

AMENDED AND RESTATED  
BYLAWS  
OF  
WILDERNESS CONDOMINIUM  
ASSOCIATION, INC.

As amended through the 9<sup>th</sup> day of February 2009

*Substantial changes have been made to these Bylaws of Wilderness Condominium Association, Inc. Refer to the Bylaws recorded in Official Records Book 1906, pages 1414, et seq., of the public records of Collier County, Florida, and all amendments thereto, for the original text.*

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**AMENDED AND RESTATED  
BYLAWS  
OF  
WILDERNESS CONDOMINIUM ASSOCIATION, INC.**

**SECTION 1. GENERAL.**

These are the Amended and Restated Bylaws of Wilderness Condominium Association, Inc., hereinafter the "Condominium," a corporation not for profit, organized under Florida law for the purpose of administering eleven (11) condominiums which are part of a development known as "Wilderness Country Club," pursuant to the Florida Condominium Act.

**1.1 Principal Office.** The principal office of the Condominium shall be at 101 Clubhouse Drive, Naples, Florida 34105, or at such other place in Collier County, Florida as the Board of Directors may determine.

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

**SECTION 2. MEMBERS.**

The Members of the Condominium shall be the record owners of legal title to each Unit. After written approval by the Condominium of the transfer of a Unit, as provided in the Declaration of Condominium, membership in the Condominium shall be effective upon: (i) recording in the Public Records of Collier County, Florida of a deed or other instrument establishing a record title to a Unit and (ii) providing a copy of the recorded deed or other instrument to the General Manager of the Condominium. If a Unit is owned by two or more individuals, or by a corporation, partnership, trust or other legal entity, there shall be only one Member of such Unit who shall be a natural person designated by the individuals or by the corporation, partnership, trust or other legal entity. 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.

**2.1 Voting Rights.** Each Member of the Condominium is entitled to one (1) vote for each Unit owned by such Member. The vote of a Unit is not divisible and the right to vote may not be denied because of any delinquency in the payment of dues or assessments. If the Owner or Owners of a Unit have failed to designate the Member of such Unit as provided in this Section 2, the vote of such Unit shall be disregarded for all purposes.

**2.2 Termination of Membership.** Termination of membership in the Condominium does not relieve or release any former Member from any liability or obligation incurred under, or in any way connected with, the Condominium during his, her or its ownership of a Unit, nor does it impair any rights or remedies the Condominium may have against any former Member arising out of, or connected with, such ownership and the covenants and obligations incident thereto.

**2.3 Transfers of Membership.** After written approval by the Condominium, a change of membership in the Condominium shall be effective upon recording in the Public Records of Collier County, Florida, a deed or other instrument establishing a record title to a Unit and after providing a

copy of the recorded deed or other instrument to the General Manager of the Condominium. Thereupon the grantee in such instrument will become a Member of the Condominium and the membership of the prior owner shall be automatically terminated. To the extent not prohibited by the Declaration, approval by the Condominium shall not be required upon the transfer of a Unit or Units owned by a deceased Member to his or her spouse pursuant to the provisions of a joint tenancy, will, intestate succession or by operation of law.

### **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 of Directors of the Condominium (the "Board"), or at such other date, place or time as permitted by law, for the purpose of transacting any business authorized by law. At the beginning of the annual meeting, all ballots cast in the annual election of Directors shall be counted and results announced.

**3.2 Special Meetings.** 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 held whenever called by a written petition to the Board of ten percent (10%) of the voting interests of the Condominium. Such petition shall state the purposes of such 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.** Except as otherwise provided in Section 3.4 below, written notice of all meetings of the Members must be mailed by first class mail, postage prepaid, or hand-delivered to each Member at least fourteen (14) days before the meeting and must be posted in a conspicuous place at the principal office of the Condominium at least 14 continuous days preceding the meeting. The Board shall, from time to time, designate a specific location at the principal office of the Condominium for the posting of notices of meetings of the Members and shall notify the Members of that location. The notice must state the time, date, and place of the meeting, and include an agenda. Notices must be mailed or hand-delivered to each Member at the address last furnished to the Condominium by the Member. Each Member bears the responsibility for notifying the Condominium of any change of address. Any Member entitled to receive notice of any meeting may waive notice by written waiver. Attendance at any meeting by a Member constitutes waiver of notice by that Member, unless the Member objects to the lack of notice at the beginning of the meeting. An officer of the Condominium shall provide an affidavit to be included in the official records of the Condominium, affirming that notices were mailed, or hand delivered to each Member, and posted as provided in this Section 3.3. If ownership of a Unit is transferred after notice has been mailed or hand-delivered, no separate notice to the new owner is required.

