

EXHIBIT B

“Substantial rewording. See governing documents for current text.”

BYLAWS OF SOLANA AT HERONS GLEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I – NAME AND LOCATION

Section 1. Name. The name of the corporation is SOLANA AT HERONS GLEN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

Section 2. Location. The principal office of the Association shall be located at 2250 Herons Glen Boulevard, Suite 100, North Fort Myers, Florida 33917, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board.

ARTICLE II - DEFINITIONS

Section 1. "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns.

Section 2. "Articles" shall mean the Articles of Incorporation of the SOLANA AT HERONS GLEN HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, and any and all amendments or modifications thereof.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean these Bylaws, including any and all amendments or modifications thereof.

Section 5. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association or the Master Association for the common use and enjoyment of the Owners.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, and shall include the assessments from the Master Association to the Neighborhood Association for the maintenance, repair, replacement and management of the areas of the Master Association responsibility.

Section 7. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLANA AT HERONS GLEN and any amendments or modifications thereof hereafter made from time to time.

Section 8. "Dwelling" shall mean and refer to each and every Villas residential unit.

Section 9. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Unit and who has notified the Neighborhood Association of its holdings.

Section 10. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 12. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 13. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 14. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 15. "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 16. "Master Association" shall mean and refer to HERONS GLEN MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 17. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Herons Glen, together with any recorded amendments thereto, recorded in the Public Records of Lee County, Florida.

Section 18. "Master Plan" shall mean and refer to the Master Development Plan for Herons Glen, if any, on file with the planning and zoning department of Lee County, and as the same may be amended or modified from time to time.

Section 19. "Neighborhood Association" shall mean and refer to this association of SOLANA AT HERONS GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 20. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers. but excluding those having such interest merely as security for the performance of an obligation.

Section 21. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Dwellings, streets and roads, and land owned by the Master Association, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel.

Section 22. "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually on such day and at such time as may be directed by the Board from time to time.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the Voting Members.

Section 3. Notice of Meeting. Notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing, or electronically sending, a copy of such notice at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Members' postal or email address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice and by general posting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members, or of proxies from Members, entitled to cast, thirty percent (30%) of the total membership votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Unit upon conveyance by the Member owning such Unit.

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which shall consist of at least three (3) directors and as many as nine (9) if approved by amendment of these Bylaws. Directors shall be members of the Association.

Section 2. Term of Office. The candidates with the five highest vote totals elected as Directors at the Annual Meeting in the year 2022, shall be elected for a term three (3) years, each. All other Directors elected at that meeting in 2022 shall be elected for a term of two years, each. All Directors elected at the Annual Meeting in the year 2023 shall be elected for a term of two years, each. Thereafter all Directors shall be elected for a term of three (3) years. The intent of this paragraph is to provide for staggered terms of office by Directors in order to provide continuity of Board experience and service. A

Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. Removal. Any Director may be removed from the Board. with or without cause, by a majority vote of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Officer or Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board, and two (2) or more other Members of the Association. The Nominating Committee shall be appointed by the Board. The Nominating Committee shall give Notice to the Membership of its meetings and solicit interested members to submit their names as candidates before making as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among the Membership.

Section 2. Election. Election to the Board shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration, i.e. one vote per Unit. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Elections may be conducted by electronic voting pursuant to Florida law.

ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meeting. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have power to:

- (a) declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board, subject to its reasonable discretion, to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly carried out;
- (c) as more fully provided in the Declaration, to:
- (1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
- (2) send written or electronic notice of each assessment to every owner subject thereto at least fourteen (14) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board, and a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers must be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected by the Board and each shall hold office for three (3) years unless he or she shall sooner resign, or be removed by the Board, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board at any time. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be combined or held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall perform, or insure the performance of the following: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer, working with contracted service or management company, shall sign all checks and promissory notes of the Association; keep proper books of accounts; The contracted service or management company shall receive all monies of the Association; the Treasurer shall prepare an annual budget to be presented at the annual meeting. Upon completion of a statement of income and expenditures for the prior year it will be available upon request. The Treasurer and/or the President shall sign all contracts after review. The Treasurer or authorized signees shall approve all invoices.

ARTICLE IX - COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall be maintained for a minimum of seven (7) years and shall, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be maintained perpetually and available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall incur a late fee of the highest rate which is consistent with Florida law, on each unpaid installment and the unpaid assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum as permitted by law. Further, the Association may bring an action at law against the owner personally obligated to pay the same and/or may foreclose the lien against the property for the amount of the delinquency, plus interest, late fees, costs, and reasonable attorney's fees of any such action. No owner may waive or otherwise escape liability for the assessments by non-usage or abandonment of his Unit.

ARTICLE XII - CORPORATE SEAL

The Association may or may not, at the Board's discretion, have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XIII-AMENDMENT

Section 1. These Bylaws may be amended, from time to time at a regular or special meeting of the Directors, by a majority vote of the Directors.

Section 2. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XIV – CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.