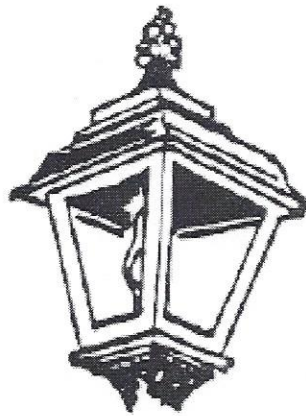


COACH LIGHT MANOR ASSOCIATION, INC
18050 South Tamiami Trail #4
Ft. Myers, Florida 33908



BYLAWS

Amended and Approved
February 2014

Amended and Approved
September 12, 2016

Amended and Approved
February 27, 2018



COACH LIGHT MANOR ASSOCIATION, INC
18050 South Tamiami Trail #4
Ft. Myers, Florida 33908

February 24, 2018

Ms. Linda Doggett
Clerk of Court
P.O.Box 2278
Fort Myers, FL 33902-2278

Dear Ms. Doggett,

Attached are the Coach Light Manor Association Amended and Restated Bylaws that we are submitting to be recorded. These amended and restated bylaws were approved by our Members at our February 21, 2018 Annual Membership Meeting. The past Bylaws were recorded under number 759121.

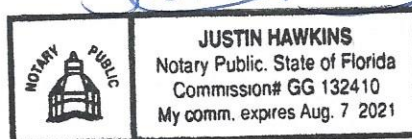
If you have questions with this request, please contact us at 239-267-3040 or coachlightoffice@gmail.com. Thank you.

Sincerely,

Richard Knipper
President, Coach Light Manor



Signed before me on 2/26/2018
by Richard Knipper DL# K516-752-47-220-0




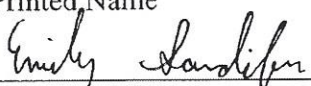
CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED BYLAWS
OF
COACH LIGHT MANOR ASSOCIATION, INC.

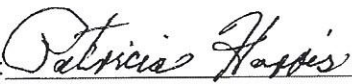
I HEREBY CERTIFY that the following amendments to the Amended and Restated Bylaws of Coach Light Manor Association, Inc. were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 12th day of September 2016. Said amendments were approved by a proper percentage of voting interests of the Association. Coach Light Manor Association, Inc. was created by filing the Articles of Incorporation with the Florida Department of State on July 13, 1981. The Amended and Restated Bylaws are recorded at Instrument No. 2014000045726 of the Public Records of Lee County, Florida.

WITNESSES (TWO):

COACH LIGHT MANOR ASSOCIATION, INC.


Signature
Dillon J. Welsh
Printed Name


Signature
Emily Sandifer
Printed Name

BY: 
Patricia Harris, President
Date: 9-14-16

(CORPORATE SEAL)

STATE OF Florida,
COUNTY OF LOL) SS:

STATE OF

The foregoing instrument was acknowledged before me this _____ day of _____ ably
2016, by Patricia Harris as President of Coach Light Manor Association, _____, Florida
Corporation, on behalf of the corporation. She is personally known to me or has _____ produced (type
of identification) FL Drivers License as identification.

Poe SERENA ITTENBACH
* MY COMMISSION 152969
EXPIRES: November 21, 2018

Bonded Thru Budget Notary 


Notary Public

Serena Uttenbach
Printed Name

My commission expires: 11 21 2018

COACH LIGHT MANOR ASSOCIATION, INC.
18050 S. TAMiami TRAIL #4
FORT MYERS, FL 33908
239-267-3040
March 3, 2014

Ms. Linda Doggett,
Clerk of Court
P. O. Box 2278
Fort Myers, FL 33902-2278

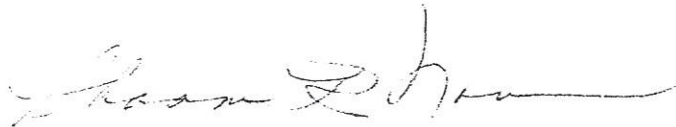
INSTR # 2014000045726, Pages 30
Doc Type RES, Recorded 03/06/2014 at 09:59 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$256.50
Deputy Clerk LFAHRNER
#1

Dear Ms. Doggett:

Attached are the Coach Light Manor Amended and Restated Bylaws that we are submitting to be recorded. These Amended and Restated Bylaws were approved by our Members at our February 19, 2014, Annual Membership Meeting. The past Bylaws were recorded under number 759121.

