

EXHIBIT “D”

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

**AMENDED AND RESTATED BYLAWS
OF
GATEWAY GREENS COMMUNITY ASSOCIATION, INC.**

1. IDENTIFICATION OF ASSOCIATION

These are the Bylaws of GATEWAY GREENS COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the “Association”), the Articles of Incorporation (“Articles”) of which were filed in the office of the Secretary of State of the State of Florida on February 8, 1988. The Association has been organized for the purpose described in the Articles.

1.1 The office of the Association shall be c/o Alliant Property Management, LLC, 13831 Vector Avenue, Fort Myers, Florida 33907, and thereafter may be located at any place designated by the Board of Governors.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association, the word “Florida” and the words “Corporation Not for Profit.”

2. DEFINITIONS

All capitalized terms used but not otherwise defined herein will have the meaning set forth in that certain Amended and Restated Declaration of Master Covenants, Conditions, and Restrictions, for Gateway Greens (the “Declaration”), as the same may be amended from time to time.

3. MEMBERS’ MEETINGS: VOTING AND PROXIES

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 at a place and on a date so designated by the Board of Governors, for the purpose of electing Governors and transacting any other business duly authorized to be transacted by the Members.

3.2 **Special Members' Meetings.** Special Members' meetings must be held whenever called by the President or by a majority of the Board of Governors, and any also be called by Members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 **Notice Meetings; Waiver of Notice.** Notices of all Members' meetings must state the date, time and place of the meeting. Notice of special meetings must 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 Association or may be furnished by personal delivery. Notice is permitted by electronic mail for those Members who have consented to receive meeting notices by e-mail. The Members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot, Home or Unit is transferred after notice has been mailed or transmitted, no separate notice to the new Owner is required. 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' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.

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 Owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 **Proxy Voting.** Members may cast their votes at a meeting in person or by proxy. For Lots, Homes or Units that are operated and governed by a Neighborhood Association, those votes shall be cast by the Representative as provided in section 2.3 of the Declaration. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person (or Representative as the case may be) authorized to cast the vote for the Lot, Home or Unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 **Adjourned Meetings.** Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened. At any reconvened meeting the quorum shall be reduced to twenty-five percent (25%) of the total voting interests.

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

3.8.1 Call of the roll or determination of quorum

- 3.8.2 Reading or disposal of minutes of last members' meeting
- 3.8.3 Reports of Officers
- 3.8.4 Reports of Committees
- 3.8.5 Election of Governors (annual meeting only)
- 3.8.6 Unfinished Business
- 3.8.7 New Business
- 3.8.8 Adjournment

3.9 **Minutes.** Minutes of all meetings of the Members and of the Board of Governors shall be kept in a businesslike manner, available for inspection by Members or their authorized representative at all reasonable times. Minutes must be reduced to written form within sixty (60) days after the meeting.

3.10 **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a parliamentarian whose decision on questions of 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. **MEMBERSHIP**

4.1 **Membership.** Every Owner shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on Gateway Greens, abide by and be bound by the provisions of the Declaration, the Articles of Incorporation, the Bylaws, and any other rules and regulations of the Association.

4.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument conveying record fee title to any Lot, Unit or Home. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall

be appurtenant to, run with, and shall not be separated from the real property interests upon which membership is based.

4.3 **Board of Governors.** The Association shall be governed by a Board of Governors as provided in the Articles of Incorporation and Bylaws of the Association.

5. **BOARD OF GOVERNORS**

5.1 The form of administration of the Association shall be by a Board of Governors consisting of five (5) Governors, who shall be Members, or the spouse of a Member.

5.2 In each annual election the Members shall elect as many Governors as there are regular terms of Governors expiring unless the balloting is dispensed with as provided for by law.

(A) **Notice.** At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the election. Any Member desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. At least 14 days prior to the scheduled election, the Association shall mail, deliver, or electronically transmit a second notice of the election to all owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. If there are more candidates than there are Governors to be elected, balloting is required. Nominations from the floor shall not be accepted.

(B) **Balloting.** Where balloting is required, Governors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters casts ballots. Voting shall be by secret ballot, as further authorized by Chapter 720, Florida Statutes. In the election of the Governors, each Lot, Home or Unit shall have as many votes as there are Governors to be elected, but no Lot, Home or Unit may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Governors, shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

(C) **Representative Voting.** In the election of Governors, or in any vote to recall a Governor(s) as permitted by law, all Members shall cast their votes directly with the Association and not through a Neighborhood Representative, as further provided in section 2.3 of the Declaration.

