

BYLAWS OF WINDMILL VILLAGE AT PUNTA GORDA, INC.

Updated March 24, 2026

SECTION 1. IDENTITY

These are the restated Bylaws of WINDMILL VILLAGE AT PUNTA GORDA, INC., hereinafter called the "Corporation"; a corporation not for profit, under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Corporation and incorporate by reference the terms and covenants of the Articles of Incorporation of said Corporation and applicable Florida Statutes. If any provision of these Bylaws is in conflict with applicable provisions of the Florida Statutes or the Corporation's Articles of Incorporation (unless said applicable statutory provisions allow for such provision of these Bylaws to take precedence) the statute or applicable provision of the Articles of Incorporation will take precedence.

(1.1) The Office of the Corporation shall be at Windmill Village, 215 Rio Villa Drive, Punta Gorda, Florida 33950.

(1.2) The Fiscal Year of the Corporation shall end on the thirty-first (31st) day of March each year, commencing on March 31st, 2014.

(1.3) The seal of the Corporation shall bear the name of the Corporation and shall identify the Corporation as a not-for-profit Corporation bearing the words "Windmill Village at Punta Gorda, Inc., 1986, Corporation Not for Profit."

(1.4) All duly elected or appointed members to the Board of Administration will assume office only after they have taken the following oath of office:

OATH OF OFFICE:

I, your name, do solemnly swear and affirm that I will uphold and abide by all federal and state statutes as they apply to the governance of Windmill Village at Punta Gorda, Inc. I furthermore swear and affirm that I will be governed by the provisions of the Articles of Incorporation and the written shareholder approved Bylaws of Windmill Village at Punta Gorda, Inc. I further swear and affirm that I will always act in good faith, with the shareholders' best interest always before me, so help me God.

SECTION 2. SHAREHOLDER'S MEETINGS

(2.1) The Annual meeting of the Shareholders chaired by the Board President or designee shall be held at the Recreation Hall, unless otherwise designated by the Board of Administration, on the fourth Tuesday of March each year. Such Annual meeting shall be for the purpose of transacting annual business of the Corporation, authorized to be transacted by Shareholders, including the election and swearing in of members of the Board of Administration.

(2.2) Special Shareholders' meetings will be held whenever called by the President, or by a majority of the Board and must be called upon receipt of a written request from Shareholders collectively entitled to cast ten percent (10%) of the voting shares of the Corporation. A meeting of the Shareholders must be held no sooner than thirty (30) days and no later than sixty (60) days thereafter for the purpose of considering a motion or action. Such meeting will be chaired by the President or a designee. A Special Shareholders' Meeting can coincide with the date of the Annual Shareholders' Meeting.

(2.3) Notice of the Annual and all Special Shareholders' meetings stating the time and place and object for which the meeting is called shall be given by the President or Secretary. Such notice shall be posted on the bulletin board in the Recreation Hall foyer, mailroom and website not less than thirty (30) days prior to any such meeting. Notwithstanding such posting, all Shareholders electing to vote electronically must be notified electronically. Shareholders who do not participate in electronic voting will be notified by hand delivery of a paper ballot at the office or other designated area during designated times. (Shareholders must sign that they have received the hand delivered notice) For any notice or paper ballot not picked up or delivered, the shareholder may request that the item be mailed. Upon such a request, the item shall be mailed by United States Postal Service (U.S.P.S) mail or other reasonable delivery service. Any shareholder who does not vote electronically and whose notice and/or ballot was not picked up or delivered and who does not affirmatively request that the item be mailed will be deemed to have voluntarily waived the right to receive such notice.

(2.4) A quorum at Shareholders' meetings must consist of Shareholders owning no less than 51% of the issued voting shares established by general limited proxy. The limited proxy is solely for establishing a quorum. In order to establish a quorum Shareholders who are voting via paper ballot must submit a proxy to the office no later than 4:00 p.m. the day before the Shareholders' meeting, regardless of whether the shareholder intends to be present at the meeting or not. Shareholders who vote electronically shall be automatically counted as being in attendance at the shareholder meeting for the purpose of determining a quorum and do not need to submit a separate proxy. Acts approved by a majority of the vote cast at a meeting at which a quorum is declared present shall constitute the acts of the Shareholders of the Corporation, except when approval by a greater number of Shareholders is required by the Articles of Incorporation or these Bylaws. Any resolution of the Corporation in support of the sale of a portion of the real property belonging to the Corporation shall require the affirmative vote of not less than 75% of the votes cast by the holders of the issued voting shares.

(2.5) Voting at the Annual and all Special Shareholders' meetings shall be by written or electronic ballot. Proxies will not be used for voting. One principal or owner shareholder shall be designated as the person who will cast all votes on behalf of all shareholders owning Membership Certificates associated with any single assigned lot, and such votes shall be deemed submitted on behalf of all owners and principals in such a manner that voting rights may not be split for any assigned lot or between principals and owners. Further, Shareholders shall be entitled to cast one vote for each ballot item for each block of eighteen corporate voting shares held 30 days prior to the annual meeting or 30 days prior to the date of a special meeting, up to the maximum allowed by the Articles of Incorporation. Votes will be validated by corporate records as of the appropriate date.

(2.6) Adjourned Meetings. If any meeting of the Shareholders cannot be organized due to a lack of a quorum, the members who are present must adjourn and reschedule the meeting.

(2.7) The suggested order of business at Shareholder meetings is:

- a. Call to Order
- b. The USA Pledge of Allegiance
- c. Determining the presence of a Quorum of Shareholders
- d. Establish Proof of Meeting Notice
- e. Reading and disposition of any unapproved minutes for past Shareholder meetings
- f. Report of officers of the Windmill Village Board of Administration, as appropriate
- g. Report of pertinent Committees
- h. New Business
- i. Shareholder comments and questions
- j. Introduction of the Chairperson of Elections Committee
- k. Announcement of Ballot results
- l. Installation of new members of the Board of Administration
- m. The duly elected and sitting members of the Board of Administration will set a time and place of their Organizational meeting
- n. Adjournment

Additions or deletions to the above order of business may be made to fit the circumstances of the meeting and the order of business placed in the published meeting notice.

(2.8) Shareholders may gain recognition of the chair, during any meeting of the shareholders, provided that he or she:

- a. Identifies self by stating name and address.
- b. Has a question, suggestion, reply, or part of a discussion that is timely, in order, or in the general interest of the Corporation.

(2.9) No motion may be made from the floor. All motions or actions to be proposed by the Shareholders must be submitted in accordance with 2.2 above.

SECTION 3. BOARD OF ADMINISTRATION

The Corporation will be governed by a Board of Administration consisting of nine (9) Shareholders, in good standing, three (3) of whom will be elected yearly by the Shareholders and who will serve until a successor is elected, and sworn in, except when replaced pursuant to subsections (3.2) or (3.3) hereinafter. If there is a vacancy pursuant to these subsections the three (3) candidates receiving the highest vote count will be elected to three (3) year terms; the remaining candidate(s) will be elected to the unexpired term(s), according to the declining number of votes received.

