

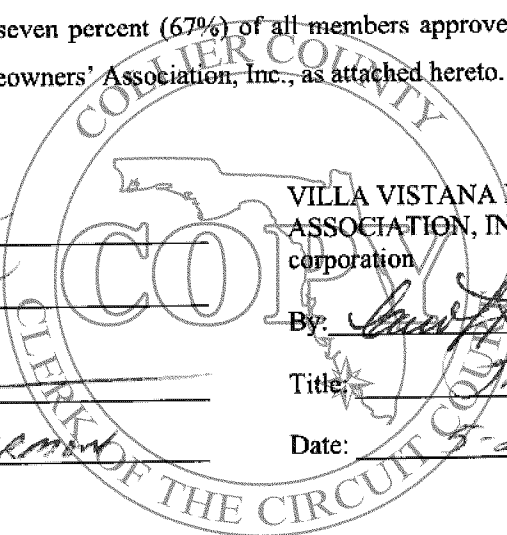
Certificate Prepared by:
Grigsby Law, P.A.
9240 Bonita Beach Rd., Ste. 1117
Bonita Springs, FL 34135

CERTIFICATE OF AMENDMENT
[Amended and Restated Bylaws
of Villa Vistana Homeowners' Association, Inc.]

THE UNDERSIGNED, being the President of Villa Vistana Homeowners' Association, Inc., a Florida corporation not-for-profit, (the "Association") hereby certifies as follows: On May 26, 2020, a meeting of the Members of the Association was held, where a quorum was present after due notice, where a vote of not less than sixty-seven percent (67%) of all members approved the Amended and Restated Bylaws of Villa Vistana Homeowners' Association, Inc., as attached hereto.

WITNESSES:
[Signature]
Signature
Joan Berberot
Print Name
[Signature]
Signature
Thomas AARMAN
Print Name

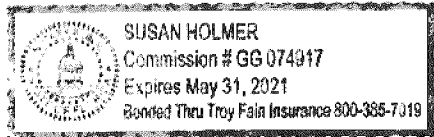
VILLA VISTANA HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation
By: [Signature]
Title: PRESIDENT
Date: 5-28-2020



STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 28 day of May, 2020
by Carol Rossi, President of VILLA VISTANA HOMEOWNERS'
ASSOCIATION, INC., on behalf of the corporation. He/She is () personally known to me or () has
produced _____ as identification.

[Signature]
Signature of Notary Public



After recordation, return to:
Grigsby Law, P.A.
9240 Bonita Beach Road, Suite 1117
Bonita Springs, Florida 34135

*THIS DOCUMENT CONSTITUTES A SUBSTANTIAL REWORDING OF
THE BYLAWS AS PREVIOUSLY AMENDED. SEE PRIOR DOCUMENTS
FOR CHANGES TO PRESENT TEXT.*

**AMENDED AND RESTATED BYLAWS
OF
VILLA VISTANA HOMEOWNERS ASSOCIATION, INC.**

THESE AMENDED AND RESTATED BYLAWS of VILLA VISTANA HOMEOWNERS ASSOCIATION, INC. ("Association") are made as of this 28th day of May, 2020.

WHEREAS, the Association wishes to update, amend and restate the Bylaws for Villa Vistana Homeowners Association, Inc. in accordance with the terms and conditions set forth below.

1. **IDENTITY AND DEFINITIONS**

1.1 **Identity.** These are the Bylaws of VILLA VISTANA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") incorporated under the laws of the State of Florida and organized for the purpose of administering that certain homeowners' association located in Naples, Collier County, Florida. Meetings of Members and Directors may be held at such places within Collier County, Florida as may be designated by the Board.

1.2 **Definitions.** The terms used in these Bylaws shall have the meanings as provided in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Villa Vistana, recorded contemporaneously herewith, as amended, and Chapter 720 of the Florida Statutes, as amended.

2. **POWERS AND DUTIES.** The Association shall have all powers granted to it by common law, the laws of the State of Florida, and the Governing Documents, all of which shall be exercised by the Board of Directors the exercise thereof is otherwise restricted by the Governing Documents. Such Powers and Duties shall include, but not be limited to:

2.1 **Generally.**

2.1.1 Operating and maintaining the Common Areas, including surface water and drainage facilities and systems.

2.1.2 Preparing the annual budget, and determining the expenses and Assessments required for the operation of the Community and the Association.

2.1.3 Collecting Assessments, pursuant the authority contained in the Declaration and Bylaws.

2.1.4 Employing and dismissing the personnel necessary for the maintenance and operation of the Community and the Association.

