

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BY-LAWS. FOR PRESENT TEXT SEE EXISTING BY-LAWS.**

**AMENDED AND RESTATED BY-LAWS  
OF  
LA SCALA AT THE COLONY CONDOMINIUM ASSOCIATION, INC.**

**1. GENERAL.** These are the Amended and Restated By-Laws of La Scala at the Colony Condominium Association, Inc., hereinafter the "Association", a not-for-profit corporation organized under the laws of Florida for the purpose of operating a condominium pursuant to the Condominium Act. All prior By-Laws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is 5051 Pelican Colony Boulevard, Bonita Springs, FL 34134.

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

1.3 Definitions. The definitions set forth in Section 4 of the Declaration of Condominium shall apply to terms used in these By-Laws.

**2. MEMBERS.**

2.1 Qualifications. The members of the Association shall be the record Owners of legal title to the Units in La Scala at the Colony, a Condominium. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

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

AMENDED AND RESTATED BY-LAWS

- (B) Approval by the Board of Directors as provided for in the Declaration of Condominium.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (B)-(D) above shall not release the Owner of the obligation to comply with the Condominium Documents but shall otherwise preclude such Owner of obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interest. The members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of possible votes is equal to the total number of Units in La Scala at the Colony. Therefore, the term "Voting Interest" has the same meaning as "Unit" and the term "Voting Interests" has the same meaning as "Units" for purposes of determining the number of Units that must approve certain actions as provided in the Condominium Documents and the Condominium Act. The vote of a Unit is not divisible. If a Unit is owned by one (1) person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more persons, that Unit's vote may be cast by any one of the record Owners. If two (2) or more Owners of a Unit do not agree among themselves how their one vote shall be cast, no vote for that Unit shall be counted. If the Owner of a Unit is a corporation, partnership, limited liability company, trust or other artificial entity, the vote of that Unit shall be cast by the Unit's Primary Occupant designated as set forth in Section 14 of the Declaration of Condominium. No Voting Interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

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

2.4 Change of Membership. Following written approval of the Association, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected

AMENDED AND RESTATED BY-LAWS

-2-

with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

### 3. MEMBERS' MEETINGS.

3.1 Annual Meeting. An annual meeting shall be held at the Condominium Property (or such other location in Lee County, Florida if specified in the notice, provided that the location is within forty-five (45) miles of the Condominium Property) each year at a day, place and time designated by the Board of Directors. The purpose of the annual meeting is to conduct the election of directors and for any purpose as may be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by written petition of at least ten percent (10%) of the Voting Interests. The substantive business to be voted on at any special or regular members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice; Participation in Meetings. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each member at the address which appears on the books of the Association (which shall be the address last furnished to the Association by the Owner), or may be furnished by hand-delivery, or by electronic transmission in the manner set forth in Section 617.0141, Florida Statutes, to the extent that a member has consented to receive notices by electronic transmission and has not revoked such consent. Any such consent to receiving electronic transmissions shall be deemed revoked if: the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors pursuant to Section 718.112(2)(j) of the Condominium Act shall not be given by electronic transmission. The member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. The notice of meeting must be mailed, hand-delivered, or electronically transmitted at least fourteen (14) days before the meeting.

AMENDED AND RESTATED BY-LAWS

-3-