(3.1) Election of Board Members shall be conducted in the following manner:

A. At the December Board of Administration meeting, the President shall appoint a chairperson of the Search Committee who shall select, with the approval of the President, two (2) or more other Shareholders to serve on the committee.

B.1. The Board of Administration shall be elected by written or electronic ballot. Proxies shall in no event be used in electing Board members, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise.

- a. Not less than sixty (60) days before a scheduled election, for shareholders not voting electronically, the Corporation shall deliver the first notice of the date of election at the office or other designated area during designated times, and when any such first notice of the date of election is not picked up or delivered, upon request of the Shareholder the first notice shall be mailed, by separate mailing or included in another mailing or delivery, to each Shareholder entitled to vote a first notice of the date of election. Any shareholder who does not vote electronically and whose notice was not picked up or delivered and who does not affirmatively request that the item be mailed will be deemed to have voluntarily waived the right to receive such notice.
- b. Any Shareholder desiring to be a candidate for the Board of Administration shall give written notice to the Secretary of the Board of Administration not less than forty (40) days before the scheduled election.
- c. Not less than thirty (30) days before the scheduled election, for shareholders not voting electronically, the Corporation shall deliver at the office or other designated area during designated times a second notice of election together with a ballot which shall list all candidates and other issues to be voted on. Shareholders must sign that they have received the hand-delivered notice. Any such second notice and ballot that is not picked up or delivered, upon request of the Shareholder the second notice and ballot will be mailed. Any shareholder who does not vote electronically and whose ballot was not picked up or delivered and who does not affirmatively request that the item be mailed will be deemed to have voluntarily waived the right to receive notice and the right to vote. Should the number of candidates equal three (3) and no vacancy is to be filled, then no candidate ballot will be issued. A notice shall be issued giving the names of the

nominees that will fill the vacancies on the Board of Administration. Should there be a contest then the ballot will be issued. Upon request of a candidate, the Corporation shall include an information sheet, no larger than 8 1/2 by 11 inches (one sheet, one side) furnished by the candidate.

- d. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board of Administration, provided that the holders of at least twenty percent (20%) of the issued voting shares participate in the election. No Shareholder shall permit any other person to cast his/her ballot. Any such ballot improperly cast shall be deemed invalid. A Shareholder who needs assistance in casting his/her ballot by reason of blindness, disability or inability to read or write, may request the assistance of an impartial person to assist in casting the ballot.
- e. Notwithstanding the provisions of this section 3.1 subparagraph B.1, an election and balloting are not required unless more candidates file a notice of intent to run than full term vacancies exist on the board. In such case it will be deemed "no contest" for the application of Section 3.1 subsections B.2 and B.3.

B.2. Pursuant to Section 7.3 below, the President shall appoint a Chairperson for an election and ballot committee from the Shareholders. Said Chairperson will select four (4) or more members to assist at the polls. The election and ballot committee will be drawn from different sections of the park as nearly as can be done.

B.3. If there is a contest, election of Board members shall occur on the date of the Annual Shareholder meeting.

B.4. All ballots must be received by the corporate office by 4:00 PM on or before the day prior to the date of the Annual or Special Meeting.

B.5. The Secretary will deliver all ballots to the Chairperson of the Elections and Ballot Committee. Vote counting may commence at 4:00 PM on the day prior to the date of the Annual or Special meeting. The results will be given to the President, or Board designee. The complete results will be read prior to the close of the Annual Meeting.

B.6. Ballots, sign-in sheets, proxies and all other papers relating to elections shall be maintained by the Corporation in accordance with applicable state statutes.

The election shall be by ballot and by plurality of the votes cast, each person voting being entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(3.2) Vacancies created by resignation or removal of Board members and any other vacancies occurring between the annual Shareholders Meetings may be filled through appointment by the remaining Board members at the next regular scheduled Board of Administration meeting, to serve until the next annual election.

(3.3) Any Board member may be removed with or without cause by concurrence of a majority of the votes of the Shareholders at a special meeting of the members called for that purpose. A vacancy so created shall be filled in accordance with Section 3, Subsection (3.2). Any member resigning from the Board of Administration may not be elected or appointed for a period of three (3) years from the date of resignation.

(3.4) The organizational meeting of the duly elected Board of Administration shall be held immediately following the Annual Shareholders meeting.

- A. Regular meetings of the Board shall be held on the third (3rd) Tuesday of each month except June, July and August.
 - a. Notices of all Board meetings shall be posted not less than 48 hours before said meetings showing time, date and place with the exception of an emergency meeting.
 - b. Board meeting notices will be posted on the bulletin board in the Recreation Hall foyer, and/or mail room bulletin board and on the website. Minutes of these meetings shall be made available to shareholders within a reasonable time. These meetings may be attended by Shareholders.
- B. Special meetings of the Board may be called by the President. A special meeting must be called within ten (10) days by the President at the written request of one-third (1/3) of the Board members. Except in an emergency, not less than forty-eight (48) hours' notice of the Special Board meeting shall be given to each administrator, personally or by mail, telephone or electronically, which notice shall state the time, place and purpose of the meeting.
- C. A quorum at Board meetings shall consist of a majority of five (5) members of the entire board. Proxies cannot be used to establish a quorum.
- D. Adjourned Meetings. A majority of the Administrators present, whether or not a quorum exists, may adjourn any meeting of the Board of Administration to another time and place. Notice of any adjourned meeting shall be given to all Board of Administration members.
- E. The presiding officer at Board meetings shall be the President of the Corporation. In his/her absence, the Vice President shall preside. If both are absent the Board members shall designate one of the present Board members to preside.
- F. The suggested order of business at a Board of Administration meeting is:
 - a. Call to Order
 - b. Pledge to the U.S.A. Flag
 - c. Proof of due notice of the meeting
 - d. Calling the roll
 - e. Reading and disposition of any unapproved minutes
 - f. Reports of directors, Community Manager, and committees
 - g. Unfinished business

- h. New business
- i. Adjournment

Additions or deletions to the above order of business may be made to fit the circumstances of the meeting and the order of business placed in the posted meeting notice.

- G. In the event that further discussions are required by the Board of Administration, a meeting with the corporate attorney may be called with Board consensus. Posting with forty-eight (48) hours' notice is required. The meeting will be open unless the discussion involves personnel issue or proposed or pending litigation.

(3.5) Board members' fees, if any, shall be determined by the shareholders and approval of any such fees shall require the affirmative vote of not less than three-fourths (3/4) of the issued and outstanding voting shares of the Corporation.

