



**BYLAWS**

COLLIER COUNTY  
OF

**PELICAN STRAND**

**MASTER PROPERTY OWNERS ASSOCIATION, INC.**



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OF  
PELICAN STRAND MASTER PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
IDENTITY**

**SECTION 1. NAME.** The name of the corporation is PELICAN STRAND MASTER PROPERTY OWNERS ASSOCIATION, INC. (the "Master Association").

**SECTION 2. PRINCIPAL OFFICE.** The principal office of the Master Association is at 10621 Airport-Pulling Road North, Suite One, Naples, Florida 34109, or such other location as designated by the Board of Directors.

**SECTION 3. ADOPTION.** These Bylaws have been adopted as the Bylaws of the Master Association.

**SECTION 4. DEFINITIONS.** Terms used in these Bylaws which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Pelican Strand (the "Declaration") shall have the same meaning in these Bylaws as in the Declaration.

**ARTICLE II  
POWERS AND DUTIES OF THE  
MASTER ASSOCIATION AND THE EXERCISE THEREOF**

The Master Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these Bylaws or by law. The powers of the Master Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to adopt a corporate seal for the Master Association.
3. The power to levy and collect Assessments against Owners as provided for in the Declaration.
4. The power to expend monies collected for the purpose of paying the expenses of the Master Association.
5. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of Common Areas.
6. The power to employ the personnel required for the maintenance and operation of the Master Association and Common Areas.
7. The power to pay utility bills for utilities serving the Common Areas.
8. The power to contract for the management of the Master Association and to delegate to its contractor as manager, such of its powers and duties as the Board may determine.
9. The power to make reasonable rules and regulations and to amend them from time to time.

10. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration, and the rules and regulations promulgated by the Master Association.
11. The power to enforce by any legal means the provisions of the Governing Documents, including without limitation the architectural and use restrictions contained therein.
12. The power to control and regulate the use of the Common Areas by the Owners.
13. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Common Areas, of any facilities on lease to the Master Association or otherwise provided for the Master Association Member's usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association as a Common Expense. The Contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Master Association handled and managed by the managing agent. Such fee shall be another of the management function costs to be borne by the Master Association as a Common Expense, unless the contract provides to the contrary.

**ARTICLE III  
MEMBERSHIP AND VOTING**

The Master Association shall have the following two (2) classes of membership: Class "A" Members and the Class "B" Member, as described in the Declaration and Articles of Incorporation.

**ARTICLE IV  
MEMBERSHIP**

Every Owner and the Declarant shall be members of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel which is subject to Assessment by the Master Association. Members' rights, powers, duties and privileges shall be as set forth in these Articles, the Bylaws adopted by the Master Association, and the Declaration.

The Master Association shall have two (2) classes of membership: (a) Class "A" Members, and (b) Class "B" Members as follows:

- a. **Class "A"**. Class "A" Members shall be all Owners of Parcels other than the Declarant while Declarant is the Class "B" Member.
- b. **Class "B"**. The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" Membership shall terminate upon Turnover. For so long as Declarant owns any Parcel(s), Declarant shall be a Class "A" Member following termination of its Class "B" Membership.

**ARTICLE V  
VOTING**

- a. **Class "A" Member**. Upon Turnover, Class "A" Members shall be entitled to one (1) vote for each Parcel or Property Unit assigned to a Parcel in which the Class "A" Member holds an interest required for membership. There shall be only one (1) vote per Parcel, even if the Parcel

is comprised of two or more Lots and/or Condominium Units that have been combined to form the Parcel.

