriages, and the termination of “Significant Other” status.

**2.9 Lessees.** When a Member has leased a Unit to a Lessee approved by the Board, such Member’s right to use the Club facilities shall be suspended for the term of the lease, except as to voting rights and such other rights, if any, as the Board may expressly provide. The Lessee of any such Unit shall have such rights to use the Club facilities as provided from time to time by the Articles of Incorporation, Bylaws and Rules and Regulations of the Club and by the Declaration of Condominium of each of the eleven (11) condominiums which are administered by the Condominium.

**2.10 Certificate.** Each Membership certificate shall be registered in the name of the Unit owner in whom title is vested and shall be non-transferable except as otherwise provided in these Bylaws. The membership certificates shall be in such form as is approved by the Board.

**2.11 Visiting Members.** A class of membership has been established to provide for reciprocal golfing and clubhouse privileges for the members of neighboring clubs. The members of such class (“Visiting Members”) shall consist of all members in good standing of such other clubs in the Naples area as may be determined each year by the Board (“Participating Clubs”).

Visiting Members shall have no right to vote or to participate in any activities or to use any facilities of the Club except to use the golf facilities and clubhouse as specified by the Board. Participating Clubs must submit a roster of their members who may be entitled to use the golf facilities and clubhouse.

The Board may at any time terminate the right of a Participating Club or any Visiting Member to use the golf facilities and clubhouse. Visiting Members may only use the golf facilities and clubhouse during the period of May 1 through October 31 or such other period as the Board may from time to time determine.

The Board may adopt rules and regulations from time to time as to the use of the Golf facilities and clubhouse by Visiting Members.

**2.12 Dining Members.** A class of membership has been established to provide for use of limited Club facilities for the purposes of dining. The members of such class ("Dining Members") shall be in a number as may be determined by the Board and shall be limited to former Members of the Club, a spouse of a former Member or Significant Other of a former Member. Notwithstanding this limitation, the Board may grant Dining Memberships to no more than five (5) other persons not fitting the requirements above. Dining Members shall be subject to the prior approval of the Board or its designated agent, according to such Rules and Regulations as may be adopted from the Board from time to time. Dining Members shall have no right to vote or participate in any activities or to use any of the facilities of the Club except to use the dining facilities within the Clubhouse during operating hours on an as-available basis. The Board may at any time terminate the right of a Dining Member to use the dining facilities and impose other restrictions or requirements pursuant to any adopted Rules and Regulations. The Board may establish initiation fees, annual dues or other fees in its discretion for Dining Members.

### **SECTION 3. MEETINGS OF THE MEMBERS**

**3.1 Annual Meeting.** The annual meeting of the Members shall be held in Collier County, Florida, during March or April of each year at a date, place and time designated by the Board, or at such other date, place or time as permitted by law, for the purpose of transacting any business authorized by law.

**3.2 Special Meetings of Members.** Special meetings of the Members shall be held whenever called by the President or by a majority of the Board. Special meetings shall also be called by the Secretary upon receipt of a petition executed by at least ten percent (10%) of the Members. Such petition shall state the purposes of the meeting, and shall be signed by all petitioners. Business at any special meeting shall be limited to the items specified in the call or petition.

**3.3 Notice of Meetings.** Written notice of all meetings of Members, stating the time, date, place and purpose of the meeting, shall be mailed by first class mail to each Member at least fourteen (14) days before the meeting and shall be posted in a conspicuous place on Club property for at least fourteen (14) continuous days preceding the meeting. The Board shall, from time to time, designate a specific location on Club property for the posting of notices of meetings of Members and shall notify the Members of that location. An officer of the Club shall provide an affidavit to be included in the official records of the Club, affirming that notices were mailed or hand delivered and posted in accordance with this provision to each Member at the address last furnished to the Club by the Member. Each Member bears the responsibility of notifying the Club of any change of address. Attendance at any meeting by a Member constitutes a waiver of notice by that Member unless the

Member objects to the lack of notice at the beginning of the meeting. Any Member entitled to receive notice of any meeting may waive notice by written waiver. Any officer of the Club shall provide an affidavit to be included in the official records of the Club affirming that notices were mailed or hand delivered to each Member and posted as provided in this Section 3.3.