SECTION 4. POWERS AND DUTIES OF THE BOARD OF ADMINISTRATION

All of the powers and duties of the Corporation existing under the Florida Statutes, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Administration, its agents, contractors, or employees, subject only to approval by the shareholders where such approval is specifically required. Without limiting the powers and duties of the Board, it shall have the following expressed powers, in addition to all others herein granted and provided for by Florida Statutes to wit:

1. To impose and collect fees, fines, charges, and assessments for the violation of the Articles of Incorporation, Bylaws, and/or Rules and Regulations of Windmill Village at Punta Gorda, Inc. In furtherance of Bylaws Sections 8.5 and 12, the Corporation may levy reasonable fines, beginning at \$25.00 per violation doubling every 10 days, against any member or tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. A fine shall not become a lien against the assigned lot location or Membership Certificate. In any action to recover a fine, the prevailing party shall be ultimately determined by the court. A fine may not be imposed without notice of at least 14 days to the person sought to be fined, and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Administration who are not officers, directors, or employees of the Corporation, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve a proposed fine, it may not be imposed by the Board of Administration. To charge, assess and collect dues, fees, charges and assessments, and to enforce collection in accordance with these Bylaws and as allowed by law, including but not limited to a suspension of Shareholders' rights and privileges and in the event of a Shareholder becoming more than ninety (90) days delinquent, to

invoke such suspension with prior written notice to the Shareholder. The Board may suspend and/or extend the ninety (90) day period described in this subparagraph at its discretion due to the existence of unusual or extenuating circumstances.

2. To enter into contracts for the purpose of making available to the Shareholders such service as they may request or as the Board may deem appropriate, with the following limitation on improvements: Any non-budgeted item or non-budgeted project costing in excess of \$25,000; or any material alteration or substantial addition, regardless of cost, to the common elements or to real property of the Corporation, must be approved by not less than fifty-one percent (51%) of the shares voted by a board-authorized written ballot; with the exception of paragraph 3 below.
3. The Board shall have the authority to modify without reduction, add, substitute or otherwise develop recreational and/or other facilities, amenities and other common areas owned by the Corporation; provided that the total cost of any such action does not require the Corporation to spend an amount greater than \$5,000 per project and not to exceed \$15,000 per fiscal year with a maximum of three (3) projects per fiscal year. Additionally, up to two (2) projects may be approved where no funds are required, or funds come from donations from a Shareholder or an authorized WMV club with a donated funds limit of \$5,000 per project up to a max of \$10,000 per fiscal year.
4. To suggest a completely new or different set of Rules and Regulations or to alter or amend the same as deemed advisable. No changes to the Rules and Regulations will be made until they have been discussed at a monthly Board of Administrators meeting after which notice must be posted a minimum of fourteen (14) days prior to a shareholder vote at the next special or Annual Shareholder meeting. In the event that the Board of Administration determines the immediate need for a new or revised Rule or Regulation, the same may be enacted following the procedure outlined above, minus the requirement for a Shareholder vote. A unanimous vote by the Board of Administration will be required for any immediate change to the Rule or Regulation. Shareholders will have the opportunity to approve (continue with) or retract the Rule or Regulation at the next Special or Annual Shareholders meeting. In the event of a conflict between the Rules and Regulations and these Bylaws, the Bylaws shall take precedence.
5. To elect from among its members the chairperson of each of the standing committees.
6. To employ a Florida Licensed Community Association Manager to carry on the day-to-day operation of the Community. The Community Manager shall be responsible to Board of Administration, reporting to the President of the Board.
7. To confer the authority and the primary duty of the Community Manager to enforce all Rules and Regulations. Actions taken and results obtained shall be made available to the Board of Administration, if requested.
8. No resident and/or Shareholder shall be considered for employment as Community Manager or in any full-time position.

9. To establish an Architectural Review Board (ARB) to review all Requests for Modification (RFM) and provide input and recommendations to the Board of Administration on all matters pertaining to: the dimensions, geometry and locations assigned to Shareholders; requests for setting and erecting structures or making modifications to existing structures or locations; and modifications to and drafting of Community rules governing such issues. Shareholders will be appointed by the President of the Board for terms of three (3) years. A sub board of the Architectural Review Board will be the Compliance Team. The Compliance Team will inspect all Requests for Modification for compliance and report findings to the Community Manager for further action. They shall be appointed in the same manner as stipulated for the Architectural Review Board.

SECTION 5. OFFICERS

(5.1) The Officers of the Corporation, who shall be members of the Board shall be President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by a majority vote of the Board along with such other officers as the Board may, from time to time, designate. Any officer may be removed without cause by a vote of two-thirds (2/3) of the Board members present at any duly constituted meeting.

(5.2) The President shall be the chief executive officer of the Corporation and shall have all the powers and duties usually vested in the office of the President of corporations not for profit, including but not limited to, the power to appoint special committees to assist in the conduct of the affairs of the Corporation. The President shall be an ex officio member of all standing committees.

(5.3) The Vice President in the absence or disability of the President shall exercise and perform the duties of the President and shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board.

(5.4) The Secretary or designee shall be responsible for the minutes of all proceedings of the Board and/or Shareholder meetings and shall be responsible for posting all notices to the Shareholders and Board members and other notices as required by law. He/she shall have custody of the Corporations Official Seal when duly signing an instrument on the Corporation's behalf. The Secretary shall be responsible for ensuring that proper records are maintained for the Corporation, keep the records of the Corporation in the Corporate Office and perform all duties incidental to the office and as may be required by the Board or the President.

(5.5) The Treasurer or designee, shall be responsible for documentation and accounting of all property of the Corporation including funds, securities and evidences of indebtedness and shall be responsible for having the books of the Corporation kept in accordance with good accounting practice and shall perform all other duties incidental to the office. The Treasurer shall be a standing member of the Ways and Means Committee.

(5.6) Director at large, is a position as an assistant to be appointed by the President. The Director at large shall perform and exercise duties incidental to the office assigned as prescribed by the President.

(5.7) No compensation shall be paid to any officer of the Corporation without approval of seventy-five percent (75%) of the issued voting shares of the Corporation by vote taken at a duly constituted meeting of the shareholders.

SECTION 6. COUNSEL

(6.1) An attorney at law, licensed to practice in the State of Florida, who shall not be a Shareholder, may be retained by the Board to advise on all legal matters and render such services as may be requested by the Board.

- A. When an attorney is consulted on Corporation matters, all Board members shall be invited to attend. A Federation of Manufactured Home Owners of Florida, Inc. recommended attorney should be used for matters where their expertise and the governance of resident owned communities would be beneficial.
- B. Any Board member, who consults an attorney without Board of Administration approval, shall be personally responsible for all fees and expenses of the attorney.

(6.2) A Certified Public Accountant, who shall not be a shareholder, will be retained by the Board to advise on all accounting matters and render such services as may be required by the Board.

SECTION 7. COMMITTEES

(7.1) The Standing Committees shall be

- A. Operations and Management (O&M)
- B. Maintenance and Utilities (M&U)
- C. Ways and Means (W&M)
- D. Safety and Security (S&S)

The chairpersons of these committees shall be current members of the Board of Administration. The purposes of the Committees are to collect and present facts, to present pros and cons of alternative choices of action, and to make recommendations to enable the Board of Administration at regular Board meetings to make informed decisions. It shall be the duty of these Committees to conform their activities to the provisions for fiscal management of the affairs of the Corporation as set forth in the Articles of Incorporation and those sections of these Bylaws which relate to their duties, and call to the attention of the Community Manager, whose duty shall be to enforce all Rules and Regulations, any violation thereof coming to a Committee's attention and to recommend changes or new Rules and Regulations as may be appropriate. With

the approval of the Board, each chairperson shall appoint two or more board members to their Committee and at least an equal number of Shareholders to the chairperson's Committee.