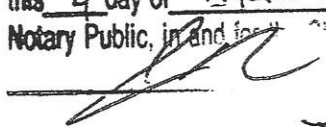
If you have any questions regarding this request, please let us know. Your assistance in this matter is appreciated.

Sincerely,



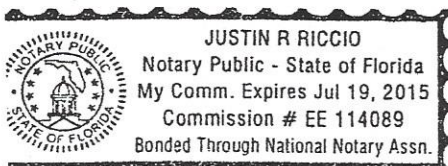
Shannon R. Noonan
President Coach Light Manor

SRN:sw
Enclosures (28)

Sworn to and subscribed before me, in my presence
this 4 day of March, 2014. A Florida
Notary Public, in and to the presence of Shannon R. Noonan at Large
 Notary Public

My Commission Expires

July 19, 2015



BYLAWS
COACH LIGHT MANOR ASSOCIATION, INC.
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**AMENDED AND RESTATED BYLAWS OF
COACH LIGHT MANOR ASSOCIATION, INC.**

ARTICLE I — IDENTITY

These are the amended and restated Bylaws of Coach Light Manor Association, Inc., a corporation not for profit, organized pursuant to Chapter 617, Florida statutes, and subject to all Federal, State and local laws and directives as they apply to associations operating under Chapter 719, Florida statutes for the purpose of administering Coach Light Manor Inc., a Cooperative located in Fort Myers, Lee County, Florida. These amended Bylaws were duly adopted by the Association membership at a duly posted meeting of the Association on the 21ST day of February 2018. Said amendments were passed by a proper percentage of votes of the voting interests of the Association. All other Bylaws are hereby revoked and superseded.

ARTICLE II – OFFICE

The principal office of the corporation shall be a Coach Light Manor Mobile Home Park (hereinafter called "the Park"), 18050 South Tamiami Trail, Fort Myers, Florida 33908, in quarters assigned for that purpose by the Board of Directors in the County of Lee, State of Florida.

ARTICLE III – DEFINITIONS (F.S.719.103; Adm.Code.61B-75)

Amended February 21, 2018

Recorded February 27, 2018

1. "Assessment" means a share of the funds required for payment of common expenses, which from time to time is assessed against the unit owners.
2. "Association" means the corporation not for profit that owns the record interest in the cooperative property or leasehold of the property of a cooperative and that is responsible for the operation of the cooperative.
3. "Board of Administration" means the board of directors responsible for administration of the association.
4. "Bylaws" mean the Bylaws of the Association, as they may be amended from time to time.
5. "Electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through an automated process, such as a printer or a copy machine. Examples of electronic transmission include, but are not limited to, telegrams,

facsimile transmission of images, and text that is sent via electronic mail between computers. Electronic transmission does not include oral communication by telephone.

6. "Committee" means a group of Board members, Unit Owners, or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board. The authority of any Committee shall be limited to such authority as is specifically delegated by the Board of Directors.

7. "Common Area" means the portions of the cooperative property not included in the units.

8. "Common Expenses" means all expenses and assessments properly incurred by the Association for the cooperative.

9. "Common Surplus" means the excess of all receipts of the Association - including but not limited to assessments, rents, profits, and revenues on account of the common areas — over the amount of common expenses.

10. "Cooperative" means that form of ownership of real property wherein legal title is vested in a corporation or other entity and the beneficial use is evidenced by an ownership interest in the Association granted by the Association as the owner of all the cooperative property.

11. "Cooperative Documents" means:

A. The documents that create a cooperative, including but not limited to Articles of Incorporation of the Association, Bylaws, and the ground lease or other underlying lease, if any.

B. The documents evidencing a unit owner's membership or share in the Association.

C. The document recognizing a unit owner's title or right of possession of his/her unit.

12. "Mail" means United States Postal Service First Class delivery.

13. "Majority" means just over half rounded to the next whole number.

14. "Material Alteration" means an alteration which palpably or perceptively varies or changes the form, shape, elements or specifications of the common elements or areas in such a manner as to appreciably effect or influence its function, use or appearance.

15. "Unit" means a part of the cooperative property which is subject to exclusive use and possession, and shall be defined as the mobile home site, as defined by Site Number in the Occupancy Agreement.

