

**Bylaws
Of
Celebration Cape Community Association, Inc.**

A Corporation Not For Profit Under the Laws of the State of Florida

**Section 1
Identity**

- 1.1 **Celebration Cape Community Association, Inc.**
These are the Bylaws of Celebration Cape Community Association, Inc. (the *Association*), a corporation not for profit under the laws of the State of Florida as now exists, as may be amended and organized for the purpose of administering that certain Community located in Lee County, Florida known as Celebration Cape Community Association.
- 1.2 **Principal Office**
The principal office of the Association shall be at Celebration Cape or at such other place as may be designated by the Board.
- 1.3 **Fiscal Year**
The fiscal year of the Association shall be the calendar year.

**Section 2
Definitions**

- 2.1 **Terms Used In Documents**
For convenience, these Bylaws shall be referred to as the *Bylaws*, the Articles of Incorporation of the Association as the *Articles*, and the Declaration of Restrictions and Protective Covenants as the *Declaration*. The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

**Section 3
Proof of Ownership**

- 3.1 Each Unit Owner shall file with the Association a copy of the deed or other document showing his or her ownership, mailing address, phone number and electronic mailing address.

**Section 4
Types and Notices of Meetings**

- 4.1 **Annual Meeting**
The annual Members' meeting shall be held in the month of March at the place and time as determined by the Board. The purpose of the meeting shall be to elect Directors, adopt annual budget and transact any and all other proper business to be transacted by the Members or stated in the notice of meeting sent to Unit Owners in advance thereof.

- 4.2 **Special Meetings**
Special Members' meetings shall be held at such place and time as called by the President or a majority of the Board, or must be called by the President or Secretary upon receipt of a written request from Thirty Percent (30%) of the voting interests of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 4.3 **Notice of Meetings**
The President, Secretary, or their designee shall give written notice of all meetings of Members stating the time, place, and purpose for which the meeting is called. A copy of the notice shall be posted at a conspicuous place on the Association property and a copy shall be sent by mail or hand delivered (signature required) or electronically transmitted to each Unit Owner unless the Unit Owner waives, in writing, the right to receive the notice of the meeting. The mailing, electronic notice or delivery shall be to the address of the Unit Owner as it appears on the records of the Association. The mailing, electronic notice or delivery shall be at least fourteen (14) days before the date of the meeting. Proof of notice shall be given by affidavit executed by the person providing the notice and filed upon execution among the official records of the Association.
- 4.4 **Quorum and Lack of Quorum**
The percentage of voting interest required to constitute a quorum at a meeting of the Members shall be Thirty Percent (30%) of the total voting interest. Decisions that require a vote of the Members must be made by the concurrence of at least a majority of the voting interest present, in person or by proxy, at a meeting at which a quorum has been attained.
- If any meeting of Members cannot be held because a quorum has not been attained (30% of the Membership), the Members who are present, either in person or by proxy, may by announcement adjourn an annual special meeting to a different date, time or place before adjournment is taken, or notice must be given of the new date, time and place as provided above.
- 4.5 **Order of Business**
The order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be established by the President of the Association.
- 4.6 **Member Attendance**
Members and Unit Owners have the right to attend all Membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A Member and Unit Owner has the right to speak for at least three (3) minutes on any item, provided that the Member and Unit Owner submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration and other manner of Member and Unit Owner's statements.
- 4.7 **Developer Turnover**
The Association shall be turned over to its Members by the Developer upon Ninety Percent (90%) of the land parcels (units) being sold by the Developer or at any other time prior thereto as determined solely by the Developer.

Section 5
Voting

5.1 Number of Votes

In any meeting of Members, the owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit is not divisible.

5.2 Majority Vote

The acts approved by a majority of the votes present in person, or by proxy at a meeting at which a quorum shall have been attained, shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws.

5.3 Proxies

Votes may be cast in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it is given, and must be signed by the authorized person who executed the proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned and reconvened meetings thereof. In no event shall any proxy 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 any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by a person authorized to cast the vote for the Unit, and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a Unit as set forth in Section 5.1 of these Bylaws, or a spouse of an eligible voter.