2.1.5 Adopting and amending rules and regulations concerning the operation and use of the Common Areas and Villas-Lots, and to establish criteria for architectural approval as provided in the Declaration.

2.1.6 Maintaining accounts at depositories on behalf of the Association and designating the signatories.

2.1.7 Purchasing Villas-Lots at foreclosure or other judicial sales, in the name of the Association or its designee.

2.1.8 Enforcing obligations of the Villa-Lot Owners.

2.1.9 Levying fines against Villa-Lot Owners or suspending the right to use the Common Areas and facilities for a reasonable period of time for violations of the Governing Documents or the Rules and Regulations.

2.1.10 Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Community. The Association may pledge personal property (including reserve funds and Assessment rights) as security for a loan and may mortgage the Common Area upon the approval of not less than fifty-one percent (51%) of the Voting Interests of the Association present, in person or by proxy and voting for said purpose.

2.1.11 Contracting for the maintenance of the Community, and management services. All contracts for purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten percent (10%) of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects or engineers), unless the products and/or services are needed as an emergency or unless the desired supplier is the only source of supply within the county serving the Association. Notwithstanding the foregoing, in no event is the Board obligated to accept the lowest bid.

2.1.12 Exercising all powers specifically set forth in the Declaration, the Articles, these Bylaws; all powers incidental thereto; and all other powers granted by statute or other law to a Florida corporation not-for-profit.

2.1.13 Conveying a portion of the Common Areas or personal property of the Association to a condemning authority or a utility for the purpose of providing utility easements, right-of-way expansion, or other public utility purposes, whether negotiated or as a result of eminent domain proceedings.

2.2 Emergency Board Powers. In the event of any "emergency" as defined in section 2.2.7 below, the Board of Directors may exercise the emergency powers described below, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time-to-time. In exercise of the powers enumerated below, the enactment of emergency powers shall be related

to the Association's Common Area obligations and/or Villa-Lot landscaping obligations which may include maintenance, repair and/or replacement made necessary due to damage or destruction.

2.2.1 Assistant Officers. The Board may name as assistant officers persons who are not Directors. The Assistant Officers shall have the same authority as the executive officers to whom they are assisting during the period of the emergency, to accommodate the incapacity of any officer of the Association.

2.2.2 Office Relocation. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

2.2.3 Emergency Meetings. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.

2.2.4 Emergency Actions. Corporation action taken in good faith during an emergency to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

2.2.5 Emergency Liability Protection. Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

2.2.6 Superseding Power. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

2.2.7 Emergency Definition. For purposes of this section only, an "emergency" exists only during a period of time that the Properties, or the immediate geographic area in which the Properties are located, is subjected to any of the following:

- A. State of Emergency. A state of emergency declared by local civil or law enforcement authorities.
- B. Hurricane Warning. A hurricane warning declared by local civil or law enforcement authorities
- C. Evacuation Order. A partial or complete evacuation order declared by local civil or law enforcement authorities
- D. Disaster Area Status. The declaration of a disaster area status by either a Federal or state law enforcement authority
- E. Catastrophic Occurrence. A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Properties, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

F. Other Emergency Conditions. An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the president, that an emergency exists shall have presumptive quality.

3. MEMBERSHIP AND VOTING RIGHTS.

3.1 Qualification. The Members of the Association shall be the record owners of fee simple title to the Villas-Lots. If the Owner of a Villa-Lot is a natural person then he or she shall be a Member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. The forms of ownership, approval of transfers and the requirement to designate a Primary Occupant, if applicable, are contained in Section 13 of Amended and Restated Declaration. Membership shall be appurtenant to, and may not be separated from, ownership of any Villa-Lot which is subject to Assessment. Notwithstanding the foregoing, and in accordance with Section 13 of the Amended and Restated Declaration, transfers other than by devise, gift, inheritance or acquisition of title by a first mortgagee require the prior approval of the Association. The transferees of any sale or transfer not approved pursuant to the Amended and Restated Declaration shall have no occupancy right unless subsequently approved in writing by the Board of Directors. Furthermore, Membership rights, at the discretion of the Board, may be withheld if the requisite approval is not obtained.