16. "Unit Owner" or "Owner of a Unit" means the person holding a share in the Cooperative Association and a lease or other muniment of title or possession of a unit that is granted by the Association as the owner of the cooperative property.

17. "Voting Interest" Means and refers to the one (1) vote appurtenant to each Unit. There are 179 Units, so that total number of Voting Interest is 179.

ARTICLE IV – MEMBERSHIP

1. Membership

A. Membership in the Association is limited to owners of mobile homes located in the Park. Residency in the mobile home located on a Unit is limited to two (2) adults. However, the Board retains authority to modify this requirement based on handicap/hardship conditions and applicable law. A membership certificate, which shall entitle the owner(s) of the mobile home to place said mobile home on a particular Unit, shall be issued to the mobile home owner(s) of record, as evidenced by the title to the mobile home. The membership certificate cannot be used as collateral for a loan or redeemed by the Association except on sale, transfer, or probate action of the Unit Owner's/Owners' mobile home and /or membership interest. In the case of a husband and wife wherein there is not joint ownership of the mobile home, the mobile home owner of record may authorize both signatures to be on the membership certificate which will thereby provide both with full membership privileges.

B. In a case where natural or adopted children purchase a mobile home for the living purpose of their parents, the mobile home owner(s) of record may authorize the inclusion of their parent/parents' name on the membership certificate, thereby providing them with full membership privileges, except voting rights. Voting rights may be extended by the Unit Owner through proxy or indefinitely through Power of Attorney assignment. These provisions shall be construed to provide no more than one vote per Unit.

C. No more than one mobile home in the Park may be owned, or any interest held therein, by any one person and, as such, no one person may hold an interest in more than one Unit, except as stated in Article XVI, paragraph 5.

2. Cooperative Parcels, Appurtenances, Possession, and Enjoyment (F.S.719.105)

A. Each cooperative parcel has appurtenances thereto:

1) Evidence of membership in the Association with the full voting rights appertaining thereto.

2) A membership certificate authorizing the placement of a mobile home on a designated Unit.

3) The exclusive right to that portion of the Common Areas as may be provided by the Cooperative Documents.

4) An equal and undivided share in the assets of the Association.

5) An undivided share in the Common Surplus attributable to the Unit.

6) Each Unit Owner is entitled to the exclusive possession of his Unit. He is entitled to use the Common Areas in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the rights of other Unit Owners.

7) When a Unit is rented, the tenant has all the use rights in the Association property available for use generally by the Unit Owner. The Unit Owner does have such rights as a landlord to assure the Unit is being properly cared for. Dual usage of a Unit by the Unit Owner and a tenant is prohibited and subject to legal action.

8) Obligation of Unit Owners

a) Each Unit Owner, each tenant and other invitee, shall be governed by and shall comply with the Cooperative Documents, and the provisions thereof shall be deemed expressly incorporated into the membership certificate. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association against the Unit Owner, the tenant of a Unit, or any other invitee occupying a Unit, in accordance with the provisions contained herein. In any legal proceeding arising out of an alleged failure of a Unit Owner, family member, tenant, guest, invitee, occupant or the Association to comply with the requirements of the Cooperative Act or the Cooperative Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal.

ARTICLE V – FAIR HOUSING ACT

The Fair Housing Act as amended August 18, 1995 provides that at least 80% of the units shall be used and occupied solely as residences by the owners thereof, their families, or approved tenants, provided that at least one (1) person over the age of fifty-five (55) years must be a permanent occupant of each unit, while any person occupies said unit. Persons under the age of fifty-five and more than eighteen (18) years of age may occupy and reside in a unit as long as at least one of the occupants is over the age of fifty-five (55). No person under the age of eighteen (18) years shall be allowed to permanently reside in or occupy a unit for more than thirty (30) days in any twelve-month period. The owner or owners of a unit shall be considered the permanent occupant or occupants of the unit unless:

a) The unit is rented, in which case the tenant or tenants - shall be considered the permanent occupant(s), or

b) The owner or owners are absent from the unit for a period longer than thirty (30) consecutive days, and allow the unit to be occupied by guests (including noncustodial family members, such as grown children), or other persons, in which event the occupant(s) or guest(s) in possession shall then be considered the permanent occupant(s), (visitors/guests occupying the unit during an absence of the owner(s) of MORE than thirty (30) consecutive days shall include at least one person fifty-five (55) years of age or over, and such visitors/guests shall then be considered the permanent occupants for the length of their stay), or

c) The owner or owners are not in possession of the unit, the owners have not left personal possessions in the unit such as furniture or clothing, or the unit is vacant and available for rent or sale as evidenced by advertising for same, in which event the unit shall be deemed not to have a permanent occupant and shall be considered vacant for purposes of applying applicable standards under the Fair Housing Amendment Act of 1995.

