

This instrument prepared by:  
Charles Mann, Esq.  
PAVESE LAW FIRM  
1833 Hendry Street  
Fort Myers, Florida 33901  
Telephone: (239) 334-2195

**CERTIFICATE OF AMENDMENTS  
TO THE  
BY-LAWS  
OF  
THE PLACE MASTER ASSOCIATION, INC.**

THESE AMENDMENTS to the By-Laws of The Place Master Association, Inc., are made this 3 day of MARCH, 2021, by The Place at Corkscrew, LLC, a Florida limited liability company ("Declarant").

WHEREAS, the original Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place is recorded at Instrument Number 2017000047834, and as may have been subsequently amended, in the Public Records of Lee County, Florida ("Master Declaration"); and

WHEREAS, the By-Laws of The Place Master Association, Inc., are attached as Exhibit "C" to the Master Declaration, as recorded at Instrument Number 2017000047834, Page 54; and

WHEREAS, pursuant to Section 14.3 of the Master Declaration, the Declarant reserved the unilateral right to amend the Master Declaration or any of its Exhibits prior to Turnover; and

WHEREAS, pursuant to Article XV of the By-Laws, the Declarant may amend the Bylaws any time prior to Turnover; and

WHEREAS, Turnover has not yet occurred; and

WHEREAS, the Declarant wishes to amend the By-Laws.

NOW THEREFORE, pursuant to the reserved rights recited above, the Declarant hereby amends the By-Laws as set forth on **Exhibit "A"** attached hereto.

Witnesses (2):

**THE PLACE AT CORKSCREW, LLC**  
a Florida limited liability company

Sign: [Signature]  
Print: RAY BLACKSMITH

By: Corkscrew Farms, LLC  
a Florida limited liability company  
Its: Authorized Member

Sign: [Signature]  
Print: Cheryl Smith

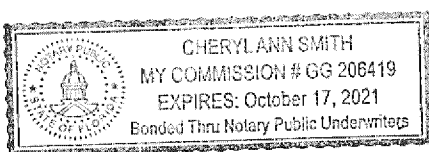
By: [Signature]  
Print: Joseph Cameratta  
Title: Manager

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 3 day of March, 2021, by **Joseph Cameratta**, as **Authorized Member** of **Corkscrew Farms, LLC**, a Florida limited liability company, as **Manager of The Place at Corkscrew, LLC**, a Florida limited liability company, who is personally known to me.

(Notary Seal/Stamp)

Notary Public



Sign: [Signature]  
Print: \_\_\_\_\_

**EXHIBIT "A"**

**AMENDMENTS TO THE  
BY-LAWS OF  
THE PLACE MASTER ASSOCIATION, INC.**

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The By-Laws of The Place Master Association, Inc., shall be amended as follows:

*Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.*

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**Amendment 1:**

**ARTICLE II  
LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association is located at ~~4954 Royal Gulf Circle, Fort Myers, Florida 33966~~  
19900 The Place Boulevard, Estero, Florida 33928, or at such other place as may be established by  
resolution of the Board of Directors of the Association.

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**Amendment 2:**

**ARTICLE III  
MEMBERSHIP VOTING, QUORUM AND PROXIES**

*Section a. unchanged.*

b. A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing at least ~~thirty percent (30%)~~ twenty-five percent (25%) of the total votes entitled to be cast as determined in the manner set forth in Declaration.

*Section c. unchanged.*

d. Votes may be cast either in person or by proxy, or through any electronic means established by the Association. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

*Sections e. through g. unchanged.*

h. Subject to the Declaration, voting at any meeting may be by proxy or by written ballot or electronic ballot. Notwithstanding, routine matters such as approval of Minutes, adjournment, acceptance of reports, and social business shall be determined by "yeas" or "nays".

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**Amendment 3:**

ARTICLE IV  
ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual meeting of the membership of the Association shall be held ~~at the office of the Association, or at such other place as may be designated~~ on a date and time, at a place, and in such a manner as determined by the Board of Directors, ~~on such date and time as designated by the Board of Directors,~~ for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. The Board of Directors shall provide notice as required by these Bylaws and Florida law.