3.2 Voting Rights. Each Villa-Lot shall be entitled to one (1) vote, which shall be cast by a Member of a Villa-Lot or the designated Primary Occupant. The total votes shall not exceed the total number of Villas-Lots. The vote of a Villa-Lot shall not be divisible. If two or more Members of a Villa-Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. Fifty-one percent (51%) of the votes cast in person or by proxy at a Members' meeting at which a quorum is present shall be sufficient for action except where provided otherwise in these Bylaws, Articles or Declaration. No Voting Interest or consent right allocated to a Villa-Lot owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

3.3 Change in Membership. A change in membership in the Association shall be established by the recording, in the Public Records of Collier County, Florida, of a deed or other instrument establishing a record title to a Villa-Lot. Thereupon the grantee in such instrument will become a Member of the Association and the membership of the prior Member shall be automatically terminated. Before or upon such transfer of title, the transferee shall notify the Association of such transfer, subject to the approval process described in Section 13 of the Declaration.

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

4. MEETINGS OF THE MEMBERS.

4.1 Notice of Meetings. The Association shall give all Owners actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Owners not less than fourteen (14) days prior to the meeting. The Association may provide notice by electronic transmission in

a manner authorized by law for membership meetings to any Member who has provided a facsimile number or e-mail address to the Association to be used for such purposes, however, a Member must consent in writing to receiving notice by electronic transmission. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. Meeting notices must include a description of the purpose or purposes for which the meeting is called.

4.2 Annual Membership Meetings. The Members shall meet at least once in each calendar year and such meeting shall be the annual membership meeting. The annual membership meeting shall be in Collier County, Florida on such day and at such time as may be directed by the Board of Directors for the purpose of electing directors and transacting other business duly authorized to be transacted by the Members. At the time of the annual membership meeting, ballots cast in the annual election shall be counted and the election results announced.

4.3 Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or promptly upon receipt of a written request from not less than ten percent (10%) of the total Voting Interests of the Association. Business conducted at a special meeting is limited to the purpose(s) described in the notice of the meeting.

4.4 Quorum. The presence at the meeting, in person or by proxy of thirty percent (30%) of the Voting Interests shall constitute a quorum. After a quorum has been established, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave the meeting.

4.5 Proxy Voting. To the extent permitted by law, Members have the right to vote 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 was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

4.6 Electronic Voting. The Association may conduct elections and other Member votes through an internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements of Section 720.317, Florida Statutes are met.

4.7 Adjournment. If a quorum is not present at any duly-called meeting of the Members, the majority of the Voting Interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned, notice of the time and place of its continuance shall be given. Adjournment of an 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 720.303(2), Florida Statutes, as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the reconvened meeting. If a new record date for the adjourned meeting is or must be fixed under Section 607.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

4.8 Order of Business. The order of business at Member's meetings shall be substantially as follows:

- A. Call to order by the President.
- B. At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director).
- C. Call of the roll and certification of quorum.
- D. Proof of notice of meeting or waiver of notice.
- E. Appointment by the President or chairperson of inspectors of election. (Annual Meetings)
- F. Reading and disposal of any unapproved minutes.
- G. Reports of officers.
- H. Reports of Committees.
- I. Election of directors.
- J. Unfinished business.
- K. New business designated on the agenda.
- L. Adjournment.

4.9 Minutes. Minutes of all meetings of the Members and of the Board of the Association must be maintained in a business-like manner and in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes. Minutes of all meetings shall be kept in the Association's official records for the period of time as required by Chapter 720, Florida Statutes.

4.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a guide to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. The meetings of the Members shall be conducted in accordance with these Amended and Restated Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the chairperson of the meeting, who shall be the President of the Association unless he or the Board of Directors designates a third person, shall be binding unless contrary to law.

4.11 Right to Speak. Members 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. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with Florida law.

4.12 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of the Members, or any action which may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action. Pursuant to Section 617.0701(4)(c), Florida Statutes, within thirty (30) days after obtaining authorization by written consent, notice must be given to those Members who are/were entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

5. BOARD OF DIRECTORS

5.1 Number. The Association's affairs shall be governed by a Board of Directors composed of no less than three (3) and no more than five (5) members. The Board of Directors may, by resolution, determine the number of directors to comprise the board, from time to time, provided that an odd number of directors is maintained, and provided that such change in number is adopted by Board resolution not less than fourteen (14) days prior to the annual meeting at which such change is to be implemented.

5.2 Term of Office. Each director shall hold office for a term of three (3) years. Directors will serve until a successor is duly elected or until he sooner resigns or is removed as provided below. A director's term ends at the end of the annual meeting in conjunction with which his successor is to be duly elected, or at such other time as may be provided by law.

