

ESTERO COUNTRY CLUB, INC.

BY-LAWS

Amended & reinstated May 26, 2015

ARTICLE I

PURPOSE OF CLUB

The nature and purpose of Estero Country Club, Inc. (hereinafter referred to as the "Club") is to own and operate a private country Club for the recreation, pleasure and benefit of its members and their guests.

ARTICLE II

CLUB EMBLEM

The emblem of the Club will be of a style and design to be approved by the Board of Governors.

ARTICLE III

MEMBERS MEETING

1. Annual Meeting - An annual meeting of the members of the Club will be held for the purposes of receiving committee reports, electing governors and considering other business as may be properly brought before the meeting.
2. Date and Place of Annual Meeting - The annual meeting will be held at such time and place in Florida as the Board of Governors may designate.
3. Special Meeting - Special meetings of the members may be called by the President, a majority of the members of the Board of Governors or, by the written request of ten percent (10%) or more of the votes of the members of the Club then entitled to be voted. Any request will be submitted to the President who will call a special meeting within thirty (30) days of the date of receipt of such request. Notices of any special meeting must contain a statement of the purpose(s) for which such special meeting is called, and no other business may be transacted at that meeting.
4. Notices - The Secretary will give not less than ten (10) days nor more than sixty (60) days' prior notice, by mail, to all members of the Club, stating the time, place and purpose of any annual or special meeting. Notice of any such meeting will be posted on the official bulletin board at the Clubhouse on the date of its mailing to the members.
5. Quorum - The presence, either in person or by proxy, of members having fifty percent (50%) or more of the eligible votes will constitute a quorum at the meeting of the members.
6. Proxies - The Board of Governors will determine the form and procedure for the use of proxies.
7. Voting Percentage - A majority of the votes cast on a particular matter is necessary for passage of any motion.

ARTICLE IV

BOARD OF GOVERNORS

1. Number and Qualifications - The government and administration of the affairs and the property of the Club will be vested in a Board of Governors. The number of governors may be twelve (12) or less, but will number at least three (3). Governors must be equity members of the Club.
2. Nominating -
 - a. No more than one hundred and twenty (120) days before the annual membership meeting, the current Nominating Committee will appoint a new Nominating Committee consisting of five (5) members of the Club. Two (2) of whom will be members of the Board of Governors and three (3) at large members shall be selected by the current Nominating Committee from applications submitted by the general membership no later than December 1. If there are not three qualified applicants, the current Nominating Committee shall select additional members to complete the new Nominating Committee. The new Nominating Committee

- shall be required to meet with the Board prior to their first meeting. No member of the new Nominating Committee shall stand for election to the Board in the year they are a member of the Nominating committee. Members of the Nominating Committee will serve for a term of one (1) year or until their successors are appointed and qualified. Unless specifically requested by a majority of the Board of Governors, the Nominating Committee will not nominate candidates to fill any vacancies occurring by reason of death, resignation or otherwise, for an unexpired term.
- b. The Nominating Committee will recommend, at least forty (40) days prior to the members' annual meeting, the names of members of the Club selected by a majority vote of the Nominating Committee to be submitted to the members of the Club at their annual meeting for election to the Board of Governors.
 - c. Ten percent (10%) or more of the total number of members of the Club entitled to vote who are not on the Nominating Committee or the Board of Governors may also nominate candidates for the Board of Governors by petition signed by them and filed with the Secretary at least thirty (30) days prior to the members' annual meeting. The names of any such nominees, after having been certified by the Secretary or any other officer that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws, will be posted on the official bulletin boards of the Club and will be included on any proxy mailing to the members of the Club.
3. Elections -
- a. There will be no cumulative voting and no preemptive rights.
 - b. Voting will either be in person or by absentee ballot.
 - c. Only the equity members of the Club will elect members of the Board of Governors.
 - d. The Nominating Committee will nominate such persons as required to complete the Board of Governors for such terms as required to cause the terms of one third of the governors to expire each successive year thereafter.
 - e. Prior to each annual members' meeting, the Nominating Committee will nominate to the members the number of nominees equal to that of those governors whose terms have expired to serve as governors for a term of three (3) years.
 - f. In any election for the Board of Governors, candidates will be ranked according to the number of votes received. The number of candidates necessary to fill the vacancies on the Board of Governors receiving the highest number of votes at the annual meeting of the members will be elected.
4. Conflict of Interest - The governors will not be liable to the Club or any of its members for decisions made regarding the operation of the Club or Club facilities; provided, the governors act in good faith and in a manner they believe to be in the best interest of the Club, its members and the development of the community.

ARTICLE V

MEETINGS OF BOARD OF GOVERNORS

1. Annual Meeting - Each year the Board of Governors will hold its annual meeting to elect officers and to consider any other matters that may be properly brought before the meeting. The annual meeting of the Board of Governors will be held within ten (10) days after the annual meeting of the members of the Club.
2. Quorum - A majority of the Board of Governors will constitute a quorum at any meeting for the transaction of business.
3. Meetings - The Board of Governors will have a minimum of five (5) regular meetings in each year at such times as the Board of Governors will determine. The meetings will be held at such time and place as designated from time to time by the Board of Governors.
4. Proxies - Members of the Board of Governors may not vote by use of any proxy.
5. Notice of Meetings - Notice of any meeting of the Board of Governors, regular or special, may be conveyed by any manner, including without limitation written or telephonic notice, at least three (3) days prior to the meeting.
6. Voting Percentage - A majority of all of the members of the Board of Governors must vote to approve any motion unless otherwise provided herein.

