

Instrument prepared by and return to:  
Steven M. Falk, Esq.  
Roetzel & Andress, LPA  
850 Park Shore Drive, Third Floor  
Naples, FL 34103  
(239) 649-6200

(Space above line for recording information)

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly elected and acting President of Windjammer Village of Naples, Inc., a Florida not-for-profit corporation, does hereby certify that the amendments to the governing documents attached hereto as Exhibit "A" were approved and adopted by the required number of members at the Special Members' meeting held on February 13<sup>th</sup>, 2013, which meeting was adjourned and reconvened on February 27, 2013, at which a quorum was present. The Master Form Proprietary Lease was recorded in O.R. Book 2121 at Page 1881, Public Records of Collier County, Florida. The Bylaws were recorded in O.R. Book 2121, Page 1910, Public Records of Collier County, Florida. The Restated Articles of Incorporation were recorded in O.R. Book 2121, Page 1934, Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witnesses:

WINDJAMMER VILLAGE OF NAPLES, INC.

(SEAL)

*Paul Miraldi*

By: *Richard Okerberg*  
Richard Okerberg, President

Witness  
Print Name: Paul Miraldi

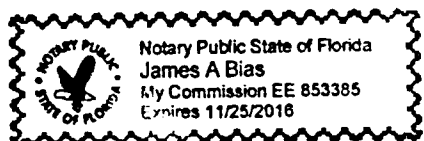
Witness  
Print Name: Shawn McCorchle

STATE OF FLORIDA )  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 4 day of March, 2013, by Richard Okerberg, as President of Windjammer Village of Naples, Inc., the corporation described in the foregoing instrument, who is ( ) personally known to me and who took an oath, and acknowledged executing the same under authority vested in him by said corporation.

(SEAL)

*James A. Bias*  
Notary Public, State of Florida  
Printed Name of Notary Public  
Serial Number EE 853385  
My Commission expires: 11/25/2016



u A u  
**Exhibit** \_\_\_\_\_

AMENDMENTS TO MASTER FORM PROPRIETARY LEASE

WINDJAMMER VILLAGE OF NAPLES, INC.

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

Paragraph 15 is amended as follows:

15. Use of Premises. The Lessee shall not, without the written consent of the Board of Directors Corporation on such conditions as the Board of Directors Corporation may prescribe, occupy or use the unit or permit the same or any part thereof to be occupied or used for any purpose other than: (i) as a private dwelling for the Lessee or members of Lessee's family, guests or approved sublessees, but in no event shall more than two (2) persons permanently reside in the unit without written consent of the Board of Directors; ~~who minimum age (except as set forth in Lessor's Bylaws at Article II, Section 2.3) can be no less than 45 years of age, and one of whom must be 55 years of age or older, permanently reside in the unit without written consent of the Directors; however, no person under the age of 55 years shall be permitted to enter and permanently reside if the mobile home village if that person's occupancy would result in the current census of the Park resulting in less than 80% of the occupants the age of 55 or older should such under aged person have occupancy;~~ and (ii) any home occupation use permitted under, and subject to compliance with, the Bylaws of the Corporation, the Rules, applicable zoning law, building codes or other rules and regulations of governmental authorities having jurisdiction. In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Lessee as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction or the Rules, Bylaws or this lease Cooperative. Occupancy by guests of the Lessee shall be for a period of time not exceeding one month per year, unless a longer period is approved in writing by the Directors, but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to in writing by the Directors.

In addition, the units within the Mobile Home Village are intended for the housing of persons fifty-five (55) years of age or older. The provisions of Section 2.3 of the Bylaws and this Paragraph 15 are intended to be consistent with, and are set forth in order to comply with the Florida and Federal Fair Housing Acts, including, without limitation, the Housing for Older Persons Act of 1995, any Federal and Florida regulations adopted thereto, and any related judicial decision as they may be amended from time to time (collectively, the "Fair Housing Requirements") allowing discrimination based on familial status. The Directors shall have the power to amend Section 2.3 of the Bylaws and this Paragraph 15 and any related Rules, without the consent of the Lessee, for the purpose of maintaining these age restrictions consistent with the Fair Housing Requirements and to maintain the intent and enforceability of Section 2.3 of the Bylaws and this Paragraph 15 and any related Rules.

Units shall be used and occupied solely as residences by the owners thereof, their families, guests or approved sublessees, provided that at least eighty percent (80%) of the occupied units shall be occupied by at least one (1) person fifty-five (55) years of age or older. In addition, there shall be no permanent resident under forty-five (45) years of age. The Directors shall have the authority to make exceptions to the age restrictions set forth in Section 2.3 of the Bylaws, this Paragraph 15 and any related Rules, based upon documented hardship. However, no exception shall be made if it results in a violation of the Fair Housing Requirements, including, without limitation, the requirement that at least eighty percent (80%) of the occupied units be occupied by at least one (1) person fifty-five (55) years of age or older. In addition, in no

event shall an exception be made that permits a person eighteen (18) years of age or younger from becoming a permanent resident.

The terms "occupied unit" and "occupied by at least one (1) person fifty-five (55) years of age or older" shall refer to the definitions of such terms in rules adopted by the Department of Housing and Urban Development ("HUD"). Unless otherwise adopted by HUD, the term "occupied unit" means (i) a unit that is actually occupied by one (1) or more persons on the date the Lessor claims the "55 and over" exemption; or (ii) a temporarily vacant unit, if the primary occupant has resided in the unit during the past year and intends to return on a periodic basis. Unless otherwise adopted by HUD, the term "occupied by at least one (1) person fifty-five (55) years of age or older" means that on the date the Lessor claims the "55 and over" exemption (i) at least one (1) occupant of the unit is fifty-five (55) years of age or older; or (ii) if the unit is temporarily vacant, at least one (1) of the occupants immediately prior to the date on which the unit was vacated was fifty-five (55) years of age or older.

The Lessor may require the use of a uniform application for sales and subleases and may require such information as is necessary to insure compliance with this provision and the Fair Housing Requirements, as amended from time to time. The Lessor shall comply with rules issued by HUD with respect to verification of occupancy and ages of occupants by reliable surveys and affidavits, and with respect to conducting a census. Lessees and prospective purchasers shall cooperate in good faith with surveys, affidavits and the taking of the census, in order that the Lessor may comply with the Fair Housing Requirements.

Paragraph 16 is amended as follows:

16. Subletting - Assignment.

[paragraphs 16.A-16.F not amended]

G. Disapproval Without Right of First Refusal Requirement. Notwithstanding anything to the contrary contained in this Proprietary Lease, the Corporation may disapprove an application for approval of a proposed assignment or sublease without having to exercise its right of first refusal or to inform the Members of the date, price and terms of the proposed assignment or sublease, if disapproval is based upon one or more of the following grounds:

(i) the Member is delinquent in the payment of any monetary obligation owed to the Corporation at the time the application is considered;

(ii) the application on its face indicates that the person(s) seeking approval intends to conduct himself, herself or themselves in a manner inconsistent with this Proprietary Lease, and the Corporation's Articles of Incorporation, Bylaws, and Rules and any resolutions of the Board of Directors (the "Cooperative Documents");

(iii) the applicant(s) has or have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(iv) the applicant(s) give(s) false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid;

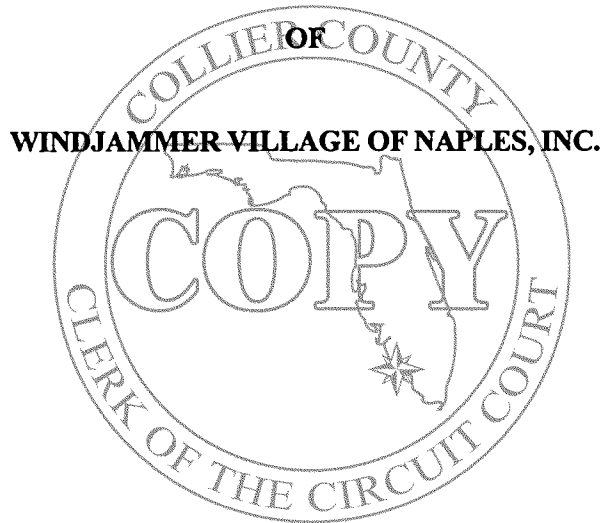
(v) the Member fails to give proper notice to the Corporation of his or her intention to assign or sublet;

(vi) the applicant(s), during previous occupancy in the Mobile Home Village, has or have violated the Cooperative Documents;

(vii) the applicant(s) seeking approval has or have a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts.