3.4 **Quorum.** A quorum at Members' meetings shall be the presence, either in person or by proxy, of at least a majority of all Members of the Club. Once a quorum has been attained at a meeting, the subsequent withdrawal of some of the Members shall not affect the existence of a quorum.

3.5 **Vote Required.** The acts approved by a majority of the Members at a meeting at which a quorum is present shall be binding upon all Members for all purposes, except when a higher vote is required by these Bylaws or by any applicable law.

3.6 **Proxy Voting.** Except as otherwise provided by law, Members may 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 shall be valid for a period longer than ninety (90) days after the date of the meeting for which it was given. Every proxy shall be revocable by the person executing it. A proxy must be in writing, dated, signed by the Member and specify the date, time and place of the meeting for which it is given, and be filed with the Secretary at or before the commencement of the meeting. The holder of a proxy must be a Member, the spouse of a Member or an officer or director of the Club. No proxy shall be valid if it names more than one person as the proxyholder, but the proxyholder may, if the proxy so provides, substitute another qualified person as the proxyholder

3.7 **Adjourned Meetings.** Any meeting of the members, regardless of whether or not a quorum is present, may be adjourned and reconvened to a later date or time by a majority vote of the Members present. If a proxy has been given for a regular or special meeting and that meeting is adjourned to another date (no more than ninety [90] days after the date of the adjourned meeting), the proxy shall continue in effect unless revoked, and shall be valid for quorum and voting purposes. Any business which might have been conducted at the adjourned meeting may be conducted at the reconvened meeting if a quorum is present.

3.8 **Minutes.** Minutes of all meetings of Members shall be kept in a businesslike manner and available for inspection and copying by Members or their authorized representatives at reasonable times and for a period of seven years after the date of each meeting. Minutes must be recorded in written form within thirty (30) days of the adjournment of each meeting.

3.9 **Action by Members Without a Meeting.** Action which may be taken at any special or annual meeting of the Members may be authorized by written consent of the Members without a meeting as permitted by the Florida Not For Profit Corporation Act.

## SECTION 4. BOARD OF DIRECTORS

All the powers and duties of the Club, the general administration of the Club, the conduct of its business, and the adoption of rules and regulations as to Members, memberships and use of the Club by Members, guests and lessees, and the periods of use of the Club facilities shall be vested in the Board, subject to the approval of, or consent by, the Members only when specifically required by these Bylaws or other applicable law, provided, however, and, except as to "Excluded Actions" as defined and provided for herein below, notwithstanding any other provision contained in these Bylaws to the contrary, that any actions with respect to any release, replacement amendment, transfer, termination, impairment, hypothecation, extension, or forgiveness of all or any portion of (1) that certain Restatement Ninety-Nine Year Lease (the "Lease") recorded June 24, 1976 at Collier County Official Record 654, Page 1173, et seq., and retroactive to June 18, 1973, between the Trust (the "Frank Family Trust"), its successors and assigns, established by that Land Trust Agreement dated August 30, 1973, as amended from time to time, or (2) any of the Club's rights, interests, and remedies thereunder, shall require the affirmative vote of at least eighty percent (80%) of all of the voting Members of the Club, each voting in person or by proxy at a meeting duly called for that purpose. Each and all such actions and events hereinafter are referred to as the "Restricted Actions". Any amendment to such Restricted Actions shall be requested either by written petition to the Board signed by at least a majority of all Members of the Club or, alternatively, upon a determination by at least two-thirds ( $2/3^{\text{rds}}$ ) of the Directors that such amendment is in the best interests of the Club and its members.