Section 6
Election of Board of Directors

6.1 Election

The regular election of Directors shall occur at the annual meeting.

6.2 Director Qualifications

Directors must be Unit Owners or the spouse of a Unit Owner. A Unit Owner and their spouse may not be elected to serve on the board at the same time.

6.3 First Notice — Candidates

Not more than sixty (60) days before the election, the Association shall mail, deliver, or electronically transmit to each Unit Owner entitled to vote a first notice of the date of the election. Any Unit Owner or other eligible person wishing to be a candidate may qualify as such by giving written notice to the Association at least forty-five (45) days before the annual election.

6.4 Second Notice .Candidate Information Sheet

The Association shall mail, deliver, or electronically transmit a second notice of the Annual meeting, together with a ballot listing all qualified candidates in alphabetical order by surname and any information sheet submitted by the candidate to be distributed to the Membership. All candidate information sheets should be on one side of an 8 1/2 inches by 11 inch piece of paper, furnished by the candidate. The costs of the mailing and copying the candidate information sheet are borne by the Association.

- 6.5 **Ballot**
The ballot prepared for the annual meeting shall list all director candidates in alphabetical order by the last name. Directors shall be elected by a plurality of the votes cast, cumulative voting is not allowed.
- 6.6 **Tie votes**
Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- 6.7 **Fair Election**
The Board may adopt additional procedures to ensure a fair election.
- 6.8 **Nominations From the Floor**
Nominations shall not be accepted from the floor on the date of the election.
- 6.9 **No Election Necessary**
No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.
- 6.10 **Term**
In order to provide for a continuity of experience by establishing a system of staggered terms of office, at the first election after the adoption of these Bylaws, the number of Directors to be elected shall initially be three (3). The two (2) candidates receiving the highest number of votes shall be elected for a term which expires at the annual election after the next annual election. The one (1) receiving the least votes shall serve until the next annual election. Three years from the election of the first Board the Board shall increase to five (5) Members. Then the three (3) receiving the highest number of votes shall each be elected for a term which expires at the annual election after the next annual election. The two (2) candidates receiving the next highest number of votes shall each be elected for a term which expires at the next annual election. If there are five (5) or fewer candidates, the determination of who will serve the longer terms shall be made among the candidates by agreement or by lot. Therefore, all Directors shall be elected for two (2) year terms.

Section 7
Directors and Officers

- 7.1 **Directors**
A Board of initially three (3) and increased and provided above to five (5) Members shall govern the affairs of the Association.

7.2 Executive Officers

The executive Officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom shall be elected by the Board and who may be peremptorily removed at any meeting by concurrence of the majority of all of the Directors. A person may hold more than one (1) office except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one (1) office. The Board from time to time shall elect such other Officers and hire such agents and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. Officers must be Directors.

7.3 Officer Responsibilities

7.3.1 President

The President shall be the chief executive Officer of the Association. He/she shall have all of the powers and duties that are usually vested in the office of the president of an association.

7.3.2 Vice President

The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He/she also shall assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board.

7.3.3 Secretary

The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the serving of all notices to the Members and Directors and other notices require by law. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by law, the Directors or the President.

7.3.4 Treasurer

The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He/she shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer as required by law.

7.4 Managing Agent

Nothing contained in this section shall preclude an office from delegating the authority assigned to the office to the managing agent when practical or necessary.

7.5 Compensation

Neither Directors nor Officers shall receive compensation for their services as such.

7.6 Resignation

Any Director or Officer may resign his/her post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a

later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective. A Director is presumed to have resigned when he/she is no longer a Member or spouse of a Member of the Association.