ARTICLE VI
POWERS OF THE BOARD OF GOVERNORS

1. Management of the Club - The Board of Governors will exercise all powers of the Club and take action as necessary to carry out the purposes of the Club.
2. Duties and Powers - The Board of Governors will, among other things:
 - a. Elect the officers of the Club;
 - b. Appoint committees and assign duties;
 - c. Fill unexpired terms on the Board of Governors due to death, resignation, inability to perform duties or otherwise.
 - d. Appoint managers and other employees, and delegate such authority as is considered necessary for the proper operation and management of the Club;
 - e. Adopt, alter, amend or repeal the General Club Rules and other rules and regulations governing use of the Club and all its facilities by members and their guests;
 - f. Fix the membership contribution and terms of payment for any membership;
 - g. Determine the amount of dues, fees and other charges;
 - h. Have the power, but not the duty, to replace any governor who fails to attend fifty percent (50%) of the regular Board meetings in any one (1) membership year;
 - i. Have the power to expend funds to the extent available from any source; to make contracts, borrow money and incur indebtedness for the purposes of the Club; and, to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued;
 - j. Have the power to exchange rights to use the Club facilities with members of other country Clubs;
 - k. Have the power to hold nonmember functions on the Club facilities; and
 - l. All other necessary actions as permitted by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide.
3. Issuance of Memberships - The Board of Governors will have sole authority to issue, cancel and transfer memberships and will have a membership certificate prepared in form and content consistent with the provisions of the Articles of Incorporation and these By-Laws of the Club.
4. Compensation - Governors will not receive any salary or other compensation, but will be entitled to reimbursement for any and all expenses reasonably incurred in performing any duties pursuant to these By-Laws, as determined from time to time by the Board of Governors.
5. Interpretation of By-Laws - The Board of Governors will have the corporate power to generally do everything permitted for not-for-profit corporations by law, statute, its Articles of Incorporation and these By-Laws, and to determine the interpretation or construction of these By-Laws, or any parts hereof, which may be in conflict or of doubtful meaning, and their decision will be final and conclusive, so long as consistent with applicable law.
6. Action Without Meetings - Any action which may be taken by the Board of Governors, or any committee thereof, may be taken without a meeting if consent in writing setting forth the action to be taken, signed by all of the governors, or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Governors or of the committee, whether done before or after the action so taken. Such consent will have the effect of a unanimous vote.
7. Telephonic Meetings - Members of the Board of Governors may participate in any meeting by means of a conference telephone or similar communications equipment. All persons participating in the meeting must be able to hear each other at the same time. Participation by such means will constitute presence in person at the meeting.
8. Removal of Board Members – Pursuant to Florida Statutes, Chapter 617, a member of the Board of Governors may be removed from office with or without cause, by a majority of all votes of the Board of Governors if that Board member was elected or appointed by the Board of Governors or by a majority of all outstanding votes of the members if that Board member was elected by the Membership. Chapter 617.0808 is incorporated by reference herein.

ARTICLE VII

OFFICERS

The Board of Governors at each annual meeting will elect, to serve for the term of one (1) year and until their successors will be elected, a President, a Vice President, a Treasurer and a Secretary, and such other officers as the Board of Governors from time to time determines appropriate.

ARTICLE VIII

DUTIES OF OFFICERS

1. President - The President will preside at all meetings of the members and the governors and enforce, or cause to be enforced, observance of the provisions of these By-Laws and all rules and regulations of the Club. The President may call special meetings of the Board of Governors, will be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Club.
2. Vice President - In the absence or disability of the President, the Vice President will perform and carry out, or cause to be performed or carried out, all duties and responsibilities of the President.
3. Treasurer - The Treasurer will be Chairman of the Finance Committee. The Treasurer will cause to be collected, held and disbursed, under the direction of the Board of Governors, all monies of the Club, and it will be the Treasurer's duty to collect monies due the Club from the issuance of memberships, dues and charges of members of the Club, and all amounts due from others.
The Treasurer will keep, or cause to be kept, regular books of account and all financial records of the Club, and will prepare budgets and financial statements, when and in the form requested by the Board of Governors. The Treasurer will deposit, or cause to be deposited, all monies of the Club in an account or accounts in the Club's name, in the bank or banks designated by the Board of Governors, and will give a surety bond for faithful performance in the amount directed by the Board of Governors, which surety bond premium will be paid by the Club. Any other person or persons having access to monies of the Club or its bank accounts will be similarly bonded.
4. Secretary - The Secretary will keep, or cause to be kept, records and minutes of all Board of Governors and membership meetings, and the Secretary will be responsible for giving all required notices of such meetings. The Secretary will have custody of the Seal of the Club, and all membership records will be kept under the Secretary's supervision.
5. Other Officers - The Board of Governors may appoint additional officers and assign their duties.
6. Duties of Officers - Any officer may be given additional assignments and duties by the Board of Governors. The duties mentioned in the previous sections may be delegated to any of the officers of the Club or the General Manager.
7. Removal from Office - Any officer may be removed from office, with or without cause, by a two-thirds (2/3) vote of the members of the Board of Governors.

ARTICLE IX

COMMITTEES

1. Standing Committees - Each year the President, subject to the approval of the Board of Governors, will designate the chairperson (who will be a governor) and members of each of the following committees: Membership, Executive, Finance, House, Entertainment, Golf, Greens, Tennis, Grievance, Property, Long Range Planning, Personnel, and Legal and By-Laws. The Committees, other than the Executive Committee, will act in an advisory capacity to the Board of Governors and will have no independent authority. The Committees will advise the Board of Governors on matters relating to their responsibilities.
 - a. The Membership Committee will investigate all applications for membership other than applications from owners or purchasers of Lots in the Vines community and will report thereon to the Board of Governors with its recommendation as to whether or not to act favorably upon each application.
 - b. The Executive Committee will consist of the President as chairman, the Vice President, the Treasurer, the Secretary and, in addition, one (1) member of the Board of Governors. The Executive Committee will have the powers specifically delegated by the Board of Governors during the interval between Board meetings, except that it will not have the power to: (i) elect officers of the Club, (ii) fill vacancies

on the Board of Governors, (iii) negate any action of the Board of Governors, (iv) approve or disapprove any applications for membership or discipline any members, or (v) discharge any employee of the Club who was hired by the Board of Governors. A quorum will be a majority of the members of the committee. Actions and resolutions will require unanimous approval of the committee members present. The Executive Committee must report actions and resolutions promptly to the Board of Governors, and not later than the next Board of Governors meeting.