**3.4 Notice of Annual Meeting; Special Requirements.** At least sixty (60) days prior to an annual meeting, the Condominium shall mail or hand-deliver to each Member entitled to vote, a first notice of the date of the annual meeting and election. A notice of the annual meeting, together with an agenda, shall also be posted in a conspicuous place at the principal office of the Condominium for at least fourteen (14) days prior to the annual meeting. The notice and agenda for the annual meeting shall also be mailed or hand-delivered at least fourteen (14) continuous days prior to the meeting to each Member. Notices which are mailed shall be by first class mail, postage prepaid. An affidavit of the officer or other

person making the mailing or delivery shall be retained in the Condominium records as proof of mailing or delivery.

**3.5 Quorum.** A quorum at a Members' meeting shall be the presence, either in person or by proxy, of at least a majority of all Members of the Condominium. 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.

**3.6 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 the Condominium Documents, or any applicable law.

**3.7 Proxy Voting.** Except as otherwise provided by law, Members may vote by proxy. However, proxies shall in no event be used to elect members of the Board, except as provided in Section 4.4 to fill certain vacancies caused by recall. "**Limited proxies**" must be used for votes taken to waive reserves or financial statement requirements, to amend the Condominium Documents, and for all other matters for which the Florida Condominium Act requires or permits a vote of the Members. "**General proxies**" may be used to establish a quorum for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy is valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy shall be valid 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 Condominium. No proxy shall be valid if it names more than one person as the proxyholder, but the proxyholder may, if the proxy so provides, to substitute another qualified person as the proxyholder.

**3.8 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 the adjourned meeting, it shall continue in effect (but not in excess of 90 days after the date of the adjourned meeting) 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.

**3.9 Minutes.** Minutes of all meetings of Members shall be kept in a businesslike manner, available for inspection and copying by Members or their authorized representatives at reasonable times for at least seven (7) years after the meeting. Minutes must be recorded in written form within thirty (30) days after the adjournment of each meeting.

**3.10 Action by Members Without Meeting.** Except for the holding of the annual meeting and the annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, or other instruments expressing approval of the action proposed to be taken, are signed and returned by Members having at least the minimum number of votes that would be necessary to approve the action at a meeting of the Members, provided that: (i) the Board has authorized the solicitation of the Members' Consent, (ii) there has been mailed to each Member a copy of the proposed action, a description or explanation of such proposed action, a ballot for

the consent of the Member and a return addressed envelope, said mailing to have been completed at least thirty (30) days before the final date established by the Board for the receipt of consents; and (iii) a copy of the information mailed to the Members has been posted as provided in Section 3.3 of these Bylaws within five (5) days of the mailing. If the requisite number of written consents are received by the Secretary within sixty (60) days after the date of the mailing of the notice of the proposed action, or such earlier date as established by the Board, the proposed action so authorized shall be in full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the sixtieth (60th) day or such earlier date established by the Board. Within ten (10) days thereafter, the Condominium shall send written notice of the action taken to all Members. Nothing in this paragraph affects the rights of Members to call a special meeting of the Members, as provided for by Section 3.2 above or as otherwise provided by law. If the vote is taken by the method described in this Section 3.10, the list of Members on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

#### **SECTION 4. BOARD OF DIRECTORS.**

The administration of the affairs of the Condominium shall be by the Board. All powers and duties granted to the Condominium by the Condominium Documents or as otherwise provided by law, shall be exercised by the Board, subject to the approval of, or consent by, the Members only when specifically required by the Condominium Documents or other applicable law.