5.3 Eligibility. Eligibility to be a candidate for and to serve on the Board of Directors is limited to: (i) Members in good standing with the Association; (ii) natural persons; (iii) persons 18 years of age or older; (iv) persons who have not been convicted of any felony in Florida or in a United States District or Territorial Court or of any offense in another jurisdiction that would be considered a felony if committed in Florida, unless his or her civil rights have been restored for at least five years as of the date on which he or she seeks election to the Board; (v) persons who have not been suspended or removed by the "Division" as defined in Declaration 2.13; and (vi) persons who are not delinquent in the payment of any fee, fine or Assessment. In addition, an elected Board Member may become ineligible to remain on the Board and shall be removed automatically upon the occurrence of any of the following events during his term: (i) the sale or transfer of his Villa-Lot; (ii) conviction of a felony, or a charge of felony theft or embezzlement of Association funds, or removal from office by the; or (iii) becoming delinquent in the payment of any fee, fine or Assessment to the Association for more than 90 days.

5.4 Removal. Any or all Directors may be removed with or without cause by a majority vote of the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10), Florida Statutes, as amended from time to time. The Members may, either by written petition or at a special membership meeting called for that purpose, fill the vacancy on the Board caused by any such removal. When a director has been recalled by the membership, the vacancy created by his/her removal cannot be filled with the same person as has been removed from the Board. If the Members fail to fill the vacancy, then the Board may fill the vacancy as outlined in Section 5.5. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining Members of the Board in accordance with Section 5.5 and shall serve for the unexpired term of his or her predecessor.

5.5 Replacement. If a vacancy occurs on the Board, the vacancy may be filled by the affirmative vote of a majority of the remaining directors; provided, however, if vacancies occur as a result of a recall by director(s) and a majority or more of the directors are removed, the vacancies shall be filled pursuant to Section 720.303(10), Florida Statutes, as amended.

5.6 Compensation. No director or officer shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties, subject to any procedures as adopted by the Board of Directors with respect to reimbursement. This provision shall also preclude the Board of Directors from employing a director as a contractor, a subcontractor, an agent, or employee of the Association.

6. ELECTION OF DIRECTORS. The regular election shall occur on the date of the annual meeting. Elections of directors must be conducted in accordance with the procedures set forth in the Governing Documents of the Association and Florida law. All prospective Board Members are subject to the eligibility requirements of Section 5.3 above.

6.1 Nomination of Directors.

6.1.1 Nominating Committee. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairperson, who shall be a current member of the Board of Directors, and at least two (2) additional Members in good standing. The Nominating Committee shall be appointed by the Board of Directors not less than ninety (90) days prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall recommend, at least sixty (60) days prior to the annual meeting, the names of members selected by majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors. All candidates so nominated shall have a reasonable opportunity to communicate their qualifications to the Members and solicit votes.

6.1.2 Other Nominations. Any eligible person desiring to be a candidate may submit a self-nomination in writing, not less than forty (40) days prior to the schedule election. The names of such nominees, after having been certified as eligible by the Secretary, shall be included in any election mailing to the Members. All candidates so nominated shall have a reasonable opportunity to communicate their qualifications to the Members and solicit votes.

6.2 Notice Procedures.

6.2.1 First Notice. Not less than sixty (60) days before a scheduled election, the Association shall mail, deliver by electronic transmission or hand-deliver, whether by separate Association mailing or included in another Association mailing, to each Member entitled to vote, a first notice of the date of the election, the form to apply for a director position, and deadline for submission. Any Member not nominated by the Nominating Committee and desiring to be a candidate for the Board must give written notice to the Association pursuant to Section 6.1.2 above. The cost of mailing or delivery and copying is to be borne by the Association.

6.2.2 Second Notice. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a second notice of annual meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidate resumes. The ballot shall list all director candidates in alphabetical order. The cost of mailing or delivery and copying is to be borne by the Association.

6.3 Election. The Board shall be elected by written ballot, voting machine, or electronic voting. Proxies shall in no event be used in electing the Board of Directors in general elections. However, limited proxies may be used to fill vacancies caused by recall. No Member shall permit any other person to vote

his or her ballot, and any such ballots improperly cast shall be deemed invalid. Notwithstanding the provisions of this provision, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board. Elections shall be decided by a plurality of those ballots cast. A quorum of the Members need not be established for a valid election to occur, so long as at least ten percent (10%) of the Voting Interests cast a ballot. Such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the address of the Villa-Lot for which the vote is being cast, and the signature of the Villa-Lot Owner casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Villa-Lot, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a Villa-Lot, the ballots for that Villa-Lot shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot (e.g., drawing of a name from a hat or flipping of a coin by a neutral party). Pursuant to Section 720.306(9)(c), Florida Statutes, any election dispute between a Member and the Association must be submitted to mandatory non-binding arbitration with the Division. Such proceedings shall be conducted in the manner provided by Section 718.1255, Florida Statutes, and the procedural rules adopted by the Division.