(7.2) Notice of all standing committee meetings shall be posted not less than 48 hours before said meetings showing time, date, and place with the exception of an emergency meeting.

(7.3) Three (3) special committees shall be the Audit, Search, and Elections & Ballot Committees. The chairpersons of these committees shall be appointed by the President from among the Shareholders and the chairpersons of these committees cannot be members of the Board. Each committee chairperson shall appoint, with approval of the President, two or more other Shareholders as members of their respective committees.

(7.4) Other special committees may be established or dissolved by the President as needed. Chairpersons of such Committees shall be shareholders but need not be members of the board. With approval of the President, they shall appoint two or more other Shareholders as members to their respective Committees.

(7.5) The Operations and Management Committee (O&M) is responsible to:

- A. To work with the Community Manager to ensure Policies and Procedures are in place to gain the best results obtainable for the betterment of the Community and the residents thereof. To review with the Community Manager, whose duty shall be to enforce all Rules and Regulations, and Bylaws, and to bring any needed changes to the Rules and Bylaws to the attention of the Board of Administration at the next meeting for appropriate action, or at a special Board meeting called for such purpose.
- B. Receive and review reports on recommendations and actions taken by the Community Manager as a result of written and signed suggestions, comments and criticisms received from residents relative to the homes and facilities of the Community.
- C. Formulate and recommend to the Board of Administration a set of Rules and Regulations governing all Shareholders and Residents of the Community. After approval of such by the Shareholders, to ensure proper dissemination of such Rules and Regulations are presented to all Shareholders and prospective Shareholders.
- D. With the approval of the Board, set the terms of employment, remuneration, and job specifications of all hourly and salaried employees in conjunction with the Board President based on the Community Manager's recommendation
- E. Provide oversight to the Community Manager on any homeowner's request to rent his/her home to a person or persons applying for admission in accordance with Older Persons' Community laws and HUD Directives and these Bylaws.
- F. Carry out such duties and assignments as the Board may designate from time to time.

(7.6) Maintenance and Utilities Committee (M&U) is responsible to:

- A. Established standards of maintenance of the buildings and grounds of the Community.
- B. Recommend projects, modifications and/or improvements pertaining to the grounds, roads, buildings and other common property of the Community and to monitor those

projects which have been approved by Board of Administration and/or the Shareholders in accordance with these Bylaws.

- C. Receive and review reports on recommendations and actions taken by the Community Manager pertaining to work done by the Community maintenance team.
- D. Secure volunteers to serve as needed.
- E. Carry out such other duties and assignments as the Board of Administration may designate from time to time.

(7.7) Ways and Means Committee (W&M) is responsible to:

- A. Prepare the annual operating and reserve budget with the Community Manager.
- B. Consult with and advise the Board of Administration regarding budgets and financial affairs of the Corporation.
- C. Recommend to the Board of Administration any changes to be made in the monthly assessment for the shareholders.
- D. Recommend to the Board of Administration any changes to be made in fees for service rendered to the Shareholders by the Community.
- E. Review Community Manager's recommendations for Fire and Casualty Insurance, Worker's Compensation Insurance and such other forms of insurance as required.

(7.8) Safety and Security (S&S) is responsible to:

- A. Consult with and advise the Board of Administration in regard to the safety and security of life and property within the park.
- B. Review Community Manager's recommendations for the practices or training of paid and volunteer security staff.
- C. Carry out such other duties and assignments as the Board of Administration may designate from time to time.

(7.9) Audit Committee: The Board of Administration will determine when an internal audit is necessary. The Chairperson of this Committee cannot be a member of the Board of Administration. It shall be the duty of this Committee to examine the books of accounts, bills, vouchers and all records pertaining to the financial affairs of the Corporation; report to the Board of Administration the state of accounts of the Treasury; and consult, as may be necessary, with a Certified Public Accountant selected by the Board of Administration for that purpose.

(7.10) Search Committee. The Chairperson of the search committee cannot be a member of the Board of Administration. He/she shall appoint, with the approval of the President, two or more Shareholders to their Committee and shall conduct the search for candidates for the Board of administration in accordance with section 3, subsection A.

(7.11) Elections & Ballot Committee: The Chairperson of this committee cannot be a member of the Board of Administration. He/she shall appoint, with the approval of the President, two or more Shareholders to the Committee, whose responsibility shall be to supervise the proper

accumulation and counting of all ballots and proxies including elections, called for in these Bylaws.

(7.12) All Committees shall be automatically dissolved at the conclusion of each annual election.

SECTION 8. FISCAL MANAGEMENT

The provisions for fiscal management of the Corporation as set forth in the Articles of Incorporation shall be supplemented by the following provisions:

(8.1) Accounts: The receipts and expenditures of the Corporation shall be credited and charged to accounts under the following classifications, as appropriate, and all of which expenditures shall be recognized as common expenses:

- A. Share Certificate Account to be used exclusively for accumulation of funds against underfunded share accounts, check clearing to facilitate share transactions between a home (assigned lot location) seller and a buyer, and other uses as clearly directed by the Bylaws of the Corporation.
- B. Operations Account, which shall include all expenditures within the year for which the budget is made, including a reasonable allowance for Reserve and Operating funds. The following should also be included: gross revenues from the use of corporate facilities, assessments of Shareholders' Community assigned lot locations and from other sources. Expenses required by any revenue producing operation will be charged against operations, and any surplus from any operation shall be used to reduce the assessments for the current expenses for the year during which the surplus is realized or at the discretion of the Board of Administration, in the year following the year in which the surplus is realized or transferred to reserves. Losses from operations shall be offset by assessments against Shareholders, as necessary, and assessments may be made in advance in order to provide a working fund.
 1. Multiple bids will be solicited for all work over \$25,000.00, including mowing, roadwork, roof repairs, etc. These bids will be discussed at a posted meeting of the Maintenance and Utilities Committee.
 2. Any proposed non-budget expenditure in excess of \$2000.00 shall first be referred to the appropriate Committee, who will then forward it to the Ways and Means Committee for consideration, if approved. The appropriate Committee, along with the Ways and Means Committee, will then present it to the Board of Administration at the next regular scheduled meeting for the Board's consideration before such expenditure is approved.
 3. In the absence of a quorum of the Board of Administration, expenditures for repair or replacement, or for services or equipment necessary for the safe operation of the Community, may be approved by the Community Manager with

a majority of the Board of Administration members remaining in the community or attending by phone, Skype, or other similar technology.

- C. The Reserve Account, for renewal, replacement and/or improvements, of the Corporation's Property must include funds for repair or replacement required because of damage depreciation or obsolescence, and for capital expenditures for additional improvements or additional personal property that will be part of the corporate facilities.