- c. The Finance Committee will in general supervise, direct and control all matters pertaining to the Club's finances including, but not limited to, the placing of insurance, the filing of tax returns, the payment of taxes, the preparation of the annual operating budget, the preparation of the current reports for the Board of Governors on the Club's financial condition and the issuance to members of a condensed quarterly operating statement. The Finance Committee will have the power, with the approval of the Board of Governors, to direct the general manager to employ, at the expense of the Club, such clerical aid and assistance as may be necessary to handle the accounts. The account books and vouchers will at all times be open to the inspection of any member of the Board of Governors.
- d. Each of the following committees, subject to the approval of the Board of Governors, will formulate programs and submit them with recommendations to the Board of Governors for approval. The officers of the Club will have control of the execution of such programs and recommendations as are approved by the Board.
 - i. House Committee - The House Committee will advise the Board of Governors on matters concerning the operations of the Clubhouse and the equipment, furnishings and property therein. The committee will advise on all food and beverage operations.
 - ii. Golf Committee - The Golf Committee will advise the Board of Governors on matters concerning the employment of a Golf Professional and the scope of the operation of such professional, the promulgation of playing rules for members and their guests, the programming of golfing events for members and their guests and the maintenance of members' handicaps. United States Golf Association rules and regulations will govern all golf play except where superseded by local rules.
 - iii. Greens Committee - The Greens Committee will advise the Board of Governors on matters concerning the employment of a Golf Course Superintendent and the scope of the Golf Course Superintendent's operations and the maintenance of the golf course, roads, maintenance building, facilities and equipment used in connection therewith. No alteration will be made to the golf course except with the approval of the Board of Governors.
 - iv. Tennis Committee - The Tennis Committee will advise the Board of Governors on matters concerning the employment of a Tennis Professional, the scope of operations of the professional, the promulgation of playing rules for members and their guests and the programming of tennis events for members and their guests. The committee will advise the Board of Governors on the condition of, and make recommendations concerning, tennis courts and related equipment and facilities.
 - v. Grievance Committee - The Grievance Committee will consist of five (5) members, three (3) of whom will be members of the Board of Governors. All written complaints relative to any member's conduct will be first referred to this committee. The Committee will make such investigation as it deems necessary and will present its recommendation to the Board of Governors in executive session. If the committee's recommendation of a formal charge is approved by the Board, the committee will draft and submit to the Board of Governors a letter of complaint. The committee will have no power of suspension or expulsion, but may have such powers of censure as may be directed by the Board of Governors.
 - vi. Property Committee - The Property Committee will advise the Board of Governors on matters concerning the maintenance and repair of all buildings, both exterior and interior, the supervision of all building construction and the maintenance, repair and installation of all water and electrical lines and the facilities and equipment used in connection therewith, except those directly related to and concerning the maintenance or repair of the golf course. The trees, lawn, garden and shrubbery area of the Club's grounds are within the scope of the Greens Committee and the maintenance, repair and construction of wells, water tanks, pumps, fences and parking lots will come under the jurisdiction of the Property Committee.

- vii. Legal and By-Laws Committee - The Legal and By-Laws Committee will advise the Board of Governors with respect to the publication and interpretation of the General Club Rules and By-Laws of the Club and, generally, with all matters of a legal nature pertaining to the Club.
 - viii. Entertainment Committee - Shall advise the Board regarding entertainment activities for the members.
 - ix. Long Range Planning Committee - Shall advise the Board regarding 5 and 10 year projects for the Club.
 - x. Personnel Committee – Shall review and assist in Human Resources activities in order to ensure timely and complete compliance with Human Resource practices.
2. Ad Hoc Committees - The President, subject to the approval of the Board of Governors, may, from time to time, appoint such ad hoc committees, with such powers and composition as the President, with such approval, will determine.
 3. Powers of Committees - The several committees will act only as a committee and the individual members thereof will have no power or authority. The chairman of each committee may appoint from the members of such committee such sub-committees as he or she deems desirable. Such sub-committees will report directly to the committee as a whole, which will approve, amend or disapprove the report of the sub-committee. Committees will act by the vote of the majority of the committee members.
 4. Terms of Committee Chairpersons and Committee Members – Except as provided in these By-Laws, committees should have no more members than the number of Governors on the Board of Governors. The term of a member of a committee may be terminated at any time by the President with the approval of the Board of Governors.

ARTICLE X MEMBERSHIPS

1. Number of Memberships - The Club will issue various types of Equity Memberships. Within each Equity Membership category, the Board of Governors shall have the authority to issue sub-types of memberships. The maximum number of Equity Memberships issued will be limited to six hundred fifty (650). The total number of Golf Equity Memberships issued will be limited to three hundred fifty (350), the total number of Sports Equity Memberships issued will be limited to one hundred (100) and the total number of Social Equity Memberships issued will be limited to two hundred (200). Notwithstanding the foregoing limitation on the number of Social Equity Memberships, a Social Equity Membership will always be made available by the Club to a person purchasing a Lot in the Vines Community.
2. Memberships - Upon payment of the required membership contribution and the appropriate dues and charges and by complying with the rules and regulations of the Club, members will be entitled to the following rights of access to and use of the Club facilities:
 - Golf Equity - A Golf Equity Membership entitles the member to use all of the golf, tennis, social and athletic facilities of the Club. Golf Equity Members shall not pay greens fees or court fees, but are required to pay golf cart fees or trail fees.
 - (i) Gold Equity – The Golf Equity Membership is the highest level of Golf Equity Membership that is refundable in accordance with paragraph 8d of the Article and has full membership privileges.
 - (ii) Silver Equity – The Silver Equity Membership is a Golf Equity Membership that has a redemption value of One Dollar (\$1). All other privileges and rights are the same as a Gold Equity Membership.
 - (iii) Senior Equity – A downgrade to the Senior Equity Membership is available to members who have been Gold Equity Members for fifteen (15) continuous years or more and are seventy five (75) years of age or older. This membership category shall be limited at the discretion of the Board of Governors, but shall be counted toward the total of three hundred fifty (350) Golf Equity Memberships. Downgrading to this

membership may result in a forfeiture of any membership contribution and refundable bonds. The Board of Governors shall have the authority to establish all dues, fees and conditions for this category. A Senior Equity Membership is entitled the same voting privileges as a Gold Equity Membership.