7. MEETINGS OF DIRECTORS AND COMMITTEES

7.1 Open to Owners; Owner Rights at Meetings. Except as otherwise permitted by Florida law, meetings of the Board of Directors and Committees at which a quorum of the Board or Committee Members are present shall be open to all Owners. Any Owner may tape record or videotape meetings of the Board of Directors and Committees. The right to attend Board of Directors meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the tape recording and videotaping of the meeting and the frequency, duration, and manner of Owner statements.

7.2 Board Meetings. Meetings of the Board of Directors shall be called as needed at such time and place by the president or by a majority of the directors. Notice of meetings, unless fixed by Board resolution, shall be given to each director personally or by mail, telephone, or electronic transmission at least forty-eight hours (48 hours) prior to the date and time named for such meeting.

7.3 Organizational Meeting. An organizational meeting of the Board of Directors shall be held immediately following the annual membership meeting for the purpose of selecting officers, unless otherwise noticed.

7.4 Notice to Members. Adequate notice of all Board meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously at least 48 continuous hours preceding the meeting except in an emergency. The Association may provide notice by electronic transmission, in a manner authorized by law, for meetings of the Board and Committee meetings to any Member who has provided a facsimile number or e-mail address to the Association to be used for such purposes, however, a Member must consent in writing to receiving notice by electronic transmission. All meetings of the Board shall be open to the membership except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or personnel matters. Any item not included in the notice may be taken up on an emergency basis by at least a majority of the Members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting

at which non-emergency special Assessments, or at which amendment to rules regarding Villa-Lot use will be considered, shall be mailed, electronic transmitted, or delivered to the Owners and posted conspicuously not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association.

7.5 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present or via the use of a speakerphone at a duly held meeting at which a quorum is present shall be regarded as the act of the Board

7.6 Voting. A director may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers or to fill a vacant director position. A director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she does not vote because of an asserted conflict of interest. A director who abstains from voting shall be presumed to have taken no position with regard to the action. A vote or abstention for each director present shall be recorded in the minutes. This subsection also applies to the meetings of any Committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to the aesthetics of any proposed building plans for a specific parcel of residential property owned by a Member of the community.

7.7 Adjourned Meetings. The majority of directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened later at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

7.8 Presiding Officer. The presiding officer of the Board of Directors at meetings shall be the president or, in his absence, the vice president. If neither is present, the presiding officer shall be selected by a majority vote of the directors present.

7.9 Board Meeting Minutes. Board meeting minutes shall be kept in such a manner that they are available for inspection by the membership. The Association, or its agent, shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

7.10 Committees. The Board of Directors may appoint from time to time such standing and temporary (ad hoc) Committees as it may deem necessary and convenient for the efficient operation of the Association. Each Committee shall have the powers and duties assigned to it in the resolution creating the Committee or subsequent resolutions. Meetings of a Committee to take final action on behalf of the Board or to make recommendations to the Board regarding the Association budget must be posted and conducted with the same formalities as provided elsewhere in these Bylaws for Board meetings. Meetings of a Committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are exempted from the notice provisions of Section 7.4.

8. OFFICERS.

8.1 Enumeration of Officers. The officers of this Association shall be a president, one or more vice presidents, who shall at all times be directors, a secretary and a treasurer, and such other officers as the Board may from time to time appoint.

8.2 Election. The election of officers shall take place at the first organizational meeting of the Board following each annual membership meeting.

8.3 Term. Officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Vacancies; Abandonment; Removal from Office. A vacancy in any office may be filled by appointment by the Board. An officer more than ninety (90) days delinquent in the payment of regular Assessments shall be deemed to have abandoned the office. An officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office. While a director has a criminal charge pending, he or she may not be appointed or elected to a position as officer. However, should the charges be resolved without a finding of guilt, officer shall be reinstated for the remainder of his or her term of office, if any. The officer appointed to such vacancy shall serve until the next regularly scheduled election for any position.

8.6 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

9. DUTIES OF OFFICERS. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time are specifically conferred or imposed on the officers by the Board of Directors.

