

ESTERO COUNTRY CLUB, INC.
AMENDED AND RESTATED BYLAWS
APPROVED MARCH 11, 2019

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ESTERO COUNTRY CLUB, INC.
AMENDED AND RESTATED BYLAWS

APPROVED March 11, 2019

ARTICLE I

A. PURPOSE OF CLUB.

Estero Country Club, Inc. (hereinafter referred to as the “Club”) is a not-for-profit corporation organized under the laws of the State of Florida for the purposes set forth in the Articles of Incorporation pursuant to the Florida Not-For-Profit Corporation Act, set forth in the attached Exhibit A as amended, and of owning and operating a private country club for the recreation, pleasure and benefit of its members, their families and their guests.

B. PRINCIPAL OFFICE.

The principal office of the Club will be at such location as may be designated from time to time by the Board of Governors of Estero Country Club, Inc. Currently, the principal office is located at 19501 Vintage Trace Circle, Estero, Florida 33967.

C. SEAL.

The Corporate Seal of the Club will be circular in form, bears the words “Estero Country Club, Inc.” and “Seal--1989--Not-For-Profit-Corporation--Florida.” The Corporate Seal may be used by causing it, or a replication of it, to be impressed, affixed, reproduced or otherwise placed on any document or writing of the Club where a seal may be required.

D. CLUB EMBLEM.

The emblem of the Club is of a style and design approved by the Board.

E. DEFINITIONS.

The following definitions apply to the terms used in these Bylaws.

1. Articles means the Articles of Incorporation of the Club as same may be amended from time to time.

2. Assessment means the amount of money which may be assessed against a member for the payment of the member’s share of Club expenses, and/or any other funds which a member may be required to pay the Club as provided by the Articles, these Bylaws or the Rules and Regulations.

3. Association means and refer to The Vines Community Association, Inc., a Florida not-for-profit corporation.

4. Board means and refers to the Board of Governors of the Estero Country Club, Inc.

5. Declaration means and refers to the Second Amended and Restated Declaration of the Community Association for The Vines Community, as amended.

6. Estero Country Club or Club means Estero Country Club, Inc., a not-for-profit corporation which is formed to administer these By-Laws and Rules and Regulations for the Golf Course and Club Amenities, to-wit: Tennis Facilities, Clubhouse, etc. upon the Properties.

7. Equity Member means the individual who has been approved for, and was issued, an equity membership by Estero Country Club, Inc.

8. Family means one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any. However, specific definitions of Family contained in these Bylaws for purposes of membership use privileges will supersede this definition and be limited as contained herein.

9. Governing Documents means and refers to the Articles, these Bylaws, the Rules and Regulations, and any exhibits or amendments thereto. In the event of a conflict in the interpretation of the Governing Documents, they will be applied in the order of priority stated above.

10. Lease means the grant by an Owner of a temporary right to occupy the Owner's Residence for valuable consideration.

11. Lot means any single platted lot or tract within the Properties, or outside the Properties that is owned by a Member or Members if more than one Residence is constructed on the Lot.

12. Member means and refers to persons or entities who are members of the Club as provided in these Bylaws. A Member is only entitled to the vote attributable to the membership.

13. Owner means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Lot in the Properties or any Owner outside the Properties owned by a Member.

14. Properties means and refers to all real property which is subject to the Second Amended and Restated Declaration of the Community Association for The Vines Community, as amended.

15. Residence means and refers to any or all the residences constructed on a Lot, including, but not limited, a single family home, townhome, villa or condominium unit.

16. Rules and Regulations means and refers to the administrative rules and regulations governing use of the Club property and procedures for administering the Club, as adopted, amended and rescinded from time to time by the Board.

17. Tenant means and refers to one who leases or rents from an Owner and holds temporary possession of a Residence. “Tenant” and “Renter” are synonymous for purposes of these Bylaws.

18. Vines Community means and refers to and will be the name of the Properties.

19. Voting Interests means the voting rights distributed to the Members.

ARTICLE II

A. OTHER MEMBERSHIPS AND USE PRIVILEGES.

1. Non-Voting Membership and Use Privileges The Club will have the right, in the discretion of the Board, to issue additional non-voting memberships, and to permit non-members to use the Club facilities, upon such terms and conditions as determined from time to time by the Board.

B. APPLICATION FOR MEMBERSHIP.

1. All applications for membership will be in the form prescribed by the Board, will be signed by the applicant and will include such information as is required by the Board.

2. Subject to the provisions for applications from owners in The Vines Community, all membership applications require the approval of the Board or its designee according to the procedures established by the Board. The Board may require background checks and other investigation of an applicant, including an interview, and the applicant will be responsible for all fees and charges associated with the investigative process.

3. Upon the marriage of a member, the new spouse, prior to being added to the membership, is required to apply for membership in the same manner as for an original membership, but without payment of any additional membership contribution.

ARTICLE III

A. GUEST PRIVILEGES.

1. A member may have a reasonable number of guests, but only if accompanied by the member as set forth in the Rules and Regulations established from time to time by the Board, including the establishment of any guest fees or charges. The Board may limit the number of guests or the frequency or duration of any guest’s usage of the Club facilities.

2. Members are financially and legally responsible for the actions and debts of their guests.

3. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board, or its designee, in their sole and absolute discretion.

ARTICLE IV

A. FISCAL MATTERS. The Board has sole authority over the fiscal management of the Club as supplemented by the following provisions:

1. Fiscal Year The fiscal year of the Club will commence on November 1st and conclude on October 31st, unless modified by the Board.

2. Depository The Club will maintain its funds in such financial institutions as may be designated from time to time by the Board.

3. Dues and Assessments

a. The percentage of dues charged to Sports Equity Memberships will not exceed fifty percent (50%) of the amount charged to Golf Equity Members. The percentage of dues charged to Social Equity Memberships will not exceed twenty-five percent (25%) of the amount charged to Golf Equity Memberships.

b. The amount of all membership dues, assessments and other fees and charges, including, without limitation, guest fees, cart fees, club storage fees and service charges will be determined and established by the Board in its sole and absolute discretion and is subject to change at any time. Club dues, fees and other charges are subject to all applicable sales, use, privilege, transaction and other taxes imposed under and pursuant to local, state and federal laws and ordinances. The Board will set the dues and fees to be payable by members for the ensuing membership year, which will be the twelve (12) month period commencing on November 1 and ending on October 31. All memberships will operate on this membership year. The Board reserves the right to set the amount of dues to be payable by members at any level it deems appropriate, with consideration of those dues charged at comparable clubs. The level of dues may, but is not required to, vary between categories of membership

c. Dues, plus any applicable taxes, in the amount established for each membership classification will be due and payable as billed unless otherwise determined by the Board. Memberships which terminate during the membership year may not be entitled to a refund of any dues. Members have the obligation to pay dues, assessments, fees and other proper charges of the Club without respect to the availability of the Club facilities for use or the Members' usage of Club facilities. The failure of a Member to receive a statement does not excuse their obligation to pay.