- (iv) **Widow(er) Equity Downgrade** – Any Gold Equity Member who becomes a widow or widower shall have the right to downgrade to this category. Any downgrade shall be limited to a maximum of two (2) years from the date of the spouse’s death. This membership category shall be limited at the discretion of the Board of Governors, but shall be counted toward the total of three hundred fifty (350) Golf Equity Memberships. The Board of Governors shall have the authority to establish all dues, fees and conditions for this category. A Widow(er) Equity Downgrade is entitled to the same voting privileges as a Gold Equity Membership.
- (v) **Preview Equity** – The Preview Equity Membership is available to prospective members fifty five (55) years of age or younger. This membership category shall be limited at the discretion of the Board of Governors, but shall be counted toward the total of three hundred fifty (350) Golf Equity Memberships. The Board of Governors shall have the authority to establish all dues, fees and conditions of membership for this category. A Preview Equity Member shall not be entitled to any voting privileges until such time as their membership contribution is paid in full.

Sports Equity - A Sports Equity Membership entitles the member to use the tennis facilities on a priority basis and the social and athletic facilities. Sports Equity Members may also use the golf facilities with a four (4) day sign-up privilege to reserve golf starting times. The Sports Equity Membership is limited to 40 rounds between January 1 and April 30. Sports Equity Members do not pay court fees, but are required to pay greens and golf cart fees.

Social Equity – A Social Equity Membership entitles the member to use the social and athletic facilities of the Club. Social Equity Members may use the golf facilities at the Club six (6) times each during each membership year and may reserve court playing times and golf starting times. Social Equity Members shall be required to pay green fees and golf cart fees.

- 3. **Privileges** - The Club reserves the right, from time to time, to modify playing privileges for each membership category and to establish rules governing access, sign-up privileges and starting times with respect to the golf course, the tennis courts and the other recreational facilities of the Club. Membership entitles the member, his or her spouse or companion (as approved pursuant to the Club’s companion policy) and their unmarried children under the age of twenty three (23) who reside at home or attend school on a full-time basis to use the Club facilities.
The Club may, in its discretion and from time to time, offer to members of the Club who do not desire to use their full membership privileges in any given year the right to exchange their membership privileges with those of another member of the Club upon obtaining the approval of the Club and the exchanging member’s payment of the respective dues. The right to exchange membership privileges is on a membership year basis, and does not affect the exchanging member’s rights to their underlying membership or obligations for such memberships.
- 4. **Category Changes** - Social Equity Members, and Sports Equity Members may upgrade to a higher category of membership, subject to availability. The right to upgrade is subject to the payment of the difference at the time of upgrade between the membership contribution charged for the lower and higher category of membership. Any downgrading from one membership class to another will result in the forfeiture of the difference in equity.
- 5. **Eligibility** - Membership will be offered to persons who are approved for membership in the Club, subject to the following: The criteria for membership for persons owning or purchasing a Lot in the Vines Community shall be ministerial only; *i.e.*, limited to: (i) providing requisite information as may be reasonably required for Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by the Club from time to time for the Class of Club membership available and selected. A membership shall be offered to persons on the waiting list of membership in the following priority: (a) to purchasers of Lots in the Vines community; (b) to the owners of units in the community, with priority going to owners who are members desiring to upgrade to a higher category of membership and then to certificate members; and then (c) to non-

owners. Each membership will be offered on a first-come, first-serve basis. Persons desiring to acquire a membership must give the Club written notice of their desire to be on the waiting list for a specific category of membership. No more than 10% of memberships may be acquired by persons residing outside of The Vines Community.

A member will be responsible for the payment of dues with respect to each membership owned and will not be entitled to any special privileges for owning multiple memberships.

6. Membership Contribution for Memberships. Persons desiring to become members of the Club will be required to pay the membership contribution required for the type of membership selected on the date of application, except that purchasers of units in the community may, upon closing, pay the membership contribution in effect on the date they signed their purchase contract. Upon payment of the membership contribution in full for a membership, a member is not obligated to pay any additional membership contribution. Until payment of the entire membership contribution is made, membership will not be issued. Credit may be given towards the membership contribution for any Certificate Deposit paid by Certificate Members.
7. Membership Certificate
 - a. Every accepted member of the Club who paid the required membership contribution and required dues in full will receive a formal certificate of membership. Such certificate will be in a form approved by the Board of Governors and will state that the membership is issued subject to the By-Laws as amended from time to time and will be subscribed by the President or other officer and under the seal of the Club.
 - b. Membership certificates are not redeemable or transferable except as specifically provided by these By-Laws and then only through the Treasurer of the Club. Upon the resignation or expulsion of a member, the member will surrender his or her membership certificate. Whenever a person ceases to be a member, whether by death, resignation, recall, expulsion or other provisions of these By-Laws, such cessation will operate to authorize the Treasurer of the Club to effectuate the redemption, cancellation, purchase or sale of the membership of such member in accordance with and in the manner prescribed by these By-Laws.
 - c. When a membership is issued in more than one name, each individual will be jointly and severally liable for all dues, fees, other charges and liabilities associated with such membership. Neither individual will be discharged or released from liability for prior dues, fees, other charges and liabilities, but may be released from liability for subsequent dues, fees, other charges and liabilities, when written notice is received by the Club of a member's desire to be released from such liability, coupled with the resignation of such member.
8. Transferability of Membership
 - a. Memberships are not transferable or assignable except as provided in Sections 8, 9 and 10 of this Article.
 - b. A member may transfer or sell his or her membership only to the Club. A member who desires to sell his or her membership must give the Club an irrevocable written notice that the membership is available for repurchase. The Club is not obligated to repurchase a membership under any circumstances except those specified in (b) and (c) of this Section, but may do so in its sole and absolute discretion.