Section 8
Meetings and Requirements of Board of Directors

- 8.1 **Organizational Meeting**
The organizational meeting of a newly elected or appointed Board shall be held immediately following the annual meeting.
- 8.2 **Regular Meetings**
Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors or as called by the President.
- 8.3 **Notice of Regular Meetings**
Notice of regular meetings shall be given to each Member and each Director at least forty-eight (48) hours prior to the meeting, except in an emergency. Meetings of the Board shall be open to all Unit Owners. For the attention of the Members, the notice of such meetings shall be posted conspicuously on the Association property forty-eight (48) hours in advance, except in the event of an emergency.
- 8.4 **Special Meetings of the Board**
Conspicuous written notice of any meeting at which a special assessment, or at which rules or amendments regarding Unit use will be considered, shall be provided to the Owners via one (1) of the methods set forth in Section 4.3 of these Bylaws and posted at a designated location in the community not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be by affidavit by the person providing the notice and filed among the official records of the Association.
- 8.5 **Special Meeting of the Board of Directors**
Special meetings of the Directors may be called by the President. At the written request of three (3) of the Directors, the President or Secretary are required to call a special meeting to discuss the issue at hand. Notice of the meeting shall state the time, place, and purpose of the meeting and comply with the notice provisions to the Member and Board as set forth in Section 8.3 above.
- 8.6 **Waiver of Notice**
Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting except when his/her attendance is for the sole purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 8.7 **Presiding Officer**
The presiding Officer of the Board meetings shall be the President or in his/her absence, the Vice-President. In the absence of, or by request of either presiding Officer, the Directors present may designate another Member of the Board to preside.

- 8.8 **Quorum**
A quorum at Board meetings shall consist of a majority of Board members. No meeting of the Board may be held without a quorum. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by greater number of Directors is required by the Declaration, the Articles, or these Bylaws.
- 8.9 **Parliamentary Rules**
Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declarations, the Articles, or these Bylaws. The above notwithstanding, the Board or the Members may, by consensus, agree to less formal rules and procedures at their respective meetings.
- 8.10 **Minutes of Meetings**
The minutes of all meetings of the Board shall be kept in a book available for inspection at any reasonable time by Unit Owners or their authorized representative.
- 8.11 **Adjourned Meetings**
If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. An additional meeting notice must be posted for the adjourned meeting in accordance with Sections 8.3 and 8.4 of these Bylaws.
- 8.12 **Vacancies**
The remaining Directors shall fill vacancies on the Board in the event of death, resignation, removal, or disqualification, even though the remaining Directors may be less than a quorum. A person so appointed shall serve until the next annual meeting.
- 8.13 **Removal of Directors**
Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 9
Written Agreement

- 9.1 **Approval of Members**
Any action requiring approval of the Members may, at the discretion of the Board, be approved by written agreement of a majority of the Membership with or without a meeting.
- 9.1.1 **Action Without a Meeting of Members**
Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action.
- 9.1.2 **Consent of Action**
The communication shall include a form of consent to permit each owner to consent to the proposed action and instructions on consent procedures.

9.13 Votes Required

The Association may proceed with the proposed action without further notice and without a vote at a Membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted.

9.1.4 Allotted Time Frame

If the requisite number of writing consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the sixtieth (60th) day.

9.1.5 Notification of Members

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The written notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting per Section 6.17.0701(4)(a), Florida Statutes.

9.2 Revocation

Any written consent or agreement may be revoked prior to the date that the required numbers of consents to authorize the proposed action are received. A revocation is only effective if in writing and when received at the principal office of the Association.

9.3 Consent as Vote

A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

9.4 Recording

If the action to which the Members consent is such as would have required the filing of a certificate if such action had been voted on by the Members at a meeting thereof, the certificate filed must state that written consent has been given in accordance with provisions of Section 617.0701, Florida Statutes.

9.5 Record of Action

Whenever action is taken pursuant to this section, the written consent of the Members consenting to such action, or the written reports of inspectors appointed to tabulate such consents, must be filed with the minutes.