4. Special Operational Assessments In the event of an operating deficit in any fiscal year, the Board may find it necessary to impose additional assessments on the membership. Special assessments are apportioned in the same percentage as the Dues in Section 3a above.

5. Capital Improvements and Assessments. There will be no assessment, special or otherwise, for capital improvements unless approved by a majority vote of the membership present and voting at a membership meeting, except that assessments necessary to

pay extraordinary repairs, maintenance or replacements, to protect or insure the Club property, or work required by law, do not require member approval. Capital improvements are those additions or alterations to the Club property which are appreciable and material, and do not represent a replacement, economic upgrade to existing improvement or those additions which directly relate to protection or preservation of Club property, real personal or related to the security or protection of the Members.

a. Notwithstanding the above, assessments for capital improvements for the golf course are approved by majority vote of the Golf Equity and Sports Equity members present and voting at the members' meeting where the approval is considered. Assessments for capital improvements for the golf course, once approved, are assessed to Golf Equity members and Sports Equity members only; Sports Equity members to pay half (50%) of the rate paid by the Golf Equity members.

b. For all other capital improvement assessments unrelated to the golf course, those assessments are paid equally by all categories of equity membership. These non-golf course capital improvement assessments require the prior approval of a majority of all Equity members of the Club present and voting at a members' meeting, unless exempted as set forth above. The Board has the discretion as to whether a capital assessment is related to the golf-course and shared under 5a above, or whether a capital assessment is reasonably related to and benefits other classifications, such that the obligations are equally shared among all categories of equity membership, in the Board's sole discretion.

c. Failure to pay any assessment for capital improvements will subject any member to the same penalties as failure to pay any other indebtedness to the Club.

6. Food Minimum In addition to all other dues, fees and other charges, the Club may establish a minimum amount to be expended by each member for food and beverage purchases at the Club in any annual, quarterly or monthly period. Should the Board establish any such minimum, each member will, within the applicable period, be required to make food and beverage purchases at the Club in such minimum amount or be billed for and obligated to pay to the Club an amount equal to the difference between such minimum and the actual amount of food and beverage purchases made by such member during the applicable period. Any such minimum so established may take into account different classifications of Club membership. The minimum established for each classification may be higher or lower than any other classification of membership as determined by the Board in its sole discretion.

7. Fidelity Bonds The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Club funds, must be bonded in the amount as either required by law or otherwise required by the Board. The premiums on the bonds will be paid by the Club.

8. Financial Reporting The Club will prepare and complete annually a financial statement or report as determined by the Board or as required by law. A copy of the Financial Report, once completed, will be made available to each Equity Member pursuant to any rules adopted by the Board.

ARTICLE V

A. MEMBERS MEETING.

1. Annual Meeting An annual meeting of the members of the Club will be held in each calendar year at a day, place and time designated by the Board, for the purposes of hearing committee/officer reports, electing directors to the Board and conducting other business as may be properly brought before the members.

2. Special Meeting Special meetings of the members may be called by the President, a majority of the members of the Board, or by the written request of at least ten percent (10%) of the voting interests of the Club. Notices of any special meeting must contain a statement of the purpose(s) for which the special meeting is called, and the business at the meeting is limited to the items specified on the noticed meeting agenda.

3. Notice of Members' Meetings Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting specifying the items to be considered. The notice of meeting must be mailed to each member at the address which appears on the books of the Club, or may be furnished by hand delivery, or by electronic transmission. The notice of the meeting must be mailed, delivered or electronically transmitted at least ten (10) days but not more than sixty (60) days before the meeting to all members of the Club. Notice of any such meeting will also be posted in an area designated by the Board for the posting of Club meeting notices within the same timeframe. 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. A member may waive notice of any meeting at any time, but only by written waiver. Notice may be electronically transmitted in the manner set forth in Florida Statutes Section 617.0141 (except as limited by these Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile if correctly directed to a number at which the member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the member has consented to receive notice. Consent by a member to receive notice by electronic transmission is revocable by the member by written notice to the Club. Any consent is automatically revoked if the Club is unable to deliver an email or fax by electronic transmission two (2) consecutive times, however, the failure of the delivery does not invalidate the notice until the Club updates its records to reflect the automatic revocation. The failure to document a revocation does not invalidate any meeting or other action. The member is responsible for providing the Club with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process.

4. Quorum The presence, either in person or by proxy, of members having fifty percent (50%) or more of the eligible votes in the Club will constitute a quorum at the meeting of the members.

5. Proxies The Board will determine the form and procedure for the use of proxies. A proxy is valid only for the specific meeting for which it was originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the member executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and must be delivered to the Club, or its designee, by the appointed time of the meeting or adjournment thereof. A photostatic, facsimile, email or equivalent reproduction of a proxy is a sufficient proxy. Holders of proxies need not be members. General proxies may not be used in the election of the Board, however, limited proxies are allowed if approved by the Board.

6. Voting Percentage A majority of the votes cast at a meeting where a quorum is present is necessary for passage of any motion, unless a higher percentage is required by these Bylaws or by law.

7. Electronic Voting. The Club may conduct elections and other member votes through an Internet-based online system pursuant to the procedures as may be adopted by the Board and upon the consent of a member, in writing, to electronic voting.

8. Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the members present in person or by proxy, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is present, in person or by proxy, at the continuance.

9. Parliamentary Rules Roberts' Rules of Order (latest edition) will guide the conduct of the Club meeting when not in conflict with the law or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure is final. Any question or point of order not raised at the meeting to which it relates is waived.

ARTICLE VI

A. BOARD OF GOVERNORS.

1. Board Composition The government and administration of the affairs and the property of the Club will be vested in the Board of Governors (also referred to herein as "Board"). The number of directors of the Club (Governors) will be an odd number of no more than nine (9) and no less than three (3), the number to be increased or decreased by the Board from time to time in its discretion. Currently, there are nine (9) Governors. All powers and duties granted to the Club by law, the Articles of Incorporation, and these Bylaws are exercised by the Board, subject to the approval of the members only when such member approval is specifically required.