**AMENDED AND RESTATED BY-LAWS**

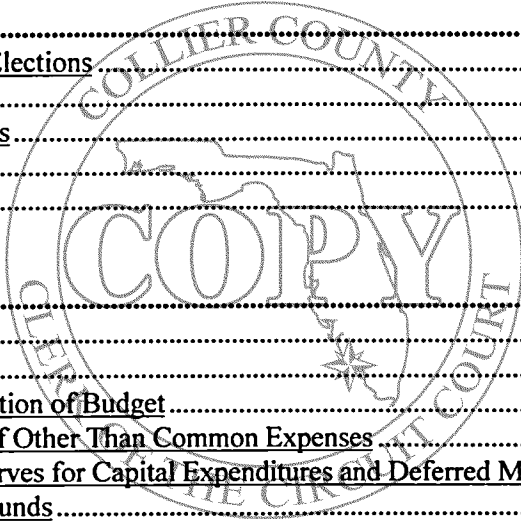


**TABLE OF CONTENTS**  
**FOR**  
**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**WINDJAMMER VILLAGE OF NAPLES, INC.**

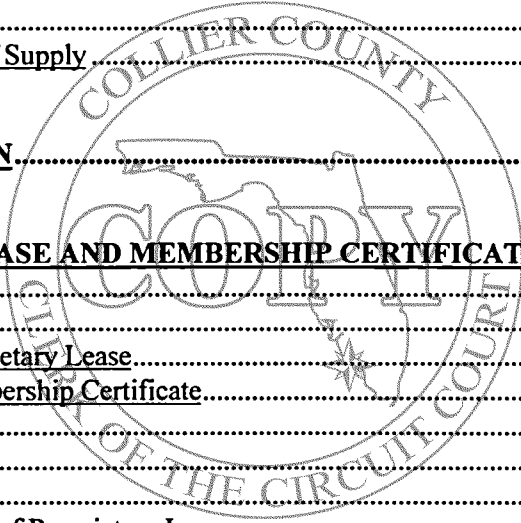
PAGE NO.

<b>1.</b>	<b><u>GENERAL</u></b> .....	<b>1</b>
1.1	<u>Principal Office</u> .....	1
1.2	<u>Seal</u> .....	1
1.3	<u>Definitions</u> .....	1
1.3	<u>Cooperative Documents</u> .....	1
<b>2.</b>	<b><u>MEMBERSHIP; VOTING RIGHTS; AND</u></b> .....	<b>1</b>
2.1	<u>Qualifications</u> .....	1
2.2	<u>Voting Interests</u> .....	1
2.3	<u>55 and Over Community</u> .....	2
2.4	<u>Approval or Disapproval of Matters</u> .....	3
2.5	<u>Change of Membership</u> .....	3
2.6	<u>Termination of Membership</u> .....	3
<b>3.</b>	<b><u>MEMBERS' MEETINGS</u></b> .....	<b>3</b>
3.1	<u>Annual Meeting</u> .....	3
3.2	<u>Special Members' Meetings</u> .....	3
3.3	<u>Notice of Meetings; Waiver of Notice; Participation in Meetings</u> .....	3
3.4	<u>Notice of Annual Meeting</u> .....	4
3.5	<u>Quorum</u> .....	4
3.6	<u>Vote Required</u> .....	4
3.7	<u>Proxy Voting</u> .....	4
3.8	<u>Adjourned Meetings</u> .....	5
3.9	<u>Order of Business/Agenda</u> .....	5
3.10	<u>Minutes</u> .....	5
3.11	<u>Parliamentary Rules</u> .....	5
3.12	<u>Action by Members Without Meeting</u> .....	5
<b>4.</b>	<b><u>BOARD OF DIRECTORS</u></b> .....	<b>6</b>
4.1	<u>Number and Terms of Service</u> .....	6
4.2	<u>Qualifications</u> .....	6
4.3	<u>Nomination and Elections</u> .....	6
4.4	<u>Vacancies on the Board</u> .....	7
4.5	<u>Recall of Directors</u> .....	7
4.5.1	<u>Recall of Directors by Meeting</u> .....	7
4.5.2	<u>Recall of Directors by Written Agreement</u> .....	7
4.5.3	<u>Recall Arbitration</u> .....	7
4.5.4	<u>Failure of Board to Hold Board Meeting</u> .....	8

4.5.5	<u>Filling Vacancies Caused by Recall</u> .....	8
4.5.6	<u>Administrative Rules of the Division</u> .....	8
4.6	<u>Resignation of Directors</u> .....	8
4.7	<u>Organizational Meeting</u> .....	8
4.8	<u>Other Meetings</u> .....	8
4.9	<u>Notice to Owners</u> .....	8
4.10	<u>Waiver of Notice</u> .....	9
4.11	<u>Quorum of Directors</u> .....	9
4.12	<u>Vote Required</u> .....	9
4.13	<u>Adjourned Meetings</u> .....	9
4.14	<u>The Presiding Officer</u> .....	10
4.15	<u>Compensation of Directors and Officers</u> .....	10
4.16	<u>Committees</u> .....	10
4.17	<u>Order of Business/Agenda</u> .....	10
<b>5.</b>	<b><u>OFFICERS</u></b> .....	<b>10</b>
5.1	<u>Officers and Elections</u> .....	10
5.2	<u>President</u> .....	10
5.3	<u>Vice-Presidents</u> .....	11
5.4	<u>Secretary</u> .....	11
5.5	<u>Treasurer</u> .....	11
<b>6.</b>	<b><u>FISCAL MATTERS</u></b> .....	<b>11</b>
6.1	<u>Depository</u> .....	11
6.2	<u>Budget</u> .....	11
6.2.1	<u>Member Rejection of Budget</u> .....	12
6.2.2	<u>Assessments of Other Than Common Expenses</u> .....	12
6.3	<u>Statutory Reserves for Capital Expenditures and Deferred Maintenance</u> .....	12
6.4	<u>Contingency Funds</u> .....	13
6.5	<u>Assessments, Rent and Corporation's Remedies in the Event of Default</u> .....	13
6.5.1	<u>Activity Committee Expenses</u> .....	15
6.6	<u>Special Assessments</u> .....	15
6.7	<u>Fidelity Bonds</u> .....	15
6.8	<u>Financial Statement or Report</u> .....	15
6.9	<u>Fiscal Year</u> .....	15
6.10	<u>Fees and Deposits for Subleases</u> .....	15
<b>7.</b>	<b><u>RULES AND REGULATIONS: USE RESTRICTIONS</u></b> .....	<b>16</b>
<b>8.</b>	<b><u>COMPLIANCE AND DEFAULT: REMEDIES</u></b> .....	<b>16</b>
8.1	<u>Fines, Suspensions and Demand for Rental Payments</u> .....	16
8.2	<u>Mandatory Non-Binding Arbitration</u> .....	17
8.3	<u>Availability of Remedies</u> .....	17
<b>9.</b>	<b><u>AMENDMENT OF BY-LAWS</u></b> .....	<b>17</b>



9.1	<u>Proposal</u> .....	17
9.2	<u>Procedure</u> .....	17
9.3	<u>Vote Required</u> .....	17
9.4	<u>Proviso</u> .....	18
9.5.	<u>Certificate; Recording</u> .....	18
<b>10.</b>	<b><u>OFFICIAL RECORDS</u></b> .....	<b>18</b>
10.1	<u>Maintenance of Official Records</u> .....	18
10.2	<u>Access to Official Records</u> .....	19
10.3	<u>Official Records Exempt from Inspection and Copying</u> .....	19
<b>11.</b>	<b><u>COMPETITIVE BIDDING</u></b> .....	<b>20</b>
11.1	<u>Requirements</u> .....	20
11.2	<u>Exceptions</u> .....	20
11.3	<u>Emergency</u> .....	20
11.4	<u>Sole Source of Supply</u> .....	21
<b>12.</b>	<b><u>INDEMNIFICATION</u></b> .....	<b>21</b>
<b>13.</b>	<b><u>PROPRIETARY LEASE AND MEMBERSHIP CERTIFICATE</u></b> .....	<b>21</b>
13.1	<u>Issuance</u> .....	21
13.2	<u>Execution</u> .....	21
13.3	<u>Form of Proprietary Lease</u> .....	21
13.4	<u>Form of Membership Certificate</u> .....	21
13.5	<u>Transfers</u> .....	21
13.6	<u>Votes</u> .....	22
13.7	<u>Liens</u> .....	22
13.8	<u>Memorandum of Proprietary Lease</u> .....	22
13.9	<u>Conditions of Acceptance of Membership Certificates</u> .....	22
<b>14.</b>	<b><u>EASEMENTS</u></b> .....	<b>22</b>
14.1	<u>Utility Services; Drainage</u> .....	22
14.2	<u>Traffic</u> .....	22
14.3	<u>Covenant</u> .....	22
<b>15.</b>	<b><u>ACQUISITION OF ADDITIONAL LANDS; RECREATIONAL AND OTHER FACILITIES.</u></b> .....	<b>23</b>
<b>16.</b>	<b><u>MISCELLANEOUS</u></b> .....	<b>23</b>
16.1	<u>Gender</u> .....	23
16.2	<u>Severability</u> .....	23
16.3	<u>Conflict</u> .....	23
16.4	<u>Certificate of Compliance</u> .....	23





**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BY-LAWS. FOR PRESENT TEXT SEE EXISTING BY-LAWS.**

**AMENDED AND RESTATED BY-LAWS OF  
WINDJAMMER VILLAGE OF NAPLES, INC.**

1. **GENERAL.** These are the Amended and Restated By-Laws of Windjammer Village of Naples, Inc., a not-for-profit corporation organized under the laws of Florida for the purpose of operating the Mobile Home Village pursuant to Chapter 719, Florida Statutes (the "Cooperative Act"). All prior By-Laws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Corporation is 220 Oceans Boulevard, Naples, FL 34104.

