

BYLAWS

RESIDENTS ALLIANCE FOR A QUALITY LIFESTYLE, INC.

(Revised March 2023)

1. GENERAL – These are the Bylaws of Residents Alliance for a Quality Lifestyle, Inc., hereinafter the “Alliance”, a corporation not for profit organized under the laws of Florida for the purpose of addressing the welfare and concerns of the residents of Pelican Preserve, Fort Myers, Florida. All prior bylaws, if any, are hereby revoked and superseded in their entirety.
 - 1.1 Principal Office – The principal office of the Alliance shall be at such location within Lee County, Florida as may be determined from time to time by the Board of Directors. Any changes in the principle office must be reported upon happening to the Florida Department of State.
 - 1.2 Seal – The seal of the Alliance shall be inscribed with the name of the Alliance, the year of its organization, and the words “Florida” and “corporation not for profit”. The seal may be used by causing, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a real seal may be required.
 - 1.3 Activities – The Alliance may specifically pursue the following activities:
 - (A) Identify, measure and define needs and concerns of the residents.
 - (B) Evaluate and implement proposals and programs designed to meet defined needs and concerns of the residents and determine priorities among them.
 - (C) Involve the membership in the planning, policy making and operation of programs to meet their defined needs and concerns.
 - (D) Serve as the advocate for the membership and residents of Pelican Preserve, representing their views, concerns and interests to non-member residents, WCI or any successor developer of Pelican Preserve, the public, government and other entities.
 - (E) Report to the membership the activities undertaken to meet defined needs and concerns to achieve the Alliance’s purposes.
2. MEMBERS
 - 2.1 Eligibility for membership: Eligibility in the Alliance shall be as follows:
 - (A) Be the record owner(s) of a fee simple interest in a condominium/home (hereinafter “unit”) in Pelican Preserve. Where the unit is titled in a trust or corporation that unit’s vote may be cast only by its duly designated representative.
 - (B) Pay an initial application fee as set by the Board of Directors.
 - (C) Pay annual dues as set by the Board of Directors on an annual basis.
 - 2.2 Change of Membership. A change of membership shall become effective after all the following events have occurred.
 - (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit is no longer held by the member.

(B) Failure to pay the initial fee or pay annual dues on a current basis.

2.3 Voting interests. The members of the Alliance are entitled to one (1) vote for each unit owned by them. The vote of a unit is not divisible. The right to vote will be denied because of delinquent fees/dues. If a unit is owned by one (1) natural person, the right to vote shall be established by the record title to the unit. If the unit is owned jointly by two (2) or more natural persons, the unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a unit do not agree among themselves how their one (1) vote shall be cast on any issues, that vote shall not be counted for any purpose.

3. MEMBERS' MEETINGS; VOTING

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year in the first four months of the year at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meeting must be held whenever called by the President or by a majority of the Directors, and may also be called by the members having at least twenty percent (20%) of voting interests. The business at any special meeting shall be limited to the items specified in the notice of the meeting.

3.3 Notice of Meetings: Waiver of Notice. Notices of all members' meetings must state the time and place of the meeting. Notice of special meetings must also include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Alliance, by email to the mail address provided by the members, or may be furnished by personal delivery. The members are responsible for providing the Alliance with any change of address, including email addresses. The notice must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a residence is transferred after notice has been mailed, no separate notice to the new owner is required unless that new owner(s) has applied for membership and paid the required initiation fee. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meetings shall be determined to be all those members in good standing who are present either in person or by Zoom or other means of voice or visual participation provided due notice of meeting has been given as provided for in Section 3.3.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all members for all purposes, except where a different number of votes is expressly required by law or by a provision of the governing documents.

3.6 [INTENTIONALL LEFT BLANK]

3.7 Adjourned Meetings. Any duly called meeting for the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interest present regardless of whether a quorum has been attained. When a meeting is so adjourned it shall be necessary to give further notice of the time and place of its continuance to the membership. However,

such notice may be less than fourteen (14) days but must be at least forty-eight (48) hours. Any business which might have been concluded when the meeting was originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Nomination and Election of Directors (annual meeting only)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.9 Minutes. Minutes of all meetings of the members and the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.10 Parliamentary Rules. Robert's Rules of Order (last edition) shall govern the conduct of the Alliance meetings when not in conflict with the law, with the Articles, or with the Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of the parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS

The administration of the affairs of the Alliance shall be by a Board of Directors. All powers and duties granted to the Alliance by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required. There shall be at least six (6) meetings of the Board of Directors each year. Additional meetings of the Board of Directors may be held, if called by the President and endorsed by two (2) additional directors. Directors shall attend all meetings of the Board either in person, by phone or electronically. Any director who is absent from two (2) consecutive meetings without valid reason shall be automatically removed from the Board.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). All Directors shall be elected for a term of three (3) years [except that in the first election following the amendment of this subsection when directors will be elected for staggered terms of one two or three years – three directors for three-year terms, two for a two-year term and one for a one-year term]. In order to provide for continuity of experience, it is the intention of these Bylaws that a system of staggered terms be maintained. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5 below, or in the case of a vacancy, as provided for in Section 4.4.