2. Term The term of office for each Governor will be three (3) years, unless the Governor will vacate his seat due to death, resignation, removal or otherwise. The Governors' terms are currently staggered so that the terms of one-third of the Governors expire at each annual meeting. If elected, a Governor may serve two (2) consecutive terms. At the expiration of two (2) consecutive three (3) year terms, a Governor is not eligible for appointment or election to the Board unless eleven months has passed from the expiration of his last term. Service of more than

eighteen (18) months of a term will count as serving an entire three-year term for purposes of these term limits.

3. Qualifications and Removal Only Equity Members and spouses of Equity Members are eligible for the Board. Spouses and other individuals residing as a single housekeeping unit or in the same household may not simultaneously serve on the Board. A member who is delinquent in the payment of any dues, assessment, fee, charge or other monetary obligation (together “monetary obligation”) to the Club on the last day of nominations is not eligible to seek election to the Board, and his or her name will not be listed on the election voting materials. A Governor who becomes more than 90 days delinquent in the payment of any monetary obligation to the Club will be deemed to have abandoned his or her seat on the Board, creating a vacancy on the board to be filled by the remaining Governors. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for election to the Board unless their civil rights have been restored for at least 5 years as of the date on which they seek election to the Board. The validity of an action by the Board is not affected if it is later determined that a person was ineligible to seek election to the Board or that a member of the Board is ineligible for Board membership due to having been convicted of a felony. A Board member charged with a felony theft or embezzlement offense involving the Club’s funds or property is automatically removed from office, creating a vacancy to be filled by the Board for the remainder of term of office. Any Governor may be removed from the Board at any time, with or without cause, by a majority vote of the total voting interest of the Club.

B. ELECTION PROCEDURE.

1. Nominating Committee Candidates for the Board are selected by a Nominating Committee appointed annually not more than 180 days prior to the date of the annual meeting. The Nominating Committee consists of five (5) equity members of the Club. Two of those members will be Board members selected by the President and approved by the Board. The remaining three (3) equity members are selected by the last seated Nominating Committee from applications submitted by the general membership no later than December 1. No member of the Nominating Committee is eligible to be nominated to the Board in the same election year as they serve on the committee. The Nominating Committee must conduct its candidate search pursuant to the rules and procedures established by the Board for the committee. The Nominating Committee will only be responsible for proposing candidates for the election at the annual meeting. The Nominating Committee does not nominate candidates to fill any vacancies that occur in the middle of a Governor’s term; those vacancies being the sole responsibility of the Board to fill by appointing an individual to serve for the remainder of the unexpired term.

At least forty (40) days prior to the annual meeting of the membership, the Nominating Committee will submit the names of the qualified Equity Members of the Club who have been nominated for presentation to the membership. At a minimum, said nominations must equal the number of expiring Governor terms, but may not exceed more than twice the number of available positions on the Board.

If at least ten percent (10%) or more of the total number of Equity Members of the Club entitled to vote submit a petition to the Board nominating a candidate for the Board at least thirty (30) days prior to the annual meeting, the names of any such nominee(s), after having been certified by the Club that they are qualified for election, will be included in the list of candidates on any election documents sent to the Club members or posted on Club property.

2. Elections The Equity Members will elect at the annual meeting as many Governors as there are terms expiring. The Board may adopt further rules regarding the voting and conduct of the election to ensure that all candidates are treated equally by the Board and the Nominating Committee. There will be no cumulative voting. Governors will be elected by the plurality of the votes cast. In the event of a tie, the tie vote will be broken by agreement among the candidates that are tied. Barring an agreement, the candidates will draw straws. Voting in the election may be by ballot or limited proxy pursuant to the procedures established by the Board, which may include electronic voting. The Board may further adopt rules providing for the secrecy of the election process.

ARTICLE VII

A. MEETINGS OF BOARD OF GOVERNORS.

1. Organizational Meeting Each year the Board will hold its organizational meeting within ten (10) days after the annual meeting of the Members to elect officers and to consider any other matters that may be properly brought before the meeting.

2. Quorum A majority of the Board will constitute a quorum at any meeting for the transaction of business, and the votes of a majority of the Governors present at a meeting at which a quorum is present will constitute the decision of the Board unless a different percentage is required.

3. Meetings The Board will have a minimum of five (5) regular meetings in each year at such times as the Board will determine. The meetings will be held at such time and place as designated from time to time by the Board.

4. Proxies Members of the Board may not vote by proxy but may vote by email unless prohibited by law. A Governor may only abstain from voting due to an asserted conflict of interest.

5. Closed Meetings Meetings of the Board are not open to members unless the Board determines otherwise.

6. Telephone/Electronic Meetings Any regular or special meeting of the Board may be held by telephone or video conference, Skype or other electronic media, at which each participating Governor in attendance can hear and be heard by all other participating Governors. Participation by such means will be deemed equivalent to presence in person at a Board meeting.

7. Notice of Meetings Notice of any meeting of the Board, regular or special, will be given according to the meeting notice procedures, if any, adopted by the Board.

Not less than two (2) days' notice of a Board meeting must be given to each Governor, personally, by mail, telephone or Electronic Transmission, which notice will state the time, date and place of the meeting, except in an emergency. Any Governor may waive notice of a meeting. Attendance at a meeting by any Governor will constitute waiver of notice unless that Governor objects at the beginning of such meeting.

8. Conduct of Meetings All meetings of the Board will be conducted consistent with the latest edition of Robert's Rules of Order.

ARTICLE VIII

A. POWERS OF THE BOARD OF GOVERNORS.

1. Management of the Club The Board will exercise all powers of the Club and take action as necessary to carry out the purposes of the Club.

2. Duties and Powers The Board will, among other things:

- a. Elect the officers of the Club;
- b. Appoint committees and assign duties;
- c. Fill unexpired terms on the Board due to death, resignation, recall, inability to perform duties or otherwise.
- d. Appoint managers and other employees, and delegate such authority as is considered necessary for the proper operation and management of the Club;
- e. Adopt, alter, amend or repeal the General Club Rules and other rules and regulations governing use of the Club and all its facilities by members, their family, their guests and Renters;
- f. Fix the membership contribution and terms of payment for any membership;
- g. Determine the amount of dues, fees and other charges;
- h. Have the power, but not the duty, to replace any governor who fails to attend fifty percent (50%) of the regular Board meetings in any one (1) membership year;
- i. Have the power to expend funds to the extent available from any source; to make contracts, borrow money and incur indebtedness for the purposes of the Club; and, to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued;
- j. Have the power to exchange rights to use the Club facilities with members of other country clubs;

k. Have the power to hold nonmember functions on the Club facilities;
and

1. All other necessary actions as permitted by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may be amended from time to time.

3. Issuance of Memberships The Board will have sole authority to issue, cancel and transfer memberships and will have a membership certificate prepared in form and content consistent with the provisions of the Articles of Incorporation and these Bylaws of the Club.