(8.2) Budget: The Board will submit a proposed budget for each fiscal year that will include the estimated funds required to defray the common expenses and to provide and maintain funds for Reserves. A copy of the proposed budget shall be delivered to each Shareholder not less than sixty (60) days prior to the Shareholder's annual meeting at which it is to be considered, together with a notice of said meeting in accordance with subsection (3.1) B.1.a of these Bylaws. Should the proposed budget be approved by a majority of Shareholders at the Annual meeting, then such budget will not be reconsidered by the Shareholders hereafter. Should the proposed budget not be approved by the Shareholders, then the last approved budget's assessments and expenses may be increased by the Board of Administration unilaterally by up to a maximum of five per cent for the ensuing year.

(8.3) Assessments: Monthly operating assessments against the Shareholders for their share of the items in the budget will be included as a line item in the budget. Such monthly operating assessments are due and payable on the first (1st) of each month. Nothing herein shall serve to prohibit or prevent the Board of Administration from imposing a special assessment in the case of any immediate need or emergency. Any vote of the Board of Administration to approve such a special assessment must include the total amount of the special assessment; the purpose of the special assessment; and the date such special assessment is due and payable, or if the special assessment shall be paid in monthly installments, the duration of the special assessment and projected end date must be included.

(8.4) Shareholder's assessments: Each Shareholder shall be liable for a portion of the total assessments. The actual amount of each Shareholder's portion will be calculated in equal shares for each Shareholder's assigned lot based on the annual budget.

(8.4.1) In the event that a Membership Certificate holder is delinquent in the payment of his/her property taxes to Charlotte County and a delinquent tax Certificate is issued on the property, the Corporation, at its discretion, may pay the taxes on behalf of the Membership Certificate Holder. The amount paid by the Corporation, plus the maximum interest allowed by law (presently 18% per annum), shall be assessed against the Membership Certificate Holder and collected under the terms of section 8.5 of these Bylaws. Funds for the payment of the delinquent taxes shall be taken from the Operations Account and assessments paid under this section shall be deposited into the Operations Account.

(8.5) Defaults for Non-Payment of Assessments and Other Charges:

If an assessment is not paid, or any other similar charge required to be paid by a Shareholder is not paid within a reasonable of time, the violation process will begin. The Shareholder should be advised that his/her voting rights will be suspended if the assessment or charge is not paid within ninety (90) days from the assessment's due date. The Corporation shall pay to said Shareholder the amount of his purchase price of the shares, in accordance of the provisions of section 10.5 herein and security bond, less any unpaid assessments or charges and interest thereon which accrue until the date of the disposition of the shares, and less the Corporation's attorney's fees and costs in the enforcement activities.

If an assessment is not paid and the Shareholder has been terminated for non-payment thereof, said Shareholder or any other person or persons in possession of the Shareholder's assigned lot location, by or through the right of said Shareholder, shall promptly quit and surrender the assigned lot location to the Corporation. The Corporation may re-enter and repossess the assigned lot location without additional notice being given to vacate said location. Said Shareholder, or any other person or persons in possession by or through the right of said Shareholder, does not vacate the Community assigned lot location upon termination of the shares, the Corporation may take action to evict said Shareholder or other persons and regain possession of the assigned lot location.

Any Membership Certificate holder whose assessment was not paid within ten (10) days of the due date will be charged interest at the maximum percentage rate per annum as allowed by law for each day the payment is delinquent beyond the ten (10) day grace period. All payments on delinquent accounts are first applied to recovery of the Corporation's attorney's fees and collection costs then to interest incurred, and lastly to the assessment balance.

The corporation will have a lien against the Shareholder's Membership Certificate to the extent of any sums due the Corporation that are not paid when due. The lien will be superior to the rights of the Shareholder or any person in possession under said Shareholder. If the sums are not paid within a reasonable time after they are due and payable to the Corporation, then, at its option, the Corporation may initiate action to foreclose the lien the Corporation shall be entitled to recover all its costs and attorney's fees incurred in connection with such foreclosure.

SECTION 9. SHAREHOLDER'S EQUITY

Interest of Shareholders in Corporation Assets: Each Membership Certificate holder shall own an individual fractional part and certain interests in the total equity of the Corporation based on the number of shares owned. In the event of dissolution, the size of said part will be dependent upon the number of shares issued at such time. The total number of corporate shares is 8529 per the Articles of Incorporation.

SECTION 10. SHAREHOLDER'S MEMBERSHIP CERTIFICATES

(10.1) Certificates: The Corporation shall issue Membership Certificates to its Shareholders. No stock certificates shall be issued by this Corporation. A total of up to 8529 non-negotiable shares may be issued by the Corporation at the price per share as stated in the Articles of Incorporation and the maximum number of voting shares allotted to each assigned lot location shall be as stated in the Articles of Incorporation. Included in the 8529 issued shares, are those extra shares which have been allotted to each Shareholder occupying a marina or other waterfront location (for whom three (3) and two (2) additional non-voting shares respectively, shall be issued.)

- A. A fee will be required to accompany any "Application for Purchase, Gift, Devise, or Inheritance Approval" form for purchases and transfers of Membership Certificates. The amount of the fee is outlined on the application form, and is payable to Windmill Village at Punta Gorda, Inc. Fees must be paid prior to the purchaser or transferee receiving their new Certificate. To change the name on the Certificate (i.e., Joe Smith to Joe Smith Trust), the cost would be fifty dollars (\$50.0). Any fees incurred in the purchase of lot locations would be the responsibility of the buyer.
- B. No membership certificates are to be redeemed until the sale of the home or transfer of the location is completed.
- C. Qualified prospective Shareholders of the Corporation must purchase all the Membership Certificates allotted to their perspective location along with a two hundred eighty-five dollar (\$285.00) security bond. The obligation to purchase all Membership Certificates and the required security bond will be imposed on heirs and devisees who wish to take possession of an assigned lot location for which all allocated Certificates and the security bond have not been fully funded.

(10.2) Form of Membership Certificate: The form of the Certificate from time to time shall be determined by the Board of Administration. Membership certificates shall be signed by the President and Secretary of the Corporation and will have the Corporation seal affixed thereto.

(10.3) Registration and recording of Membership Certificates: the Corporation shall maintain a register for the issuance and cancelation of Membership Certificates. In addition, the Shareholder shall be responsible to record the Membership Certificates in the public records of Charlotte County, Florida, and to pay any State of Florida documentary stamp, taxes, and all other taxes and fees dues thereon.

(10.4) Transfer of Membership Certificates: If a Membership certificate was issued to a husband and wife, then upon the demise of the first spouse the survivor shall automatically retain ownership as long as assessments and charges against the Shareholder are current. Certificates may pass to a Shareholder's heirs or devisees upon the death of the Shareholder, subject to the right reserved by the Corporation, represented by the Board of Administration, to disapprove the Shareholder's heir or devisee within thirty (30) days of written notification to the Corporation by said heir or devisee of the claim to ownership of the shares. In the event the Shareholder's heir or

devisee is not approved by the Board of Administration, the said Certificates shall be returned to the Corporation, and the Corporation shall refund the face amount thereof promptly to the appropriate devisee(s) or heir(s).