4.2 Qualifications. Each Director must be a member of the Alliance.

4.3 Nominations and Elections. Nominations for the election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Alliance. The nominating committee shall be appointed by the President subject to the approval of the Board of Directors. They shall serve from their appointment until the close of the annual meeting at which elections shall take place.

The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The Nominating Committee shall submit to the Board of Directors not later than forty-five (45) days before the annual meeting, a slate of candidates for the Board of Directors. Upon acceptance by the Board, the Nominating Committee report and recommendations shall be circulated to the membership not less than thirty (30) days before the annual meeting. Additional nominations may be made provided that they are made in writing, endorsed by at least ten (10) voting Members in good standing, with the written consent of the nominee and received by the Secretary of the Alliance not less than fifteen (15) days in advance of the annual meeting. The Secretary shall then be responsible for seeing that all Members with the privilege of voting are immediately notified in writing or by electronic mail of any additional nominations. There shall be no nominations from the floor unless an unopposed and announced candidate should withdraw his or her name from consideration. In the event that there is more than one (1) nominee for the same position, the election shall be by secret ballot. When there are more than two (2) candidates for the same office and none receives a majority of the votes, the candidate receiving the lowest number of votes for that office shall be eliminated and another vote shall be taken until one (1) candidate receives a majority vote, then the President or the President's substitute shall declare the candidate to be duly elected.

4.4 Resignation: Vacancies on the Board. Any Director may resign at any time by giving written notice to the Alliance, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be elected at a regular or special meeting of the Board of Directors of the Alliance. The successor so elected shall fill the remaining unexpired term of the Director being replaced. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by written petition or at a meeting called for that purpose. If a special meeting is called by twenty percent (20%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Alliance within seventy-two (72) hours any and all records and other property of the corporation in his possession.

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

- 4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director personally or by mail, telephone, email or telegram at least forty-eight (48) hours in advance of each Board meeting, except in an emergency.
- 4.8 Notice to Members. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together with an agenda, shall be posted conspicuously in the community at least forty-eight (48) hours in advance of each Board meeting, except in an emergency.
- 4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors is required.
- 4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.
- 4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers. Notwithstanding anything contained in these bylaws to the contrary, any action of the Directors may be taken without a meeting if a unanimous written consent thereto is signed by all members of the Board of Directors and filed with the Secretary of the Alliance. Such consent shall be treated for all purposes as a vote taken at a duly called meeting of the Board. The effective date of the vote shall be when it is signed by the last member of the Board, and it is delivered to the Secretary unless the written consent specifies a different date.
- 4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meetings to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.
- 4.13 The Presiding Officer. The President of the Alliance, or in his/her absence, the Vice-President, is the presiding officer of all meetings of the Board. If neither officer is present, the presiding officer shall be selected by the majority vote of the Directors present.
- 4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the discharge of their respective duties.

4.15 Committee. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient operation of the Alliance. Any such committee shall have the powers of duties assigned to it in the resolution creating the committee.

4.16 Negotiating (Liaison) Committee. The Board of Directors may appoint a Negotiating Committee (also call a Liaison Committee) to represent the Board and the Alliance in negotiations with WCI Communities, the developer of Pelican Preserve, or any successor to WCI Communities. Such Committee shall be the exclusive committee for dealing directly with the representatives of WCI Communities or any successor to WCI Communities on matters which the Board feels are required in order to preserve the quality of lifestyle of its members.

5. OFFICERS

5.1 Officers and Elections. The executive officers of the Alliance shall be a President and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Alliance. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Alliance; shall preside at all meetings of the members and Directors; shall be an ex-officio member of all standing committees; shall have general and active management of the business of the Alliance; and shall see that all orders and resolutions of the Board are carried into effect.

The President shall execute contracts and documents requiring a signature of an authorized representative of the Alliance. The President shall also be required to have submitted to the State of Florida such reports required of Florida corporations not for profit.

5.3 Vice-President(s). The Vice-President(s), in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Alliance and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of foregoing duties may be performed by an Assistant Secretary or Manager, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of the Alliance funds and securities and be responsible for the keeping of full and accurate accounts or receipts and disbursements in books belonging to the Alliance. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Alliance in such depositories as are

selected by the Board of Directors. The Treasurer shall oversee the disbursement of Alliance funds, keeping proper vouchers for such disbursements, and shall render it to the President and Directors, at a meeting of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Alliance. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. The Treasurer shall have the responsibility of filing such reports as may be required by the Internal Revenue Service (IRS) and the State Revenue Department. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected, or by an agency or manager contracted for the purpose with overseeing responsibility of the Treasurer.

5.6 Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Alliance. This provision does not preclude the Board of Directors from employing officers as employees of the Alliance.