4. Compensation Governors will not receive any salary or other compensation but may be entitled to reimbursement for any and all expenses reasonably incurred in performing any duties pursuant to these Bylaws, as determined from time to time by the Board.

5. Interpretation of Bylaws The Board will have the corporate power to generally do everything permitted for not-for-profit corporations by law, statute, its Articles of Incorporation and these Bylaws, and to determine the interpretation or construction of these Bylaws, or any parts hereof, which may be in conflict or of doubtful meaning, and their decision will be final and conclusive, so long as not inconsistent with applicable law.

6. Action Without Meetings Any action which may be taken by the Board, or any committee thereof, may be taken without a meeting if consent in writing setting forth the action to be taken, signed by a majority of the Governors, or a majority of all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee, whether done before or after the action so taken.

7. Removal of Board Members Pursuant to Florida Statutes, Chapter 617, a member of the Board may be removed from office with or without cause, by a majority of all votes of the members. However, if a Board member was appointed by the Board, that Board member may be removed by a majority of the Board. Florida Statutes Chapter 617.0808 is incorporated by reference herein.

ARTICLE IX

A. OFFICERS.

1. Election of Officers Officers are elected annually by the Board at each organizational meeting following the Members' annual meeting. The officers of the Club will include a President, a Vice President, a Treasurer and a Secretary, and such other officers as the Board from time to time determines appropriate. Any two (2) or more offices may be held by the same person, except the office of President.

2. Removal Any officer may be removed by a majority of the Board in the sole discretion of the Board. The removal of a Governor from the Board who also is an officer will automatically act as a removal from such person's position as an officer.

3. Resignation Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at a later time specified in the notice and, unless otherwise specified in the notice, the acceptance of the resignation will not be necessary to make it effective.

4. Compensation Officers will not receive any salary or any other compensation but may be entitled to reimbursement for any and all expenses reasonably incurred in performing any duties pursuant to these Bylaws, as determined from time to time by the Board. Notwithstanding anything to the contrary contained in these Bylaws, an officer or committee member of the Club who also works as an employee of the Club will not be prohibited from receiving a salary and/or other compensation in the performance of their duties as an employee of the Club.

B. DUTIES OF OFFICERS.

1. President The President acts as presiding officer at all meetings of the members and the Board and performs all acts and duties usually performed by the executive officer of a club, including, but not limited to, ensuring that all orders and resolutions of the Board are carried out. The President acts as an ex-officio member of all committees and renders an annual report at the annual meeting of Members. The President has the authority to sign, execute and acknowledge on behalf of the Club, all deeds, mortgages, bonds, contracts, leases, reports and other documents or instruments necessary or proper to be executed in the course of the Club business. The President may authorize any other officer or agent of the Club to execute and acknowledge such documents or instruments in his absence. The President enforces, or causes to be enforced, observance of the provisions of these Bylaws and all rules and regulations of the Club. The President may call special meetings of the Board.

2. Vice President In the absence or disability of the President, the Vice President will perform and carry out, or cause to be performed or carried out, all duties and responsibilities of the President. The Vice President also will assist the President generally, and exercise other powers and perform other duties as will be prescribed by the President or Board.

3. Treasurer The Treasurer is the Chairman of the Finance Committee. The Treasurer will maintain general knowledge of the Club financial and account structure and internal controls, reporting on its status to the Board. The Treasurer will oversee the collection of funds and disbursement of Club funds.

The Treasurer will oversee the maintenance of regular books of account and all financial records of the Club and will prepare or arrange for the preparation of budgets and financial statements, when and in the form requested by the Board. The Treasurer will oversee the depository of all monies of the Club in an account or accounts in the Club's name, in the bank or banks designated by the Board.

4. Secretary The Secretary will oversee the maintenance of Club records, including the minutes of all Board and membership meetings. The Secretary is responsible for

overseeing the preparation and transmission of all required notices of such meetings. The Seal of the Club will be secured in the Club's administrative offices under the oversight of the Secretary.

5. Other Officers The Board may appoint additional officers and assign their duties, including delegation of the principal officer duties, as the Board determines is necessary in its sole discretion.

6. Duties of Officers Any officer may be given additional assignments and duties by the Board. The duties mentioned in the previous sections may be delegated to any of the officers of the Club, the General Manager or other persons as the Board so determines in its sole discretion.

ARTICLE X

A. COMMITTEES.

1. Standing Committees Each year the President, subject to the approval of the Board, may designate the following chairperson and members of each of the following committees: Membership and Marketing, Executive, Finance, House and Entertainment, Golf, Greens, Racquet/ Activities, Grievance, Nominating, and Long-Range Planning. The Committees, other than the Executive Committee, will act in an advisory capacity to the Board and will have no independent authority. The Committees will advise the Board on matters relating to their responsibilities, which are determined by the Board from time to time by Board Resolution.

2. Ad Hoc Committees The President, subject to the approval of the Board, may, from time to time, appoint such ad hoc committees, with such powers and composition as the President, with the approval of the Board, will determine. All such appointments will terminate at the annual meeting following their appointment unless a separate timeframe is set forth in the Resolution establishing the committee.

3. Powers of Committees The individual members of committees will have no power or authority to act on behalf of the Board or the Club. Except for the Executive Committee, all committees will be advisory only and will report to and be under the supervision of the Board. Committee members may be removed, with or without cause, upon majority vote of the Board.

4. Executive Committee The Executive Committee consists of the President, the Vice President, the Treasurer, the Secretary and one (1) at-large member from the Board. The Executive Committee will have the powers specifically delegated by the Board during the interval between Board meetings, except that it will not have the power to: (i) elect officers of the Club, (ii) fill vacancies on the Board, (iii) negate any action of the Board, or (iv) discharge any employee of the Club who was hired with the direct approval of the Board. A quorum will be a majority of the members of the committee. Actions and resolutions will require the unanimous approval of the committee members present. The Executive Committee must report actions and resolutions promptly to the Board not later than the next Board meeting.

ARTICLE XI

A. MEMBERSHIPS.

1. Number of Memberships The Club may issue various types of Equity Memberships. Within each Equity Membership category, the Board has the authority to issue sub-types of memberships. The maximum number of Equity Memberships issued is six hundred and twenty-five (625), comprised of Golf Equity, Sports Equity and Social Equity Memberships. The total number of Golf Equity Memberships is limited to three hundred and twenty-five (325) unless increased as provided below. The total number of Sports Equity Memberships issued is limited to a number no less than twenty-five (25) and no more than one hundred (100), which number will be set by the Board by a two-thirds (2/3) vote at a meeting in its sole discretion; and the total number of Social Equity Memberships issued is limited to no more than two hundred (200), depending upon the number of approved Golf Equity and Sports Equity Members.