Resigned memberships will be repurchased when all available memberships in the resigned member's category are issued to members, and an individual acceptable to the Club pays the required membership contribution to purchase the membership made available by the resigning member. The Club may, but will not be required to, repurchase a membership prior to another individual acquiring the resigned membership. In the event there are no eligible persons, the resigned membership will be placed on a waiting list to be repurchased on a first-resigned, first-repurchased basis. The Club will maintain a waiting list of resigned memberships and of eligible persons who desire to acquire a membership.
 - c. Even though all memberships have not been sold, a member may arrange through the Club for the repurchase of his or her membership and the issuance of the membership to the purchaser of his or her unit without being placed on a waiting list to be repurchased, if any. This arrangement must be made on or before the closing on the sale of the unit. Thereafter, the membership will only be repurchased in accordance with Section 8 (b) above. The purchaser must be approved for

membership and pay the required membership contribution. The procedure for transfer in accordance with this Section 8 (c) is as follows:

- (i) The resigning member must submit a resignation in writing stating: (A) that such member is selling such member's unit, and (B) that the resignation will become effective upon the closing of title and the acceptance of the purchaser as a member;
 - (ii) The purchaser must make application and have the application acted upon favorably by the Club for membership;
 - (iii) Upon resignation becoming effective, as herein above provided, the resigning member will deliver to the Club's Secretary such member's membership certificate or an affidavit of lost certificate in a form acceptable to the Club; and
 - (iv) The membership contribution to be paid by such purchaser is the amount of the membership contribution in effect for the membership on the date they signed their contracts to purchase such unit. After the purchaser has become a member, and upon receipt of the purchaser's membership contribution, the Club will promptly remit to the resigning member the amount due as provided in Subsection 8(d) of this Article based upon the membership contribution paid by the successor member. As soon as practical thereafter, the Club's Secretary will cancel the membership certificate of the resigning member and issue a new membership certificate to the purchaser.
- d. For all Equity Memberships purchased prior to November 14, 2011, the amount which will be paid to the resigning member upon the sale of his or her membership is seventy percent (70%) of the membership contribution in effect on the date they sign the contract to sell their unit. In the event that the membership of the resigned member is repurchased, the resigned member shall be entitled to seventy percent (70%) of the membership contribution in effect at the time of repurchase. When a member sells property, they are not entitled to a refund of pro-rated dues unless they sell to a buyer of a like/kind or higher membership.

Effective November 14, 2011 and applicable only to Equity Memberships purchased after November 14, 2011, the amount which will be paid to a resigning member upon the sale of his or her membership is fifty percent (50%) of the membership contribution in effect on the date they sign the contract to sell their unit. In the event that the membership of the resigned member is repurchased, the resigned member shall be entitled to fifty percent (50%) of the membership contribution in effect at the time of repurchase. When a member sells property, they are not entitled to a refund of pro-rated dues unless they sell to a buyer of a like/kind or higher membership.

Pursuant to the terms and conditions of these By-Laws, the Equity Members, from time to time, have the right to modify the provisions of Article X (8)(d). Any amount owed to the Club by a resigned member will be deducted from the amount paid to a resigned member upon the repurchase of his or her membership. If a member is suspended for non-payment of dues, assessments, other charges or for disciplinary reasons at the time of an increase in the equity contribution for new memberships, the suspended member shall not be entitled to receive such increase upon the repurchase of his or her membership.

- e. A member who has notified the Club that he or she has resigned membership in the Club is obligated to pay dues and assessments until the repurchase of their membership. In the alternative, these amounts owed to the Club by a resigned member may accrue with additional charges for nonpayment in a total amount not to exceed the amount which the resigned member is entitled to receive from the Club upon the repurchase of the resigned member's membership. A resigned member may continue to use the Club facilities after his or her resignation if current in all payments.
- f. If a membership is repurchased during a membership year, the member will be reimbursed for any dues paid for that year on a prorated basis of the remainder of the membership year. When a member sells property, they are not entitled to a refund of pro-rated dues unless they sell to a buyer of a like/kind or higher membership.
- g. Members may take their memberships with them to any unit. If a member wants to take the membership with him or her to a unit which is being sold by another member of the Club, the prior written approval of both members to the transfer must be delivered to the Club on such forms as designated by the Club from time to time.

- h. If a member transfers his or her interest in a unit and does not request that the Club repurchase his or her membership, the Club will have the right, but not the obligation, at any time to repurchase such member's membership by paying to such member the amount to be paid to a resigned member as set forth in Section 8 (d) above plus the pro rata amount of unused dues.
 - i. A member that transfers his or her unit to another person or entity without receiving consideration for the transfer, such as a gift from a member to another person or a transfer from an entity to its shareholder, partner or affiliate, may arrange for the Club to reissue the membership to the transferee without paying any additional membership and approval by the Club. The privileges of this paragraph are also subject to completion of such additional forms as required by the Club from time to time, including without limitation an affidavit of transfer. Violation of the provisions of this Section may result in the forfeiture of membership or such other discipline as determined by the Board of Governors in accordance with these By-Laws.
9. Transfer upon Death or Divorce
- a. Upon the death of a member, the membership automatically passes to the surviving spouse, if any. If the deceased member is not survived by a spouse, then the legatee or heir of the residential unit in the community owned by the deceased member, in the case of an owner, or the legatee or heir of such membership in the case of a non-owner, if approved by the Club, will have the right to acquire the deceased member's membership without the payment of any additional membership contribution. This right is conditioned upon the application being made no later than one hundred twenty (120) days after the legatee or heir acquires the right to possession of the residential unit or membership, as the case may be, and upon payment by the applicant of any debt service and assessments for each intervening year between the date of the member's death and the date of the application, in addition to dues and to all other applicable charges. If the legatee or heir does not apply for a membership within one hundred twenty (120) days after acquiring the right to possession of the unit or the membership certificate, as the case may be, the membership will be deemed resigned to the Club.
 - b. Upon the death of a member who does not own property in the community, the Club will have the right, but not the obligation, to repurchase the membership upon payment of the amount to be paid to a resigned member as set forth in paragraphs 8(d) and 8(e) of this article.
 - c. In the event married persons are legally separated or divorced, title to the membership, including all its rights and benefits given to the holder thereof, will vest in the spouse who is the owner of the membership if only one spouse is reflected on the membership certificate. In all other cases, the membership will vest in the spouse awarded the membership. In the absence of the separation agreement or court decree, the rights and benefits of the membership will continue in the owner of the membership as reflected on the membership certificate.
10. Renter Privileges - The Club will provide privileges to use the Club facilities to renters of a member's unit. A membership must be acquired for this residential unit in order for the renter of the unit to be eligible to use the Club facilities. Renters designated to use the Club facilities will only be entitled to use the Club facilities on the same basis as the designating member. A renter's privileges are subject to application to, and approval by, the Club, payment of all required use fees and charges, and compliance with the rules and regulations of the Club, as determined by the Club from time to time. During the period when a renter of a unit on the member's lot has acquired membership privileges, the member will continue to pay dues, but will not have the right or privilege to use the Club facilities. Members who rent their residential unit will be responsible for all charges incurred by their renter which remain unpaid after the customary billing and collection procedure of the Club and for the deportment of each such lessee. The Board of Governors may set a minimum rental term for renter privileges. Each member's unit which is rented will have available to it only one (1) membership to an individual or family at any given time