Notwithstanding the foregoing, the following Excluded Actions will not be subject to the eighty percent (80%) affirmative vote requirement provided for above (each and all such actions and events the "Excluded Actions"): (1) any action or event which results in the Club obtaining fee ownership of the property underlying the Lease and the merger of the Lease with that ownership; (2) any Restricted Action with the intent and consequence of further preserving, protecting or improving the Club's rights, remedies and interests under the Lease and the continued, peaceful use and enjoyment of the property underlying the Lease consistent with the Club's revised PUD as filed by the Board of Collier County Commissioners with the Florida Secretary of State as of February 11, 1977. Any amendment to such Excluded Actions shall be requested either by written petition to the Board signed by at least a majority of all Members of the Club or, alternatively, upon a determination by at least two-thirds ( $2/3^{\text{rds}}$ ) of the Directors that such amendment is in the best interests of the Club and its members, and shall, in either instance, require approval by at least two-thirds ( $2/3^{\text{rds}}$ ) of all of the voting Members of the Club, each voting in person or by proxy at a meeting duly called for that purpose.

Without limiting the generality of the foregoing, and notwithstanding any language in Article II of the Restated Articles of Incorporation to the contrary, the Board shall also have the power to:

- (A) Establish Initiation Fees, membership fees and dues;
- (B) Establish assessments for improvements and additions to the Club facilities, subject to the provisions of these Bylaws, Club Articles, and other applicable law;
- (C) Establish charges for the use of the Club facilities;
- (D) Establish charges for services furnished by the Club;
- (E) Establish charges for food, beverages, supplies and other products furnished by the Club;
- (F) Retain professional services including, but not limited to, attorneys, accountants and consultants;
- (G) Retain contractors and suppliers of services and materials as the Board deems appropriate; and
- (H) To do any act or exercise any power permitted by law.

**4.1 Number and Terms of Directors.** The Board shall be composed of eleven (11) individuals (“Directors”). Subject to removal as provided in Section 4.4, and to the filling of vacancies as provided in Section 4.5, each Director shall be elected for a term of two (2) years and until his or her successor has been chosen and qualified. A Director’s term shall end at the adjournment of the annual meeting at which the election of his or her successor has been announced, or at such other time as may be provided by law. Directors shall be elected by the Members as provided in Section 4.3, or in the case of a vacancy, as provided in Section 4.5. Sections 4.3, 4.4 and 4.5 noted in this Section 4.1 are references to those same sections in the Bylaws of Wilderness Condominium Association, Inc. and are incorporated herein.

**4.2 Organizational Meeting.** The organizational meeting of the Board for the purpose of electing the executive officers shall be held immediately following the adjournment of the annual meeting at the principal office of the Club without any further notice.

**4.3 Board Meetings and Notice to Directors.** Regular meetings of the Board may be scheduled in advance from time to time by the Board. Notice of the date, time and place of such regular meetings shall be posted on the Club Premises and such meetings may be held without further notice to the Members or the Board.

Special meetings may be called from time to time by the President and shall be called by the Secretary upon written request of at least one-third (1/3) of the members of the Board. Two (2) days' notice of the date, time, place and purposes of such special meetings shall be given to each Director by delivery of written notice or by telephonic communication and by posting a notice of such meeting, together with an agenda, on the Club premises for at least two (2) days before the meeting. The Board shall designate from time to time a specific location on the Club premises where notices of the special meetings shall be posted.

Except during an emergency, as defined in Section 4.15 of these Bylaws, all meetings of the Board shall be held in Collier County, Florida.

4.4 **Waiver of Notice.** Any Director may waive in writing notice of the date, time, place and purposes of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.5 **Member Participation.** Except as otherwise provided in these Bylaws, meetings of the Board may be attended by the Members and Members shall have the right to speak on all matters. The Board may adopt reasonable rules governing participation by Members and may, in its sole discretion, convene or adjourn a meeting to be held in Executive Session when deliberations by the Board will be conducted without the presence of Members who are not members of the Board or who are not invited by the Board to attend the Executive Session, but such Executive Session shall be limited to:

- (i) Matters dealing with existing or potential litigation and the settlement of claims made against the Club.
- (ii) Consideration of the actions of Members, Guests, and Lessees which could result in a reprimand or suspension of Membership.
- (iii) Club employee relationships;
- (iv) The status of contractual negotiations with third parties.
- (v) Such other matters as the Board, in good faith, may determine that the publication of such matters or negotiations would not be in the best interests of the Club or its Members, provided that the Board shall not take any final action regarding such matters during its Executive Session.