9.1 President. The President shall be the chief executive officer of the Association. The President shall:

9.1.1 Act as presiding officer at all meetings of the Members of the Association and of the Board of Directors;

9.1.2 Call special meetings of the Board of Directors;

9.1.3 Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons;

9.1.4 Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out; and

9.1.5 Act as an ex-officio member of all committees and render an annual report at the annual meeting of the Members.

9.2 Vice-President. The Vice Presidents in the order of the seniority shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

9.3 Secretary. The Secretary shall have the following duties and responsibilities:

9.3.1 Attend all regular and special meetings of the Members and the Board of Directors and keep all records and minutes thereof or cause the same to be done;

9.3.2 Attend to all correspondence on behalf of the Board of Directors and prepare and serve notice of meetings and keep Membership books; and

9.3.3 Have custody of the minute book of the meetings of the Board of Directors and Members, and act as transfer agent of the corporate books.

9.4 Treasurer. The Treasurer shall:

9.4.1 Receive monies as shall be paid for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements, and be custodian of all contracts, leases and other important documents of the Association which shall be kept safely deposited;

9.4.2 Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver the books to his or her successor. The Treasurer shall prepare and distribute to all members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to the office of Treasurer to the Members at the annual meeting, and make all reports required by law. The Treasurer shall be the chairperson of the Finance committee, if any.

9.4.3 The Treasurer may have the assistance of an accountant or auditor, if such is employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to a management agent as deemed appropriate by the Board of Directors.

9.5 Delegation of Duties. Pursuant to the authority provided in Section 2.1 of these Bylaws, the Association, through its Board of Directors, may contract for the professional management and operation of the Association and delegate, by Board resolution, to its licensed manager, management company, or other designee the authority to exercise the any of the duties of the officers described in this Section.

10. APPOINTMENT OF NEIGHBORHOOD REPRESENTATIVE. As provided in the Master Declaration, voting on Master Association matters will be conducted through the Villa Vistana Representative and Members will have no power to vote on Master Association matters other than through the Villa Vistana Representative. The Villa Vistana Representative shall, on behalf of the Members, cast the vote of Members on Master Association matters. The Villa Vistana Representative shall be the President of the Association, and in the President's absence the Vice President may fulfill the functions of the Villa Vistana Representative. The Villa Vistana Representative shall cast the votes which such representative

may, in their sole and reasonable discretion, deem appropriate and in the best interest of the Association and its Members. The Villa Vistana Representative shall have the authority, but not the obligation, in the Villa Vistana Representative's sole discretion, to call a special meeting of the Members in the manner provided in the Bylaws for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Members. In the event that at least fifty-one percent (51%) of the Voting Interests in attendance at any duly noticed meeting of the Members shall instruct the Villa Vistana Representative as to the manner in which such representative is to vote on any issue, then such representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor or in opposition to such issues. It shall be conclusively presumed for all purposes of Master Association business that the Villa Vistana Representative, in casting votes of the Members, has acted within the authority and consent of the Members.

11. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

11.1 Generally. To the fullest extent permitted by law, every officer, director, and Association manager of the Association shall be indemnified by the Association against all expenses and liability including reasonable attorney's fees, incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer, director, or Association manager of the Association, whether or not he or she is an officer, director, or Association manager at the time such expenses are incurred. The foregoing right of indemnification shall not be available and the officer, director, or Association manager shall be liable for monetary damages as provided in Section 617.0834, Florida Statutes, as amended, if such officer, director, or Association manager breached or failed to perform his or her duties as an officer, director, or Association manager; and the breach of, or failure to perform his or her duties constitutes: (1) a violation of the criminal law, unless the officer or director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against an officer or director in any criminal proceeding for violation of the criminal law estops that officer, director, or Association manager from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law, but does not stop the officer, director, or Association manager from establishing that he or she had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful; (2) a transaction from which the officer or director derived an improper personal benefit, directly or indirectly; or (3) recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Claims for reimbursement as permitted under this section shall be paid by the Board as incurred. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such officer, director, or Association manager may be entitled. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in favor or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Directors and Officers Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, Committee Member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any

such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this paragraph.

12. OFFICIAL RECORDS

12.1 Maintenance Requirements. The Association shall maintain each of the items set forth in Section 720.303(4), Florida Statutes applicable, which constitute the official records of the Association.

12.2 Inspection and Copying of Records.

12.2.1 Official Records. The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request (delivered by certified mail, return receipt requested) for access. This subsection may be complied with by having a copy of the official records available for inspection and copying in the community. If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than 25 pages. The failure of an Association to provide access to the records within ten (10) business days after receipt of the aforementioned written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.