Section 10

Executive Board Responsibilities

10.1 Powers and Duties

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts in executing such powers except such acts which, by law, the Declaration or these Bylaws may not be delegated to the Board by the Unit

Owners. Such powers and duties of the Board shall include, but not be limited to, without limitation (except as limited elsewhere herein) the following:

- 10.1.1 **Maintenance of Common Areas**
Operation, care, upkeep and maintenance of the common areas.
- 10.1.2 **Operational Expenses**
Determination of the expenses required for the operation of the Association.
- 10.1.3 **Assessment Collection**
Collection of the assessments for Association expenses from Unit Owners who are required to pay.
- 10.1.4 **Hiring and Firing of Personnel**
Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas.
- 10.1.5 **Adoption and Amendment of Rules and Regulations**
Adoption and amendment of the Rules and Regulations concerning the details of the operation and use of the Common Areas and Units.
- 10.1.6 **Acquisition of Units**
Purchasing, leasing or otherwise acquiring Units in the name of the Association, or its designee.
- 10.1.7 **Purchasing Units at Foreclosure or Judicial Sales**
Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- 10.1.8 **Selling, Leasing, Mortgaging Units**
Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- 10.1.9 **Additional Designees**
Organizing corporations to act as designees of the Association in acquiring title to or leasing Units by the Association.
- 10.1.10 **Insurance**
Obtaining and reviewing insurance for the Association property, Units and improvements thereon.
- 10.1.11 **Repairs, etc., to Association Property**
Making repairs, additions, and improvements to, or alterations of, the Association property, and repairs to, and restoration of the Association property, in accordance with the provisions of, the Declarations after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

10.1.12 Management of Association

Enforcing obligations of the Unit Owners, allocating profits and expenses, and doing anything and everything else necessary and proper for the sound management of the Association.

10.1.13 Providing Contractors for Management of Association Property

Contract for the management of the Association and delegate to such contractor such powers and duties of the Board as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these Bylaws to be approved by the Board or other Unit Owners to contract for the management or operation of the Association Property susceptible to separate management or operation thereof, and to grant concessions for the purpose of providing services to the Unit Owners. In exercising this power the Association may contract with affiliates of itself.

10.1.14 Authorization of the Use of Common Areas

At its discretion, to authorize Unit Owners or other persons to use Common Areas, etc. for private parties and gatherings and to impose reasonable charges for such uses.

10.1.15 Exercising Powers

To exercise all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Corporation Not For Profit Act, and all powers incidental thereto.

10.1.16 Lease/Sale of Unit

To impose a fee in connection with the approval of the transfer, lease, or sale of a Unit.

10.1.17 Committee Appointments

To appoint committees from among the Members to assist in the conduct of the affairs of the Association as they, in their discretion, may determine appropriate.

Section 11

Fiscal Management

11.1 The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

11.1.1 Budget

The Board on behalf of the Association shall from time to time, and at least annually, adopt a budget for the Association, which shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The Board shall determine the amount of assessments payable by the Unit Owners to meet the expenses of the Association, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. The assessment is payable monthly, unless the Board resolves to permit quarterly payments.

11.1.2 Budget Adoption and Distribution

The Board of Directors shall post the notice of the budget meeting along with a copy of the proposed budget at least fourteen (14) days in advance as set forth in Section 4.3 of these Bylaws. After adoption of the budget, the Board shall provide a copy of the budget to each Unit Owner or written notice advising that a copy of the budget shall be provided upon request at no cost to the Owner.

11.1.3 Substitute Budget

If the adopted budget requires assessments against Unit Owners which exceed one hundred and fifteen (115) percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the budget, a written request for a special meeting from at least ten (10) percent of all voting interests.

11.1.4 Special Budget Meeting

The special budget meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to a special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association.

11.1.5 Adopting a Substitute Budget

Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless these Bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting, or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

**Section 12
Assessments**

12.1 Advance Notice of Assessments

Assessments against the Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance preceding the year for which the assessments are made.

12.2 Assessment Due Date

Such assessments shall be due in equal installments, payable in advance on the first (1st) day of each month or as determined by the Board, but in no event, less frequently than quarterly (1/4) of the year for which the assessments are made.