Minutes of Executive Sessions of the Board shall not be available for inspection by the Members unless the Board otherwise directs.

4.6 **Quorum of Directors.** A quorum shall exist at a Board meeting only when at least six (6) of the Directors are present.

4.7 **Attendance by Telephone.** Members of the Board or any committee appointed by the Board or by the President may participate in any meeting of the Board, or committee, by means of a conference telephone or similar communication equipment that permits each Director or committee member to speak to and be heard by all other Directors or committee

members. Participation by such means shall be deemed equivalent to presence in person at such meeting.

4.8 **Vote Required.** The acts approved by a majority of those Directors present at a meeting at which a quorum is present are the acts of the Board, except when approval by a greater number of Directors is specifically required by these Bylaws or by applicable law. Directors may not vote by proxy at Board meetings and there shall be no vote by secret ballot, except that officers may be elected by secret ballot if the Board so wishes.

4.9 **Presumption of Assent.** 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 or she voted against such action or abstained from voting. The vote against or the abstention of each Director on each issue voted upon shall be recorded in the minutes.

4.10 **Adjourned Meetings.** If there is less than a quorum present at any meeting of the Board, a majority of those present may adjourn and reconvene the meeting from time to time until a quorum is present. If a quorum is present at any reconvened meeting, any business may be transacted that might have been transacted at the meeting originally called.

4.11 **The Presiding Officer.** The President of the Club, or in his or her absence, a Vice President, shall be the presiding officer at all meetings of the Board. If neither the President nor a Vice President is present, the presiding officer shall be selected by a majority vote of the Directors present at the meeting.

4.12 **Compensation and Expenses of Directors.** Directors shall not receive compensation for their services. Directors may be reimbursed for reasonable expenses relating to the proper discharge of their duties upon approval by the Board.

4.13 **Committees.** The President, subject to approval by the Board, may appoint from time to time such committees as may be deemed necessary or convenient for the efficient or effective operation of the Club. Such committees shall have the powers and duties assigned to them. Members may not attend any committee meeting without the prior approval of the chairperson of the applicable committee; except that Members may attend and participate in meetings of committees which have been delegated authority to:

- (A) Act for and in place of the Board including the power to authorize expenditure of funds; or
- (B) To prepare a proposed budget.

In each such case, the committee shall post a notice of such meeting on the Club at least two (2) days before the date of such meeting.

4.14 **Initiation Fee.** The Board may establish from time to time in its sole discretion initiation fees or membership transfer fees ("Initiation Fee") to be paid to the Club by new

Members. The purpose of this fee is to compensate the Club in part for the value of the Club facilities which are being made available to each new Member. The Board may also from time to time in its sole discretion allocate a portion of the Initiation Fee, as authorized by Article II.D of the Articles of Incorporation of the Club, to the former Member whose membership has been transferred.

**4.15 Emergency Powers.** In case of any “emergency” as defined below, the Board may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (A) The Board may name as assistant officers persons who are not Directors in order to accommodate the absence or incapacity of any executive officer. During any emergency, the assistant officers shall have the same authority as the executive officers to whom they are the assistant.
- (B) The Board may relocate the principal office, specify alternate principal offices, or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given to only those Directors with whom it is practicable to communicate. The notice may be given in any practicable manner, including publication or radio. The Director or Directors present at such a meeting shall constitute a quorum.
- (D) Corporate action taken under this Section in good faith during what is reasonably believed to be an emergency to further the affairs of the Club shall bind the Club, and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, Director, or employee of the Club acting under this Section with a reasonable belief that his or her actions are lawful, and without good cause to believe that his or her actions are unlawful, shall incur no liability for doing so.
- (F) These emergency Bylaws supersede any inconsistent or contrary provisions of the Bylaws during any emergency.
- (G) For purposes of this Section, an “emergency” exists only when the Club, or the immediate geographic area in which the Club is located, is subject to:
  - (1) a state of emergency declared by local civil or law enforcement authorities;
  - (2) a hurricane warning;

- (3) a partial or complete evacuation order;
- (4) federal or state “disaster area” status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Club and its facilities, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
- (6) An “emergency” also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

## **SECTION 5. OFFICERS**

5.1 **Executive Officers.** The executive officers of the Club shall be the same as the executive officers of the Condominium and the persons holding such offices shall be the same persons who are elected as officers of the Condominium. The qualifications, method of election, term of office and method of removal from office shall be as provided in the Bylaws of the Condominium.