6. FISCAL MATTERS

The provisions for fiscal management of the Alliance set forth in the Declaration shall be supplemented by the following provisions.

6.1 Depository. The Alliance shall maintain its funds in such federally insured accounts at 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 authorized by the Board. The Board may invest Alliance funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2 Accounts of the Alliance. The Alliance shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each member unit. Such accounts shall designate the name and mailing address of each residential unit, the amount and due date of each charge against the residential unit, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall approve a budget of Alliance estimated revenues and expenses for each coming fiscal year. Once adopted, the Alliance shall provide to each member a copy of the annual budget or a written notice that a copy of 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 revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be sent out separately.

6.4 Fees: Dues. An initial fee as set by the Directors shall be paid by the prospective member upon application for membership. Annual dues, in the amount set by the Board of Directors shall be paid within 30 days from the date the member is billed for those dues.

6.5 Financial Reports. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared and made available to the owners of each residential unit a financial report showing in reasonable detail the financial statement prescribed in conformity with generally accepted accounting principles or a cash basis financial report of actual receipts and expenditures showing the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Alliance.

6.6 Audits. A formal, certified audit of the accounts of the Alliance, if required by Law, by vote of a majority of the voting interests, or by a majority of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.7 Application of Payments and Co-Mingling of Funds. All monies collected by the Alliance may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. All payments on accounts by a unit owner shall be applied as to interest, delinquencies, costs and attorney fees, other charges, and regular or special assessments, in such manner and amounts as the Board may determine.

6.8 Fiscal Year. The fiscal year for the Alliance shall begin on the first day of January of each calendar year.

7. AMENDMENT OF BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner.

7.1 Proposal. Amendments to these Bylaws may be proposed by any member of the Board.

7.2 Procedure. Upon any amendment or amendments to these Bylaws being properly proposed, the proposed amendment or amendments shall be submitted to a vote of the Board not later than sixty (60) days after proposal at a meeting for which proper notice is given.

7.3 Vote Required. Except as otherwise provided by law, or specific provision of the governing documents, these Bylaws may be amended by concurrence of at least a majority of the Board of Directors of the Alliance at a meeting called for the purpose, provided that notice of any proposed amendment has been given in accordance with law.

8. MISCELLANEOUS

8.1 Education. The Alliance, either through the Board of Directors or a committee appointed by the Board, has the authority to distribute data and hold educational activities related to information that concerns the Quality of Life and Financial considerations of the members of the Alliance. These activities would include but are not limited to, political candidate forums and education presentations. However, the Alliance may not spend funds in support of particular political candidates.

8.2 Indemnification

(A) The Alliance shall maintain acceptable insurance or other surety for the purpose of indemnifying the Board, its Directors, and such other persons as necessary subject to the limitations in this Section.

(B) No Director shall be personally liable to the Alliance or to any third party respecting any matter involving the Alliance or any member thereof unless the Director's action or omission constitutes a breach of the Article XI of the Articles of Incorporation or Section 617.0834, Florida Statutes, or both.

(C) The Alliance shall indemnify any past or present director, officer, employee or agent of the Alliance, and any person who may have served or who serves at its request as a fiduciary, against (a) any expenses and costs, including but not limited to legal and accounting fees, incurred in connection with any claim asserted against him by reason of being or having been such director, officer, employee, agent or fiduciary or in connection with any civil or criminal action, suit or proceeding which is instituted before any court or administrative

body and to which he is made a party by reason of being or having been such director, officer, employee, agent or fiduciary, (b) any amounts paid in settlement of any such claim or any such action, suit or proceeding and (c) any amounts paid on any judgments rendered in any action, suit or proceedings; provided that he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Alliance and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. In no event, however, shall indemnification be made for acts or omissions constituting a transaction from which the person received any personal benefit, or considered reckless as defined in subsection (B) above. The indemnification provided by this Article shall be in addition to any other rights which those indemnified may have under any law, agreement or resolution of the Board of Directors of the Alliance.

(D) Any indemnification under subsection (C) shall be made by the Alliance only upon a determination that indemnification is proper in the specific circumstances because the applicable standard of conduct set forth in subsection (C) has been met, made by a majority vote of a quorum of Directors who were not parties to such action, suit or proceeding and supported by legal counsel in a written opinion.

9. DISSOLUTION

9.1 Dissolution: Liquidation: Should the Residents Alliance dissolve, any assets belonging to the Alliance shall be converted to one or more endowments which shall be established for the purpose of benefiting or recognizing the residents of Pelican Preserve and shall be given to the Pelican Preserve Community Association so that it shall establish a Board of Trustees to manage said endowments for the purpose as stipulated by the Alliance at time of their establishment. At all times, a maximum of eighty-five percent (85%) of the income derived from the investments of said endowments shall be used for the stipulated purposes; the remainder of the income shall be reinvested into the endowments. No part of said funds shall inure, or be distributed, to the members of the Residents Alliance.