1.2 **Seal.** The seal of the Corporation shall be inscribed with the name of the Corporation, the year of its organization, and the words "Florida" and "not-for-profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** Except as set forth herein or in the Cooperative Act, the definitions set forth in the Master Form Proprietary Lease recorded in O.R. Book 2121 at Page 1881 of the Public Records of Collier County, Florida, as the same may be amended from time to time (the "Proprietary Lease"), shall apply to terms used in these By-Laws.

1.4 **Cooperative Documents.** As used herein, the term "Cooperative Documents" means the Articles of Incorporation, Proprietary Lease, these Bylaws, the Rules and any resolutions of the Board of Directors.

2. **MEMBERSHIP; VOTING RIGHTS; AND "55 AND OVER COMMUNITY".**

2.1 **Qualifications.** Membership in the Corporation is established as set forth in the Corporation's Articles of Incorporation and the Proprietary Lease, both as amended from time to time. At its option, the Corporation may allow partial payment for a membership certificate, in which event the membership certificate shall be subject to a lien in favor of the Corporation for the unpaid amount. If the membership certificate is vested in more than one (1) person, all of the persons owning the membership certificate shall be eligible to hold office, attend meetings and act as full Members of the Corporation. If a membership certificate is owned by a corporation, partnership, limited liability company, trust or other legal entity, such legal entity shall designate the natural person(s) entitled to occupy the Unit on its behalf.

2.2 **Voting Interests.** The Members of the Corporation are entitled to one (1) vote for each membership certificate owned by them. The total number of possible votes in the Cooperative is two hundred and twelve (212). Therefore, for purposes of determining the number of Units that must approve certain actions as provided in the Cooperative Act and the Cooperative Documents (as such latter term is defined in Section 719.103(13) of the Cooperative Act), the total number of "Voting Interests" is two hundred and twelve (212). The vote of a membership certificate is not divisible. If a membership certificate is owned by one (1) person, his or her right to vote shall be established by the record title to the

membership certificate. If a membership certificate is owned jointly by two (2) or more persons, that membership certificate's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a membership certificate do not agree among themselves how their one (1) vote shall be cast, no vote for that membership certificate shall be counted. If the owner of a membership certificate is a corporation, partnership, limited liability company, trust or other legal entity, the vote of that membership certificate shall be cast by any officer, director, partner, manager or trustee, as the case may be.

2.3 55 and Over Community. The Units within the Mobile Home Village are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 2.3 and Paragraph 15 of the Proprietary Lease are intended to be consistent with, and are set forth in order to comply with the Florida and Federal Fair Housing Acts, including, without limitation, the Housing for Older Persons Act of 1995, any Federal and Florida regulations adopted thereto, and any related judicial decision as they may be amended from time to time (collectively, the "Fair Housing Requirements") allowing discrimination based on familial status. The Board of Directors shall have the power to amend this Section 2.3, Paragraph 15 of the Proprietary Lease and any related Rules, without the consent of the Members, for the purpose of maintaining these age restrictions consistent with the Fair Housing Requirements and to maintain the intent and enforceability of this Section 2.3, Paragraph 15 of the Proprietary Lease and any related Rules.

In no event shall more than two (2) persons permanently reside in a Unit without written consent of the Board of Directors. Units shall be used and occupied solely as residences by the owners thereof, their families, guests or approved sublessees, provided that at least eighty percent (80%) of the occupied Units shall be occupied by at least one (1) person fifty-five (55) years of age or older. In addition, there shall be no permanent resident under forty-five (45) years of age. The Board of Directors shall have the authority to make exceptions to the restrictions set forth in this Section 2.3, Paragraph 15 of the Proprietary Lease and any related Rules, based upon documented hardship. However, no exception shall be made if it results in a violation of the Fair Housing Requirements, including, without limitation, the requirement that at least eighty percent (80%) of the occupied Units be occupied by at least one (1) person fifty-five (55) years of age or older. In addition, in no event shall an exception be made that permits a person eighteen (18) years of age or younger from becoming a permanent resident.

The terms "occupied Unit" and "occupied by at least one (1) person fifty-five (55) years of age or older" shall refer to the definitions of such terms in rules adopted by the Department of Housing and Urban Development ("HUD"). Unless otherwise adopted by HUD, the term "occupied unit" means (i) a Unit that is actually occupied by one (1) or more persons on the date the Corporation claims the "55 and over" exemption; or (ii) a temporarily vacant Unit, if the primary occupant has resided in the Unit during the past year and intends to return on a periodic basis. Unless otherwise adopted by HUD, the term "occupied by at least one (1) person fifty-five (55) years of age or older" means that on the date the Corporation claims the "55 and over" exemption (i) at least one (1) occupant of the Unit is fifty-five (55) years of age or older; or (ii) if the Unit is temporarily vacant, at least one (1) of the occupants immediately prior to the date on which the Unit was vacated was fifty-five (55) years of age or older.

The Corporation may require the use of a uniform application for sales and subleases and may require such information as is necessary to insure compliance with this provision and the Fair Housing Requirements, as amended from time to time. The Corporation shall comply with rules issued by HUD with respect to verification of occupancy and ages of occupants by reliable surveys and affidavits, and with respect to conducting a census. Unit owners and prospective purchasers shall cooperate in good faith with surveys, affidavits and the taking of the census, in order that the Corporation may comply with the Fair Housing Requirements.

2.4 Approval or Disapproval of Matters. Whenever the decision or approval of a Member is required upon any matter, whether or not the subject of a Corporation meeting, such decision may be expressed by any person authorized to cast the vote of such membership certificate at a Corporation meeting as stated in Section 2.2 above, unless the joinder of all record Members is specifically required.

2.5 Change of Membership. A change of membership in the Corporation shall be established as set forth in the Articles of Incorporation and Proprietary Lease, both as amended from time to time. At such time as the membership certificate and Proprietary Lease have been transferred to the new Member, the membership of the prior Member shall be terminated automatically.

2.6 Termination of Membership. The termination of membership in the Corporation does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Corporation during the period of his or her membership, nor does it impair any rights or remedies which the Corporation may have against any former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

### 3. MEMBERS' MEETINGS.

3.1 Annual Meeting. An annual meeting shall be held at the Mobile Home Village (or such other location if specified in the notice, provided that the location is within forty-five (45) miles of the Mobile Home Village), on the second Tuesday in March of each year (or on a different date as determined by the Board of Directors) at a place and time designated by the Board of Directors. The purpose of the annual meeting is to conduct the election of Directors and for any purpose as may be transacted by the Members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by written petition of at least twenty-percent (20%) of the Voting Interests. The substantive business to be voted on at any special or regular Members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice; Participation in Meetings. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Corporation (which shall be the address last furnished to the Corporation by the Member), or may be furnished by hand-delivery, or by electronic transmission in the manner set forth in Section 617.0141, Florida Statutes, to the extent that a Member has consented to receive notices by electronic transmission and has not revoked such consent. Any such consent to receiving electronic transmissions shall be deemed revoked if: the Corporation is unable to deliver by electronic transmission two (2) consecutive notices given by the Corporation in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors pursuant to Section 719.106(1)(f) of the Cooperative Act shall not be given by electronic transmission. The Member is responsible for providing the Corporation with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Corporation with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the

Corporation is not liable for an erroneous disclosure of an electronic mail address or the number for receiving electronic transmission of notices. The notice of meeting must be mailed, hand-delivered, or electronically transmitted at least fourteen (14) continuous days before the meeting. An officer of the Corporation must provide an affidavit or United States Postal Service certificate of mailing, to be included in the Corporation's official records, affirming that the notice of the Corporation's meeting was mailed, hand delivered or electronically transmitted, in accordance with Section 719.106(1)(d) of the Cooperative Act, to each Member at the address last furnished to the Corporation. If ownership of a Membership certificate is transferred after notice has been mailed, no separate notice to the new Member is required. A Member may waive notice of any meeting at any time, but only by written waiver. However, attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. Members have the right to participate in all Members' meetings with reference to all designated agenda items. A Member may tape record or videotape a Members' meeting subject to any applicable rules of the Division and the Rules.

3.4 Notice of Annual Meeting. Notice of the annual meeting shall be posted in a conspicuous location in the Mobile Home Village in accordance with Board of Directors rule at least fourteen (14) continuous days preceding the annual meeting. In lieu of or in addition to the physical posting of the meeting notice, the Corporation may, by reasonable Rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Corporation. However, if broadcast notice is used in lieu of a posted notice, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required by the Cooperative Act. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

3.5 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of a majority of the Voting Interests.