(D) Election Committee. An Election Committee of three (3) Members, which shall be appointed by the Board of Governors in advance of a scheduled election, shall verify and count the ballots and votes and shall establish such procedures as may be reasonable and appropriate to ensure that only those Members who are eligible to vote have cast votes and that the vote of any Member shall not be disclosed. Members of the Election Committee shall not be Governors, a relative of a Governor, or a candidate for the Board of Governors.

5.3 The Board of Governors shall be elected for staggered terms of two (2) years. A Governor elected by the Members as set forth herein shall hold office until the annual meeting of Members at which his or her term expires, and thereafter until qualified successors are duly elected and have taken office, unless removed in the manner elsewhere herein provided by law. Vacancies on the Board of Governors may be filled, to expire on the date of the next annual meeting, by the remaining Governors. Any person elected or designated as a Governor shall have all the rights, privileges, duties, and obligations of a Governor on the Board of the Association. A Governor appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office and shall serve until his or her successor is elected or appointed.

5.4 The organizational meeting of any newly elected Board of Governors shall be held within ten (10) days of the Annual Members Meeting or Special Meeting held for the purpose of electing Governors at such place and time as shall be fixed by the Governors at the Annual Members Meeting or such special meeting. No further notice of the organizational meeting shall be necessary.

5.5 Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of Governors. Special Meetings of the Board of Governors may be called at the discretion of the President or Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Governors.

5.6 Notice of the time and place of regular and special meetings of the Board of Governors, or adjournments thereof, shall be given to each Governor by U.S. mail or e-mail at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of each Board meeting must be posted in a conspicuous place in the Common Areas at least forty-eight (48) hours in advance of the meeting. The Board, at its discretion, shall also have the right to post a calendar and notice of its regular meetings on the Association's website, which shall constitute sufficient notice. No Special Assessments may be levied at a meeting of the Board of Governors unless the notice of the meeting includes a statement that Special Assessments will be considered and the nature of the Special Assessments is described. Written notice of any meeting at which Special Assessments, or amendments to rules regarding the use of Lots, Homes, Units or Common Areas will be considered, must be mailed or delivered to Members and posted in a conspicuous place in the Common Areas at least fourteen (14) days before the meeting. Any Governor may waive notice of the meeting before a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Governor. Attendance at a Board meeting shall constitute waiver of notice. For Members who have consented to notice of meetings by electronic

communication as provided by law, notice transmitted to their e-mail address on file with the Association shall constitute sufficient notice.

5.7 A quorum of the Board of Governors shall consist of the Governors entitled to cast a majority of the votes of the entire Board of Governors. Governors may participate in a meeting of the Board by means of a conference telephone or videoconference by means of which all persons participating and attending the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting. A Governor may join in the action of the meeting of the Board of Governors by signing the minutes thereof, and such signing shall constitute the presence of such Governor for the purpose of determining a quorum. Matters approved by a majority of the Governors present at a meeting at which a quorum is present shall constitute the official acts of the Board of Governors, except as specifically provided otherwise in the Declaration, the Articles, or herein. If at any meetings of the Board of Governors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board of Governors.

5.8 The presiding officer at Board of Governors meetings shall be the President. In the absence of the President, the Governors present shall designate any one of their number to preside.

5.9 Minutes of all the meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Governors at all reasonable times. A vote or abstention from voting on each matter voted upon for each Governor present must be recorded in the minutes.

5.10 Unless the Board of Governors holds a meeting with its attorney with respect to proposed or pending litigation where the contents of the discussion would be governed by the attorney client privilege, or unless the Board holds a meeting to discuss a personnel matter, meetings of the Board of Governors shall be open to all Members. Unless a Member serves as a Governor or unless the Member has been specifically invited by the Governors to participate in the meeting, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers; provided, however, a Member shall have the right to speak for three (3) minutes on any matter placed on the meeting agenda provided that the Member submits a written request to speak in a reasonable time in advance of the meeting. The Board shall also have the right to adopt reasonable rules and policies governing meetings of the Board and how Members shall conduct themselves. Also, any Governor shall have the right to exclude from any meeting of the Board of Governors any person who (a) is not able to provide sufficient proof that he or she is a Member or a duly authorized attorney-in-fact of a Member, unless said person has been specifically invited by any of the Governors to participate in such meeting, (b) is not able to conduct themselves in accordance with the Board's policies and procedures governing Board meetings.

5.11 Subject to the provisions of applicable law, any action required or permitted to be taken at a meeting of the Board of Governors may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all Governors entitled to vote

with respect to the subject matter thereof. Such content shall have the same force and effect as a unanimous vote of the Governors.

