

**BYLAWS  
OF  
VENETIAN II AT ESPLANADE LAKE CLUB  
CONDOMINIUM ASSOCIATION, INC.**

**Section 1. Identification of Association**

These are the Bylaws of VENETIAN II AT ESPLANADE LAKE CLUB CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 718, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Venetian II at Esplanade Lake Club, a Condominium and possibly one (1) or more other condominium(s) which may be developed in the development known as Venetian II at Esplanade Lake Club as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The principal office and mailing address of the Association shall be for the present c/o Taylor Morrison of Florida, Inc., 28100 Bonita Grande Drive, Suite 102, Bonita Springs, Florida 34135, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not For Profit."

**Section 2. Definitions**

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the "Declaration" amongst the Public Records of Lee County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary herein, references to any of the Neighborhood Documents shall be deemed to include any amendment to any such document as set forth therein.

**Section 3. Membership; Members' Meetings; Voting and Proxies**

3.1. The qualification of Members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles.

3.2. The Members shall meet annually at the office of the Association or at such other place within 45 miles of the Condominium Property, at such time as determined by the Board and as

designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members or any Class Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. When twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board must place the item on the agenda at its next regular meeting or at a special meeting of the Board but not later than sixty (60) days after the receipt of the petition. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed, electronically transmitted, or hand delivered to each Member at the address of the Home owned by such Member, or such other address as the Home Owner shall notify the Association of in writing, or electronically transmitted to the location furnished by the Home Owner for that purpose. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the rules and regulations, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Neighborhood Documents (provided the express provision of the Neighborhood Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members or any Class Members, as the case may be, may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written

notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or any Class Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members or any Class Members, as the case may be, provided a quorum of the Members or any Class Members, as the case may be, submits a response. However, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of such Class Members. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Neighborhood Documents (provided the express provision of the Neighborhood Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present. The notice provisions for the adjourned Meeting shall, subject to the Act, be as determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third (1/3) of the Voting Interests of Members or Class Members of the Association at the adjourned

meeting. Actions approved by a majority of the Voting Interests of Members or Class Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members or Class Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Class Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times, in accordance with Section 718.111(12)(b) of the Act.

3.11. If, as and when one (1) or more Venetian II at Esplanade Lake Club Condominium(s), other than the Condominium, are submitted to condominium ownership, Class Members shall be created for Home Owners in each additional Condominium. All classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in each Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in Florida Statutes 718.112(2)(b)(2), but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

3.14. Electronic Voting. The Association may conduct elections and other membership votes through an Internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

- (1) The Association provides each Member with:

(a) A method to authenticate the Member's identity to the online voting system.

(b) For elections of the Board, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot.

(c) A method to confirm, at least 14 days before the voting deadline, that the Member's electronic device can successfully communicate with the online voting system.

(2) The Association uses an online voting system that is:

(a) Able to authenticate the Member's identity.

(b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.

(c) Able to transmit a receipt from the online voting system to each Member who casts an electronic vote.

(d) For elections of the Board, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member. This paragraph only applies if the Association's Bylaws provide for secret ballots for the election of directors.

(e) Able to store and keep electronic ballots accessible to election officials for recount, inspection, and review purposes.

(3) A Member voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the Members may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on Members voting electronically pursuant to this section.

(4) The Association shall adopt a Board resolution that provides for and authorizes an online voting system pursuant to this section. The Board resolution must provide that Members receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for Members to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent. Written notice of a meeting at which the Board resolution regarding online voting will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Condominium Property at least 14

days before the meeting. Evidence of compliance with the 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

(5) A Member's consent to online voting is valid until the Member opts out of online voting pursuant to the procedures established by the Board pursuant to subsection (4).

(6) This section may apply to any matter that requires a vote of the Members.

#### Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) nor more than five (5) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors. Such individual shall be an officer, director, stockholder, member or partner of the entity.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a special meeting of the Purchaser Members. Any such recall shall be



effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j), F.S., as it may be amended from time to time.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Rule 61B-23.0026, F.A.C.

4.6. Notice to Members of the Annual Members' Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members' Meeting. In the event the newly elected Board announces at the Annual Members' Meeting that it will not have its organizational meeting immediately after the Annual Members' Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called in accordance with Section 718.112(2) of the Act. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112(2)(b)5, F.S.