3.6 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Cooperative Documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Membership certificate, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Except as specifically otherwise provided in the Cooperative Act, Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may not be used in the election of directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Limited proxies shall be used for any matter for which the Cooperative Documents or the Cooperative Act requires or permits a vote of the Members and for

which a general proxy is not permitted, including, without limitation, votes taken to: waive or reduce reserves; waive financial statement requirements, and amend the Cooperative Documents. Notwithstanding the foregoing, Members may vote in person at Members' meetings.

3.8 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Order of Business/Agenda. The order of business and agenda at Members' meetings shall be substantially as follows:

- (A) Call to order by the President or other designated Chairman of the meeting
- (B) (Annual meeting) Collection of election ballots not yet cast and closing of the polls; or announcement of names of candidates who will take office upon adjournment of the annual meeting
- (C) Call of the roll or certification of a quorum
- (D) Proof of Notice of Meeting (and posting, if applicable)
- (E) Reading or disposal of any unapproved minutes
- (F) Reports of Officers
- (G) Reports of Committees
- (H) Unfinished Business
- (I) New Business (with the items to be voted on specifically listed in the agenda and in the limited proxy)
- (J) Adjournment

3.10 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board of Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Corporation meeting when not in conflict with Florida law or the Cooperative Documents. The Chairman of the meeting may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Members entitled to vote on such action were present and voted. Action by Members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special Members' meeting, as provided for elsewhere in these By-Laws.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Corporation shall be by the Board of Directors. All powers and duties granted to the Corporation by law, as modified and explained in the Cooperative Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required by the Cooperative Act or the Cooperative Documents.

4.1 **Number and Terms of Service.** The affairs of the Corporation shall be managed by a Board of Directors of nine (9) Directors. At the 2013 annual meeting, nine (9) Directors shall be elected. The three (3) candidates receiving the highest number of votes shall be elected to serve until the 2016 annual meeting. The three (3) candidates receiving the next highest number of votes shall be elected to serve until the 2015 annual meeting. The remaining three (3) candidates who are elected shall serve until the 2014 annual meeting. In the case of tie votes or in the event no election is required at the 2013 annual meeting (because there are nine (9) or fewer candidates), a run-off election shall be required to determine whom shall serve the longer initial terms unless the candidates voluntarily agree in writing at the meeting as to whom shall serve the longer initial terms. In all subsequent elections, Directors shall be elected to serve three (3) year terms, with the result that three (3) Directors shall be elected each year. In all subsequent elections, if there is a tie vote, a run-off election shall be required to determine who shall serve unless the candidates voluntarily agree in writing at the meeting as to who shall serve. The term of each Director's service shall extend for the term of his or her election and thereafter until his or her successor is duly elected and qualified or until he or she dies, resigns or is removed in a manner provided in these Bylaws. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 **Qualifications.** Each Director must be a Member or (in the case of a Unit owned by an entity) a person designated to occupy the Unit pursuant to Section 2.1 above.

4.3 **Nomination and Elections.** On the day of each annual meeting the Members shall elect by secret written ballot as many Directors as there are regular terms of Directors expiring. The Board of Directors may not appoint a committee for the purpose of nominating candidates for the election of Directors. However, the Board of Directors may appoint a search committee to encourage qualified persons to become candidates. The First Notice of each annual election shall be mailed, hand-delivered or electronically transmitted to all Members at least sixty (60) days in advance. Any eligible person who wishes to qualify as a candidate shall notify the Corporation in writing of his or her desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Corporation. Any eligible person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least thirty-five (35) days prior to the election. The Corporation has no liability for the contents of the information sheets prepared by the candidates. The Corporation shall not edit, alter or otherwise modify the content of an information sheet. The Corporation shall mail, hand-deliver or electronically transmit a Second Notice of the election, together with the candidate information sheets and ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the ballots cast. In the event of a tie, the Corporation shall proceed with a runoff election pursuant to rules adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division"). At least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election of Directors. A Member shall not permit any other person to vote his ballot, and any ballots improperly cast are invalid. Notwithstanding the foregoing, a Member who needs assistance in

casting the ballot by reason of blindness, disability, or inability to read or write, may obtain such assistance. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Notices, candidate information sheets and ballots may be given by electronic transmission (to those Members who have so consented), pursuant to rules adopted by the Division.

4.4 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason other than removal by the Members, a majority of the remaining Directors, though less than a quorum, or the sole remaining Director, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board of Directors is vacant, the Members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting. Alternatively, a Member may seek the appointment of a receiver pursuant to Section 719.1064 of the Cooperative Act.

4.5 Recall of Directors. Any or all Directors who were elected by the Members may be removed ("recalled") with or without cause by vote of a majority of the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Cooperative Act.

4.5.1 Recall of Directors by Meeting. A special meeting of the Members to recall a member or members of the Board of Directors may be called by at least ten percent (10%) of the Voting Interests giving notice of the meeting as required for any other Members' meeting, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for the purpose of a recall. If the recall is approved by a majority of the Voting Interests by a vote at a meeting, the recall will be effective as provided below. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within five (5) full business days of the adjournment of the Members' recall meeting. At the meeting of the Board of Directors, the Board of Directors shall either certify the recall, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all Corporation records and property in their possession, or shall proceed as set forth in Section 4.5.3 below.

4.5.2 Recall of Directors by Written Agreement. If the proposed recall is by a written agreement by a majority of the Voting Interests, the written agreement or a copy thereof shall be served on the Corporation by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within five (5) full business days after receipt of the written agreement. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all Corporation records and property in their possession, or shall proceed as set forth in Section 4.5.3 below.

4.5.3 Recall Arbitration. If the Board of Directors determines not to certify the recall, the Board of Directors shall, within five (5) full business days after its meeting, file with the Division a Petition for Arbitration pursuant to the procedures set forth in Section 719.1255 of the Cooperative Act. For the purposes of this section, the Members who voted at the meeting or who executed the written agreement shall constitute one (1) party under the Petition for Arbitration. If the arbitrator certifies the recall as to any Director or Directors, the recall will be effective upon mailing of the final order of arbitration to the Corporation. If the Corporation fails to comply with the arbitrator's order, the Division may take action

pursuant to Section 719.501 of the Cooperative Act. Any Director or Directors so recalled shall deliver to the Board of Directors any and all Corporation records and property in their possession within five (5) full business days of the effective date of the recall.

4.5.4 Failure of Board of Directors to Hold Board of Directors Meeting. If the Board of Directors fails to duly notice and hold a Board of Directors meeting within five (5) full business days of service of a written recall agreement or within five (5) full business days of the adjournment of the Members' recall meeting, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board of Directors any and all Corporation records and property in their possession.

4.5.5 Filling Vacancies Caused by Recall. If a vacancy occurs on the Board of Directors as a result of a recall or removal and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with the rules of the Division.

4.5.6 Administrative Rules of the Division. The recall of one (1) or more Directors shall occur in accordance with Rules 61B-75.007 and 61B-75.008, Florida Administrative Code.

4.6 Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the Secretary of the Corporation. Unless otherwise specified therein, such resignation shall take effect upon receipt by the Secretary.

4.7 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election for purposes of electing Officers and such other business as is customarily conducted at an organizational meeting. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board of Directors as a notation in the Second Notice of election. If the notice of the organizational meeting is not provided and posted as part of the Second Notice of election, notice of the organizational meeting must be posted conspicuously in the Mobile Home Village for at least forty-eight (48) continuous hours in advance of the meeting.

4.8 Other Meetings. Meetings of the Board of Directors may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, telegram or other form of electronic transmission at least forty-eight (48) hours prior to the day named for such meeting. If notice is transmitted by facsimile, notice shall be effective if correctly directed to a number at which the Director has consented to receive notice. If notice is transmitted by electronic mail, notice shall be effective if correctly directed to an email address at which the Director has consented to receive notice.

4.9 Notice to Members. All meetings of the Board of Directors are open to Members and notices of all Board of Directors meetings shall be posted conspicuously in the Mobile Home Village for at least forty-eight (48) continuous hours before each Board of Directors meeting, except in an emergency. Notice of all Board of Directors meetings must specifically identify all agenda items. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board of Directors. Such emergency action must be noticed and ratified at the next regular meeting of the Board of Directors. Notice of any Board of Directors meeting at which a non-emergency special assessment will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of



any Board of Directors meeting at which an amendment to Rules concerning the use of a Unit will be considered must be mailed, hand-delivered, or electronically transmitted (in the latter case, to those Members who have so consented) to all Members and posted conspicuously in the Mobile Home Village at least fourteen (14) days before the meeting. Notice of any Board of Directors meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of Members to attend Board of Directors meetings includes the right to speak on designated agenda items, subject to the Rules of the Corporation as to the manner of doing so. Evidence of compliance with the notice and posting requirements set forth in this Section 4.9 and elsewhere in the Cooperative Documents (including, without limitation, Sections 6.2 and 6.6 of these By-Laws) may be made by an affidavit executed by the person giving notice and posting same, and filed with the Corporation's official records. Notwithstanding anything to the contrary contained in the Cooperative Documents, meetings of the Board of Directors or a committee with the Corporation's attorney with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice, shall not be open to the Members. In lieu of or in addition to the physical posting of notices of any meeting of the Board of Directors in the Mobile Home Village, the Corporation may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Corporation. However, if broadcast notice is used in lieu of a notice posted physically in the Mobile Home Village, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under these By-Laws and the Cooperative Act. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Tape recording and videotaping of Board of Directors meetings shall be governed by the rules of the Division and the Rules.