When the owner or owners are absent from the unit for a period of less than thirty (30) days they remain as the permanent occupant, and for that period they may permit the unit to be occupied by adult children or guests who do not meet the minimum age requirement, as permanent occupants.

When a unit is owned by a corporation, partnership, trust or any entity other than natural persons, said unit owner shall be required to designate in writing a primary occupant who shall be considered the permanent occupant or resident of the unit, unless the unit is subject to a lease or other occupancy which may qualify as stated above.

Notwithstanding any provision hereof, the Association in its sole discretion, and on the basis of individual conditions, shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) years of age to permanently reside in the community, provided that said exception will not be permitted in situations where granting of the hardship exception would result in less than eighty percent (80%) of the units in the community having at least one permanent occupant fifty-five (55) years of age or over. In addition, significant facilities and services specifically designed to meet the physical or social needs of older persons must be available in the community. The Association intends that the Park shall be a community which falls within the provisions of the exemption to the Fair Housing Act. All sales and rentals of units shall be subject to prior approval of the Association to ensure compliance with this provision. The Association may require approval of the use of a uniform application and may require such information as is necessary to ensure compliance with this provision. Applications for sale or rent shall be denied, without further liability to the Association, if the proposed occupant(s) do not meet the requirements of the provision. In the case of handicapped person, handicap aids required for their use in common areas may be approved by the Association. However, any construction costs incurred in the providing of such aids, and the removal of such aids when no longer required, will be charges to the handicapped person.

ARTICLE VI – RIGHT OF ACCESS TO UNITS

The Association has the irrevocable right to access each unit from time to time when the owner may be present or absent, when necessary for an emergency situation. In the event of the unit owner's absence, any person authorized to care for the unit will be notified and the Association will notify the unit owner of any action taken.

ARTICLE VII — OFFICIAL RECORDS

1. The Association shall maintain a copy of the applicable official records as prescribed in F.S. 719.104(2), and specifically include a current copy of the question and answer sheet as described in F.S. 719.505, and all other records specifically included in F.S. 719.104(2) which are related to the operation of the Association. The association shall maintain among its official records, which shall be accessible to the owners or their duly authorized representatives, all consent forms including electronic numbers, addresses and locations, all affidavits, all fax receipts of notice and related communications, copies of all electronic notices and attachments sent by the association, and any other record created or received by the Association related to the electronic transmission of meeting notices, unless removed in accordance with section FS 719.104(2)(a)5. Electronic records may be maintained in electronic or paper format, but must be available for inspection and copying upon Unit Owner request. (Florida Administrative Code 61B-75.002(6))

2. The records of the Association shall be made available to the Unit Owner within five (5) working days after receipt of written request to the Board or designee. Such request must specifically identify the record(s) and information desired. An updated copy of the official records available for inspection will be kept in the Association office.

3. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member on written request to the Secretary and will be provided at reasonable times as established from time to time by the Secretary. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies at the reasonable expense, if any, of the Association member. The Association shall adopt reasonable rules regarding the frequency, time, location, notice and the manner of records inspection and copying. The failure of the Association to provide the records within ten (10) working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. The minimum damages shall be fifty dollars (\$50) per calendar

day up to ten (10) days, the calculation to begin on the eleventh (11th) day after receipt of the written request. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to unit owners. (Ref. F.S.719.104(13)(c);1;b,c

A. A Record that was prepared by an Association 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 Association; or that was prepared exclusively for criminal or civil litigation or imminent adversarial administrative proceedings, until the conclusion of the litigation of adversarial administrative proceedings.