12.2.2 Rules and Regulations. The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not impose a requirement that a Member demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's right to inspect records to less than one 8-hour business day per month.

12.2.3 Fees. The Association may impose fees to cover the costs of providing copies of the official records including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying.

12.2.4 Availability. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members:

A. Lawyer-Client Privilege. Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative

proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

B. Personnel Records. Disciplinary, health, insurance, and personnel records of the Association's employees.

C. Medical Records. Medical records of Members or community residents.

D. Identification Information. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Villa-Lot designation, mailing address and property address. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to Owners a directory containing the name, Villa-Lot address, and all telephone numbers of each Owner. However, an Owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that is protected under this provision if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

E. Security and Software Information. Any electronic security measure that is used to safeguard data, including passwords. The software and operating systems used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

12.2.5 Prospective Buyer. The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the community or the Association other than information or documents required by Chapter 720, Florida Statutes, to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

13. FISCAL MATTERS AND ASSESSMENTS.

13.1 Generally. As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments, which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent.

13.2 Fiscal Year. The fiscal year shall be the calendar year, unless otherwise determined by the Board of Directors.

13.3 Budget. The Treasurer, or its designee, shall prepare and the Board shall, prior to the end of the fiscal year, adopt an annual budget for Common Expenses for the following fiscal year. The budget

must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. Once adopted, the Association shall provide to each Member a copy of the approved budget or a written notice that the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and other items as provided in Chapter 720, Florida Statutes.

13.4 Assessments. Assessments shall be made and enforced in accordance with the Declaration.

13.5 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications or others as shall be appropriate, when authorized and approved by the Board:

13.5.1 Common Expenses. Common Expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the Assessments for Common Expenses in the succeeding year or to fund reserves.

13.5.2 Reserves. As set forth below, reserves shall be established to include funds for repairs or replacements required because of damage, depreciation or obsolescence.

13.6 Reserves for Capital Expenditures and Maintenance.

13.6.1 Generally. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible to the extent that the Governing Documents do not limit increases in Assessments, including reserves. If the budget of the Association includes reserve accounts, such reserves shall be determined, maintained, and waived in the manner provided in this subsection. Once the Association provides for reserve accounts in the budget, it shall thereafter determine, maintain, and waive reserves in compliance with this subsection.

13.6.2 Mandatory Language When Not Provided. If the budget does not provide for reserve accounts and it is responsible for the repair and maintenance of capital improvements that may result in a special Assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. MEMBERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.

13.6.3 Board Adopted Reserves. Board Adopted Reserves (B.A.R.) are non-statutory reserve accounts that the Board has established to provide funding for future maintenance projects. The purpose of creating the B.A.R. fund is to avoid having large special Assessments for major repairs such as replacement of roads. Instead a small portion of the annual Assessment is designated for the B.A.R account based on project future maintenance needs.

13.6.4 Member Provided Reserves. The Association shall be deemed to have provided for reserve accounts when reserve accounts were initially established by the developer or when the membership of the Association affirmatively elects to provide for reserves. The membership of the Association may elect to establish additional reserve accounts upon the affirmative approval of not less than a majority of the total Voting Interests of the Association. Such approval may be attained by vote of the Members at a duly called meeting of the membership or upon a written consent executed by not less than a fifty-one percent (51%) of the total Voting Interests in the community. The approval action of the membership shall state that reserve accounts shall be provided for in the budget and designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall provide for the required reserve accounts for inclusion in the budget in the next fiscal year following the approval and in each year thereafter. Once established as provided in this subsection, the reserve accounts shall be funded or maintained or shall have their funding waived in the manner provided in Chapter 720, Florida Statutes.

13.6.5 Amount of Reserves. The amount to be reserved in any account established shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves authorized by this section shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets. If the Association maintains separate reserve accounts for each of the required assets, the amount of the contribution to each reserve account shall be the sum of the following two calculations: (a) The total amount necessary, if any, to bring a negative component balance to zero. (b) The total estimated deferred maintenance expense or estimated replacement cost of the reserve component less the estimated balance of the reserve component as of the beginning of the period for which the budget will be in effect. The remainder, if greater than zero, shall be divided by the estimated remaining useful life of the component. The formula may be adjusted each year for changes in estimates and deferred maintenance performed during the year and may include factors such as inflation and earnings on invested funds.