ARTICLE XI

VOTING

On all matters to be voted on by members of the Club, a Golf Equity Member will be entitled to four (4) votes, a Sports Equity Member will be entitled to two (2) votes, and a Social Equity Member will be entitled to one (1) vote. A member will be entitled to vote his or her membership only if the member is in good standing, including payment in full of the

membership contribution and dues and charges then required. A member who has resigned his or her membership may vote subject to approval by the Board of Governors.

ARTICLE XII

OTHER MEMBERSHIPS AND USE PRIVILEGES

1. Non-Voting Membership and Use Privileges - The Club will have the right, in the discretion of the Board of Governors, to issue additional annual or short-term, non-voting memberships, or both, and to permit others to use the Club facilities, upon such terms and conditions as determined from time to time by the Board of Governors. Such memberships will entitle use of the Club facilities designated by the Board of Governors and will be offered to such persons as determined by the Club from time to time. The following categories of membership are presently offered by the Club:
 - a. Certificate Memberships - Persons who do not own units or lots in either The Vines or Belle Lago may apply for "Certificate Memberships". A Certificate Membership entitles members to use all of the Club facilities on the same basis as Golf Members upon payment of the annual dues, charges and fees as established by the Club. Certificate Memberships are subject to these By-Laws and other rules and regulations of the Club, as amended from time to time.

In order to obtain a Certificate Membership, a fully completed Certificate Membership Application must be submitted and a Certificate Deposit paid in the amount required by the Club. Certificate Memberships are not transferable. Certificate Members may not resign during their first membership year and are responsible for the payment of dues for the entire first membership year without refund. Certificate Members are not subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Club facilities.

The Certificate Member's Certificate Deposit shall be held in an escrow account by the Club. Upon the termination of a Certificate Member's membership for any reason, the member shall receive from the Club within sixty (60) days of termination his full Certificate Deposit, without any interest, less any amounts owed to the Club.
 - b. Annual Memberships - Persons who do not own units or lots in either The Vines or Belle Lago may apply for "Annual Memberships". An Annual Membership entitles members to use all of the facilities of the Club in accordance with the category of Annual Membership selected.

ANNUAL TENNIS: entitles the member to all tennis and Snack Bar privileges only.

In order to obtain an Annual Membership in the Club, a fully completed Annual Membership Application must be submitted and the full year's dues must be paid. Annual Membership is renewable yearly upon review and approval by the Membership Committee. Annual Memberships are not transferable. Annual Members who resign from the Club shall not be entitled to a refund of their annual dues. Annual Membership is subject to payment of such dues, state taxes, fees, service charges and personal charges as established by the Club from time to time. Annual Members are subject to these By-Laws and the other rules and regulations of the Club, as amended from time to time. Annual Members are not subject to any liability for capital or operating assessment for costs and expenses of ownership or operation of the Club or the Club facilities.

- c. Recall of Non-Voting Memberships - Certificate Memberships and Annual Memberships may be recalled by the Club at any time, for any reason. Certificate Memberships and Annual Memberships will be recalled within their own category on a last-acquired, first-recalled basis.

ARTICLE XIII

APPLICATION FOR MEMBERSHIP

1. All applications for membership will be in the form prescribed by the Board of Governors and will be signed by the applicant.

2. Subject to the provisions of Article X, Section 5 and Article XIII, Section 5 below respecting applications from owners or purchasers in the Vines community, all applications must be acted upon favorably by an affirmative vote of the Board of Governors. In accordance with applicable law, the Board of Governors, either directly or through its Membership Committee, will undertake the necessary investigation and appraisal of an applicant. This may include an interview with the applicant at the sole discretion of the Board of Governors. The failure of three (3) or more members of the Board of Governors to act favorably on an application will require the application package be returned to the applicant without favorable action.
- 3.. An applicant must submit a fully completed and signed Application for Membership and a check in U.S. funds for the required amounts, mailed or delivered, to the Administration office of the Club.
4. After receiving the Application for Membership and the required payment, the Board of Governors will determine whether the applicant has satisfied the relevant conditions. If the Board of Governors does not act favorably on an application, the Board of Governors will return the applicant's payment without any interest thereon.
5. Notwithstanding anything contained in these By-Laws to the contrary, each purchaser of a unit within the Vines Community Association who makes application for membership in the form prescribed by the Board of Governors along with the payment of the applicable membership contribution on or before the closing of the purchase of his or her unit will be approved for membership in the Club.
6. Applicants whose applications have been acted upon favorably by the Board of Governors for membership who fail to pay the membership contribution and dues, as prescribed by the Board of Governors, within the earlier to occur of: (a) in the case of purchasers of Lots in the Vines community, the date of closing of title; or (b) in all other cases, thirty (30) days after notice that it is due and payable, may forfeit their right to membership.
7. Comments from members with respect to prospective members will be privileged communications and only the Board of Governors, General Manager and legal counsel will have access to such communications.
8. Upon the marriage of a member, the new spouse will make application for membership in the same manner as for an original membership, but without payment of any additional membership contribution, if the new spouse should wish to become a member of the Club.
9. A purchaser of a residential unit with a membership may apply for membership in accordance with these By-Laws prior to closing upon the unit. Once approved for membership and payment in full of the required membership contribution, the purchaser will be permitted to use the Club facilities on a temporary basis provided there is no double use of the membership. Until the purchaser closes upon the purchase of the unit, the purchaser will be issued a temporary membership card. The purchaser will not be issued a membership certificate until after he or she closes on the purchase of the unit. If the purchase contract is terminated for any reason, the temporary membership privileges will immediately end, the temporary membership card must be returned to the Club and the purchaser will be refunded the membership contribution for the membership without interest less any amounts owed to the Club.