5. POWERS AND DUTIES OF THE BOARD OF GOVERNORS

5.1 All of the powers and duties of the Association shall be exercised by the Board of Governors. Such powers and duties of the Board of Governors shall include, but not be limited to, all powers and duties set forth in the Declaration and Articles, as well as all of the powers and duties of a director of a corporation not for profit.

5.2 Assessments shall be collected by the Association in payments made directly to it by each Owner as set forth in the Declaration. The Board of Governors shall be empowered to levy fines and late fees in accordance with applicable provisions in Chapter 720, Florida Statutes, in order to effectuate the enforcement of the provisions of the Declaration and the timely payment of all assessments levied thereunder.

6. OFFICERS OF THE ASSOCIATION

6.1 The officers of the Association shall be the President, who shall be a Governor, one or more Vice Presidents, a Treasurer, a Secretary, and, if the Board of Governors so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually as set forth in the Articles. Any officer may be removed without cause from the office by vote of the Governors at any meeting of the Board of Governors. The Board of Governors shall from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board of Governors shall find to be required to manage the affairs of the Association. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President may not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person.

6.2 The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an Association or a corporation not for profit, including but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board of Governors.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Governors. In the event there shall be more than one Vice President elected by the Board of Governors, then they shall be designated "first," "second," etc. And shall exercise the powers and perform the duties of the presidency in such order.

6.4 The secretary, when in attendance, shall cause to be kept the minutes of all meetings of the Board of Governors, and the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Governors at all reasonable times. The secretary shall have custody of the seal of the Association and shall affix the same to instruments

requiring a seal which duly signed, he shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board of Governors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all of the duties incident to the officer of treasurer. The assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all Officers and Governors of the Association shall be fixed by the Board of Governors. This provision shall not preclude the Board of Governors from employing a Governor or an Officer as an employee of the Association or preclude the contracting with a Governor or an Officer for the management of the common areas.

7. COMMITTEES.

The Association shall have the following committees, and the Board is empowered to create other committees that it deems necessary for the efficient operation of the Association. Members of committees shall be Members of the Association, or a spouse of a Member.

(a) Recreation Committee. This committee shall inform the Members of all activities and functions of the Association, and advise the Board on all matters pertaining to the recreational program and activities of the Association, and shall perform other functions as the Board, in its discretion, determines.

(b) Maintenance Committee. This committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of Common Areas and facilities of the Association, and shall perform other such functions as the Board, in its discretion, determines.

(c) Finance and Audit Committee. This committee shall supervise the annual audit of the Association's books and assist with the preparation of the Association's annual budget. The Treasurer shall be an ex officio member of this committee.

(d) Compliance and Fining Committee. This committee shall conduct meetings to hear appeals and complaints from Members who have been fined and/or suspended pursuant to the Declaration and section 720.305, Florida Statutes.

(e) Design Review Committee. This committee (the "DRC") shall perform the functions and duties as further provided in section 6 of the Declaration.

8. ACCOUNTING RECORDS; FISCAL MANAGEMENT

8.1 The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional First Mortgagees or their respective authorized representatives at reasonable times and places. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. The Board shall have the right to adopt reasonable rules and policies governing the inspection of Association records.

8.2 The Board of Governors shall adopt an annual Budget of the anticipated costs of performing all of the functions of the Association (the "Common Expenses") for the forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board of Governors ("Budget Meeting") called for that purpose. The Budget must set out separately all fees or charges for recreational amenities that are owned and operated by the Association. If required by applicable law, the Association shall provide each Member with a copy of that budget or a written notice that a copy of that Budget is available upon request at no charge to the Member. The copy of the Budget or notice of availability thereof shall be deemed furnished upon its delivery or upon its being mailed (or emailed if permitted by law) to the Member at the address for giving notices to such Member as provided in Section 3.4 hereof. In the event a notice of availability is sent, the Budget must be 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 for access. Notwithstanding the foregoing, except as otherwise provided by applicable Florida Law, the failure to deliver a copy of the Budget to each member shall not affect the liability of any Member for any assessment nor will the delivery of a copy of such Budget be a condition precedent to the effectiveness of such Budget or the Assessments levied pursuant thereto. Moreover, except to the extent otherwise provided by applicable Florida law, nothing contained herein shall be construed as a limitation upon an additional Assessment in the event that any Budget adopted by the Board of Governors shall appear to be insufficient to pay the costs and expenses of the operation and management of the Association or in the event of any emergency; provided, however, at least twenty (20) days prior to the effective date of any changes in the amount of Assessments, the Association shall send written notice of the new Assessment amount and the due date(s) thereof to each Member.