5.2 **The President.** The President shall be the chief executive officer of the Club and, subject to approval by the Board, he or she shall:

- (A) Supervise the business of the Club, its officers, employees, and committees;
- (B) Execute on behalf of the Club, notes, deeds, mortgages, bonds, contracts and other instruments;
- (C) Appoint all committees necessary or convenient for the efficient or effective operation of the Club and remove members of such committees;
- (D) Prescribe the duties of officers and employees of the Club; and
- (E) Hire and remove employees of the Club.

The President shall be an ex-officio member of all committees and shall have the power to delegate to officers and employees of the Club the supervision of the business operations (including the hiring and removal of employees) of the Club as he or she may deem necessary or desirable.

5.3 **The Vice President.** The Vice-Presidents in order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall also perform such other duties as the Board may direct.

5.4 **The Secretary.** The Secretary shall perform all duties of the office of Secretary as required by law and as directed by the Board or the President, including:

- (A) Supervise the recording and custody of the minutes of the meetings of the Board and of the Members;
- (B) Supervise all communications of the Club;
- (C) Cause to be mailed and posted all notices of meetings of the Board and the Members as required by law;
- (D) Maintain custody of the seal of the Club and affix the same to instruments when duly executed on behalf of the Club;
- (E) Supervise the maintenance of all records and correspondence of the Club, except the records maintained by the Treasurer; and
- (F) Supervise the maintenance of all membership records including applications for membership and transfers as well as the names and addresses of all Members and Lessees.

The Assistant Secretary, if any, shall perform the duties of the Secretary in the absence of the Secretary and as directed by the President and the Board.

5.5 **The Treasurer.** The Treasurer shall perform any and all duties of the office of Treasurer as required by law and as directed by the Board and the President, including:

- (A) The collection of all monies due the Club for dues, charges, fees and assessments from Members and all amounts due from others;
- (B) Cause to be maintained books of account and all financial records of the Club and cause to be prepared and submit to the Board proposed budgets and financial statements as requested by the Board; and
- (C) Cause to be deposited all monies of the Club in accounts in the name of the Club in such financial institutions as designated by the Board (subject to any restrictions imposed by law).

The Assistant Treasurer, if any, shall perform the duties of the Treasurer in the absence of the Treasurer and as directed by the Board or the President. The Treasurer shall

be the Chairman of the Finance Committee and shall participate with the Finance Committee in the preparation of the annual budget and its presentation to the membership.

5.6 **Compensation of Officers and Expenses.** Officers shall not receive compensation for their service. Officers may be reimbursed for reasonable expenses relating to the proper discharge of their duties upon approval by the Board.

## **SECTION 6. FISCAL MATTERS**

6.1 **Depository.** The Club shall deposit its funds with such financial institutions 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 Club funds, in its sole discretion, in interest-bearing accounts, money market funds, certificates of deposit, obligations of the United States and any state, territory or agency thereof, and other similar investments.

6.2 **Budget.** The Board shall, prior to the end of each fiscal year, adopt a budget for income and expenses of the Club for the next fiscal year. A copy of the proposed budget, prepared in consultation with the Finance Committee, and a notice stating the time and place of the meeting at which the budget will be considered, shall be mailed or hand delivered to each Member not less than fourteen (14) days prior to that meeting. The Board may establish one or more reserve accounts for general operating expenses, improvements, repairs or deferred maintenance and the amounts so reserved shall be shown in the proposed budget. The amounts so reserved may be used for any purpose approved by the Board.