**4.1 Number and Terms of Service.** To comply with Section 718.112(2)(b)1, Florida Statutes (2008), all Directors will be elected for a two (2) year, staggered term. The staggered term will be implemented as follows: at the 2009 Annual Meeting, the four (4) seats which expire at said meeting shall be filled by an election wherein two (2) persons are elected for a term of two (2) years and two (2) persons are elected for a term of one (1) year; at the 2010 Annual Meeting, the three (3) seats which expire at said meeting pursuant to the Association's previous (three year) election system and the two (2) seats which will expire at said meeting pursuant to the 2009 Annual Meeting shall be held open for the election of five (5) persons to two (2) year terms; and at the 2011 Annual Meeting, the four (4) seats which expire at said meeting pursuant to the Association's previous (three year) election system and the two (2) seats which will expire at said meeting pursuant to the 2009 Annual Meeting shall be held open for the election of six (6) persons to two (2) year terms. It is the intention of these Bylaws that a staggered Directorate be maintained, with five (5) Directors elected for two (2) year terms in one year, six (6) Directors elected for two (2) year terms the following year, and so on. In any election where candidates are elected for different terms (such as at the 2009 Annual Meeting wherein two persons are elected for two years and two persons are elected for one year) those candidates receiving the higher number of votes shall be elected to the lengthier seat. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two year terms and which shall serve the one year terms. This decision shall be recorded in the minutes of a duly notice Board of Directors' meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter seats, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term.

**4.2 Qualifications and Search Committee.** Each Director must be at least eighteen (18) years of age, and must also be a Member or the lawful spouse of a Member. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her rights restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The Board shall not create any committee for the purpose of nominating candidates for election to the Board. However, the Board may create a Search Committee to seek out and encourage qualified persons to seek election to the Board.

**4.3. Annual Elections.** At each annual meeting, the Members shall elect as many Directors as there are regular terms of Directors then expiring. Notice of such annual meeting shall be given pursuant to the provisions of Section 3.4 of these Bylaws. Any eligible person desiring to be a candidate for the Board must give written notice to the Condominium at least 40 days before the date of the annual meeting. At least 14 days before the date of the annual meeting, the Condominium shall mail or deliver a second notice of the election to all Members, together with a ballot which shall list all candidates alphabetically. Upon request of a candidate, the mailing of the second notice and ballot shall include a one page (one side only and not larger than 8.5" x 11" ) information sheet, provided that the information sheet which describes the qualifications and objectives of the candidate, is furnished by the candidate to the Condominium at least 35 days prior to the date of the annual meeting. The elections shall be decided by a plurality of the ballots cast, and there shall be no quorum requirement; however at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. All other matters relating to the election, such as the method of casting and counting ballots, shall be conducted in accordance with the provisions of the Florida Condominium Act and any rules and regulations issued thereunder.

**4.4 Removal or Recall of Directors.** Any or all Directors may be removed with or without cause by a written agreement executed by a majority of all Members of the Condominium or at a special meeting of the Members by a vote of a majority of all Members of the Condominium. In each instance, the procedures to be followed shall be in accordance with Section 718.112, *Florida Statutes*, as amended from time to time.

**4.5 Vacancies.** If the office of any Director becomes vacant for any reason except vacancies to be filled at the annual meeting, a successor or successors to fill the remaining unexpired term shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, although less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors even though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with the administrative rules of the Division of Florida Land Sales governing the method of selecting successors, and providing for the operation of the Condominium during the period after the recall but prior to the designation of successor Directors.

**4.6 Organizational Meeting.** The organizational meeting of the Board for the purpose of electing the executive officers of the Condominium shall be held immediately following the adjournment of the annual meeting at the principal office of the Condominium without any further notice. At the organizational meeting, the Board shall appoint a temporary chairperson to preside at the meeting until the election of the President or other officer empowered to preside at the meeting.

**4.7 Board Meetings Notice to Directors.** Regular meetings of the Board may be scheduled in advance from time to time by the Board and such meetings may be held without further notice to 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 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 at the principal office of the Condominium for at least two days (2) before the meeting.

Except during an emergency, as defined in Section 4.19 of these Bylaws, all meetings of the Board shall be held in Collier County, Florida.

**4.8 Board Meetings Notice to Members.** A notice and agenda for each meeting of the Board shall be posted conspicuously at the principal office of the Condominium for at least forty-eight (48) continuous hours in advance of each Board meeting. Notice of any Board meeting at which a non-emergency special assessment or a rule restricting the use of Units is to be considered for any reason shall be mailed to each Member at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2.

Any item not included in the notice or agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency actions shall be noticed and ratified at the next regular meeting of the Board.

The Board shall designate from time to time a specific location at the principal office of the Condominium where notices of the special meetings shall be posted.