2. Cap Flexibility Notwithstanding the above membership caps contained in Article XI(A)(1) above, a Golf Equity Membership will always be made available by the Club to a person purchasing a Residence in The Vines Community, even if that membership will cause the Golf Equity Memberships to exceed 325. In that event, the membership category of that Residence's current membership will be decreased by one (1) so that the total Equity Memberships available will not exceed 625. A Gold or Silver Golf Equity member will have the ability to downgrade to a Sports Equity Membership regardless of the cap set forth in A1 above. The Board may not reduce the number of Sports Equity Memberships below the number of then-existing sports Equity Memberships. The Board has the ability to stop selling Social Equity Memberships, regardless of whether the cap is reached, in the Board's sole discretion by a two-thirds (2/3) vote of the Board, except where the membership is being purchased by an owner of a Residence within The Vines Community.

3. Memberships Upon payment of the required membership contribution and the appropriate dues and charges and by complying with the rules and regulations of the Club, members will be entitled to the following rights of access to and use of the Club facilities:

a. Golf Equity - A Golf Equity Membership entitles the member to use all of the golf, court, social and athletic facilities of the Club. "Court" facilities include, but are not limited to, those intended or used for tennis, racquet, pickleball, and bocce. Golf Equity Members will not pay greens fees or court fees but are required to pay golf cart fees or trail fees. There are certain "categories" of Golf Equity Memberships, however, all such memberships have identical voting rights.

(1) Gold Equity – The Gold Equity Membership refers to a Golf Equity Membership purchased prior to November 14, 2011 for which the member is entitled to certain percentage of equity membership contribution reimbursement in accordance with Article XI below.

(2) Silver Equity – The Silver Equity Membership refers to a Golf Equity Membership that has a redemption value of One Dollar (\$1) and is otherwise not entitled to any membership contribution reimbursement. All other privileges and rights are the same as a Gold Equity Membership.

(3) Senior Equity – A Senior Equity Membership is available to members who have been Gold or Silver Equity Members for fifteen (15) continuous years or more

and are seventy-five (75) years of age or older. This membership category will be limited at the discretion of the Board within the total of 325 Golf Equity Memberships. Downgrading to this membership may result in a forfeiture of any or all equity membership contribution, if applicable, or refundable bonds. The Board will have the authority to establish all dues, fees and conditions for this category, which may change as determined by the Board. All voting privileges are the same as their previous membership.

(4) Widow(er) Equity Downgrade – Any Gold or Silver Equity Member who becomes a widow or widower will have the right to downgrade to this category. Any downgrade will be limited to a maximum of two (2) years from the date of the spouse's death. This membership category will be limited at the discretion of the Board within the total of 325 Golf Equity Memberships. The Board has the authority to establish all dues, fees and conditions for this category. All voting privileges are the same as their previous membership.

b. Sports Equity - A Sports Equity Membership entitles the member to full use of the Court, social and athletic facilities. Sports Equity Members may also use the golf facilities as available, however, between January 1 and April 30 Sports Equity Members are limited to 40 rounds of golf, or such other limit as set by the Board. Sports Equity Members do not pay Court fees but are required to pay greens and golf cart fees. All Sports Equity memberships purchased on or after November 1, 2016 will have a redemption value of \$1.

c. Social Equity – A Social Equity Membership entitles the member to use the Court, social and athletic facilities of the Club. Social Equity Members may use the golf facilities at the Club a maximum of six (6) times during each membership year and may reserve Court playing times and golf starting times. Social Equity Members are required to pay green fees and golf cart fees. All Social Equity Memberships purchased on or after November 1, 2016 will have a redemption value of \$1.

4. Privileges The Board reserves the right, from time to time, to modify the privileges for each membership category and to establish rules governing access, sign-up privileges and starting times with respect to the golf course, the Court facilities and the social and athletic facilities of the Club. Membership entitles the member, his or her spouse or companion (as approved pursuant to the Club's companion policy) and their unmarried children under the age of twenty-six (26) who reside with the member or attend school on a full-time basis to use the Club facilities.

The Board may, in its discretion and from time to time, offer to members of the Club the right to exchange their membership privileges with those of a Renter. The exchange will be valid upon the member and Renter's application, the written approval of the exchange according to the Club's procedures, the Renter's payment of any applicable fees and dues, and such other requirements as the Board reasonably requires. The exchange is valid for the term of the Renter's agreement and does not affect the exchanging member's rights to their underlying membership or obligations for such memberships. A member will be responsible for any financial obligations incurred by the Renter during the exchange if unpaid by the Renter at the conclusion of the exchange period. A Renter will have no right to such exchange. The Board may develop rules for the denial of exchange criteria.

5. Category Changes Social Equity Members and Sports Equity Members may upgrade to a Gold or Silver Golf Equity Membership, subject to availability and the approval of the Board. The Board has the authority to establish criteria for upgrade requests and approval, including the obligation to pay fees in addition to the payment of the difference between the membership contribution charged for the lower and higher categories of membership, as calculated at the time of approval of the Member's upgrade application.

6. Eligibility Membership will be offered to persons who are approved for membership in the Club, subject to the following: The criteria for membership for persons owning a Residence in the Vines Community will be ministerial only: i.e., limited to: (i) providing requisite information as may be reasonably required for Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by the Board from time to time for the Class of Club membership available and selected by the owner. The Board may establish additional criteria for approval that is not in conflict with The Vines Community Declaration, except that it may deny use rights to an individual based on the criminal history of an applicant if sufficiently severe in the reasonable determination of the Board. If there is a waiting list for a category of membership, the Board will establish rules regarding the waiting list, except that Owners of a Residence in the Vines community who are purchasing a membership as a condition of their purchase of the Residence are able to upgrade their membership to a higher level regardless of cap to a Golf Equity Membership. The Board may adopt rules for wait-list priority, including rules giving priority for members desiring to upgrade to a different category of membership or residents within the Belle Lago community. Each membership will be offered on a first-come, first-serve basis according to the rules established by the Board.

7. The Board has the ability to adopt a rule limiting the percentage of Equity Memberships that may be issued to persons who do not own a Residence within The Vines Community.

8. Owners of multiple memberships are responsible for the full payment of dues, assessments, fees and other charges attributable to each membership owned. An owner of multiple memberships who becomes delinquent in any monetary amounts due the Club under one membership, may have his membership rights suspended, and that member may not use any of the membership privileges for any membership until such delinquency is paid in full.