6.3 **Annual Assessment of Dues.** The adoption of the budget by the Board shall constitute an assessment against each Member for an equal share of the dues income contained in the adopted budget (“Dues”). Dues shall be paid in monthly installments on the first day of each month. Written notice of the due date of the Dues shall be given to each Member at least ten (10) days prior to the due date. If an annual budget has not been adopted for any year, monthly payments of Dues shall continue in the same amount as in effect for the prior year. After adoption of the annual budget, any underpayment or overpayment (based on the difference between the dues paid on account and the dues owing under the adopted budget) shall be added to or subtracted from each Member’s next monthly payment.

6.4 **Special Assessments.** Special assessments may be levied by the Board for any of the following purposes:

- (A) To meet unusual, unexpected, emergency, non-recurring, or unbudgeted expenses for the proper care and maintenance of the Club facilities;
- (B) To pay the costs of additions, modifications, renovations, and replacements of Club facilities; and

- (C) To purchase real estate and other property for use by the Club.

If the amount of such assessment exceeds fifteen percent (15%) of the dues income of the Club for the fiscal year preceding the date of the assessment, the assessment must be approved by at least two-thirds (2/3rds) of the Members present in person or by proxy at a meeting called for that purpose.

**6.5 Use of Funds.** The purpose of any special or capital assessment shall be set forth in a written notice of such assessment mailed or hand delivered to each Member. The funds collected pursuant to a special or capital assessment shall be used only for the purposes set forth in such notice. Upon completion of such purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, be returned to the Members or applied as a credit toward future assessments.

**6.6 Fidelity Bonds.** The Club shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Club. As used in this section, the term "persons who control or disburse funds of the Club," includes but is not limited to those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Club. The Club shall bear the cost of bonding.

**6.7 Financial Reports.** Not later than ninety (90) days after each fiscal year the Club shall mail or deliver to each Member a complete financial report for the preceding fiscal year in accordance with the provisions of Section 617.1605 of the Florida Not For Profit laws and such report shall be audited in accordance with generally accepted auditing standards by an independent certified public accountant.

**6.8 Commingling.** All funds shall be maintained separately in the Club's name. Reserve and operating funds may be commingled for purposes of investment, but separate ledgers must be maintained for each account. Club funds shall not be commingled with funds of the Condominium; however, the Club may borrow funds from the Condominium on mutually agreeable terms.

**6.9 Fiscal Year.** The fiscal year for the Club shall begin on the first day of January of each year. The Board, in its discretion, may change the fiscal year of the Club.

## **SECTION 7. RULES AND REGULATIONS**

**7.1 Rules and Regulations.** The Board may from time to time adopt, interpret and amend rules and regulations governing decorum and the use of Club facilities, and may establish from time to time fees and charges for the use of such facilities. All persons having the right to use the Club facilities, as members or otherwise, shall be required to observe such rules and regulations. In establishing rules and regulations for the use of Club facilities and schedules of fees and charges, the Board may establish and differentiate among classifications of persons having the right to use the Club facilities, and may take into

account all factors which are determined to be appropriate in promoting and preserving the club as a social, golf and recreational club for the benefit of its members, including the capacity of the Club's golf course, tennis courts and other facilities, seasonal variation in use, and other criteria determined by the Board to be fair and reasonable. The Board may enforce such rules and regulations by the imposition of fines and penalties and by the suspension of the right to use the Club facilities authorized by Section 8 of these Bylaws. Copies of such rules and regulations shall be furnished to each Member. Any rule or regulation of the Club must relate reasonably to the promotion of the general welfare of the Club and its Members and shall be uniformly applied and enforced.

7.2 **Lessees.** The Board may include in an application for temporary use of Club facilities by a prospective lessee an undertaking to observe the Club rules and regulations.

## **SECTION 8. VIOLATIONS AND REMEDIES**

Each Member, including his or her family, guest, invitee and Lessee shall be governed by and comply with all applicable laws, including, without limitation, the Articles of Incorporation, Bylaws and Rules and Regulations from time to time adopted by the Club ("Applicable Law"). If there is (i) any failure to comply with the provisions of Applicable law, (ii) any conduct deemed by the Board as improper or likely to endanger the welfare, safety, harmony or reputation of the Club, or (iii) any failure to pay the Club on or before the due date any dues, fees, assessments or other charges [(i)-(iii) above collectively referred to as "Violations"], the Board may undertake any or all of the actions described in Section 8.1 through 8.3 which are permitted by law and, in addition, the Board may pursue any other legal remedies authorized by law.