13.6.6 Pooled Reserves. If the Association maintains a pooled account of two or more of the required reserve assets, the amount of the contribution to the pooled reserve account as disclosed on the proposed budget shall not be less than that required to ensure that the balance on hand at the beginning of the period for which the budget will go into effect plus the projected annual cash inflows over the remaining estimated useful life of all of the assets that make up the reserve pool are equal to or greater than the projected annual cash outflows over the remaining estimated useful lives of all of the assets that make up the reserve pool, based on the current reserve analysis. The projected annual cash inflows may include estimated earnings from investment of principal. The reserve funding formula shall not include any type of balloon payments.

13.6.7 Decreasing or Omitting Reserves. Once a reserve account or reserve accounts are established, the Members, upon the approval of at least a fifty-one percent (51%) of the Voting Interests present, in person or by proxy, at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Chapter 720, Florida Statutes. If a meeting of the Members has been called to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not present, the reserves as included in the budget shall go into effect.

13.6.8 Deposit and Use of Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by at least fifty-one percent (51%) of the Voting Interests present, in person or by proxy, at a meeting at which a quorum of Voting Interests is present.

13.7 Depository. The Association shall maintain its accounts in such 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 federally insured interest-bearing accounts, money market funds, certificates of deposit, U.S. government securities, and other similar investment vehicles.

13.8 Financial Information. By the annual meeting of each fiscal year, the Board shall prepare a financial statement 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. Copies of these statements shall be furnished to each Member. If called for by at least fifty-one percent (51%) Voting Interests present, in person or by proxy, at any meeting, the Board shall present a full and clear statement of the business and condition of the Association.

13.9 Audits and Financial Reviews. A formal, certified audit of the accounts of the Association, if required by law, by vote of fifty-one percent (51%) of the Voting Interests, or by a majority of the Board, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Members.

13.10 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

14. AMENDMENTS.

14.1 Proposal. Amendments to these Bylaws shall be proposed by the President, a majority of the Board, or upon petition signed by not less than twenty percent (20%) of the Voting Interests of the Members.

14.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the provision(s) to be amended. New words shall be underlined and words to be deleted shall be overstricken with hyphens. Notwithstanding the foregoing, however, if the proposed changes are so extensive that this procedure would hinder rather than assist understanding, a notation shall be inserted immediately preceding the proposed amendment stating: "THIS DOCUMENT CONSTITUTES A SUBSTANTIAL REWORDING OF THE BYLAWS AS PREVIOUSLY AMENDED. SEE PRIOR DOCUMENTS TO CHANGES TO PRESENT TEXT."

14.3 Adoption and Ratification. The proposed amendments to Bylaws shall thereafter be adopted by majority of the Board and ratified by at least fifty-one percent (51%) the Voting Interests present, in person or by proxy, at the annual or a special meeting of the Members. The appropriate notices and copies of the proposed amendments shall be delivered, sent by electronic transmission or mailed, to the

Members not less than fourteen (14) days prior to the ratification vote of the Members. Amendments required as a result of changes in Florida Statutes or County Ordinances will not require Member approval.

14.4 Scrivener's Errors, Omissions, Violations of Law. Amendments correcting nonsubstantive errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without the need for Member vote.

14.5 Recordation. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration. The certificate must be executed by an officer of the Association with the formalities of a deed and shall set forth the Instrument Number and/or O.R. Book and Page numbers where the Bylaws are recorded in the Public Records of Collier County, Florida. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

15. NOTICES.

15.1 To the Association. Notice to the Association as may be required herein shall be in writing and delivered or mailed to the Association at its principal place of business.

15.2 To an Owner. Notice to any Owner herein, unless otherwise specific herein, shall be in writing and shall be delivered or mailed to the Owner at the address provided by them to the Association or by electronic transmission if authorized by Owner. If no address has been provided, notice shall be delivered or mailed to the address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed recorded in the Public Records of Collier County, Florida.

16. MISCELLANEOUS.

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

16.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

16.3 Conflict. If there are conflicts between the provisions of Florida law, the Villa Vistana Amended and Restated Articles of Incorporation, the Master Declaration, the Villa Vistana Amended and Restated Declaration and/or these Amended and Restated Bylaws, the provisions of Florida law, the Master Declaration, the Villa Vistana Amended and Restated Declaration, the Amended and Restated Articles of Incorporation and these Amended and Restated Bylaws (in that order) shall prevail.

IN WITNESS WHEREOF, VILLA VISTANA HOMEOWNERS ASSOCIATION, INC., does hereby execute these Amended and Restated Bylaws by its undersigned authorized officer on the date and year written above.

VILLA VISTANA HOMEOWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation,

By: *[Signature]*

Title: *RESIDENT*