4.10 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.11 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board of Directors, by a conference telephone call or similar communicative arrangement whereby all persons participating by phone or physically present at the meeting can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board of Directors meetings.

4.12 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Cooperative Documents or by Florida law. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors, except that Officers may be elected by secret ballot. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.13 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. Notice of the rescheduled or reconvened meeting shall be provided in the manner set forth in

Section 4.9 above. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.14 The Presiding Officer. The President of the Corporation, or in his or her absence, the Vice-President, shall be the presiding Officer at all meetings of the Board of Directors. If neither is present, the presiding Officer shall be selected by a majority of the Directors participating in the meeting.

4.15 Compensation of Directors and Officers. Neither Directors nor Officers who also serve as Directors shall receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses, as determined by the Board of Directors, relating to the proper discharge of their respective duties.

4.16 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deems necessary and convenient for the efficient and effective operation of the Cooperative. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meetings of a committee which makes recommendations to the Board of Directors regarding the Corporation's budget, or a committee which has authority to take final action on behalf of the Board of Directors, shall be open to attendance by any Member, and notice of such committee meetings shall be posted in the same manner as required in Section 4.9 above for Board of Directors meetings, including by broadcast on closed-circuit cable television system serving the Corporation. All other committees shall not be subject to the requirements of Section 719.106(1)(c) of the Cooperative Act (as set forth in Section 4.9 of these By-Laws), but may voluntarily post notices of their meetings and open such meetings to attendance by the Members.

4.17 Order of Business/Agenda. The order of business and agenda at all regular meetings of the Board of Directors shall be as follows:

- (A) Call to Order.
- (B) Call of the Roll or certification of quorum.
- (C) Proof of Notice and Posting.
- (D) Reading or disposal of any unapproved minutes.
- (E) Reports of Officers and manager.
- (F) Reports of committees.
- (G) Unfinished business.
- (H) New business (with the items to be considered specifically listed in the agenda).
- (I) Adjournment.

## 5. OFFICERS.

5.1 Officers and Elections. The Officers of the Corporation shall be a President, Vice President, Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any Officer may be removed with or without cause by the Board of Directors. The Board of Directors may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Corporation. If the Board of Directors so determines, there may be more than one (1) Vice President.

5.2 President. The President shall be the chief Officer of the Corporation; he or she shall preside at all meetings of the Members and Directors, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board of Directors are

carried into effect. He or she shall execute bonds, mortgages and other contracts requiring seal of the Corporation, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or agent of the Corporation.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He or she shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Cooperative Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Corporation funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Corporation, and the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall oversee the disbursement of the funds of the Corporation, keeping proper vouchers for such disbursements, and shall render to the Board of Directors an accounting of all transactions and of the financial condition of the Corporation. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Corporation set forth in the Proprietary Lease shall be supplemented by the following provisions:

6.1 Depository. The Corporation shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors. The Board of Directors, or its designee, may invest Corporation funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, FDIC backed investments and other similar investment vehicles. All Corporation funds shall be maintained separately in the Corporation's name. A manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, or an agent, employee, Officer, or Director of the Corporation, shall not commingle any Corporation funds with his or her funds or with the funds of any other corporation, including without limitation a community association as defined in Section 468.431, Florida Statutes.

6.2 Budget. The Board of Directors shall adopt a budget of estimated revenues and expenses for each fiscal year. A copy of the proposed budget and a notice stating the date, time and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed, hand-delivered or electronically transmitted (to those Members who have so consented) to each Member not less than fourteen (14) days prior to the meeting. At the same meeting, the Board of Directors shall determine the rent to be charged for the ensuing year in accordance with the terms of the Proprietary Lease and Section 6.2.2 below. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications in the form and manner required by Sections 719.106(1)(j) and 719.504(20) of the

Cooperative Act. The Board of Directors shall follow the same procedures outlined above in the event that it wishes to amend a previously approved budget for the remainder of the fiscal year.

6.2.1 Member Rejection of Budget. If an annual budget adopted by the Board of Directors requires an assessment against the Members in any fiscal year which exceeds one hundred fifteen percent (115%) of the assessments for the preceding fiscal year, the Board of Directors, upon written application of ten percent (10%) of the Voting Interests to the Board of Directors, shall call a special Members' meeting within thirty (30) days, upon not less than ten (10) days written notice. At the special Members' meeting, the Members shall consider and enact a budget. The adoption of the budget shall require a vote of not less than 66 and 2/3% of the Voting Interests. If a special Members' meeting has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the Cooperative Property, anticipated expenses by the Corporation which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Cooperative Property must be excluded from the computation.

6.2.2 Assessments of Other Than Common Expenses. Certain of the Units in the Mobile Home Village are owned by the Corporation or leased by Members who have not paid the entire sum due for the membership certificate which they hold. The expenses of financing these units are not common expenses as the common expenses are assessed as though the Corporation has sold all two hundred twelve (212) membership certificates and the Corporation has received payment in full. The Board of Directors shall establish a debt service charge against those Units leased by persons holding membership certificates which have not yet been fully paid so that the interest expense of the Corporation on the unpaid balance of the membership certificates and the pro rate principal payment, if any, is passed on to the Member holding the membership certificate on that particular Unit. The Board of Directors shall also establish and collect rent on all those Units on which the Corporation holds the membership certificate that contain a mobile home so that the expense to the Corporation in the form of interest and principal amounts on such unsold membership certificates shall be allocated pro rata to each such Unit. The Corporation intends to include the cost of carrying those Units that do not contain a mobile home as of November 21, 1995, to the cost of the membership certificate and proprietary lease for that Unit. Interest and principal expenses shall only be common expenses to the extent that the Corporation fails or is unable to collect revenues sufficient from the above charges and rents to meet the mortgage expense to the Corporation on all such Units.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by Section 719.106(1)(j) of the Cooperative Act. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Corporation may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. However, the preceding shall not apply to any budget in which the Members have, at a duly called Members' meeting, determined for a fiscal year to provide no reserves or reserves less adequate than required by the Cooperative Act. If a Members' meeting has been called to determine to provide no reserves, or reserves less adequate than required, and such result or a quorum has not been attained, the reserves as included in the budget shall go into effect. The Board of Directors may schedule its budget meeting to occur

immediately after the adjournment of a membership meeting held for purposes of voting on reserve funding for the subsequent fiscal year. Reserve funds and any interest accruing thereon shall remain in the reserve account(s), and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of a majority of the Voting Interests, voting in person or by limited proxy at a duly call Members' meeting. Reserve funds shall not be commingled with operating funds unless combined for investment purposes. Operating and reserve funds may be invested in combined accounts, but such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds.

6.4 Contingency Funds. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the Members so vote, the Board of Directors may establish one (1) or more "contingency funds" for contingencies and operating expenses. The purpose of these contingency funds is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so funded shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments, Rent and Corporation's Remedies in the Event of Default. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Cooperative Property, costs of carrying out the powers and duties of the Corporation and any other expense, whether or not included herein, designated as common expense by the Cooperative Act. The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense. The bulk contract must be for a term of not less than two (2) years. Any contract made by the Board of Directors for a community antenna system or duly franchised cable television service may be canceled by a majority of the voting interests present at the next regular or special meeting of the Corporation. Any Member may make a motion to cancel the contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed. Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind Unit owner who does not occupy the Unit with a non-hearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such Units, the owners shall not be required to pay any common expenses charge related to such service. If less than all Members of the Corporation share the expenses of cable television, the expense shall be shared equally by all participating Unit owners. The Corporation may use the provisions of Section 719.108 of the Cooperative Act to enforce payment of the shares of such costs by the Unit owners receiving cable television.

Regular annual assessments and rent based on the adopted budget shall be paid either monthly or quarterly, as determined by the Board. Failure to send or receive notice of the assessment and rent shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the first installment of the previous fiscal year and shall be continued at such rate until a budget is adopted and pro rata assessments and rents are calculated, at which time any overage or shortage shall be added or subtracted from each Unit's next due installment.

Each owner of a membership certificate and Unit, and such membership certificate and Unit shall be liable for a 1/212 percentage or portion of the common expenses. Assessments, rent and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but the Corporation may charge interest at the highest rate allowed by law, calculated from the date due until paid on all sums not

timely paid. Assessments and rent shall be deemed paid when received by the Corporation. The Corporation may also impose an administrative late payment fee in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment and rent for each delinquent installment that the payment is late. Assessments, rent and installments thereon shall become due, and the Owner shall become liable for said assessments, rent or installments, on the date established in the By-Laws or otherwise set by the Board for payment. All payments on account shall be applied first to interest, then to administrative late payment fees, costs and attorneys' fees, and finally to delinquent assessments and rent. No payment by check is deemed received until the check has cleared. The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in Chapter 687 or Section 719.303(3), Florida Statutes.

