

EX. C

**BYLAWS**  
**OF**  
**HILL TIDE ESTATES OWNERS ASSOCIATION, INC.**

1. **GENERAL.** These are the Bylaws of HILL TIDE ESTATES OWNERS ASSOCIATION, INC., hereinafter the "Association," a corporation not-for-profit organized under the laws of Florida for the purpose of maintaining operating, managing, protecting, preserving and improving the real property subject to the Declaration of Covenants, Conditions, and Restrictions for Hill Tide Estates, as amended from time to time (the "Declaration").

1.1 **Principal Office.** The principal office of the Association shall be at c/o Boca Pass Partners, LLC, 12801 Commonwealth Drive, Unit 12, Fort Myers, FL 33913, or at such other place in Lee or Collier County, Florida, as the Board of Directors may determine.

1.2 **Seal.** The Association shall not have an official seal. If any document needs to be signed and a seal affixed to cause such document to be valid, the words "Corporate Seal" surrounded by parenthesis shall be sufficient to constitute a corporate seal.

1.3 **Applicability.** All Lot Owners, their respective families, invitees, guests and lessees are subject to these Bylaws, the Articles of Incorporation of the Association, and the Declaration.

1.4 **Definitions.** The terms used herein shall have the same definitions as stated in the Declaration.

2. **MEMBERS.**

2.1 **Qualification.** The Members of the Association shall be the record owners of legal title to any Lot that is subject to the Declaration. Membership shall become effective upon the recording, in the Public Records of Lee County, of a deed or other instrument evidencing legal title to the Lot in the Member.

2.2 **Voting Rights; Voting Interests.** The Members of the Association are entitled to vote as provided for in Article III of the Declaration. The vote of a Member shall not be divisible.

2.3 **Change of Membership.** A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above; the membership of the prior Owner shall thereby be automatically terminated.

2.4 **Termination of Membership.** The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Property during the period of his/her membership, nor does it impair any rights or remedies which the Association may have

against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS MEETINGS; VOTING.

3.1 Annual Meeting. The Members shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

3.2 Special Members Meetings. Special Members meetings shall be held whenever called by the President, or by a majority of the Board of Directors, and may also be called by twenty percent (20%) of the Members entitled to vote as provided in the Declaration. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the Members making the request. Business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

3.3 Notice of Meetings. Notice of all Members meetings shall state the time, date, place, and purpose of the meeting. The notice shall be mailed to each Member, unless waived in writing, at his address as it appears on the books of the Association, electronically transmitted to those Members who have consented in writing to receive notice by electronic transmission, or may be furnished by personal delivery. The Member bears the responsibility for notifying the Association of any change of address, electronic mailing address, or facsimile number. The notice shall be mailed or delivered at least fourteen (14) days prior to the date of the meeting. Notice of a meeting, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid and addressed to the Member at his post office address as it appears in the records of the Association. An affidavit of the officer making such delivery shall be retained in the Association records as proof of such delivery of notice. Notice of any meeting may be waived in writing by any Member. Notice of any meeting may be waived by Members before or after the meeting and the attendance of any Member or proxy shall constitute such Member's waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 3.3 of these Bylaws. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

3.5 Quorum. A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of thirty percent (30%) of the total voting interests at all annual and special meetings.

3.6 Vote Required. The acts approved by Members representing a majority of the votes present in person or by proxy who are entitled to vote at a meeting at which a quorum has been attained shall be binding upon all Members for all purposes, except where a higher vote is required by law or by any provision of the Declaration, these Bylaws or the Articles of Incorporation of the Association. Any action required or permitted to be taken at an Annual or Special Meeting of Members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action if a meeting were to be held at which all Members entitled to vote on such action were present and voted. In order to be effective, all Members entitled to vote shall be given written notice of the proposed action and the opportunity to consent, and the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to its principal office in this state, its principal place of business, the corporate secretary, or another officer or agent of the corporation having custody of the book in which proceedings of meetings of Members are recorded. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Members having the requisite number of votes necessary to authorize the action within 60 days of the date of the earliest dated consent and is delivered in the manner required by this section.