The Certificate has value only to the registered holder(s) and therefore may not be sold, pledged, assigned, transferred or hypothecated. The Certificate shall bear a legend stating the following:

“The value of this Certificate is personal to the registered holder, and his/her heirs or devisees and any attempt to sell, pledge, assigned, transfer or hypothecate same as prohibited.”

Transfer or conveyance of the certificate is restricted to return of same to the Corporation.

(10.5) The Corporation shall repurchase a Shareholder Membership Certificate(s) in the following manner:

- A. The Shareholder shall deliver said Membership Certificate(s) to the Corporation;
- B. The Corporation shall make available said Membership Certificate(s) allotted shares for resale to qualified prospective members of the Corporation; and
- C. Upon the resale of said Membership Certificate(s) allotted shares to a qualifying member of the Corporation shall pay the former member the face value of each Membership Certificate previously delivered to and resold by the Corporation.

The Corporation shall provide a written receipt to each Shareholder upon the delivery of a Shareholder Membership Certificate for which the allotted shares have become available for resale by the Corporation.

SECTION 11. RENTALS BY SHAREHOLDERS TO OTHERS

The Board shall have the right within its discretion to allow or disallow any Shareholder to rent to others his/her residence. The Community Manager will ensure that a background check is undertaken before a rental agreement is approved. The Board of Administration, per request of the Community Manager shall, in all cases, reserve the right to approve or disapprove any prospective tenant with the concurrent right to evict any disapproved tenant and no liability shall be incurred by the Corporation or Board of Administration by reason of such eviction. A copy of the lease agreement must be submitted to the Corporate Office.

The minimum lease agreement length is (1) one month, with a maximum of (3) three lease agreements in a (12) twelve month period.

When a home is rented for the minimum lease period of time, the home may not be rented again until the current lease agreement is complete. The Community Manager may approve the following exceptions to this Rule.

1. When a Shareholders home is damaged, such as fire, storm damage, water damage, etc. and the home becomes uninhabitable, the Board of Administration is to ratify this at its next meeting.
2. When a current shareholder has to vacate a home that is sold and is purchasing another home in WMV that is not yet available for occupancy, or an already approved new shareholder who has purchased a home in Windmill Village that is not yet available for occupancy, the Board of Administration is to ratify this at its next meeting.

SECTION 12. DEFAULT FOR REASONS OTHER THAN FOR NON-PAYMENT OF ASSESSMENTS

(12.1) Default by Shareholder:

If a Shareholder violates the Articles of Incorporation, Bylaws or Rules & Regulations of the Corporation other than for non-payment of assessments, the Corporation shall begin the violation process. The Corporation may require said Shareholder to quit and surrender the assigned lot location and to surrender the Membership Certificate(s) when any violation exceeds 90 days in duration.

If the Board of Administration elects to terminate the Shareholder's rights of residency as provided above, the Shareholder shall promptly quit and surrender the assigned lot location to the Corporation and the Corporation may re-enter and possess said assigned lot location without any additional notice. If the Shareholder does not vacate the assigned lot location upon said notice, the Corporation may evict the Shareholder at will.

(12.2) Injunction:

The Board may seek injunctive relief against the Shareholder or other resident because of any default under this Section 12.

(12.3) Costs and Attorney's Fees:

In the event that the Corporation is required to retain the services of an attorney or incurs any costs or expenses in order to enforce the obligations of a Shareholder or renter such fees, costs and expenses shall be chargeable to the defaulting party. In the event that there should be a forfeiture of a Membership Certificate, such fees, costs and expenses will be deducted from any amount which may be otherwise due to the defaulting Shareholder as a result of the surrender of his/her Membership Certificate.

SECTION 13. USE RESTRICTION

The use of the Shareholder's assigned lot location in any of the Corporation facilities shall be subject to the following provisions:

(13.1) Use of Community Assigned Lot Locations:

Windmill Village at Punta Gorda, Inc. is a community intended and operated as housing for "older persons", persons fifty-five (55) and older within the meaning of the Fair Housing Amendments Act of 1988, 42 U.S.C. Sections 3601, et seq. Occupancy of a dwelling unit on an assigned lot location will not be permitted unless at least one (1) person in such dwelling unit shall be fifty-five (55) years of age or older; provided, however, all other occupants (excluding "under age guests" as defined below) of the dwelling unit must be at least forty-five (45) years of age. In the event that all of the occupants of a dwelling unit who are fifty-five (55) years of age or older die or otherwise discontinue occupancy of the dwelling unit, then the Board of Administration of Windmill Village at Punta Gorda, Inc. is hereby granted and otherwise reserves unto itself the right to terminate the occupancy of the dwelling unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the dwelling units in the community being occupied by at least one person fifty-five (55) years of age or older. Reasonable exceptions to the foregoing restrictions may be authorized by the Board of Administration pursuant to Rules & Regulations promulgated by the Board of Administration and hereby authorized by the Shareholders. Said Rules & Regulations shall, for example, authorize exclusive occupancy of a dwelling unit by an underage bona fide caregiver engaged to provide care for a dwelling unit owner who is no longer able to maintain occupancy of the dwelling unit without support of a bona fide caregiver for health reasons. An "underage guest" of a dwelling unit owner will, without restrictions due to age or familial status, be permitted to stay in a dwelling unit owner's unit, provided such stay does not exceed a total of thirty (30) days in any twelve (12) month period.

In order to maintain a community of congenial property owners who are agreeable to abide by the "housing for older persons" restrictions and all other applicable restrictions contained in the Bylaws and Rules and Regulations of Windmill Village at Punta Gorda Inc., the transfer of ownership and/or occupancy of a dwelling unit shall be subject to the following condition: It shall be necessary for the dwelling unit owner to notify the Board of Administration or its duly authorized officers, agents or committee, in writing of all sales, transfers of title, leases or subleases of a unit, or other occupancy of a dwelling unit and no such sale, transfer, lease, sublease or other occupancy shall be valid and effective until the Board of Administration or its duly authorized officers, agents or committee shall have expressed its approval in writing. Written application for such approval will contain such information and supporting documentation as may be reasonably required in application forms promulgated by the Board of Administration and will be accompanied by a transfer fee as determined by the Board of Administration in accordance with Florida law. The "supporting documentation" shall include at a minimum a bona fide form of personal identification providing name, birth date, and a personal photograph, such as a driver's license or passport, suitable for photocopying.

(13.1.A) On or after April 1, 2025, following the purchase, transfer, or assignment of Membership Certificates to an entity not an individual, the premises may not be rented or leased during the initial two years following the purchase, transfer or assignment of Membership

Certificates, and occupation of the premises associated with such Membership Certificates is restricted to the Shareholder principal of such entity purchasing or otherwise receiving such Membership Certificates for a period of two years. When a corporation, trust, partnership or any other entity is the purchaser, assignee or transferee of Membership Certificates, such entity must provide documentation to the Community Manager, determined to be acceptable in his or her sole discretion, which evidences the identity of all owners, members, partners including limited partners, direct beneficiaries and any other principal, shareholder, passive investor or other person or entity holding any interest whatsoever in the entity regardless of the value, size, type, or percentage of ownership, and that at least one of the named principals is the qualified individual who will occupy the premises during the first two years. Following the initial two-year period, the premises may be rented or leased to a third party. For purposes of this paragraph only, Membership Certificates inherited through any document or instrument intended to transfer property by inheritance upon death, including but not limited to a valid trust, will, determination of descent, intestate succession, or other probate instrument shall not be deemed a purchase, transfer or assignment and any rental occupancy restriction created hereunder shall not apply.