- b. **Class "B" Member.** Until Turnover, or until the Declarant earlier terminates this Class B, the Class "B" Member shall be entitled to cast two times the number of votes held collectively by all Class "A" Members, plus one vote. The Class "B" Member shall be entitled to appoint all members of the Master Association Board of Directors prior to Turnover. Thereafter, the Declarant shall be a Class A Member entitled to one (1) vote for each Parcel owned by Declarant; provided, however, Declarant shall have the right to disapprove actions of the Board of Directors and any committee established by it for so long as Declarant holds one or more Parcels for sale.
- c. **Assignment of Property Units.** The Declarant may, in its sole discretion, assign the number of Property Units, if any, to each Parcel. Any dispute as to the number Property Units assigned to a Parcel shall be decided by Declarant, whose decision shall be final.
- d. **Tracts.** An Owner of a Tract shall be entitled to one (1) vote for each Property Unit attributed such Tract and for which a Value of one (1.00) is assigned, all as more fully set forth in the Declaration.
- e. **Joint Ownership, Corporations.** Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of the Declaration and the Bylaws. In any situation where more than one person holds an interest in a Parcel, the vote for the respective Parcel shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel can notify the secretary of the Master Association, in writing, prior to or during any meeting of the manner in which the vote for the Parcel is to be exercised, and in the absence of such notice, the Parcel's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership or other entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.
- f. **Voting.** Members shall not vote at Master Association meetings, said voting being reserved to the Neighborhood Representatives, as more fully set forth in the Declaration.
- g. **Proxies.** To the extent lawful, any person entitled to attend and vote at a Members' meeting or Neighborhood Representatives' meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. The proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall be revocable at the pleasure of the Member or Neighborhood Representative granting the same. To be valid, a proxy must be in writing, dated, and signed by the granting Member or Neighborhood Representative, specifying the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary of the Association at least forty-eight (48) hours before the scheduled time of the meeting or any adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

#### **ARTICLE VI**

#### **APPOINTMENT OF NEIGHBORHOOD REPRESENTATIVE**

The President of each Neighborhood Association shall appoint an officer of the said Neighborhood Association to serve as the Neighborhood Representative to the Master Association.

**ARTICLE VII**  
**MEETINGS OF THE NEIGHBORHOOD REPRESENTATIVES**

**SECTION 1. DATE AND PLACE OF MEETINGS.** Meetings of the Neighborhood Representatives shall be held on the date and at the place designated by the Board of Directors.

**SECTION 2. ANNUAL MEETINGS OF THE NEIGHBORHOOD REPRESENTATIVES.** An annual meeting of the Neighborhood Representatives shall be held each year in February or March, on a date selected by the Board of Directors. At each annual meeting, the Neighborhood Representatives shall elect the Board of Directors of the Master Association. No meeting of the Neighborhood Representatives is required until Turnover of the Master Association by the Declarant (Class B Member) to the Class A Members.

**SECTION 3. SPECIAL MEETINGS.** The President of the Master Association may call special meetings of the Neighborhood Representatives to consider any matter which, pursuant to the Governing Documents of the Master Association, requires a vote of the Neighborhood Representatives. In addition, it shall be the duty of the President to call a special meeting of the Neighborhood Representatives if so directed by resolution of a majority of the Board of Directors or, if after the termination of the Class B Membership, upon a petition signed by Neighborhood Representatives representing at least twenty percent (20%) of the total votes in the Master Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**SECTION 4. ADVISORY MEETINGS.** The President of the Master Association may call advisory meetings of the Neighborhood Representatives. Such meetings shall be for purposes of discussion only and no official vote of Neighborhood Representatives may be taken at any such advisory meeting, although straw polls may be solicited.

**SECTION 5. NOTICE OF MEETINGS.** Except in cases of emergency, written or printed notice stating the place, day and hour of any meeting of the Neighborhood Representatives shall be delivered, either personally or by mail, to each Neighborhood Representative, not more than fifty (50) nor less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Neighborhood Representatives at his address as it appears on the records of the Master Association.

**SECTION 6. NEIGHBORHOOD REPRESENTATIVE.** As provided in the Declaration, voting on Master Association matters for Parcels within a Neighborhood will be conducted through their respective Neighborhood Representative, and said Members will have no power to vote on Master Association matters other than through their respective Neighborhood Representative. The Neighborhood Representative shall, on behalf of its Members, cast the votes of Members on its Master Association matters. The Neighborhood Representative shall be appointed by the President of its Neighborhood. The Neighborhood Representative shall cast the votes as a block which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least fifty-one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members of the Neighborhood Association shall instruct the Neighborhood 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 of or in opposition to such issues. It shall be conclusively presumed for all