If any special assessment or installation of a regular assessment or rent as to a Unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Corporation shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments and rent for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the Public Records of Collier County, Florida. The Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 719.108(4) of the Cooperative Act, or may be sent separately.

The Corporation may impose fees for the use of a portion of the common areas if the fees relate to expenses incurred by an owner having temporary, exclusive use of such common areas.

The owner of each Unit, regardless of how title was acquired, is liable for all assessments, rent or installments thereon coming due while he or she is the owner. Multiple owners are jointly and severally liable. Except as provided in the Proprietary Lease with respect to certain mortgagees, whenever title to a Unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments and rent which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner. The liability for assessments and rent may not be avoided or abated by waiver of the use or enjoyment of any common areas, by abandonment of the Unit on which the assessments or rent are made, or by interruption in the availability of the Unit of the common areas for any reason whatsoever. No Owner may be excused from payment of his or her share of the common expenses unless all owners are likewise proportionately excused from payment, except as otherwise provided in the Proprietary Lease as to certain mortgagees.

The Corporation has a lien on each cooperative parcel securing payment of past due assessments and rent, including interest, administrative late payment fees, and attorney's fees and costs incurred by the Corporation incident to the collection of the assessment, rent or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is effective from and after recording a Claim of Lien in the Public Records of Collier County, Florida. The Claim of Lien must state the description of the cooperative parcel, the name of the Unit owner, the amount due and the due dates. The lien is in effect until barred by law. The Corporation's lien for assessments and rent may be foreclosed by suit brought in the name of the Corporation, in like manner as a foreclosure of a mortgage on real property.

In any foreclosure, the Unit owner shall pay a reasonable rental for the cooperative parcel, and the Corporation is entitled to the appointment of a receiver to collect the rent. The Corporation has the power to bid on the cooperative parcel at the foreclosure sale and to acquire and hold, lease, mortgage or convey it. Suit to recover a money judgment for unpaid rent and assessments may be maintained without waiving the lien securing them.

6.5.1 Activity Committee Expenses. Common expenses shall include expenses of the Corporation's Activity Committee, in an amount not to exceed \$100.00 per month, for lunches, dinners, dances and other activities available to the Members.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board of Directors approving such assessments. Written notice of any Board of Directors meeting at which a non-emergency special assessment will be considered shall be mailed, hand-delivered, or electronically transmitted (in the latter case, to those Members who have so consented) to all Members and posted conspicuously in the Mobile Home Village not less than fourteen (14) days prior to the meeting, which notice shall state that special assessments will be considered and a description of the purpose(s) for such special assessments. The notice to Members that any special assessment has been levied must contain a statement of the purpose(s) of the special assessment, and the funds collected must be spent for the stated purpose(s), as required by Section 719.108(9) of the Cooperative Act. If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board of Directors, either be returned to the Members or applied as a credit towards future assessments.

6.7 Fidelity Bonds. The Corporation shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Corporation funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Corporation or its management agent at any one time. The term "persons who control or disburse Corporation funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Corporation. The Corporation shall bear the cost of bonding and insurance.

6.8 Financial Statement or Report. The Corporation shall deliver to the Members a complete set of financial statements within ninety (90) days following the end of the prior fiscal year. The type of financial statement shall be determined based upon Rule 61B-76.006, Florida Administrative Code. The requirement that the Corporation provide the type of required financial statement shall not apply if a majority of the Voting Interests present (in person or by proxy) at a duly called Members' meeting have determined for a fiscal year to waive such requirement. The Members' meeting shall be held prior to the end of the fiscal year and the waiver shall be effective for only one year.

6.9 Fiscal Year. The fiscal year shall be January 1-December 31, unless modified by the Board of Directors in accordance with IRS regulations.

6.10 Fees and Deposits for Assignments and Subleases. The assignment or sublease of Units is subject to the approval of the Board of Directors, as more particularly set forth in the Proprietary Lease. Whenever herein the Board's approval is required to allow the assignment or sublease of a Unit, the Corporation may charge a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal of a sublease with the same sublessee. The Corporation may also require as a condition to approving the sublease of a unit, the depositing into an escrow account maintained by the Corporation a security deposit in an amount not to

exceed the equivalent of one (1) months rent. The security deposit shall protect against damage to the common areas or Cooperative Property. Within fifteen (15) days after a sublessee vacates the Unit, the Corporation shall refund the full security deposit or give written notice to the sublessee of any claim made against the security. Disputes concerning the security deposit shall be handled in the manner set forth in Section 719106(1)(i) of the Cooperative Act.

7. **RULES AND REGULATIONS: USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend Rules and Regulations. Copies of such Rules and Regulations shall be furnished to each Member. Any Rules and Regulations created and imposed by the Board of Directors must be rationally related to a legitimate Corporation purpose. Rules and Regulations regarding Unit use shall be adopted by the Board of Directors as set forth in Section 4.9 above.

8. **COMPLIANCE AND DEFAULT: REMEDIES.** In addition to the remedies provided elsewhere in the Cooperative Documents, the following provisions shall apply:

8.1 **Fines, Suspensions and Demand for Rental Payments.**

(A) If a Unit owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Corporation, the Corporation may suspend the right of an owner or a Unit's occupant, licensee or invitee, to use common areas, common facilities or any other Cooperative Property until the monetary obligation is paid in full. The foregoing does not apply to portions of the common areas and Cooperative Property intended to be used only by that Unit, which must be used to access the Unit, utility services provided to the Unit or parking spaces. The Corporation may suspend, for a reasonable period of time, the right of a Unit owner, or a Unit owner's tenant, guest or invitee, to use the common areas, common facilities or any other Cooperative Property for failure to comply with any provisions of the Cooperative Documents. The Corporation may levy reasonable fines for the failure of the owner of the Unit, or its occupant, licensee or invitee to comply with any provision of the Cooperative Documents. The fines shall be in an amount deemed necessary by the Board of Directors to deter future violations. A fine may not exceed one hundred dollars (\$100.00) per violation, unless the Cooperative Act is amended to permit a higher amount per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The fine may not in the aggregate exceed one thousand dollars (\$1,000.00), unless the Cooperative Act is amended to permit a higher amount for a continuing violation. A fine does not become a lien against a Unit. A fine may not be levied and a suspension may not be imposed except after giving reasonable notice and an opportunity for hearing to the Unit owner and, if applicable, the Unit's licensee or invitee. The hearing must be held before a committee of other Unit owners. If the committee does not agree with the fine or suspension, it may not be imposed.

(B) The notice and hearing requirements set forth in (A) above do not apply to the Board of Director's imposition of a suspension against a Unit owner or a Unit's occupant, licensee or invitee because of the failure to pay any amounts due the Corporation. Such suspension must be imposed at a properly noticed meeting of the Board of Directors. After the imposition of the suspension, the Corporation must notify the Unit owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand-delivery.

(C) The Corporation may also suspend the voting rights of a Unit or Member due to non-payment of any monetary obligation due to the Corporation which is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Corporation. The notice and hearing requirements set forth in (A) above do not apply to a suspension of voting rights. A voting interest or consent right allocated to a Unit or Member which has been suspended



by the Corporation may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests require to approve an action under the Cooperative Act or the Cooperative Documents.

(D) Subject to the procedures and limitations set forth in Section 719.108(10) of the Cooperative Act, if a Unit is occupied by a tenant (described as a sublessee under the Proprietary Lease) and the Unit owner is delinquent in paying any monetary obligation due to the Corporation, the Corporation may make a written demand that the tenant pay to the Corporation the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit owner related to the Unit have been paid in full to the Corporation. The tenant must pay the monetary obligations to the Corporation until the Corporation releases the tenant or the tenant discontinues tenancy in the Unit. The Corporation may evict the tenant if the tenant fails to pay a required payment to the Corporation after written demand has been made to the tenant.

8.2 Mandatory Non-Binding Arbitration. Certain types of disputes are subject to alternative dispute resolution as provided for in Section 719.1255 of the Cooperative Act.

8.3 Availability of Remedies. Each Member, for himself or herself, his or her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Corporation and regardless of the availability of other legal remedies. It is the intent of all Members to give the Corporation methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Cooperative Property free from unreasonable restraint and annoyance.

9. AMENDMENT OF BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition to the Board of Directors signed by at least twenty percent (20%) of the Voting Interests.

9.2 Procedure. Upon any amendment being proposed as provided above, the proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or a notice that a vote will occur by written consents in lieu of a meeting. A proposed amendment shall contain the full text of the language with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Laws, Section \_\_\_ for present text."