Regardless of the date of purchase, transfer or assignment and not restricted to those occurring after April 1, 2025, when a corporation, trust, partnership or any other entity is the owner, purchaser, assignee or transferee of Membership Certificates, such entity must provide documentation to the Community Manager, determined to be acceptable in his or her sole discretion, which evidences the identity of all owners, members, partners including limited partners, direct beneficiaries and any other principal, shareholder, passive investor or other person or entity holding any interest whatsoever in the entity regardless of the value, size, type, or percentage of ownership, in a manner that will allow the corporation to identify the maximum allowable voting rights of any shareholder owner. One principal or owner individual shall be designated as the person who will cast all votes on behalf of the ownership entity, but the votes shall be deemed submitted on behalf of all owners and principals in such a manner that voting rights may not be split between principals or owners of the entity so that the counting of an individual's maximum allowable voting rights will include all properties owned in whole or in part in any manner or through any entity and at any level of ownership whether passive or active. The obligation to provide documentation to the Community Manager evidencing ownership as described herein is an ongoing obligation and must be updated for the duration of ownership by the entity including the addition, subtraction or modification of any owners, members, partners including limited partners, direct beneficiaries and any other principal, shareholder, passive investor or other person or entity holding any interest whatsoever in the entity regardless of the value, size, type, or percentage of ownership within ten (10) days of such change.

When a manufactured home is leased or rented or otherwise occupied by a person or persons other than the Shareholder, the occupants, not the Shareholders shall have the exclusive right to use the Community facilities and property, specific to that assigned lot location. Dual usage of the community property and facilities by a shareholder and renter is prohibited.

(13.1.B) Privately owned docks/boatlifts may only be leased or rented to bona fide residents of Windmill Village.

(13.2) Structures: The minimum and maximum length of a mobile home shall be determined by the Board of Administration. Other dimensions and plans are also subject to approval of the Board of Administration except that no structure shall be approved if the proposed minimum floor level is more than twelve feet above the minimum elevation required by applicable Federal (FEMA), State of Florida or Charlotte County requirements for our community's designated flood zone.

(13.3) Guests and Visitors: A Guest, who is a person who stays overnight with a resident and who does not pay rent, shall be entitled to occupy the premises of the resident for a period of up to thirty (30) days within any twelve (12) month period upon the approval of the Community Manager. The number and frequency of visitors, visiting for the day, shall not be limited.

Guests and visitors are entirely the responsibility of their hosts, and all guests and visitors must comply with all the Rules & Regulations of the Corporation.

(13.4) Lawful Use: No immoral, improper, offensive or unlawful use shall be made of or on a community location, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(13.5) Damage: Any damage to the Corporation property or its facilities caused by any resident, renter, guest, or visitor of a Shareholder must be repaired or replaced at the expense of said Shareholder.

(13.6) Easements: The Corporation reserves for itself and for any persons or entities providing services to the Corporation, an easement through, or under the Corporation property and upon and under the Community locations for all utilities, including electricity, sewage, water, gas, telephone, cable TV and such other services as may be reasonably required, and for reasonable ingress and egress, and for drainage.

(13.7) Regulations: Rules & Regulations concerning the use of Corporation property and upon community locations may be made and amended from time to time by the Shareholders of Windmill Village at Punta Gorda, Inc. Copies of such Rules & Regulations and amendments will be furnished by the Corporation to all Shareholders.

(13.8) Trimming of Mangroves: No resident of Windmill Village and no tenant or guest, contractor or agent of any resident of Windmill Village shall trim any mangroves growing at or near any property owned by the Corporation. Illegal trimming of mangroves can result in administrative fines and criminal penalties. The owner of the home of the person responsible for the imposition of fines on Windmill Village at Punta Gorda, Inc. as a result of illegal clipping, trimming, removing or damaging the mangroves, by chemical or any other means shall be personally responsible for payment of such fines, fees or costs levied or assessed against or incurred by the Corporation. If more than one person is responsible, then such persons will be

jointly and severally liable with all other responsible persons liable for the payment of such fines, assessments, fees and costs. Windmill Village at Punta Gorda, Inc. reserves the right in its absolute discretion to employ a qualified trimming contractor to legally trim only corporate trees. The Corporation may designate only selected trees for trimming.

(13.9) Overall Condition:

1. Certificate holders shall be responsible for the overall appearance and safety of their home and/or assigned lot location. They shall, at their own expense, be responsible for all the maintenance, repair, and replacements to their home and the trees, shrubs and plantings in the area surrounding the assigned lot location and keep all in good repair and in a neat, orderly and safe condition at all times.
2. If in the opinion of the Community Manager or the Board of Administration, The appearance of a home and/or assigned lot location is such that it detracts from the overall aesthetic quality of the Community or conditions exists which constitute a nuisance or safety hazard, then, upon written notice from the Community Manager to the Membership Certificate holder, he or she will either a) promptly make any repairs, improvements or replacements to the home and premises as deemed necessary and appropriate by the Community Manager, or b) remove the home from the Community and replace it with a home meeting the full requirements of these Bylaws and Rules & Regulations of Windmill Village.
3. In the event that the Membership Certificate holder fails to correct the cited conditions after a reasonable amount of time from the prior written notice, the Corporation is authorized to have the cited conditions corrected at the Membership Certificate holder's expense. The costs involved in correcting the cited conditions plus a service charge of ten percent (10%) will be assessed against the Membership Certificate holder and collected according to FL statutes.

(13.10) Land Use: The use of the strip of land representing the difference between the location of the edge of a road as shown on the Windmill Village Master Plans and the actual location of the edge of that road as built will be assigned to the abutting lot location.

SECTION 14. SALE PURCHASE, LEASE, EXCHANGE OR MORTGAGE OF CORPORATE PROPERTY

The property belonging to the Corporation shall not be sold, leased, exchanged or mortgaged as an entirety without the affirmative vote of seventy-five percent (75%) of the votes eligible to be cast by the Shareholders of the issued voting shares.

SECTION 15. THE DEPOSITORY

The depository of the Corporation shall be such bank; credit union or savings and loan association (FDIC or NCUA insured) as shall be designated from time to time by the Board of

Administration and in which the monies of the Corporation shall be deposited. Withdrawal of monies from such accounts will be only by checks signed by not less than two Corporation Board members.

SECTION 16. FIDELITY BONDS/INSURANCE

A Fidelity bond or insurance shall be required by the Board of Administration for all persons handling or responsible for Corporation funds in such an amount as determined by the Board of Administration. The premiums on such Bonds/insurance will be paid by the Corporation.