ARTICLE XIV

GUEST PRIVILEGES

1. Guests of members may be extended day guest and houseguest privileges subject to applicable guest fees, charges and the General Club Rules established from time to time by the Board of Governors. A houseguest is defined as a guest residing in a member's residence.
2. Day guests must be accompanied by the member at all times during the use of any facility of the Club, unless otherwise determined by the Club from time to time.
3. Owners of a unit in the community who are not members of the Club can use the Club facilities only as a day guest in accordance with the General Club Rules relating to guests and upon payment of the applicable daily guest fees and charges.
4. Application forms requesting houseguest privileges may be obtained from the Club office. Houseguest privileges will be extended to guests of a member while residing in the member's residence. Houseguests will include employees of a member, during the period of employment, that reside in the member's residence, subject to such employee using the Club facilities in the company of the member or a member of the member's family. Upon approval by the Membership Committee, a houseguest card will be issued which will give evidence of the houseguest's rights and privileges, as set forth in the General Club Rules from time to time. Houseguest privileges will be granted for a two (2) week period. Thereafter, houseguest privileges will be extended at the discretion of the Club.

5. Members are responsible for the deportment of their guests, whether or not such members are in residence. Members are responsible for all charges made by their guests.
6. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board of Governors in their sole and absolute discretion.

ARTICLE XV

DUES

Prior to each membership year, the Board of Governors will set the dues and fees to be payable by members for the ensuing membership year, which will be the twelve (12) month period commencing on November 1 and ending on October 31. All memberships shall operate on this membership year. To this end, any annual memberships renewing at a time other than November 1 will renew for a short year ending October 31 of the applicable membership year. The Board of Governors reserves the right to set the amount of dues to be payable by members at any level it deems appropriate. The dues will be reasonable to those charged at comparable Clubs. The level of dues charged members other than Golf Equity, Sports Equity and Social Equity members is not required to be the same as the dues charged Golf Equity, Sports Equity and Social Equity members. The dues charged for Sports Equity Members shall not exceed fifty percent (50%) of the dues charged Golf Equity Members, and the dues charged Social Equity Members shall not exceed twenty-five percent (25%) of the dues charged Golf Equity Members.

Dues, plus any applicable taxes, will be due and payable when billed unless otherwise determined by the Board of Governors. Except as otherwise provided herein, memberships which terminate during the membership year are not entitled to a refund of any dues. New members, upon admission, will pay dues pro rata on the basis of the number of days remaining in the Club's membership year, including the day of acceptance. Members will be obligated to continue the payment of dues regardless of the availability of the Club facilities for use.

ARTICLE XVI

DELINQUENCIES

1. Statement - An itemized statement of any dues, assessments and current charges and costs advanced by the Club on behalf of a member (by virtue of a guarantee of payment or otherwise) will be mailed monthly to each member and must be paid monthly. Any member will be delinquent in paying the member's indebtedness to the Club if payment is not received by the Club within thirty (30) days from the date of such statement. Past due bills may, at the discretion of the Club, be charged a reinstatement fee, as determined by the Club from time to time, to reactivate the account once it is deemed delinquent. Members who are delinquent in paying their indebtedness will be subject to such action as is determined appropriate by the Board of Governors. The failure of any member to pay dues within the prescribed period will constitute grounds for forfeiture of such member's membership in the Club.
2. Liens - The Club will have a lien against each membership for any unpaid dues, other charges made by any member of the Club and costs advanced by the Club on behalf of the member (by virtue of a guarantee of payment or otherwise), which lien will also accrue reasonable attorneys' fees incurred by the Club incident to the collection of such amounts, or the enforcement of such lien, whether or not legal proceedings are initiated. The said lien may, but need not be, recorded among the public records of Lee County, Florida, by filing a claim therein which states the name of the member, the number of the membership and the amount claimed to be due, and said lien will continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, will have been paid. Such claims of lien will be signed by an officer of the Club. Upon full payment, the member making payment will be entitled to be reinstated as a member in good standing of the Club and will be entitled to a satisfaction of lien to be prepared and recorded at the member's expense. All such liens may be foreclosed by the Club, in any action at law or in equity, or without legal proceedings upon five (5) days' prior written notice of intended foreclosure, as may be deemed appropriate by the Club. The Club may also, at its option, sue to recover a money judgment for unpaid dues, other charges or costs advanced, without thereby waiving the lien securing the same. No member will be permitted to create, incur, assume or suffer to exist upon such member's membership any liens whatsoever except to the extent such lien represents a purchase money lien incurred as a result of acquiring the memberships which it holds for sale.
3. Credit Security - The Board of Governors of the Club has the right from time to time to require persons who are entitled to use the Club facilities, to give to the Club a credit card, check or cash deposit as security for payment for all charges incurred by such persons in using the Club facilities. All Club charges incurred by such persons

who remain outstanding after the required payment period may be charged to or against such credit or check or cash deposits.

ARTICLE XVII

DISCIPLINE

1. In General - Any member or any family member or guest of such member whose conduct is deemed by the appropriate committee to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members, may be reprimanded, fined, suspended, or, in the case of members who are not Lot owners in the Vines community, expelled from the Club by the Action of the Board of Governors. The Board of Governors will be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its members. Reasons for expulsion or suspension may include, without limitation:
 - a. failure to meet the requirements of eligibility for membership;
 - b. submission of false information on the application for membership;
 - c. submission of false information regarding an application for use privileges for a guest of the member;
 - d. unsatisfactory behavior, deportment or appearance;
 - e. use of the member's membership card or Club account by a nonmember;
 - f. failure to accompany a guest where required when using facilities of the Club;
 - g. failure to pay assessments, dues, fees, charges or Club accounts in a proper and timely manner
 - h. failure to abide by the rules and regulations as set forth for use if the facilities of the Club; or
 - i. treatment of the personnel or employees of the Club in an unacceptable manner.
2. Board Action - Any such member will be notified of such proposed action and will be given an opportunity to be heard by the Board of Governors to show cause why such member should not be disciplined in accordance with this Article. If such member desires to be heard, the member will notify the Board of Governors within fifteen (15) days of the date of notice to the member of the proposed action. The Board of Governors will set a time and date (not less than ten [10] days after receipt of notice from the member of his desire to be heard) for such hearing. While such complaint is being considered by the Board, the member may continue to enjoy the privileges of the Club to which the member was entitled prior to such complaint in the discretion of the Club.
3. Suspension - The Board of Governors may suspend a member and/or any family member or guest of such member from some or all of the privileges of the Club for a period of up to one (1) year. Dues and other obligations will accrue during such suspension and will be paid in full before reinstatement to full privileges.
4. Resignation—Request by Board - The Board of Governors may, by a two-thirds (2/3) vote of the governors present, request the resignation of any member of the Club who is not a Lot owner in the Vines community for cause deemed sufficient by the Board of Governors.
5. Expulsion - The Board of Governors may, by two-thirds (2/3) vote of the governors present, expel any member of the Club who is not a Lot owner in the Vines community for cause deemed sufficient by the Board of Governors. Any member of the Club who has been expelled may not again be eligible for membership nor admitted to the Club's property under any circumstances. An expelled member will be notified by registered or certified mail and the member will have the obligation to surrender his or her membership certificate. In the discretion of the Board of Governors, an expelled member will forfeit all rights and privileges of membership,