8.3 In administrating the finances of the Association, the following, procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar year on a pro rata basis any expenses, which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all unpaid Common Expenses previously incurred; and (v) items of Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Common Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and

availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

8.4 All Assessments shall be payable as provided for in the Declaration.

8.5 Should there exist any deficiency which results from there being greater Common Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessments; provided, however, at least twenty (20) days prior to the effective date of any change in the amount of Assessments, the Association shall send written notice of the new Assessment amount and the due date(s) thereof to each Member.

8.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Governors in which the monies of the Association shall be deposited. Withdraw of monies from such account shall be only by checks signed, or wire transfer, by such persons as are authorized by the Board of Governors.

8.7 An annual financial report of the actual receipts and expenditures (which report must show the actual receipts and expenditures by classification and the beginning and ending cash balances of the Association) or a financial statement prepared in conformity with generally accepted accounting principles (however, such statement need not to be audited by Certified Public Accountant) for the immediately preceding fiscal year of the Association shall be made available within sixty days (60) after the close of the applicable fiscal year, or within one hundred and twenty days (120) after the close of the applicable fiscal year if such timing is determined to be appropriate by the Board of Governors and to the extent permitted under applicable Florida Law. If required by applicable law, the Association shall provide each Member with a copy of the report or statement or written notice that a copy thereof is available upon request at no charge to the Member. The copy of the report or statement or notice of availability thereof shall be deemed furnished upon its delivery or upon its being mailed or emailed to the Member at the address for giving notices to such Member as provided in Section 3.3 hereof. In the event a notice of availability is sent, the report or statement must be 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 for access. Any Institutional First Mortgagee, upon written request thereof, shall receive such financial report or statement of the Association for the prior fiscal year without charge.

9. BOOKS AND PAPERS

9.1 The books, records, financial statements and papers of the Association shall be maintained within the State of Florida and, to the extent required by applicable law, will be subject to the inspection of any Member of the Association. The Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of such inspections and may impose fees to cover the costs of providing copies.

9.2 The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association.

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.
- (b) A Copy of the Bylaws and of each amendment thereto.
- (c) A Copy of the Articles and of each amendment thereto.
- (d) A Copy of the Declaration and of each amendment thereto.
- (e) A Copy of the current Rules and Regulations of the Association.
- (f) The minutes of all meeting of the Board of Governors and of the members, which minutes must be retained for at least seven (7) years.
- (g) A current roster of all Members and their mailing addresses and Lot identifications.
- (h) All of the Associations insurance policies or a copy thereof, which policies must be retained for at least (7) years.
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreements, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- (j) The financial and accounting records of the Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least (7) years. The financial and accounting records must include:
 - (1) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (2) A current account and a periodic statement of the account for each member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - (3) All tax returns, financial statements, and financial reports of the Association.
 - (4) Any other records that identify, measure, or record, or communicate financial information.

9.3 To the extent permitted under applicable Florida Law, the Association may adopt reasonable rules governing the frequency, time, location, notice, and manner of such inspections, and may impose fees to cover the costs of providing copies of the official records, including without limitation, the costs of copying.

10. RULES AND REGULATIONS

The Board of Governors may adopt the Rules and Regulations or amend, modify, or rescind existing Rules and Regulations for the operation and use of the Common Areas; provided such Rules and Regulations are not inconsistent with the Declaration of Articles. To the extent required by applicable law, copies of any Rules and Regulations promulgated, modified, amended or rescinded shall be mailed, emailed or delivered to all Members at the address for giving notices to such Member and shall not take effect until forty-eight hours (48) after such mailing or delivery. Notwithstanding the foregoing, where Rules and Regulations are to regulate the use of specific portions of the Common Areas such rules and regulations may be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting.

11. PARLIAMENTARY RULES

Then the latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Declaration, the Articles, or these Bylaws.

12. AMENDMENTS OF THE BYLAWS

After the Turnover Date, these Bylaws may be amended, changed, deleted, or added to upon the affirmative vote of the Owners of at least two-thirds (2/3) of the Owners present in person or by Proxy at any Annual Member's Meeting, or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting as permitted hereby. Any amendment approved as required hereby shall be transcribed and shall be filed and/or maintained in the records of the Association to the extent required by applicable law.

13. INTERPRETATION

In the event of a conflict between the Bylaws and the provisions of the Articles and/or the Declaration, the provision in the Articles and/or Declaration shall control.

The foregoing Amended and Restated Bylaws of Gateway Greens Community Association, Inc. have been adopted by the requisite number of Members, and approved by the Board of Governors of the Association.