*Sections b. and c. unchanged.*

d. All meetings of the Members will be held ~~in Lee County, Florida, as designated~~ on a date and time, at a place, and in such a manner as determined by the Board of Directors in the Notice of the Meeting.

*Sections e. through h. unchanged.*

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**Amendment 4:**

ARTICLE VI  
ELECTION OF DIRECTORS

*Sections a. through d. unchanged.*

e. ~~At the Turnover meeting, and subsequently, Directors shall be elected by secret ballot (using a double envelope system) in accordance with the Act and these Bylaws. Prior to the Turnover meeting, the Association shall solicit candidates and any eligible person may place his or her name in nomination in advance of the Turnover meeting, in accordance with those procedures established by the Board of Directors. If the number of candidates exceeds the number of seats to be filled, an election shall be required. After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Parcel for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor are prohibited. If more than one (1) ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. Directors shall be elected by a plurality of the votes cast by eligible voters. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. At the Turnover meeting, the three (3) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining two (2) Directors elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate shall serve the initial two (2) year term. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of THE PLAGE. Except as otherwise provided herein and for the first Board of Directors and their Declarant-appointed replacements, Directors shall be elected by the Members at the annual meeting of the Association. Notwithstanding the foregoing, until such time as the Class "B" membership in the Association terminates, the Class "B" Member shall~~

have the right to appoint Directors in accordance with the provisions of the Declaration and Chapter 720, Florida Statutes.

(a) Directors shall be elected in accordance with Chapter 720, Florida Statutes, these By-Laws, and the election rules, if any, and process established and utilized by the Board of Directors.

(b) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a First Notice of Annual Meeting with the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resumé by such deadline on one side of an 8-½" x 11" sheet of paper. As Members have been given the opportunity to nominate themselves in advance and prior to the annual meeting where the election will take place, nominations from the floor will not be accepted.

(c) Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidates' resúms, a proxy, and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname.

(d) If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast. A quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The Board may require all election ballots to be received by the Association at some point prior to the annual meeting so that votes can be tallied prior to the annual meeting and the results announced at the annual meeting.

(e) The candidates who are elected shall take office upon the adjournment of the annual meeting.

(f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

(g) In addition to the foregoing, to the extent that the Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Section 720.317, Florida Statutes (2020), or as later amended.

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**Amendment 5:**

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

*Sections a. through e. unchanged.*

f. The Board has the power to create and to disband such committees as the Board determines is necessary or useful in the administration of the Association. The Board has the power to reasonably delegate the Board's authority to such committees, subject always to the provisions of the Declaration, the Articles, and these By-Laws. ~~All committees of this Association~~ The ARC and any committee that has spending authority shall keep records and conduct meetings in the same manner as is required of the Board of Directors, to the extent required by the Act. However, nothing contained in this section shall be deemed to restrict the authority of the President of this Association from appointing advisory committees not inconsistent with committees created by the Board of Directors.

g. The duties of the Board of Directors shall include:

*Subsections g.(a) through (f) unchanged.*

(g) Prior to commencement of any legal action against Declarant for claims, disputes, and liabilities pertaining to or arising out of Declarant's obligations and duties in the development of Common Areas, or prior to commencement to any legal action which involves an amount in controversy in excess of \$100,000, the Board shall in good faith undertake mediation or structured negotiation with Declarant and attempt to resolve the claim, dispute, or liability. The Board of Directors is only entitled to bring such legal action upon (i) the failure of the Board of Directors and Declarant to negotiate or mediate a settlement to the claim, dispute, or liability; ~~and (ii) the affirmative vote of seventy-five percent (75%) a majority~~ of all votes entitled to be cast by Members of the Association to bring such legal action, at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws; and (iii) a majority vote of all Directors of the Board of Directors, at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws. Regardless of anything herein to the contrary, this provision of the By-Laws may not be modified or superseded by amendment or other provision of these By-Laws or the Articles of Incorporation of the Association, except upon the affirmative vote of seventy-five percent (75%) of all votes entitled to be cast at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws. It is the intent of this paragraph that expenditure of Association funds in litigation should be made only upon the agreement by Members holding seventy-five percent (75%) of the votes entitled to be cast and only after bona fide attempts at negotiation and settlement have been unsuccessful.