9.3 Vote Required. Except as otherwise provided by law, a proposed amendment must be approved by at least two-thirds (2/3) of the Voting Interests at an annual or special Members' meeting at which a quorum has been established (142 Units). These By-Laws shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these By-Laws. The Board of Directors shall have the authority to amend these By-Laws in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend these By-Laws to correct scrivener's errors or omissions, and amend and restate these By-Laws in order to consolidate into one (1) document amendments previously adopted by the Members or the Board of

Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

9.4 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of a cooperative parcel shares the common expenses and owns the common surplus, unless the record owner of the Unit, and all record owners of liens on it join in the execution of the amendment and unless the record owners of all other Units approve the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of the Mobile Home Village or of Units without the consent of the mortgagees in each instance.

9.5 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

## 10. OFFICIAL RECORDS.

10.1 Maintenance of Official Records. The Corporation shall maintain all of the following items, if applicable, that are required to be maintained as "official records" pursuant to Section 719.104(2) of the Cooperative Act:

- (A) A copy of any plans, permits and warranties.
- (B) A copy of the Cooperative Documents and a copy of all amendments to the foregoing documents.
- (C) A book or books that contain the minutes of all meetings of the Members and the Board of Directors, which minutes must be retained for a period of not less than seven (7) years.
- (D) A current roster of all Unit owners and their mailing addresses, Unit identifications, and, if known, telephone numbers. The Corporation shall also maintain the electronic mailing addresses and facsimile numbers of Unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from the Corporation's records when consent to receive notice by electronic transmission is revoked. However, the Corporation is not liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices.
- (E) All current Corporation insurance policies.
- (F) A current copy of any management agreement, lease, or other contract to which the Corporation is a party or under which the Corporation or the Unit owners have an obligation or responsibility.
- (G) Bills of sale or transfer for all Corporation owned property.
- (H) Accounting records and separate accounting records for each Unit is operates, according to

good accounting practices. which shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:

- (1) Accurate, itemized and detailed records of all receipts and expenditures.
  - (2) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
  - (3) All Corporation audits, reviews, accounting statements, and financial reports.
  - (4) All contracts for work to be performed. Bids for work to be performed are also considered official records and shall be maintained for a period of one (1) year.
- (I) Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by Unit owners, which shall be maintained for one (1) year from the date of the election, vote, or meeting to which the document relates.
  - (J) All rental records where the Corporation is acting as agent for the rental of Units.
  - (K) A copy of the current Question and Answer Sheet as described in Section 719.504 of the Cooperative Act.
  - (L) All other Corporation records not specifically included in the foregoing list which are related to the Corporation's operations.

10.2 Access to Official Records. The Corporation's official records are open to inspection by any Member or the authorized representative of such Member at all reasonable times within five (5) working days after receipt of a written request by the Board of Directors or its designee. The Corporation may comply with this requirement by having a copy of the official records available for inspection or copying in the Mobile Home Village. The right to inspect the records includes the right to make or obtain copies, at the expense, if any, of the Member. The Board of Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Corporation's failure to provide the records within ten (10) working days after receipt of a written request creates a rebuttable presumption that the Corporation willfully failed to comply with this Section. A Member who is denied access to official records is entitled to the actual damages or minimum damages for the Corporation's willful failure to comply with this Section. The minimum damages shall be Fifty Dollars (\$50.00) per calendar day up to ten (10) days, the calculation to begin on the 11<sup>th</sup> day after receipt of the written request. The Corporation shall maintain in the Mobile Home Village an adequate number of copies of the Cooperative Documents, and all amendments thereto, as well as the question and answer sheet to ensure their availability to Members and prospective purchasers. The Corporation may charge its actual costs for preparing and furnishing these documents to those requesting the same.

10.3 Official Records Exempt from Inspection and Copying. The following records shall not be accessible to Unit owners:

- (A) A record prepared by a Corporation attorney or prepared at the attorney's express direction; that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Corporation; or that was prepared exclusively for civil or criminal litigation or for adversarial administrative

proceedings or in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, until the conclusion of the litigation or proceedings.

(B) Information obtained by the Corporation in connection with the approval of the sublease, sale or other transfer of a Unit.

(C) Medical records of Unit owners.

Within fifteen (15) days after receipt of a written request by an owner or mortgagee, or their designees, the Corporation shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Corporation by the Unit owner with respect to the cooperative parcel have been paid. Any person other than the Unit owner who relies upon such certificate shall be protected thereby. Notwithstanding any limitation on transfer fees contained in Section 719.106(1)(i) of the Cooperative Act, the Corporation or its authorized agent may charge a reasonable fee for the preparation of the certificate.

The Corporation or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Mobile Home Village or Corporation other than information or documents required by the Cooperative Act to be made available or disclosed (for example, an estoppel letter). The Corporation or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder or the current Unit owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed One Hundred Fifty Dollars (\$150.00) plus the reasonable cost of photocopying and any attorney's fees incurred by the Corporation in connection with the Corporation's response.

## 11. COMPETITIVE BIDDING.

11.1 Requirements. All contracts as further described below or any contract that is not to be fully performed within one (1) year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Corporation in accomplishing its purposes under the Cooperative Act, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Corporation in an amount which in the aggregate exceeds five percent (5%) of the Corporation's budget, including reserves, the Corporation shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Corporation to accept the lowest bid.

11.2 Exceptions. Notwithstanding the foregoing, contracts with employees of the Corporation, and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services are not subject to the provisions of Section 11.1 above. If a contract was awarded under the competitive bid procedures of Section 11.1 above, any renewal of that contract is not subject to such competitive bid requirements if the contract contains a provision that allows the Board of Directors to cancel the contract on thirty (30) days notice. Materials, equipment or services provided to the Corporation pursuant to a local government franchise agreement by a franchise holder are not subject to the competitive bid requirement. A contract with a manager, if made by a competitive bid, may be made for up to three (3) years.

11.3 Emergency. Nothing contained in Section 11.1 above is intended to limit the ability of the Corporation to obtain needed products and services in an emergency.

11.4 Sole Source of Supply. Section 11.1 above shall not apply if the business entity with which the Corporation desires to enter into a contract is the only source of supply within Collier County.

12. INDEMNIFICATION. To the fullest extent permitted by Florida law, the Corporation shall indemnify and hold harmless every Director and every officer of the Corporation against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Corporation. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Corporation. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled, but such rights shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interests of the Corporation, in a proceeding by or in the right of the Corporation to procure a judgment in its favor.

B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

13. PROPRIETARY LEASE AND MEMBERSHIP CERTIFICATE.

13.1 Issuance. Two hundred twelve (112) proprietary leases shall be issued by the Corporation. One proprietary lease shall be issued to each Lessee of a Unit in the Cooperative. The initial membership price for the membership certificates and the proprietary leases shall be set from time to time by the Board of Directors.

13.2 Execution. All proprietary leases shall be signed by the President or Vice President and shall have the corporate seal affixed. Membership certificates shall be signed by the President and Secretary and shall have the corporate seal affixed.

13.3 Form of Proprietary Lease. The form of proprietary lease is as recorded in O.R. Book 2121 at Page 1881 of the Public Records of Collier County, Florida, as the same may be amended from time to time.

13.4 Form of Membership Certificate. The form of membership certificate shall be determined by the Board of Directors.

13.5 Transfers. Transfers of membership certificates shall be made only on the books of the Corporation. The existing certificate, properly endorsed, shall be surrendered and canceled before a new certificate is issued. Transfers of proprietary leases shall be made by written assignment, executed with the formalities of a deed, recorded in the Public Records of Collier County, Florida. Proof of the executed and recorded assignment, and assumption by the assignee, of the proprietary lease, shall be required by the Corporation before the corresponding membership certificate shall be canceled and reissued. All transfers of proprietary leases and membership certificates are subject to these Bylaws and

the Proprietary Lease.

13.6 Votes. Each proprietary lease shall entitle the lessee and holder of the membership certificate to one (1) vote in the meetings of the Corporation. There shall be a total of two hundred twelve (212) votes.

13.7 Liens. The Corporation shall have a first lien on all of the individual leases, membership certificates and Units in the name of each Member for debts due the Corporation by such Member.

13.8 Memorandum of Proprietary Lease. In lieu of recording a complete and full proprietary lease, a memorandum of proprietary lease may be recorded in the Public Records of Collier County, Florida.

13.9 Conditions of Acceptance of Membership Certificates. Upon the acceptance of the membership certificate, the Member agrees that the rights under such certificate shall incorporate the following:

“The rights of any holder of this membership certificate are subject to the provisions of the Articles of Incorporation and the Bylaws of the Corporation and to all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Corporation, as Lessor, and the person in whose name this certificate is issued, as Lessee, for a Unit in the MOBILE HOME VILLAGE which is owned by the Corporation and operated as a “Cooperative”, which proprietary lease limits and restricts the title and rights of any transferee of this certificate and imposes a lien on this certificate to secure payment of assessments, common expenses and other sums which may become due to the Corporation from the holder hereof.”