**4.9 Waiver of Notice.** Any Director may waive notice in writing of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

**4.10 Member Participation.** Meetings of the Board shall be open to the Members, except for meetings with the Condominium's attorney with respect to proposed or pending litigation and when the meeting is held for the purpose of seeking or rendering legal advice. Members who attend meetings of the Board shall have the right to speak with reference to all agenda items and to tape record and videotape meetings. The Board may adopt reasonable rules governing participation by Members.

**4.11 Quorum of Directors.** A quorum shall exist at a Board meeting only when at least six Directors are present.

**4.12 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.

**4.13 Vote Required.** The acts approved by a majority of those Directors present at a meeting while a quorum exists are the acts of the Board, except when approval by a greater number of Directors is specifically required by the Condominium Documents 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 chooses.

**4.14 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.

**4.15 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. At any reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally called.

**4.16 The Presiding Officer.** The President of the Condominium, 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 majority vote of the Directors present at the meeting.

**4.17 Directors' Fee and Expenses.** 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.

**4.18 Committees.** The President, subject to approval by the Board, may appoint from time to time such committees as may be necessary or convenient for the efficient or effective operation of the Condominium. 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 the expenditure of funds, or
- (B) prepare a proposed budget.

In each such case the committee shall post a notice of such meeting at the principal office of the Condominium at least 48 hours before the date of the meeting.

**4.19 Emergency Powers.** In case of any “emergency” as defined in Section 4.19(G) 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 Condominium shall bind the Condominium, and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director, or employee of the Condominium 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 Condominium, or the immediate geographic area in which the condominium 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 condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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 Condominium shall be a President, who must be a director, one or more Vice-Presidents, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Directors at the organizational meeting. Subject to the power of removal, the executive officers shall hold office until the adjournment of the next annual meeting of the Members. The Board by a majority vote of the Directors at any meeting of the Board may: (i) remove any executive officer with or without cause, and (ii) if there is a vacancy in any executive office for any reason, elect a successor executive officer. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Condominium.

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

- (A) Supervise the business operations of the Condominium, its officers, employees and committees,
- (B) Execute on behalf of the Condominium notes, deeds, mortgages, bonds, contracts and other instruments,
- (C) Subject to approval by the Board, appoint all committees necessary or convenient for the efficient or effective operation of the Condominium and remove members of such committees,
- (D) Prescribe the duties of officers and employees of the Condominium, and
- (E) Hire and remove employees of the Condominium.

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

**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 shall perform such other duties as the Board may direct.

**5.4 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 meetings of the Board and of the Members;

- (B) Supervise all communications of the Condominium;
- (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 Condominium and affix the same to instruments when duly executed on behalf of the Condominium;
- (E) Supervise the maintenance of all records and correspondence of the Condominium, 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 Treasurer.** The Treasurer shall perform all duties of the office of Treasurer as required by law and as directed by the Board or the President, including:

- (A) The collection of all monies due the Condominium 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 Condominium and cause to be prepared and submitted to the Board proposed budgets and financial statements as requested by the Board;
- (C) Cause to be deposited all monies of the Condominium in accounts in the name of the Condominium in such financial institutions as designated by the Board (subject to any restrictions imposed by law); and
- (D) Cause the Condominium to obtain and maintain adequate insurance or fidelity bonds of all persons who control or disburse funds of the Condominium as required by Section 718.111(11) of the Condominium Act as amended from time to time and as provided in Section 6.8.

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 Chair 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 and Expenses of Officers.** No compensation shall be paid to officers for their services. Officers may be reimbursed for reasonable expenses relating to the proper discharge of their duties upon approval by the Board.

## SECTION 6. FISCAL MATTERS.

The provisions for fiscal management of the Condominium set forth in the Declaration of Condominium shall be supplemented by the following provisions to the extent not otherwise prohibited by law:

**6.1 Deposit of Funds and Investments.** The Condominium 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 the funds of the Condominium, 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 of common expenses in advance for the next fiscal year. A copy of the proposed budget prepared in consultation with the Finance Committee and a notice stating the time, date and place of the meeting of the Board 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 proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications specified in the Florida Condominium Act or any rules issued thereunder as amended from time to time. The proposed budget may be amended by the Board prior to its adoption.