3.7 Proxy Voting. Votes may be cast at a meeting either in person or by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. 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. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the lot, specify the date, time and place of the meeting for which it is given and the original must be delivered to the Secretary at or before the appointed time of the meeting. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Order of Business. The order of business at Members meetings shall be substantially as follows:

- (a) Call of the roll or determination of quorum;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading or disposal of minutes of last meeting;
- (d) Reports of officers, committees, and employees or agents;

- (e) Election of Directors (annual meeting only);
- (f) Unfinished Business;
- (g) New Business;
- (h) Adjournment.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within ninety (90) days after the meeting at which they were taken.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by law or the Declaration, Articles, or Bylaws.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3), who shall initially be appointed by the Declarant. The number of Directors may be increased or decreased by a resolution of the Board of Directors, provided that the number of directors is never less than three (3) or more than five (5). Until Turnover, the Declarant shall have the right to designate all of the initial members of the Board of Directors, who need not be members of the Association. The Declarant shall be entitled to elect at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Lots. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Thereafter, Directors shall be elected for a one (1) year term or until their respective successors are elected or appointed. A Director shall serve until the annual meeting at which his successor is duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the Members at the annual meeting or, in the case of a vacancy, as provided in 4.4 below.

4.2 Qualifications. After Turnover, each Director shall be a Member of the Association, or a spouse, officer, director, partner, member, manager, agent or employee of a Member of the Association, or may be an appointee of Declarant as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Lots.

4.3 Nominations and Elections. At each annual meeting the Members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, no Member may cast more than one vote for any nominee, it

being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off may be held to break a tie vote.

4.4 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office until the next annual meeting. At the next annual meeting, the Members shall elect a person or persons to fill the remaining unexpired term or terms, if any. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special meeting. Any Board vacancies as to Board positions controlled by the Declarant may be replaced by the Declarant.

4.5 Removal of Directors. Any or all Directors, except those appointed by Declarant, may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose, subject to Section 4.16 herein. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Meetings may also be held by conference call so long as Members are given an opportunity to call in and attend the meeting as to any matters which are open to the Members. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic mail, or facsimile, at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to Members, except as provided in Chapter 720, Florida Statutes, for certain meetings between the Board and its attorney or meetings to discuss personnel matters, and notices of all Board meetings shall be posted conspicuously on the property at least forty-eight (48) hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting where Assessments against Lots are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of the Assessments. No other notice of the proposed agenda need be given. The right of Owners to attend does not include the right to participate unless invited to do so. In lieu of posting a notice of Board meetings, the Association may provide a schedule of Board meetings and deliver such schedule to all Members by mail, hand-delivery or electronic transmission, or the Association may deliver notice by mail, hand-delivery or electronic transmission of a Board meeting to each member at least 7 days before the meeting, except in an emergency.

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

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11 Adjourned Meetings. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.12 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration or by applicable statutes. Action required or permitted to be taken at a Board of Directors' meeting or committee meeting may be taken without a meeting if the action is taken by all Members of the board or of the committee. The action must be evidenced by one or more written consents describing the action taken and signed by each Director or committee Member. Action taken under this section is effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

4.13 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.14 The Presiding Officer. The President of the Association, or in his/her absence the Vice-President, if there is a Vice-President and if not, the Secretary shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.15 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such unless compensation for their services is first approved by at least a majority of the voting interests. Directors and officers shall be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.16 Committees. The Board of Directors may, by resolution, appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such

committee shall have the powers and duties assigned to it in the resolution creating the committee.

4.17 Declarant Appointed Directors. Notwithstanding anything in this Article 4 to the contrary, the Declarant shall be entitled to appoint all Directors to the Board until Turnover. As long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots, Declarant shall be entitled to elect at least one (1) Director to the Board.

4.18 Compensation. No Director shall receive compensation for serving in such capacity; provided, however, this shall not be constructed to preclude a Director from serving the Association in any other capacity (other than as an officer) and receiving compensation therefore. The compensation of all employees of the Association shall be fixed by the Board of Directors.

4.19 Powers and Duties. Except as otherwise provided herein, by law, in the Declaration, or in the Articles, all of the powers and duties of the Association shall be exercised by the Board of Directors.

4.20 Place of Meetings. Notwithstanding anything contained herein to the contrary, any meeting of Members or Directors may be held at any place within the State of Florida.