14. EASEMENTS. Each of the following easements is a covenant running with the land of the Mobile Home Village, to wit:

14.1 Utility Services; Drainage. Easements are reserved under, through and over the Cooperative Property as may be required for utility services and drainage in order to serve the Mobile Home Village. Such reservation is also contained in the Proprietary Lease. A Member shall do nothing on or under the Unit that interferes with or impairs the utility services using these easements. The Corporation has the irrevocable right of access to each Unit from time to time, in order to fulfill the Corporation’s obligations and as necessary to prevent damage to the Cooperative Property or another Unit.

14.2 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, other portions of the Cooperative Property as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Cooperative Property as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of the Members, mortgagees or lessees, and those claiming by, through or under the aforesaid.

14.3 Covenant. All easements of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Mobile

Home Village and the Corporation, and, notwithstanding any other provisions of these Bylaws, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

**15. ACQUISITION OF ADDITIONAL LANDS; RECREATIONAL AND OTHER FACILITIES.** From time to time, the Corporation shall have the right to purchase and add additional lands to the Cooperative Property, which lands may or may not be converted to cooperative. Such action shall require the approval of two-thirds (2/3) of the Voting Interests. Thereafter, the Board of Directors shall have all of the powers and duties with respect to such lands as the Board of Directors has with respect to the Mobile Home Village. The Corporation, acting through its Board of Directors, shall have the right to modify, add, delete, substitute or otherwise develop recreational and/or other facilities and amenities of the Mobile Home Village. If such action would materially alter or modify the appurtenance of a Unit, then such action shall require the approval of a majority of the Voting Interests. Thereafter, the Board of Directors shall have all of the powers and duties necessary and/or convenient to accomplish the proposed action.

**16. MISCELLANEOUS.**

16.1 Gender. Whenever the masculine or singular form of a pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

16.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

16.3 Conflict. If an irreconcilable conflict should exist, or hereafter arise, with respect to these By-Laws and the Cooperative Act, the Cooperative Act shall control. If an irreconcilable conflict should exist, or hereafter arise, with respect to these By-Laws and the proprietary leases, the provision of these By-Laws shall prevail. If an irreconcilable conflict should exist, or hereafter arise, with respect to these By-Laws and the Articles of Incorporation, the provision of these By-Laws shall prevail.

16.4 Certificate of Compliance. In accordance with Section 719.1055(5) of the Cooperative Act, a certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code.

4664049 v7

# State of Florida



## Department of State

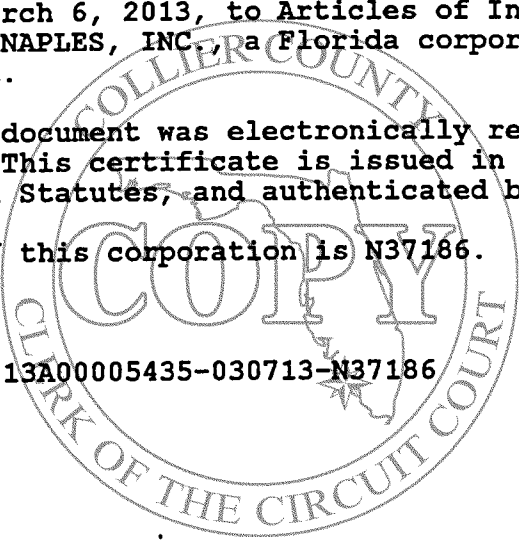
I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 6, 2013, to Articles of Incorporation for WINDJAMMER VILLAGE OF NAPLES, INC, a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000052566. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N37186.

Authentication Code: 013A00005435-030713-N37186

-1/1



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventh day of March, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State



Articles of Amendment  
to  
Articles of Incorporation  
of

**Windjammer Village of Naples, Inc.**

(Name of Corporation as currently filed with the Florida Dept. of State)

**N37186**

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

\_\_\_\_\_ *The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

**B. Enter new principal office address, if applicable:**

(Principal office address **MUST BE A STREET ADDRESS**)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

*Name of New Registered Agent:* \_\_\_\_\_

(Florida street address)

*New Registered Office Address:*

\_\_\_\_\_, Florida \_\_\_\_\_  
(City) (Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

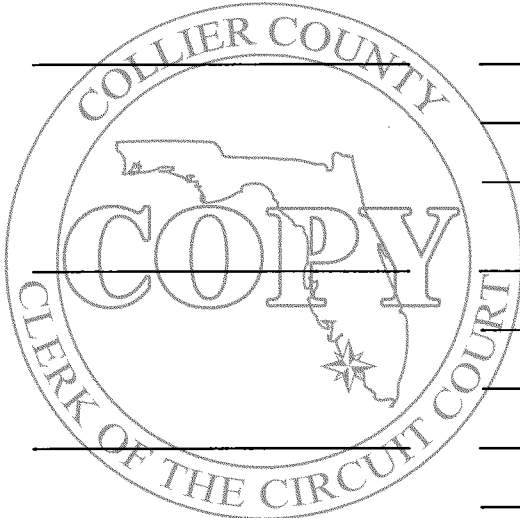
*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

Example:

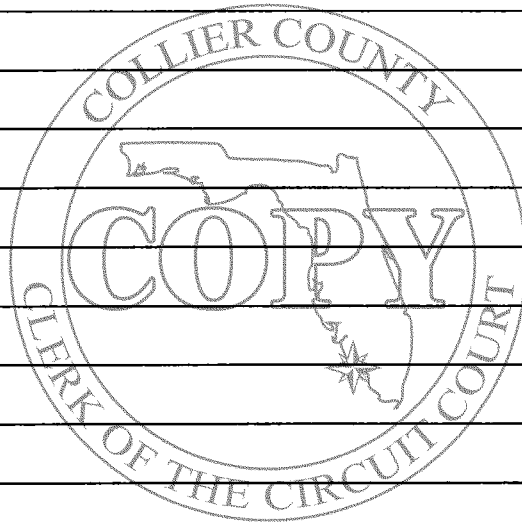
<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____



**E. If amending or adding additional Articles, enter change(s) here:**  
*(attach additional sheets, if necessary). (Be specific)*

See Exhibit "A" attached hereto



The date of each amendment(s) adoption: February 27, 2013

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated March 4 2013

Signature Richard Okerberg

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Richard Okerberg  
(Typed or printed name of person signing)

President  
(Title of person signing)

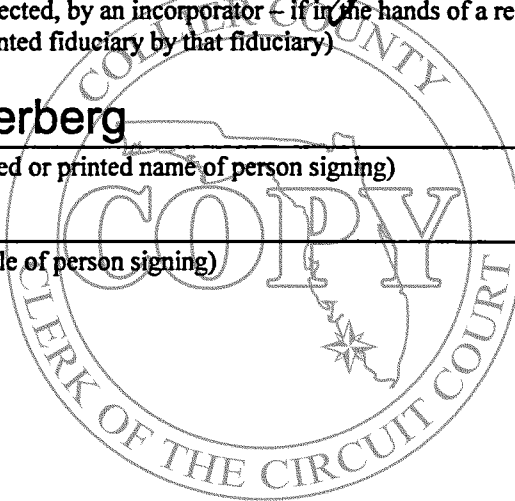


Exhibit u A 11

H13000052566 3

AMENDMENTS TO RESTATED ARTICLES OF INCORPORATION

WINDJAMMER VILLAGE OF NAPLES, INC.

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

Article 6 and Section 8.2 of the Restated Articles of Incorporation are amended as follows:

ARTICLE 6. DIRECTORS

The Board of Directors shall consist of not less than three nor more than nine (9) members who are elected in accordance with the By-Laws, at the annual members' meeting by a plurality of votes cast. ~~The names and address of the persons who are currently serving as directors until their successors are elected and qualified, or until their earlier resignation, removal from office or death, are as follows:~~

<u>Name</u>	<u>Address</u>
LYNNE LLOYD	7 Oceans Boulevard Naples, Florida 34104
VIRGINIA KRABbenhOFT	144 Arctic Way Naples, Florida 34104
IRIS BRYAN	9 Oceans Boulevard Naples, Florida 34104
HARRY QUINN	13 Oceans Boulevard Naples, Florida 34104
SAM SORKILMO	159 Seven Seas Way Naples, Florida 34104
JAMES CRYDER	134 Arctic Way Naples, Florida 34104
GEORGE POWERS	109 Oceans Boulevard Naples, Florida 34104
DON TALLON	99 Oceans Boulevard Naples, Florida 34104
MERRIT SUMMERS	193 Oceans Boulevard Naples, Florida 34104

ARTICLE 8. PROVISIONS FOR THE REGULATION OF THE BUSINESS  
AND FOR THE CONDUCT OF THE AFFAIRS OF THE CORPORATION

(Section 8.1 unchanged)

8.2 Bylaws. The power to amend or repeal the Bylaws or to adopt new Bylaws shall be in the members as provided in the Bylaws, ~~but the affirmative vote of the members of two thirds (2/3) shall be necessary to exercise that power.~~ The Bylaws may contain any provisions for the regulation and management of the Corporation which are consistent with the Acts and these Articles of Incorporation.