**6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget shall include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing, and shall also include any other planned or foreseeable capital expenditure or deferred maintenance item with a current estimated replacement cost of more than \$10,000. The amount to be reserved shall be computed by a formula based upon estimated remaining useful life and estimated replacement cost of each item. These reserves shall be funded unless the Members determine, by vote of a majority of the Members present in person or by proxy at a meeting duly called for the purpose, to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce the funding of reserves, if any is taken, may be taken only after the proposed budget has been mailed or hand-delivered to the Members as required by Section 6.2 above. Reserves funded under this paragraph, and any interest earned thereon, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the Members present in person or by proxy at a meeting duly called for the purpose.

**6.4 Other Reserves.** In addition to the statutory reserves provided in Section 6.3 above, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or cash flow shortfalls. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

**6.5 Annual Assessments of Dues.** Annual assessments of dues based upon the adopted budget shall be paid in monthly installments, in advance, on the first day of each month of each fiscal year. Written notice of each monthly installment shall be sent to all Members at least ten (10) days prior to the due date. If an annual budget has not been adopted for any year at the time any monthly installment is due,

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 dues paid on account and the dues owing under the adopted budget) shall be added to or subtracted from each Member's next monthly installment or installments.

If the Board adopts an annual budget which requires an assessment of dues against the Members which exceeds 15% of the dues assessment for the preceding year, and if a written request by ten percent (10%) of all Members is received by the Board within twenty-one (21) days after the adoption of the annual budget, the Board shall call a special meeting of the Members to consider a substitute budget; subject, however, to all of the provisions of the Florida Condominium Act, Section 718.112(e)

**6.6 Special Assessments.** Special assessments may be levied by the Board when needed to meet unusual, unexpected, emergency, non-recurring or unbudgeted expenses for the proper care and maintenance of the Units (except that portion of the Unit required to be maintained by the Member owing the Unit), the Common Elements, the Limited Common Elements and all easements serving the Unit. Special assessments shall be paid on the dates specified in the resolution of the Board approving the assessment. The notice to Members that a special assessment has been levied must state the specific purposes for the assessment, and the due date for payment.

**6.7 Capital Assessments.** Capital assessments may be levied by the Board to pay the costs of capital improvements which are not included in the annual assessment (including reserves) of dues or in a special assessment and which are authorized by the Declaration of Condominium, Article V, Section 6, provided however that:

(A) The Board has approved a capital improvement plan which describes the improvements and the estimated costs, and

(B) The capital improvement plan is approved by the affirmative vote of two-thirds (2/3) of all of the Members at a meeting called for the purpose or by consent as provided in Section 3.10 of these Bylaws.

**6.8 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 any assessment shall be used only for the purpose or purposes set forth in such notice. Upon completion of such purpose or 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.

**6.9 Fidelity Bonds.** The Condominium shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Condominium as required by Section 718.111(11), Florida Statutes, as amended from time to time. As used in this Section, the term "persons who control or disburse funds of the Condominium" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Condominium. The Condominium shall bear the cost of bonding.

**6.10 Financial Reports.** Not later than ninety (90) days after each fiscal year, the Condominium shall cause to be prepared a complete financial report for the preceding fiscal year in accordance with the provisions of the Florida Condominium Law and the Rules of the Division of Florida Land Sales,

Condominiums and Mobile Homes. The financial report shall be audited in accordance with generally accepted auditing standards by an independent certified public accountant. Within twenty-one (21) days of the completion of such financial report, the Condominium shall mail, hand deliver or make available to each Member, at such Member's request and without charge, a copy of the financial report as required by Section 718.111(13), Florida Statutes.

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

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

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

The Board may, from time to time, adopt, interpret and amend rules and regulations governing the use, transfer, appearance, occupancy, operation, maintenance, management and control of the Units, the common elements and the operation of the Condominium. Copies of such rules shall be furnished to each Member. Any rule or regulation of the Condominium must relate reasonably to the promotion of the general welfare of the Condominium and its Members and shall be uniformly applied and enforced.

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

Each Member and each person occupying a Unit, including his or her family, guest, invitee and Lessee, shall be governed by and comply with all applicable laws, including without limitation, the Florida Condominium Act, the Condominium Documents, and all rules and regulations from time to time adopted by the Condominium ("Applicable Law"). If there is (i) any failure to comply with the Applicable Law, (ii) any conduct determined by the Board as improper or likely to endanger the welfare, safety, harmony or reputation of the Condominium, or (iii) any failure to pay the Condominium on or before the due date dues, fees, assessments or other charges [(i)-(iii) above collectively referred to as "Violation"], the Board may pursue any or all of the actions described in this Section 8 and, in addition, the Board may pursue any other legal or equitable remedies authorized by law.