8.1 **Reprimands.** The Board may reprimand any Member, including his or her family, guest, invitee or Lessee, who causes or condones any Violation. The reprimand shall be in such form as the Board may determine.

8.2 **Suspension.** The Board may suspend the membership privileges of any Member, including his or her family, guest, invitee or Lessee, who causes or condones any Violation. The suspension shall extend to such privileges and for such duration as the Board may determine.

8.3 **Fines.** Subject to the provisions of Section 8.4, the Board may assess fines against any Member who, or whose family, guest, invitee or Lessee, causes or condones any Violation. Fines may be assessed as the Board deems necessary to deter future Violations and to compensate the Club for damages and expenses arising from the Violation.

8.4 **Notice and Hearing.** Before any suspension or fine may be imposed by the Board, a notice of a hearing shall be given and a hearing shall be held in accordance with the following provisions:

- (A) **Notice.** The Board shall give to the Member against whom the fine or suspension is proposed, a written notice of a hearing, mailed or hand delivered to the Member at the address last furnished to the Club, at least five (5) days before the date of the hearing, which notice shall include:
- (1) A statement of the date, time and place of the hearing;
  - (2) A description of the Violation; and
  - (3) The amount of the proposed fine (if any) and/or the duration of the suspension.
- (B) **Hearing.** At the hearing, the Member shall have a reasonable opportunity to respond to the alleged Violation, to present evidence and to provide written and oral arguments on all issues, and to review, challenge and respond to any evidence or testimony presented by the Board. The hearing shall be conducted before a panel of at least two (2) Member or spouses appointed by the Board, none of whom may then be serving as an officer or Director of the Club. Legal counsel shall not be present at the hearing to represent either the Club or the Member. If the panel, by majority vote, does not agree with the proposed fine or suspension, the fine or suspension may not be imposed, otherwise the fine or suspension shall be imposed as proposed by the Board.

8.5 **Finality of Board Determination.** The determination by the Board of what constitutes a Violation shall be final and binding on all Members.

8.6 **Notice of Unpaid Dues.** Notice in writing of unpaid dues, fees, assessments and other charges owing to the Club shall be mailed or hand delivered to each Member in default, at the address last furnished to the Club, at least twenty (20) days before any action shall be taken to suspend or fine such Member.

8.7 **Lien Against Certificate.** A Member's indebtedness to the Club, including dues, fees, assessments, or other charges shall be a charge against and a lien on the membership certificate of such Member and must be paid before any transfer or lease of a Unit shall be effective. The lien of the Club shall extend to the right of a Member to receive the equity portion of any Initiation Fee paid by the transferee of a Member's Unit ("Member's Equity"), and the Club is expressly authorized to apply the Member's Equity against the unpaid indebtedness owing by the Member to the Club.

8.8 **Availability of Remedies.** Each Member, for himself or herself and his or her heirs, successors and assigns, agrees to the foregoing provisions of this Section 8 regardless of the remedy utilized by the Club and regardless of the availability of other legal remedies. It is the intent of all Members to give the Club methods and procedures which will enable it to operate on a businesslike basis, to collect those monies owing to it, to preserve the Members'

right to enjoy the Club facilities free from unreasonable interference and annoyance and to enforce compliance with Applicable Law.

8.9 **No Waiver of Rights.** The failure of the Club or of a Member to enforce any right, provision, covenant or condition shall not waive the right of the Club or Member to enforce such right, provision, covenant or condition in the future.

8.10 **No Election of Remedies.** All rights, remedies and privileges of the Club or of the Members shall be deemed to be cumulative, and the exercise of any one or more shall not constitute an election of remedies, nor shall it preclude a party from exercising any other or additional rights, remedies or privileges.