SECTION 17. AUDIT

An Audit of the accounts of the Corporation may be made from time to time as directed by the Board of Administration and will be conducted annually by a certified CPA. The Community Manager will post when the audit reports are received. A copy of any audit report received as a result of an audit will be made available to any Shareholder of the Corporation, upon request, not later than thirty (30) days after its receipt by the Board of Administration.

SECTION 18. VIOLATIONS AND GRIEVANCES

The Community Manager has the authority as well as a duty to handle all violations of Rules & Regulations. Grievances and/or Violations which the Community Manager is unable to resolve satisfactorily will be referred to the Board of Administration. The Board of Administration will deal with such grievances and/or violations in special meetings held for such purpose.

SECTION 19. ABSENCES

A member of the Board of Administration who misses three (3) consecutive regular meetings without being excused shall be considered inactive and the Board of Administration may appoint a successor in accordance with the provisions of Section 3, subsection (3.2) of these Bylaws.

SECTION 20. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Corporation meetings when not in conflict with the Articles of Incorporation or these Bylaws.

SECTION 21. AMENDMENTS

(21.1) An amendment or change to these Bylaws may be proposed by either the Board of Administration or by the Shareholders, who may propose such an amendment in writing directed to the Board of Administration signed by the Shareholders representing not less than ten percent (10 %) of the shares outstanding. Upon an amendment being proposed, as herein provided for,

the President must call a meeting of the Shareholders to be held no sooner than thirty (30) days and no later than sixty (60) days thereafter for the purpose of considering said amendment.

Such approval of said amendment must be by not less than fifty-one percent (51%) of the shares of those voting, provided a quorum of the Shareholders is in attendance at the meeting either in person or represented by proxy.

That the Secretary and/or the Operations and Management Committee are authorized, subject to review by the Board of Administration, to make non-substantive, technical, and conforming changes to the Bylaws of Windmill Village at Punta Gorda, Inc., including but not limited to corrections of typographical errors, punctuation, grammar, spelling, numbering, article and section designations, internal cross-references, formatting, reorganization, stylistic consistency, and to remove any duplicative or redundant provisions or language, provided that such changes do not alter the substance, meaning, or intent of any provision of the Bylaws or the intent of the Community. The Board of Administration will retain the authority to reject or require revision of any changes it determines to be unacceptable or inconsistent with this subsection.

(21.2) Execution and Recording: A copy of each amendment shall be attached to a Membership Certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which Certificate shall be executed by the Corporation with the formalities of a deed and thereafter, inserted in the Corporation records.

SECTION 22. ELECTRONIC TRANSMISSION OF NOTICES AND ELECTRONIC VOTING.

22.1 Notices. Notices of Meetings of the Shareholders, the Board of Administration, and Committee Meetings, and other notices allowed to be sent by electronic transmissions, may be given by electronic transmission to Shareholders who consent to receive Notice by electronic transmission. The following provision shall apply with respect to the delivery of Notices by electronic transmission:

- a. The consent of a Shareholder to receive Notices by electronic transmission, or any revocation of such consent, must be in writing and signed by the Shareholders record or a person holding a power of attorney executed by a Shareholder. Such consent or revocation thereof may be delivered to the Corporation by electronic transmission, by hand delivery, by United States mail, by certified United States mail, or by other commercial delivery service. Consents must be actually received by a current Officer, Board Member, Manager of the Corporation, or by the Corporation's registered agent.
- b. A consent shall be automatically revoked if the Corporation is unsuccessful in providing Notice by electronic transmission for two (2) consecutive transmissions to a Shareholder, if and when the Corporation becomes aware of such electronic failure.

- c. In order to be effective, Notices of Meetings delivered by electronic transmission must contain all attachments and information required by law with respect to a particular meeting.
- d. Notice of a meeting shall be deemed effective when sent by the Corporation regardless of when the Notice is actually received by the Shareholder, if directed to the correct address, location or number, or if posted on a website or internet location to which the Shareholder has consented. The Shareholder by consenting to Notice by electronic transmission, accepts the risks of not receiving electronic Notice, except as provided in subparagraph (b) above, provided the Corporation correctly directed the transmission to the address, number, or location provided by the Shareholder.
- e. An affidavit of the Secretary or other authorized agent of the Corporation, including, but not limited to the Manager, shall be filed among the Official Records of the Corporation that the Notice has been duly provided by electronic transmission. Such affidavit shall be verification that valid electronic transmission of the Notice has occurred.
- f. The Corporation shall maintain among its Official Records all consent forms including electronic numbers, addresses and locations, all affidavits, all fax receipts of Notice and related communications, copies of all electronic Notices and attachments sent by the Corporation, and any other record created or received by the Corporation related to the electronic transmission of Notices. Electronic records may be maintained in electronic or paper format.
- g. For purposes of the foregoing, "Electronic Transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through an automated process, such as printer or a copy machine. Examples include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent by electronic mail between computers.
- h. A Shareholder who consents to receiving notices by electronic transmission is solely responsible for removing or bypassing filters that block receipt of mass emails sent to Shareholders on behalf of the Corporation in the course of giving electronic notices.

22.2 Electronic Voting. The Corporation may conduct elections and other Shareholder votes through an online voting system which will be available to Shareholders who consent, in writing, to online voting. In order to utilize online voting, the Board of Administration must authorize an online voting system by resolution. The Board resolution must provide that Shareholders receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for members to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for Shareholders to opt out of online voting after giving consent. The online voting system must conform to the requirements for authentication of identity, separation of identifying information from the electronic election ballot, storage of ballots, and other requirements as set forth in Section 720.317, Florida Statutes (2022). Written

notice of the meeting or meetings at which the Board of Administration will consider a resolution regarding online voting must be mailed, delivered, or electronically transmitted to the Shareholders and posted conspicuously on the bulletin board in the Recreation Hall foyer and the Corporation's website at least fourteen (14) days before the meeting.

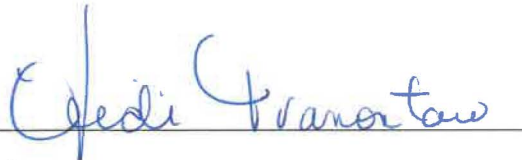
The foregoing was adopted by an affirmative requisite vote of Shareholders at the annual Shareholders' Meeting convened on March 24, 2026, notice of which was properly given, as the restated Bylaws of Windmill Village at Punta Gorda, Inc., a governing document affecting shareholders, residents, and the community of Windmill Village at Punta Gorda, Inc., a Florida corporation not for profit with a mailing and physical address of 215 Rio Villa Drive, Punta Gorda, FL 33950.



Eugene Kraese, President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument of writing was acknowledged before me by physical presence this 27 day of May, 2025, by Eugene Kraese, personally known to me to be the identical person who signed the foregoing instrument and who acknowledged that he signed the same as his free and voluntary act and deed on behalf of Windmill Village at Punta Gorda, Inc.



Notary