4.21 Proviso. Notwithstanding anything contained herein to the contrary, the Directors shall not have the right or authority to do any act or take any actions wherein the same would limit, modify, or abridge the rights, privileges, and immunities of the Declarant, as set forth in the Declaration, the Articles or these Bylaws.

## 5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, a Treasurer and a Secretary, all of whom shall be elected annually, after Turnover, by the Board of Directors. The Board may, from time to time, elect other officers and designate appropriate powers and duties to them. Officers need not be Members or representatives of Members. Any person may hold two or more offices except that the President shall not be served by the same person serving as the Secretary. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association; he/she shall preside at all meetings of the Members and Directors; shall be an ex-officio Member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. He/she shall execute all documents requiring seal of the Association, except where such are permitted by law to be

otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-President. The Vice-President, if one is elected, shall in the absence or disability of the President perform the duties and exercise the powers of the President, and he/she shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for that purpose and shall perform like duties for the standing committees when required. He/she shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors and shall perform such other duties as may be prescribed by the Board or the President. He/she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Declaration and shall maintain all official records and books of the Association, including a copy of the SFWMD Permit.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He/she shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association.

5.6 Delegation of Management. Certain Association functions for which the responsibility lies with the Directors and its officers may be delegated to a management agent. Such functions may include, without limitation, the collection of Assessments, keeping of records, and the maintenance, repair, and replacement of the Common Areas and those portions of the Lots and Living Units which are the Association's responsibility. The Association and its officers, however, shall retain at all times the powers and duties provided by law.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its accounts in such federally insured financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles. Should the Association employ a management firm or managing agent, and should in the course of such employment said management firm or managing agent be charged with any



responsibilities concerning control of any of the funds of the Association, then and in such event, any such agreement with such management firm or managing agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.

6.2 Budget. Following Turnover, the Board of Directors shall adopt a budget of Common Expenses for each Fiscal Year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to, electronically transmitted to, or served on the Owner of each Lot not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications, and may include reserves for deferred maintenance and capital expenditure. The budget shall be adopted upon a majority vote of the Directors present at a meeting of the Board at which a quorum is attained. Prior to Turnover, the Declarant shall establish the budget as provided in the Declaration.

6.3 Reserves. If provided for in the initial budget established by the Declarant or if the Members so vote, the Board shall maintain one or more additional reserve accounts for capital expenditures and deferred maintenance in accordance with Section 720.303(6)(d), Florida Statutes. In addition, the Board may establish reserve accounts for contingencies, operating expenses, repairs, or minor improvements, which Board-established reserves may be increased or decreased each year by the Board at its discretion. The purpose of the reserves is to provide financial stability and to avoid the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. Once established in the budget by Declarant or by majority vote of the Members, reserves for capital expenditures and deferred maintenance shall be determined, maintained, and waived in accordance with Section 720.303(6), Florida Statutes, as amended. Other reserves established solely by the Board may be determined, adjusted or waived by approval of the Board.

6.4 Assessments. Regular Assessments based on the adopted budget shall be paid as provided in Article VI of the Declaration. If an annual budget has not been adopted at the time the payments for a fiscal year is due, it shall be presumed that the amount of such payments are the same as the last payment, and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage calculated shall be paid.

6.5 Special Assessments. Special Assessments may be imposed pursuant to Article VI, Section 7 of the Declaration. Special Assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any Special Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s). Any surplus of a Special Assessment shall be credited to either the reserve account or the operating account at the discretion of the Board of Directors.

6.6 Initial, Resale, and Individual Assessments. Initial, Resale, and Individual Assessments may be levied and collected at such times and in such amounts as authorized pursuant to Article VI, Sections 8 and 9 of the Declaration.

6.7 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks and all other persons having access to or control of Association funds, may be bonded as determined by the Board of Directors. The premiums on such bonds shall be a Common Expense.

6.8 Financial Report. Not later than ninety (90) days after the close of each Fiscal Year, the Board shall prepare and distribute a financial report showing in reasonable detail the financial condition of the Association as of the close of its Fiscal year and an income and expense statement for the year, detailed by accounts. The report shall be prepared and copies of this report shall be furnished to each Member in compliance with Section 720.303(7) Florida Statutes as amended. In addition, the Board may cause an audit of the accounts of the Association from time to time, as the Board may deem necessary.