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**Amendment 6:**

**ARTICLE XV  
AMENDMENTS**

Subsequent to Turnover, a resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Association. Except as elsewhere provided, such resolutions must be adopted by ~~no less than a majority of the votes of the entire membership of the Association~~ the affirmative vote of two-thirds (2/3) of the Voting Interests present in person or by proxy at a duly called and noticed meeting of the Members, at which a quorum was present. Notwithstanding the foregoing, prior to Turnover, amendments may be adopted by the Declarant. As long as the Declarant owns a Parcel or other property in The Place, no amendment to these By-Laws adopted by the Members shall be effective without the prior written consent of the Declarant, which consent may be denied in the Declarant's discretion, provided, further, that regardless of whether the Declarant owns a Parcel or other property in The Place, no amendment shall be effective if it affects the Declarant's rights or alters any provision made for the Declarant's benefit. No amendment shall be effective if it affects a Builder's rights or alters a provision made for a Builder's benefit.

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**Amendment 7:**

**ARTICLE XVIII**  
**ELECTRONIC VOTING**

Electronic voting may occur in and for the Association under the terms and provisions of the following:

(A) In order for electronic voting to occur on any Association matter, the Board must first pass a resolution authorizing same, which resolution must:

(1) Provide that Members receive notice of the opportunity to vote through an online voting system.

(2) Establish reasonable procedures and deadlines for Members to consent, in writing, to online voting.

(3) Establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

(B) Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

(1) The Association shall provide each Member with a method or means:

(a) To authenticate the Member's identity to or within the online voting system.

(b) To confirm, at least fourteen (14) days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system.

(c) That is consistent with the election and voting procedures in these By-Laws and the other Governing Documents.

(2) The Association utilizes an online voting system that is able to:

(a) Authenticate the Member's identity.

(b) Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.

(c) Transmit a receipt from the online voting system to each Member who casts an electronic vote.

(d) Permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these By-Laws provide for secret ballots for the election of Directors).

(e) Store and keep electronic ballots accessible to election officials for recount, inspection, and review.

(C) A Member voting electronically pursuant to or as a result of this Article XVIII shall be counted as being in attendance at the meeting for purposes of determining a quorum.

(D) A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

(E) This Article XVIII shall apply to any matter that requires a vote of the Members.

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**Amendment 8:**

ARTICLE XIX  
TURNOVER OF CONTROL OF ASSOCIATION

a. Time of Turnover. Turnover of control of the Association occurs when the Class "A" Members are first entitled to elect a majority of the Directors of the Association. Class "A" Members shall be entitled to assume control of the Association by electing a majority of the Board of Directors not later than ninety (90) days after the conveyance of title, to Owners other than Declarant, of at least ninety percent (90%) of

all Lots or Living Units that will ultimately be operated by the Association. The election shall occur at a meeting of the Members ("Turnover Meeting").

b. Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Association shall notify, in writing, all Members of the date of the Turnover Meeting. At the Turnover Meeting, the Directors shall be elected by the Members as further provided in Article VI above, and all but one of the Directors previously appointed by the Declarant shall resign.

c. Early Turnover. The Declarant may turn over control of the Association to the Members prior to the time for Turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class "A" Members to elect the other Directors and assume control of the Association. If at least sixty (60) days' notice of Declarant's decision to cause its appointees to resign is given as described in Article XIX, Section b. above, neither the Declarant nor such appointees shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

d. Declarant Representative. The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units in the Community. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Directors.

e. Turnover: "As Is". When Owners other than Declarant assume control of the Association by electing the majority members on the Board of Directors, the Association will accept turnover of the Common Areas and facilities in their "as is" condition, without recourse. The Declarant makes no representations, to the fullest extent permitted by law, and disclaims all warranties, expressed or implied, in law or in fact, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for any particular purpose, in representations or warranties regarding the construction, design, adequacy of size or capacity in relation to the utilization, date of completion, future economic performance, or operations of, or the materials, furniture, or equipment that have been used in the Common Areas and facilities at the time of Turnover. The Association accepts the conditions of all Common Areas and Common Area facilities from the Declarant without recourse against the Declarant herein.