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

**8.2 Fines.** Subject to the provisions of Section 8.3, the Board may assess fines against a Unit whose Owners, including his or her family, guest, invitee or Lessee, cause or condone any Violation. Fines may be assessed as the Board deems necessary to deter future Violations and to compensate the Condominium for damages and expenses arising from the Violation. However, no fine shall exceed the lesser of: (i) the maximum amount permitted by the Declaration or (ii) the maximum amount permitted by Section 718.303(3), Florida Statutes, as amended. Fines may not be assessed against unoccupied Units. Fines assessed hereunder may be collected by the Condominium in the same manner as annual assessments, but no fine shall become a lien against a Unit.

**8.3 Notice and Hearing.**

(A) Notice. The Board shall give to the Owner of the Unit against which the fine is proposed a written notice of a hearing, mailed or hand delivered to the Unit Owner at the address last furnished to the Condominium, at least five (5) days before the date of the hearing, which notices 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.

(B) Hearing. At the hearing, the Unit Owner 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) Members or spouse of Members appointed by the Board, none of whom may then be serving as an officer or Director of the Condominium. Legal counsel shall not be present at the hearing to represent either the Condominium or the Unit Owner. If the panel, by majority vote, does not agree with the proposed fine, the fine may not be imposed; otherwise the fine shall be imposed as proposed by the Board.

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

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

**8.6 Correction of Health and Safety Hazards.** Any violations which are deemed by the Board to be a hazard to the public health or safety of the Members may be corrected immediately as an emergency matter by the Condominium. The cost thereof shall be charged to the owner of the Unit where the hazard exists and may be enforced by a lien against said Unit as if the charge were a part of the Common Expenses.

**8.7 Mandatory Non-Binding Arbitration.** In the event of any “dispute” as defined in Section 718.1255(1), Florida Statutes, between a Unit Owner and the Condominium arising from the operation of the Condominium, 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 any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

**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 Section 8 of the Bylaws regardless of the remedy

utilized by the Condominium and regardless of the availability of other legal remedies. It is the intent of all Members to give the Condominium methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the Members' right to enjoy the condominium property free from unreasonable interference and annoyance.

**8.9 No Waiver of Rights.** The failure of the Condominium or of a Member to enforce any right, provision, covenant or condition shall not waive the right of the Condominium 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 Condominium 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 Board or by written petition to the Board signed by at least twenty-five percent (25%) of the 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 or by the Condominium Documents, a proposed amendment shall be adopted if it is approved by two-thirds (2/3rds) of the Members present, in person or by proxy, at any annual or special meeting called for that purpose, or without a meeting in accordance with Section 3.10 of these Bylaws.

**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 Condominium 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. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

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

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

(A) **"Board"** means the Board of Directors elected pursuant to the Bylaws of the Association, which is responsible for conducting the Condominium'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 a development known as the Wilderness Country Club.

(D) **"Condominium Documents"** means the Declaration, the Bylaws and Articles of Incorporation for Wilderness Condominium Association, Inc., and all Rules and Regulations.

(E) **"Declaration" or "Declaration of Condominium"** means each of the Declarations of Condominium, and all exhibits thereto, as amended from time to time, as recorded in the Public Records of Collier County, Florida, of the eleven (11) condominiums which are managed by The Wilderness Condominium Association, Inc.

(F) **"Member"** means a member of the Condominium as provided herein.

(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 of Directors, governing the use of the Condominium's property and facilities.

(I) **"Unit"** means a part of the eleven (11) condominiums which are operated by the Condominium and which is subject to separate ownership and conveyance as specified in the Declaration.

**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 Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration of Condominium or 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 Condominium 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 Condominium.

**10.5 Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall guide the conduct of meetings of the Members, the Board and Committees when not in conflict with the law or with the Condominium Documents. The presiding officer may appoint a Parliamentarian to assist on questions of

procedure, but the decision of the presiding officer on questions of parliamentary procedure shall be final unless an appeal is immediately taken as provided in Roberts' Rules or Order. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.