6.9 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors, except reserves, if budgeted, which shall be maintained in a separate account or accounts. All payments on account by a Member shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, and regular or Special Assessments, in such manner and amounts as the Board of Directors may determine, subject to the provisions set forth in the Declaration.

6.10 Fiscal Year. The Fiscal Year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different Fiscal Year in accordance with the provisions and regulations from time to time prescribed in the United States Internal Revenue Code of 1986, as amended.

6.11 Acceleration of Payment of Installments of Assessments. If a Member shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Member and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of or mailing of such notice to the Member.

6.12 Accounting Records. The Association shall maintain accounting records in the State of Florida, according to the generally accepted accounting practices, consistently applied. The records shall be open to inspection by Members of the Association and institutional first mortgagees or their representatives duly authorized in writing at reasonable times as required by Chapter 720, Florida Statutes.

6.13 Acquisition of Lots. At any foreclosure sale of a Lot, the Board may acquire in the name of the Association, or its designee, the Lot being foreclosed. The term "foreclosure", as used in this Section, shall mean and include, but not be limited to, any foreclosure of any lien, including a lien for Assessments. The power of the Board to

acquire a Lot at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the powers of the Board.

6.14 Default in Payment of any Assessments: Lien. In the event of a default by a Member in the payment of any Assessment, the Association shall have all rights and remedies as set forth in the Declaration and in addition, all rights and remedies as provided by law. The liability of the Member shall include liability for a late charge to be determined by the Board, all of the Association's costs, including reasonable attorneys' fees, and court costs incurred by the Association incident to the collection of such Assessment or the enforcement of its lien. Nothing herein contained shall be construed to limit the rights of the Association as provided for in the Declaration, Articles or otherwise in these Bylaws, as amended.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may from time to time adopt and amend administrative rules and regulations governing the operation, use, maintenance, management and control of the Association Property, the Association, the Lots and any facilities or services made available to Members by the Association. Copies of such rules and regulations shall be furnished to each Member. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Members and uniformly applied and enforced.

8. AMENDMENT OF BYLAWS. Prior to Turnover, Amendments to these Bylaws may be unilaterally made by the Declarant by recording an Amendment signed solely by Declarant in the Public Records of Lee County, Florida. Following Turnover, Amendments to these Bylaws shall be proposed and adopted in the following manner:

8.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon written petition signed by at least twenty percent (20%) of the Members entitled to vote as provided in the Declaration.

8.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given except as provided in Section 8.3 below.

8.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Declaration, these Bylaws may be amended at a meeting duly called for such purpose pursuant by an affirmative vote of sixty-seven percent (67%) of the total voting interests of the Association, or by approval in writing of sixty-seven percent (67%) of the total voting interests of the Association without a meeting. Notwithstanding the foregoing, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant without the written consent of such Declarant to any such amendment. Additionally, no amendment to these Bylaws relating to the operation and

maintenance of a Surface Water Management System located within the Property is effective without the prior written consent of the SFWMD.

8.4 Limitation. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment abridge, alter or amend the rights of the Declarant or mortgagees of Lots without their consent.

8.5 Recording; Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida. The certificate must identify the book and page of the Public Records where the Declaration is recorded.

9. PARLIAMENTARY RULES; ROBERTS RULES OF ORDER. Parliamentary Rules, Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Articles, Declaration, Bylaws of this Association, as amended, or the laws of the State of Florida.

10. MISCELLANEOUS.

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

10.2 Severability. Should any provision (or any portion thereof) be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

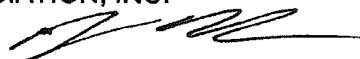
10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration or Articles, the provisions of the Declaration or Articles shall prevail over the provisions of the Bylaws.

10.4 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

10.5 Turnover. Members other than the Declarant are entitled to elect at least a majority of the Members of the Board not later than three (3) months after ninety percent (90%) of the Lots subject to the Declaration have been conveyed to Members other than the Declarant. The Declarant may, in its sole discretion, turn over control of the Board at an earlier date. For the purposes of this section, the term "Members Other Than the Declarant" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

The foregoing constitute the first Bylaws of HILL TIDE ESTATES OWNERS ASSOCIATION, INC.

HILL TIDE ESTATES OWNERS  
ASSOCIATION, INC.

By:   
James A. Nulf, Jr., President

Date: 9-12-16

#2177512V1