4.8. Notice of the time, agenda and place of the organizational, regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or electronic transmission at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property of each Venetian II at Esplanade Lake Club Condominium, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Notice of a meeting where non-emergency Special Assessments or amendments to rules regarding Home use will be considered shall be mailed, hand delivered or electronically transmitted to the Home Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Neighborhood Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. All Board meetings shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

#### Section 5. Fining Procedure for Enforcement of the Neighborhood Documents; Fees

5.1. A nonexclusive optional procedure for Board enforcement of the Neighborhood Documents, including the rules and regulations, shall be as follows:

##### 5.1.1. First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Home Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Home Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

##### 5.1.2. Second Offense (2nd Notice)



If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, the Association will provide by certified mail at least fourteen (14) days written notice and opportunity to the Home Owner, and, if applicable, its licensee or invitee, for a hearing to be held before a committee of other Home Owners to authorize a fine to be levied upon the violating Home Owner. If the committee does not agree with the fine, the fine may not be levied. The fine for a second offense may not exceed the maximum amount permitted by the Act.

#### 5.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the hearing of the committee referenced in Section 5.1.2 above and the committee ruled in favor of the fines being levied, the Home Owner will continue to incur the daily fine levied by the committee, in an amount not to exceed the maximum amount permitted by the Act.

#### 5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as referenced in Section 5.1.2 above, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

### 5.2. Exemptions and Hearings

(a) Any Home Owner may appear before a committee of other Home Owners as permitted by the Act to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) If the committee of other Home Owners do not agree with the fine, the fine may not be levied. Where the Board levies fines and the committee of other Home Owners have consented to such fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations and in accordance with the Act.

(c) Before any items of construction can be materially altered or demolished, judicial proceedings must be instituted by the Association.

5.3. A Home Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Home Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment that the payment is

late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any court costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Neighborhood Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

#### 5.5. Written Inquiries by Home Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2), F.S., as it may be amended from time to time.

#### Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly

signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. Unless prohibited by law in existence at the time of contracting, this provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of all or any portion of Venetian II at Esplanade Lake Club.

## Section 7. Accounting Records; Fiscal Management

### 7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Homes or their authorized representatives at reasonable times. The Association may charge Home Owners, owners of first mortgages on Homes or their authorized representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Association maintained according to good accounting practices, and such accounting records shall be maintained and made available in accordance with Section 718.111(12)(b) of the Act. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a quarterly statement of the account for each Home or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each Assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act. The Report shall be prepared

consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member, if requested, not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association. Any mortgagee of a Home may have an audited financial statement of the Association's accounts prepared at its own expense, if there is no audited financial statement available from the Association.

## 7.2. Budget

(a) The Board shall adopt a Budget for the Neighborhood Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose prior to the end of the current fiscal year. Prior to the Budget Meeting a proposed Budget for the Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Condominium Property, if any
- (vii) Taxes upon leased areas
- (viii) Insurance
- (ix) Security provisions
- (x) Other expenses
- (xi) Operating capital
- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiii) Fees payable to the Division of Florida, Condominiums, Timeshares and Mobile Homes

(b) The Budget for the Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium. The procedure for the allocation of the expenses attributable to the Condominiums, which are the Neighborhood Common Expenses of the Condominium, shall be as follows:

(i) Expenses of the Association which are applicable to more than one (1) Venetian II at Esplanade Lake Club Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Venetian II at Esplanade Lake Club Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to the Condominium, the numerator of which is the number of Homes within the particular Venetian II at Esplanade Lake Club Condominium to which such expenses are being allocated and the denominator of which is the total number of Homes in the various Venetian II at Esplanade Lake

Club Condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Venetian II at Esplanade Lake Club Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Expenses of the Association which are applicable to one (1) Venetian II at Esplanade Lake Club Condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Venetian II at Esplanade Lake Club Condominium) shall be allocated by the Board as a Neighborhood Common Expense solely of such Venetian II at Esplanade Lake Club Condominium.

(iii) In the event there is only one (1) condominium comprising Venetian II at Esplanade Lake Club Condominium, then all expenses of the Association shall be applicable to that condominium.

(c) Neighborhood Common Expenses with respect to Condominium Property shall be assessed against all Homes in direct proportion to the percentage of ownership in the Common Elements and in the Common Surplus as set forth in the Declarations of Condominium of all the condominiums comprising Venetian II at Esplanade Lake Club Condominium, as they may exist from time to time, after the allocation between or among condominiums is made by the Board pursuant to Section 7.2(b)(i) hereinabove.

