

lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Laws, Section ___ for present text."

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of these By-Laws, a proposed amendment must be approved by at least sixty-seven percent (67%) of the Voting Interests who are present and voting, in person or by proxy, at an annual or special members' meeting at which a quorum has been established. A proposed amendment may also be approved by written consent of the Owners by written consents in lieu of a meeting in the same percentage as required to approve an amendment at a meeting. The By-Laws shall be deemed amended by virtue of revisions to laws, regulations and statutes which control over conflicting provisions of the By-Laws. The Board of Directors shall have the authority to amend the By-Laws in order to conform the provisions thereof with such revisions to laws, regulations and statutes. In addition, the Board of Directors may amend the By-Laws to correct scrivener's errors or omissions, and amend and restate the By-Laws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

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

10. OFFICIAL RECORDS.

10.1 Maintenance of Official Records. The Association shall maintain all of the following items, when applicable, that are required to be maintained as "official records" pursuant to Section 718.111(12) of the Condominium Act:

(A) A copy of the plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Condominium Act.

(B) A copy of the recorded Declaration and By-Laws; a certified copy of the Articles of Incorporation; and a copy of all amendments to the foregoing documents.

(C) A copy of the current Rules and Regulations.

AMENDED AND RESTATED BY-LAWS

-22-

(D) A book or books which contain the minutes of all meetings of the members and the Board of Directors, which minutes must be retained for a period of at least seven (7) years.

(E) A current roster of all Unit Owners and their mailing addresses, Unit identifications, and, if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by Unit Owners for receiving notice by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and telephone numbers must be removed from the Association's official records if consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(F) All Association insurance policies which shall be retained for a period of at least seven (7) years.

(G) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility, which shall be retained for a period of at least seven (7) years.

(H) Bills of sale or transfer for all Association owned property, which shall be retained indefinitely.

(I) Accounting records, which shall be maintained for a period of at least seven (7) years. The accounting records shall include, but are not limited to:

(1) Accurate, itemized and detailed records of all receipts and expenditures.

(2) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(3) All Association audits, reviews, accounting statements, and financial reports.

(4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained by the Association.

Any person who knowingly or intentionally defaces or destroys accounting records required to be

maintained by the Condominium Act during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d) of the Condominium Act.

(J) Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by Unit Owners, which must be maintained for one (1) year from the date of the election, vote, or meeting to which the document relates.

(K) A copy of the current Question and Answer Sheet as described by Section 718.504 of the Condominium Act.

(L) All other Association records not specifically included in the foregoing list which are related to the Association's operations, which shall be retained for a period of not less than seven (7) years.

Except as otherwise provided above and by the Condominium Act, all official records shall be retained for at least seven (7) years. The Association may elect to maintain records in excess of the time periods required by the Condominium Act if deemed desirable by the Board of Directors.

10.2 Access to Official Records. The Association's official records are open to inspection by any member or the authorized representative of such member at all reasonable times within forty-five (45) miles of the Condominium Property or within Lee County within five (5) working days after receipt of a written request by the Board of Directors or its designee. The Association may comply with this requirement by having a copy of the official records available for inspection or copying on the Condominium Property or Association Property, or the Association may offer the option of making the official records available electronically via the Internet or by allowing the official records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of the Condominium Act unless the Association has an affirmative obligation not to disclose such information pursuant to the Condominium Act. The right to inspect the records includes the right to make or obtain copies, at the expense, if any, of the member. The Board of Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Association's failure to provide the records within ten (10) working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this Section. An Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this Section. The failure

AMENDED AND RESTATED BY-LAWS

-24-

to permit inspection of the official records entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records, who, directly or indirectly, knowingly denied access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Condominium Documents, as well as the question and answer sheet and year-end financial information required by Section 718.112 of the Condominium Act to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those requesting the same.

10.3 Official Records Exempt from Inspection and Copying. The following records shall not be accessible to Unit Owners:

(A) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes; and any record protected by the work-product privilege, including any record prepared by an Association attorney or prepared at the attorney's express direction; which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(B) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.

(C) Personnel records of Association employees, including, but not limited to, disciplinary, payroll, health and insurance records.

(D) Medical records of Unit Owners.

(E) Social security numbers, driver's license numbers, credit card numbers, electronic mail addresses, telephone numbers, emergency contact information, any addresses of a unit owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address and property address.

(F) Any electronic security measure that is used by the Association to safeguard data, including passwords.

AMENDED AND RESTATED BY-LAWS

-25-

(G) The software and operating system used by the Association which allows manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

11. COMPETITIVE BIDDING.

11.1 Requirements. All contracts as further described below or any contract that is not to be fully performed within one (1) year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Condominium Act, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association in the aggregate that exceeds five percent (5%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. As to any contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or Officers or are financially interested:

(A) The Association shall comply with the requirements of Section 617.0832, Florida Statutes.

(B) The disclosures required by Section 617.0832, Florida Statutes shall be entered into the written minutes of the meeting.

(C) Approval of the contract or other transaction shall require an affirmative vote of two-thirds of the Directors present.

(D) At the next regular or special meeting of the members, the existence of the contract or other transaction shall be disclosed to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present. Should the members cancel the contract, the Association shall only be liable for the reasonable value of goods and services provided up to the time of cancellation and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

11.2 Exceptions. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for an attorney, accountant, architect, community association manager, engineering and landscape architect services are not subject to the provisions of Section 11.1 above.

11.3 Emergency. Nothing contained in Section 11.1 above is intended to limit the ability of