## **SECTION 9. AMENDMENT OF BYLAWS.**

These Bylaws may be amended in the following manner:

### **9.1 Procedure.**

- (A) Amendments to these Bylaws may be requested by a majority of the Directors or by written petition to the Board signed by at least twenty-five percent (25%) of the Members, unless, however, any such amendment seeks to amend provisions related to any Restricted Actions or Excluded Actions. in which case such amendment shall be requested either by written petition to the Board signed by at least a majority of all Members of the Club or, alternatively, upon a determination by at least two-thirds (2/3<sup>rds</sup>) of the Directors that such amendment is in the best interests of the Club and its members.
- (B) The President shall call a special meeting of the Members to consider the proposed Bylaw amendment, or include the proposed amendment on the agenda for an annual meeting of the Members, not later than the next annual meeting for which proper notice can be given at the time the amendment is proposed.
- (C) Except as otherwise provided by law, any proposed amendment, including any proposed amendment to provisions related to Excluded Actions, shall be adopted if it is approved by two-thirds (2/3<sup>rds</sup>) of all of the voting Members of the Club present, in person or by proxy, at any annual or special meeting called for that purpose, or without a meeting in accordance with Section 3.9 of these Bylaws, unless, however, any proposed amendment seeks to amend provisions related to Restricted Actions, in which case any such amendment shall be approved by affirmative vote of at least eighty percent (80%) of all

the voting Members of the Club, each voting in person or by proxy at a meeting duly called for that purpose.

9.2 **Recording.** A copy of each adopted amendment shall be attached to a certificate attesting that the amendment was duly adopted, which certificate shall be signed by the President or Vice President of the Club with the formalities of a deed. The amendment shall be effective when the certificate, with a copy of the amendment attached, is recorded in the Public Records of Collier County, Florida.

## **SECTION 10. DEFINITIONS AND MISCELLANEOUS**

10.1 Certain terms used herein shall have the meaning stated below unless the context clearly requires otherwise.

- (A) “Board” means the Board of Directors pursuant to the Bylaws of the Club, a Florida not for profit corporation, which is responsible for conducting the Club’s affairs.
- (B) “Club” means the Wilderness Country Club, Inc., a Florida not for profit corporation, and not a condominium.
- (C) “Condominium” means the Wilderness Condominium Association, Inc., f/k/a The Wilderness Country Club Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the eleven (11) condominiums which are part of the development known as the Wilderness Country Club.
- (D) “Initiation Fee” means the fee required to be paid by new Members as specifically provided in Sections 2.3 and 4.14 of these By-Laws.
- (E) “Lessee” means a person leasing or renting a Unit in accordance with the provisions of Article VII the Declaration of Condominium of each of the eleven (11) condominiums operated by the Association.
- (F) “Member” means a member of the Club as defined in Section 2.1 of these By-Laws.
- (G) “Owner” or “Unit Owner” means the record owner of title to a Unit.
- (H) “Rules and Regulations” means the rules, regulations and policy decisions made or promulgated by the Board, governing the use of the Club property and facilities.

- (I) “Unit” means a part of the eleven (11) condominiums which is operated by the Condominium and which is subject to separate ownership and conveyance.

10.2 **Severability.** Should any part of these Bylaws be declared void or unenforceable, the remaining Bylaws shall remain in full force and effect.

10.3 **Conflict.** If any irreconcilable conflict or disagreement should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the interpretation of any provision of the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail over the provisions of these Bylaws.

10.4 **Action Pursuant to Advice of Attorneys.** Any action taken by any officer or Member of the Board pursuant to the advice of any attorney retained by the Club shall be deemed conclusively to have been lawful and to have been taken in good faith in the reasonable belief that such action was in and not opposed to the best interest of the Association.

10.5 **Parliamentary Rules.** Roberts’ Rules of Order (latest edition) shall guide the conduct of all meetings of the Members, Board and Committees when not in conflict with the law. The presiding officer or chairman may appoint a Parliamentarian to assist on questions of procedure, but the decision of the presiding officer or Chairman on questions of parliamentary procedure shall be final unless an appeal is immediately taken as provided in Roberts’ Rules of Order. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.