9. Membership Contribution for Memberships Applicants for Membership in the Club are required to pay the applicable membership contribution required for the type of membership applied for at the time the application is submitted to the Club for approval, together with any dues, fees or other charges attributable to a membership, except that a purchaser of a Residence within The Vines Community may pay the applicable fees and charges at the closing of the Residence No Membership Certificate will be approved or issued prior to receipt of funds in the full amount for the Membership applied for.

10. Membership Certificate

a. Every approved Member of the Club will receive a formal certificate of membership. Such certificate is in a form approved by the Board.

b. Membership certificates are not redeemable or transferable except as specifically provided by these Bylaws and then only in accordance with the procedures approved by the Board. Whenever a person ceases to be a member, whether by death, resignation, recall, expulsion or other provisions of these Bylaws, the members will surrender their membership certificate to the Club and the Club will effectuate the redemption, cancellation, purchase or sale of the membership of such member in accordance with and in the manner prescribed by these Bylaws.

c. When a membership is issued in more than one name, each individual is jointly and severally liable for all dues, fees, other charges and liabilities associated with such membership. No individual will be discharged or released from liability for dues, fees, other charges and liabilities until their membership has been reissued to a subsequent purchaser.

11. Transferability of Membership

a. Memberships are not transferable or assignable except as provided in this Article XI.

b. A member may transfer or sell his or her membership only to the Club. A member who desires to sell his or her membership must give the Club an irrevocable written notice that the membership is available for repurchase. The Club is not obligated to repurchase a membership under any circumstances except those specified in this Section but may do so in its sole and absolute discretion.

Resigned memberships will be repurchased when all available memberships in the resigned member's category are issued to members, and an individual acceptable to the Club pays the required membership contribution to purchase the membership made available by the resigning member. The Club may, but will not be required to, repurchase a membership prior to another individual acquiring the resigned membership. In the event there are no eligible persons, the resigned membership will be placed on a waiting list to be repurchased on a first-resigned, first-repurchased basis. The Club will maintain a waiting list of resigned memberships and of eligible persons who desire to acquire a membership according to rules adopted by the Board.

c. Even though all memberships have not been sold, a member may arrange through the Club for the repurchase of his or her membership and the issuance of a membership to the purchaser of his or her Residence within The Vines Community without being placed on a waiting list to be repurchased, if any. This arrangement must be made on or before the closing on the sale of the Residence within The Vines Community. Thereafter, the membership will only be repurchased in accordance with Section 11 (b) above.

d. The purchaser of a Residence must be approved for membership and pay the required membership contribution prior to the repurchase of the membership. The procedure for transfer in accordance with this Section 11 (d) is as follows:

(1) The resigning member must submit a resignation in writing stating: (A) that such member is selling such member's Residence, and (B) that the resignation will become effective upon the closing of title and the approval of the purchaser as a member;

(2) The purchaser must make application and have the application acted upon favorably by the Club for membership;

(3) Upon resignation becoming effective, as herein above provided, the resigning member will deliver to the Club's Secretary such member's membership certificate or an affidavit of lost certificate in a form acceptable to the Club; and

(4) The membership contribution to be paid by such purchaser is the amount set forth by the Board for the membership being surrendered or such upgraded membership requested by the purchaser, if available. After the purchaser has become a member, and upon receipt of the purchaser's membership contribution, the Club will promptly remit to the resigning member any amount due as provided in Section 11(e) of this Article based upon the membership contribution paid by the successor member and as set forth in the resigning members' vested rights in equity, if any. As soon as practical thereafter, the Club's Secretary will cancel the membership certificate of the resigning member and issue a new membership certificate to the purchaser.

e. For all Equity Memberships purchased prior to November 14, 2011, the amount which will be paid to the resigning member upon the sale of his or her membership is seventy percent (70%) of the membership contribution in effect on the date they sign the contract to sell their Residence. In the event that the membership of the resigned member is repurchased, the resigned member will be entitled to seventy percent (70%) of the membership contribution in effect at the time of repurchase. When a member sells their Residence, the member may not be entitled to a refund of pro-rated dues from the Club.

f. For Equity Memberships purchased from November 14, 2011 until October 31, 2016, the amount which paid to a resigning member upon the sale of his or her membership is fifty percent (50%) of the membership contribution in effect on the date they sign the contract to sell their unit. In the event that the membership of the resigned member is repurchased, the resigned member is entitled to fifty percent (50%) of the membership contribution in effect at the time of repurchase. When a member sells their Residence, the member may not be entitled to a refund of pro-rated dues.

g. Pursuant to the terms and conditions of these Bylaws, the Equity Members, from time to time, have the right to modify the provisions of Article XI, Section 11 (d). Any amount owed to the Club by a resigned member will be deducted from the amount paid to a resigned member upon the repurchase of his or her membership. If a member is suspended for non-payment of dues, assessments, other charges or for disciplinary reasons at the time of an increase in the equity contribution for new memberships, the suspended member will not be entitled to receive such increase upon the repurchase of his or her membership.

h. A member who has notified the Club that he or she has resigned membership in the Club is obligated to pay dues and assessments until the repurchase of their membership. If allowed by the Board, a resigned member may continue to use the Club facilities after his or her resignation if current in all monetary amounts owed to the Club.

i. A member that transfers his or her Residence in The Vines Community to another person or entity without receiving consideration for the transfer, may request the Club reissue the membership to the transferee without paying any additional membership fees or charges to the Club. This provision is to allow flexibility in estate planning, such as a transfer from individual to his or her trust, or a transfer from an entity to its shareholder, partner or affiliate. A request under this paragraph is subject to any rules, procedures or criteria established by the Board, and the Board, in its sole discretion may require any transaction comply with the formal procedures for repurchase and issuance of a new membership certificate.

j. Any misrepresentation or false information on any application may result in the forfeiture of membership or such other discipline as determined by the Board in accordance with these Bylaws.

12. Transfer upon Death or Divorce

a. Upon the death of a member, the membership automatically passes to the surviving spouse, if any. If the deceased member is not survived by a spouse, then (1) the heir of the deceased member's Residence (if an owner in The Vines Community), (2) the personal representative of the decedent's estate, or (3) the trustee of the decedent's trust, as applicable, automatically has the right to acquire the deceased member's membership without the payment of any additional membership contribution. This right is conditioned upon the application being submitted to the Club pursuant to any time frames or procedures established by the Board. The applicant must pay any outstanding monetary amounts unpaid by the deceased member and those monetary amounts properly charged by the Club to the member's account between the date of the member's death and the date of the application, in addition to dues and to all other applicable charges. If the legatee or heir does not apply for a membership within the time frame required by the Board, the membership will be deemed resigned to the Club.

b. Upon the death of a member who does not own property in the community, the Club will have the right, but not the obligation, to repurchase the membership upon payment to the member's estate of the amount to be paid to a resigned member as set forth in paragraphs 8(d) and 8(e) of this article.

c. In the event married persons are divorced, title to the membership, including all its rights and benefits given to the holder thereof, will vest in the spouse who is the owner of the membership if only one spouse is reflected on the membership certificate. In all other cases, the membership will vest in the spouse awarded the membership pursuant to either a written agreement between the former spouses or as set forth by the court in the divorce decree. In the absence of an agreement or court decree, the rights and benefits of the membership will continue in the owner(s) of the membership as reflected on the membership certificate.