12.3 Failure to Provide Annual Assessment

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

12.4 Insufficient Annual Assessment

In the event the annual assessment proves to be insufficient the Board may amend the budget and assessments at any time upon notice to Member and the Board as set forth herein.

12.5 Charges Other Than Association Expenses

Charges by the Association against Members for other than Association expenses shall be payable in advance except when not practical or in an emergency. These charges shall be collected by assessment in the same manner as Association expenses, and when circumstances permit, those charges shall be added to the assessments for Association expenses.

12.5.1 Notice of Charges

Charges for other than Association expenses may be made only after notice to the Members, except in an emergency, or when expressly provided for in the Declaration or the exhibits annexed thereto as the same may be amended from time to time.

12.5.2 Type of Charges

Charges for other than Association expenses may include without limitation, charges for the use of the Association property or recreation areas, maintenance services furnished at the expense of a Member, and other services furnished for the benefit of a Member.

12.5.3 Special Assessments

Assessments for Association expenses that cannot be paid from the annual assessments for Association expenses, shall be due, and shall be paid, in such manner as the Board may require in the notice of assessment.

12.5.4 Acceleration of Assessment Installments Upon Default

If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him/her by registered or certified mail, whichever shall first occur.

12.5.5 Unpaid Assessments Or Charges

The Association shall have a lien on each unit to secure the payment of assessments and charges. The Association may for unpaid assessments and charges file a lien against a unit and proceed to foreclose such lien as provided in FS 720.3085, Florida Statutes.

**Section 13
Depository**

13.1 Choice of Depository

The depository of the Association shall be such bank or banks, savings banks, brokerage firms, other depositories, money market funds, or securities as shall be designated from time to time by the Board, or the Treasurer if so designated, and in which the monies of the

Association from assessments or from contributions to working capital may be commingled in a single fund or divided into more than one (1) fund.

Section 14
Association Accounts

14.1 Financial Reporting

Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of a Financial Report for the preceding year. Within twenty-one (21) days after the Financial Report is completed by the Association or received from the third party, the Association shall within fourteen (14) days provide each Member a copy of the Annual Report or written notice that such is available upon request at no charge to the Member.

14.2 Audits

An audit or review of the accounts of the Association may be made from time to time as directed by the Board. The Board shall furnish each Member of the Association a copy of any audit or review report received as a result of an audit or review not less than thirty (30) days after its receipt.

14.3 Accounting Records and Reports

The Association shall maintain accounting records in Lee County. The records shall be open to inspection by Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually.

Section 15
Amending the Bylaws

15.1 Amendments

Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

15.1.1 Method of Proposal

A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board or by Thirty Percent (30%) or more of the voting interests of the Association.

15.1.2 Subject Matter

The subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.1.3 Adoption

An amendment so proposed may be approved by written agreement of two-thirds (2/3) of all voting interests, or by two-thirds (2/3) of the voting interest present, in person, or by proxy, and voting at a duly noticed meeting of the Association.

15.1.4 Execution and Recording

An amendment shall be evidenced by a certificate of the Association that shall include recording data identifying the Declaration, and shall be executed in the form required for the execution of a deed. An amendment of these Bylaws is effective when properly recorded in the Public Records of Lee County.

15.2 **Rules and Regulations**

Concerning the use of portions of the Association and Units, the Board may, from time to time, make, modify, amend, or add to such Rules and Regulations concerning use, transfer, maintenance, appearance, or occupancy of the Association property and Units. Copies of the Rules and Regulations shall be furnished to each Unit Owner.

15.3 **Voting Suspension**

The Directors may, pursuant to Florida Statute 720.305, suspend the voting *rights* of a Member for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

15.4 **Construction**

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

15.5 **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 provision hereof.\)

15.6 **Conflicts**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between the Articles of Incorporation, the Declaration or the Bylaws and applicable Florida Statutes, Florida Statutes shall control.


Executed this 15th day of March, 2010.

**CELEBRATION CAPE COMMUNITY
ASSOCIATION, INC.**

By:


ROGER J. SCHMITT
Its President

By:


Dominic C. [unclear]
Its Secretary