including, but not limited to, the right to sell such member's membership back to the Club as provided in Section 8 of Article X.

ARTICLE XVIII

PRIVATE GOLF CARTS

The Club shall have the right to permit the use of privately owned golf carts by equity members. The use of privately owned golf carts shall be subject to such rules and regulations and the payment of fees, as may be established from time to time.

ARTICLE XIX
CORPORATE SEAL

The Corporate Seal of the Club will be circular in form and will bear the words "Estero Country Club, Inc." and "Seal--1989--Not-For-Profit-Corporation--Florida." The Corporate Seal will be in the possession of and affixed by the Secretary to all documents relating to the official acts of the Club, as authorized by the Board of Governors.

ARTICLE XX
MISCELLANEOUS

1. Fiscal Year - The fiscal year of the Club will commence on November 1st and conclude on October 31st.
2. Assessments - The Board of Governors may find it necessary to make assessments, in addition to dues, to cover operating deficits, if any. Assessments to cover operating deficits will be prorated among the Golf, Sports and Social Equity Members in accordance with their dues payable during the membership year in which the deficit occurs.
There will be no assessments for capital expenditures unless a majority of the votes cast by members approves the capital assessment, except that assessments required to pay extraordinary repairs, maintenance or replacements do not require member approval. Assessments for capital expenditures on the golf course shall be voted upon by the Golf Equity and Sports Equity Members and will be prorated among the Golf Equity and Sports Equity Members in proportion to the membership contribution then charged by the Club for these memberships. Social Members shall not pay any assessments for a capital expenditure on the golf course. Assessments to the tennis facilities will be voted upon by the Golf Equity, Sports Equity and Tennis Social Equity Members and will be paid equally by these members. All other assessments for capital expenditures shall be voted upon by all members of the Club and shall be prorated equally among the Golf Equity, Sports Equity and Social Equity Members.
Failure to pay any such assessment will subject any member to the same penalties as failure to pay any other indebtedness to the Club.
3. Conflicts Between By-Laws and Articles of Incorporation - In the event of a conflict between the terms of these By-Laws and the Articles of Incorporation, the latter will prevail.
4. Force Majeure - If the operation of the Club facilities is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the Club's control, whether or not specifically mentioned herein, the Club will be excused, discharged and released of performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind.
5. Dealing with Interested Parties - The fact that a shareholder, affiliate, partner, member, governor, employee or agent of, or person or entity holding a legal or beneficial interest in, the Club is directly or indirectly interested in, owned, employed or connected with any person, firm, corporation or other entity employed by the Club to render or perform a service, or from which the Club may buy merchandise, material, services or other property, will not prohibit the Club from employing such person, firm, corporation or other entity, from purchasing merchandise, materials, services or other property there from or from otherwise dealing with him or it, so long as under reasonable terms and conditions such as would be reflected in an arm's length transaction.
6. Member/ Club Litigation - In any litigation between the Club and a member, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party at all levels of the litigation (including appeals).

ARTICLE XXI

AMENDMENTS

1. Amendments - The By-Laws or Articles of Incorporation may be altered or amended only by the Board of Governors, except that any change to these By-Laws or the Articles of Incorporation of the Club which is materially adverse to or limits the rights of the Golf Equity, Sports Equity and Social Equity Members must be approved by a majority of the votes cast by the members. Changes which are materially adverse to the rights of the Golf Equity, Sports Equity and Social Equity Members shall include, without limitation, items listed below which require the approval of a majority of the votes cast in order to be changed.
2. Modifications - The Club will have the right to modify its Articles of Incorporation and these By-Laws; provided, however, that a change to the following requires the approval of a majority of the votes cast: (a) the number of Golf Equity Members, Sports Equity Members and Social Equity Members; (b) the rights of lessees of an owner's community unit to be designated to use the Club facilities; (c) any of the restrictions or limitations on assessment of memberships for dues, charges and assessments or on the use of privately owned golf carts; (d) the rights of guests of members to use the Club facilities; (e) the rights of owners of units in the community who are members to arrange for the Club to reissue their resigned memberships to their subsequent purchasers; (f) the eligibility to acquire memberships; or (g) this section of the By-Laws.
3. Procedure for Amendments by Board of Governors - In the event these By-Laws or the Articles of Incorporation are to be altered or amended by the Board of Governors, such action must be taken at any regular or special meeting of the Board of Governors, provided that the amendment or alteration will be set forth in the notice of the meeting at which the matter is to be acted upon and provided that a majority vote of the Board of Governors approves the amendment or alteration.
4. Procedure for Amendments by Members - In the event these By-Laws or Articles of Incorporation of the Club are to be altered, amended or repealed by members in accordance with the above, or new By-Laws or Articles of Incorporation are to be adopted by members, the following procedure will be required: a) a majority vote of the Board of Governors, and (b) a majority of the votes cast by the members of the Club, in person or by proxy, at any duly called and constituted annual or special meeting of the members of the Club at which a quorum of the voting members is present. A proposed amendment must be set forth in the notice of the meeting.