13. Renter Privileges The Club will allow for the transfer of use rights in a membership to Renters of a member's residence upon application of the owner-member, subject to the restrictions contained within these Bylaws. Renters who are approved for the transfer of use rights may only use the Club facilities on the same basis as the designating member. A Renter's privileges are subject to application to the Club and approval by the Club, in addition to payment of all required use fees and charges. Renters must comply with these Bylaws and all rules and

regulations of the Club, as determined by the Club from time to time. While the membership privileges are transferred to the Renter, the member is still responsible for all dues, assessments, fees and other charges associated with the membership, but will not have the right or privilege to use the Club facilities. The obligation to pay membership dues, assessments, fees and charges is not transferrable or assignable to the Renter. The Board may set a minimum rental term threshold for the transfer of Renter privileges and may prohibit the transfer to a Renter who has previously received the transfer of a membership.

ARTICLE XII

A. VOTING.

On all matters to be voted on by members of the Club, a Golf Equity Membership will be entitled to four (4) votes, a Sports Equity Membership will be entitled to two (2) votes, and a Social Equity Membership will be entitled to one (1) vote. A Member will be entitled to vote his or her membership vote(s) only if the member is in good standing, including payment in full of all monetary obligations owed on the account. A member who has resigned his or her membership may vote if allowed by the rules established by the Board for the resignation of memberships. The Club may adopt rules as to designating the individual entitled to vote for each membership.

ARTICLE XIII

A. DELINQUENCIES.

1. Statement The Club will mail itemized statements of any dues, assessments and current charges and costs imposed or advanced by the Club to each member according to a schedule adopted by the Board. All amounts are due when provided by the Club. Each member will be responsible for determining the accuracy of all statements rendered on his or her membership account and to see to Club Management's correction of any errors reflected therein. Errors must be reported to and discussed with Club Management within thirty (30) days of a member's receipt of his or her monthly statement. If no errors are reported within such thirty (30) day period, the statement of such member's account so rendered will be conclusively presumed to be true, correct and accurate and the member will be fully responsible and personally liable for payment of the same.

A member is delinquent if payment is not received by the Club within thirty (30) days from the due date of any assessment, fee or other charge. Past due bills may be charged a late fee and interest at the highest rate allowable by law until paid. The Club may also charge a reinstatement fee to reactivate the account once it is deemed delinquent. Members who are delinquent in paying their indebtedness will be subject to such action and charges as is determined appropriate by the Board. The failure of any member to pay dues within the prescribed period constitutes grounds for forfeiture of such member's membership in the Club.

2. Personal Liability Each member will be personally liable and responsible to the Club for all purchases charged to his or her membership account, whether made by himself or herself, a member of his or her family, his or her authorized guests, or his or her Renters, and for all initiation and other dues, fees and other charges made or accruing to his or her account.

3. Delinquent Account and Suspension If full payment of a statement of a member's account will not be made within sixty (60) days of the date of its rendition, the credit of the delinquent member, and the rights, privilege and license of membership for such member and his or her family and guests to use Club properties and facilities will automatically be suspended until such time as all indebtedness has been paid in full. The name of suspended members may be posted in a conspicuous place on the bulletin boards located in the Club.

4. Delinquent Account/Expulsion Should a suspended member's delinquent account not be paid within one hundred twenty (120) days of the date of its rendition, Club will be entitled to permanently suspend such member from the Club at any time thereafter subject to any notice and hearing requirements adopted by the Board, if any. The termination of membership in the Club does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Club during the period of his membership, nor does it impair any rights or remedies which the Club may have against any former Member arising out of or in any way connected with such membership and the obligations incident thereto.

5. Delinquent Accounts – Collection Delinquent accounts may be referred by the Board to an attorney for collection and for the institution of such legal proceedings as may be required for such collection. Following any such referral of a delinquent account, the member responsible and liable to the Club for the payment of such account will also be responsible and liable to the Club for the payment of all attorney's fees, expenses and court costs associated with such collection, whether or not any such legal proceedings are instituted.

6. Liens The Club will have a lien against each membership for any unpaid assessments, dues, other charges owed to the Club and costs advanced by the Club on behalf of the member (by virtue of a guarantee of payment or otherwise). The lienable amount includes late fees, interest, and attorney fees and costs incurred in the collection, enforcement or preservation of the delinquency, regardless of whether a legal proceeding is initiated. The lien may, but need not be, recorded among the public records of Lee County, Florida, by filing a claim therein which states the name of the member, the number of the membership and the amount claimed to be due. The lien is continuing in nature and will include any assessments, dues, charges, late fees, interest, attorneys' fees or costs that come due after the execution of the lien until its satisfaction by payment in full. The lien will continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, will have been paid. Such claims of lien will be signed by an officer or agent of the Club. Upon full payment, the member will be entitled to be reinstated as a member in good standing of the Club and will be entitled to a satisfaction of lien to be prepared and recorded at the member's expense. All such liens may be foreclosed by the Club, in any action at law or in equity in the same manner as foreclosure of liens for condominium associations under Florida Statutes Chapter 718. The Club may also, at its option, sue to recover a money judgment for unpaid assessments, dues, other charges, interest, late fees, attorney's fees or costs, without thereby waiving the lien securing the same.

No member will be permitted to create, incur or allow an encumbrance of any kind on their membership except to the extent such lien represents a purchase money mortgage lien incurred as a result of acquiring the membership or unless the lien is subordinated to the interest of the Club on a form satisfactory to the Club. Any such encumbrance which will be superior to the interest of the Club must be disclosed to the Club as part of the membership application process.

7. Credit-Security As a prerequisite to using the Club facilities, any person may be required to give to the Club a credit card, check or cash deposit as security for payment for all charges incurred by such persons in using the Club facilities. The Board may adopt rules and regulations regarding payment procedures.