(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Members or Class Members, as applicable, at a duly called meeting of the Association, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for the Condominium shall not alter or abrogate the obligation to pay Neighborhood Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Neighborhood Common Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with generally accepted accounting standards and principles.

(g) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Neighborhood Common Expenses or Operating Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(h) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

### 7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such assessments for the Membership for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:



(1) Reserves for repair or replacement of any portion of the Condominium Property;

(2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Assessments for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty one (21) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Homes, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Neighborhood Common Expenses. The adoption of the revisions to the Budget of Neighborhood Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Homes in the Condominium. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Neighborhood Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Neighborhood Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Meeting, the Board shall not impose an Assessment pursuant to a Budget for Neighborhood Common Expenses for the Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

(d) If, as and when one (1) or more Venetian II at Esplanade Lake Club Condominiums are created pursuant to the Act, then the Budget shall allocate Assessments for Neighborhood Common Expenses to each Venetian II at Esplanade Lake Club Condominium. In each case in which the Assessments for Neighborhood Common Expenses for the affected Venetian II at Esplanade Lake Club Condominium [less expenses for matters similar to those matters set forth in Paragraphs 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above] exceed one hundred fifteen percent (115%) of such Assessments for the prior year, the affected Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in Paragraph 7.3(b) above.

#### 7.4. Allocation of Neighborhood Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of the Condominium shall be set forth in the Budget and shall constitute the Neighborhood Common Expenses of the Condominium. The Neighborhood Common Expenses shall be apportioned to each Home Owner based upon his share of Neighborhood Common Expenses, as provided in the Declaration of the Condominium.

(b) Notwithstanding the allocation to each Home of its share of Neighborhood Common Expenses, a Home Owner shall also be liable for any Special Assessments levied by the Board against his or her Home as provided in the Neighborhood Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Home Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Neighborhood Common Expenses from a Home Owner in the manner set forth in the Neighborhood Documents.

(c) To the extent that the Association at any time has either a Common Surplus or Neighborhood Common Expense in regard to the operation of the Condominium which cannot be attributed to one or more particular Venetian II at Esplanade Lake Club Condominium(s), then such Common Surplus or Neighborhood Common Expense shall be prorated equally based on the number of Homes within each Venetian II at Esplanade Lake Club Condominium and thereafter be deemed a Neighborhood Common Expense or Common Surplus of each Venetian II at Esplanade Lake Club Condominium as set forth in its Declaration.

(d) If, as and when one (1) or more Venetian II at Esplanade Lake Club Condominiums are created pursuant to the Act, the expenses attributable to each Venetian II at Esplanade Lake Club Condominium shall be allocated and apportioned to each Venetian II at Esplanade Lake Club Condominium in the manner set forth in Paragraphs 7.4(a) and 7.4(b) above.

#### 7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

### Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Neighborhood Documents nor detrimental to sales of Homes by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or electronically transmitted to all Home Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

## Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Neighborhood Documents or the Act. In the event of a conflict, the provisions of the Neighborhood Documents and the Act shall govern.

## Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Home in any Venetian II at Esplanade Lake Club Condominium, the validity of such mortgage or any of the rights of Developer.

## Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(h) of the Act.

## Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

## Section 13. Alternative Dispute Resolution; Mediation; Nonbinding Arbitration

The Association must comply with Section 718.1255 of the Act, regarding alternative dispute resolution, mediation and nonbinding arbitration involving certain actions or inactions, as described therein.

## Section 14. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Homes to the applicable fire and life safety code.

#### Section 15. Recall of Board Members

Pursuant to Section 718.112(2)(j) of the Act, any Board member may be recalled and removed from office as provided for and described therein.

#### Section 16. Roster of Owners

Pursuant to Section 718.111(12)(a)(7) of the Act, the Association shall maintain a roster of Home Owners as part of its official records, containing the mailing addresses, Home identification, voting certifications, and, if known, telephone numbers. ("Roster of Owners"). The Association shall also maintain the e-mail addresses and facsimile numbers of those Home Owners consenting to receive notice by electronic transmission. The e-mail addresses and facsimile numbers provided by Home Owners consenting to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

*The foregoing Bylaws of Venetian II at Esplanade Lake Club Condominium Association, Inc. were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.*