ARTICLE XIV

A. DISCIPLINE.

1. In General Any member or any family member, guest or Renter of such member whose conduct is deemed to be improper, inconsistent or incompatible with the requirements of Club or otherwise unbecoming of a member of the Club, or conduct which is likely to endanger the welfare, safety, harmony or good reputation of the Club or its members, is subject to disciplinary action, which may include, without limitation, reprimand, fining, suspension, or, expulsion from the Club as determined by the Board or its designee. The Board will be the sole judge of what behavior qualifies for disciplinary action.

2. Complaints Complaints alleging that a particular member of the Club, his or her immediate family, guest or Renter, has engaged in conduct unbecoming of a member of the Club are handled according to the rules adopted by the Board.

3. Administration of Discipline If the Board or its designee, in its sole and absolute discretion and opinion, finds that the complaint is justified and has been reasonably substantiated such that, in the opinion of the determiner, that the member involved, a member of his or her immediate family, guest or Renter has engaged in conduct unbecoming of a member of the Club, the Board will administer such disciplinary action as it, in its sole and absolute discretion, deems appropriate in the circumstances. The Board, taking into account the nature and gravity of the conduct involved, may in its sole and absolute discretion, reprimand, fine, place on probation, suspend or permanently suspend the membership of any member of the Club who, or whose Family, guests or Renters have, in the opinion of the Board, engaged in conduct unbecoming of a member of the Club. A member of the Club, or other person against whom any such disciplinary action is taken will be given written notice of such disciplinary action by the Board and thereafter such disciplined member, family, guests or Renters will be obligated to conduct themselves accordingly.

4. Suspension The Board may suspend a member and/or any family member, guest or Renter of such member from some or all of the privileges of the Club for a period of up to one (1) year. Dues and other obligations will accrue during such suspension and will be paid in full before reinstatement to full privileges.

5. Permanent Suspension The Board may, by two-thirds (2/3) vote of the Governors present at a Board meeting, permanently suspend any individual's use rights in their Club membership for cause deemed sufficient by the Board. In the case of the permanent suspension of membership use rights, the rights, privileges and license of membership of such individual to use and enjoy the properties, facilities and activities of the Club will, from and after the date of such permanent suspension, be terminated and revoked. A permanently suspended member will forfeit any initiation fee and all dues then due or previously paid to the Club.

Permanent suspension will not relieve the individual member of or from his or her obligations and personal liability for the payment of any debt or indebtedness to the Club or any dues, fees or other charges which have been made or charged or which may have accrued to his or her membership account prior to or after the date their membership is transferred to a new eligible member. Any individual of the Club who has been permanently suspended may not again be eligible for membership nor admitted to the Club's property under any circumstances, including, without limitation, as a guest of another member in good standing unless such permanently suspended member will be reinstated by the Board.

A permanently suspended member will be notified by certified mail.

6. Prevailing Party Attorney's Fees In any enforcement action or litigation between the Club and any member, the Club will be entitled to recover reasonable attorney's fees and costs from the member incident to enforcement, regardless of whether a litigation action was filed, and if so, the Club is entitled to recover its fees and costs at all levels of the litigation (including appeals and any administrative action).

ARTICLE XV

A. PRIVATE GOLF CART RATES.

The Club will have the right to permit the use of privately-owned golf carts by Equity Members. The use of privately-owned golf carts will be subject to such rules and regulations and the payment of fees, as may be established from time to time.

ARTICLE XVI

A. MISCELLANEOUS.

1. Conflicts between Bylaws and Articles of Incorporation In the event of a conflict between the terms of these Bylaws and the Articles of Incorporation, the Articles of Incorporation will prevail.

2. Force Majeure If the operation of the Club facilities is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the Club's control, whether or not specifically mentioned herein, the Club will be excused, discharged and released of performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind.

3. Conflicts of Interest The fact that a shareholder, affiliate, partner, member, governor, employee or agent of, or person or entity holding a legal or beneficial interest in, the Club is directly or indirectly interested in, owned, employed or connected with any person, firm, corporation or other entity employed by the Club to render or perform a service, or from which the Club may buy merchandise, material, services or other property, will not prohibit the transaction

or employment unless prohibited by law, as long as the necessary conflict of interest disclosure and approval procedures set forth in Florida Statutes Chapter 617 (the Florida Not-For-Profit Corporations Act) are followed.

4. Gender Whenever the masculine or singular form of a pronoun is used in these Bylaws, it will be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

5. Severability Should any portion hereof be void or become unenforceable, the remaining provisions of these Bylaws will remain in full force and effect.

ARTICLE XVII

A. AMENDMENTS.

1. Amendments The Bylaws or Articles of Incorporation may be altered or amended only by the Board, except that any change to these Bylaws or the Articles of Incorporation of the Club which is materially adverse to or limits the rights of the Golf Equity, Sports Equity and Social Equity Members must be approved by a majority of the votes cast by the membership at a duly called members meeting. Changes which are materially adverse to the rights of the Golf Equity, Sports Equity and Social Equity Members will include, without limitation, items listed below which require the approval of a majority of the votes cast at a members' meeting in order to be changed:

- a. the number of Golf Equity Memberships, Sports Equity Memberships or Social Equity Memberships;
- b. the rights of Renters to be delegated membership use rights in the Club facilities;
- c. any of the restrictions or limitations on assessment of memberships for dues, charges and assessments;
- d. any prohibition on the use of privately-owned golf carts by Golf or Sport Equity Members;
- e. prohibition on guests of members use of the Club facilities, unless part of disciplinary or other Club enforcement action;
- f. the rights of owners of Residences in the Vines Community who are members to arrange for the Club to repurchase and reissue their resigned memberships to their subsequent purchasers or their eligibility to acquire memberships; or
- g. this section of the Bylaws.

2. Procedure for Amendments by Board of Governors Any amendment to these Bylaws or the Articles of Incorporation by the Board must be approved at any regular or special meeting of the Board. Notice of the Board's adoption of any approved amendments will

be sent to the Members, together with a copy of the approved amendments. Any proposed amendment requires the approval of a majority of the Board voting at a duly-called Board meeting.

3. Procedure for Amendments by Members In the event proposed amendments to these Bylaws or Articles of Incorporation of the Club require approval of the membership, the proposed amendment must be approved by both a) a majority vote of the Board, and (b) a majority of the votes cast by the members of the Club, in person or by proxy, at any duly called and constituted annual or special meeting of the members of the Club at which a quorum of the voting members is present. A proposed amendment must be set forth in the notice of the meeting. To the extent multiple amendments are proposed, including amended and restated documents, only some of which are subject to membership approval requirements, the failure of members to approve certain amendments will not affect the validity or enforceability of other properly adopted amendments contained within any combined document.