B. Information obtained by the Association in connection with approval of the lease, sale or other transfer of a unit.

C. Medical records of unit owners.

D. The official records will be maintained in the Association office, in bank repository or Board approved storage facilities as applicable. The official records will not be permitted to leave the Association premises or bank repository or Board approved storage facilities without the permission and control of the individual responsible for the maintenance of the official records. The Official Records of the Association shall be maintained within the State.
(F.S.719.104(13)(b)

ARTICLE VIII – INSURANCE (F.S.719.104(3);F.S.719.106(1)(k)

1. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association property which it is required to carry by law and under the documents and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association. To the extent permitted by law the Association may self-insure. The Association shall also obtain and maintain liability insurance for Directors and Officers, insurance for the benefit of Association employees. A copy of insurance coverage in effect will be kept on the office and club house bulletin boards.

2. Required Coverage

The Association shall maintain adequate insurance to afford the following protection:

A. Property

Loss or damage by fire, extended coverage (including windstorm), vandalism, malicious mischief, and other hazards covered by the standard "All Risk" property contract.

B. Liability

Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the unit owners as a group.

C. Automobile

Automobile liability for bodily injury and in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

D. Workers' Compensation

The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

E. The Board shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used herein, the term "persons who control or disburse funds of the Association includes, but is not limited to, those individuals authorized to sign checks, and President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding and insurance. (F.S.719.106(1)(k))

F. Directors and Officers Liability

3. Liability and property damage coverage on individual units is the unit owner's responsibility under his/her home owner's insurance.

ARTICLE IX - FINANCIAL REPORTS (F.S.719.104(4)(a))

Amended February 21, 2018

Recorded February 27, 2018

Within ninety (90) days following the end of the fiscal year the Board of Directors of the Association shall by mail, personal delivery or electronic transmission, furnish to each unit owner, a complete financial report of actual receipts and expenditures for the previous twelve months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting procedures.

ARTICLE X – ASSESSMENTS AND COMMINGLING OF FUNDS (F.S.719.104(7))

Amended February 21, 2018
Recorded February 27, 2018

1. Assessments

A. The Association has the power to make and collect assessments; to lease, maintain, repair, and replace the common areas. However, the Association may not charge a use fee against the unit owners for the use of common areas unless approved by a majority vote of the Association or unless the charges relate to expenses incurred by an owner having exclusive use of common areas. Assessments charged to unit owners are based on the following factors:

1. Maintenance and operational costs;
2. Water use charge — based on unit owner use;
3. Sewer charge - based on unit owner use;
4. Administrative costs.

2. Special Assessments

A. Special assessments may be charges to unit owners for expenses above those anticipated in the annual budget. The Board may consider a special assessment in a general or special meeting; however, notice of the meeting will include a statement that a special assessment will be considered. If the special assessment is approved, a written notice stating its specific purpose and implementation date shall be delivered by mail, personal delivery or electronic transmission to each unit owner.

B. The funds collected from the special assessment shall be used only for the specific purpose or purposes set forth in the notice or returned to the unit owners. Upon completion of such specific purposes, any excess funds shall be considered a common surplus and may be distributed in accordance with ARTICLE XII, 16, D.

3. Assessment Collection

A. Assessment for the items of park expenses described in Paragraph 1.A. above are due no later than the fifth day of the month excluding Saturday, Sunday, and legal holidays which may occur during the first week of the month. Monthly maintenance assessments not paid when due as stated above will be charged at an interest penalty of eighteen percent (18%) per annum, and an administration fee of one dollar (\$1.00) per day retroactive to the first day of the month but not to exceed twenty-five dollars (\$25.00) per month for each month the assessment is unpaid, in accordance with F.S. 719.108(3) (4). Collection of assessments shall be made as specified by the Board of Directors. A claim of lien may be recorded for collection of delinquent assessments, which claim shall include payment of interest and payment of attorney fees. All or a portion of delinquency penalty may be forgiven by the Association if a satisfactory explanation is received. No Unit Owner may be excused from the payment of his/her share of the

assessments of a Cooperative unless all other Unit Owners are likewise excused from payment.
(F.S. 719.108(8)(a)

4. Commingling of Funds

All funds shall be maintained separately in the Association's name. Reserve and operation funds of the Association shall not be commingled.

**ARTICLE XI - CORPORATE ENTITY, AUTHORITY AND POWERS (F.S.719.104(8);
719.106(a)(a)1.;719.104(8)(a)(b)(c), (10)**

1. Corporate Entity

A. Management (F.S.719.106(1)(a)1.

The Association shall be managed by a Board of Directors consisting of seven (7) members who shall be elected in accordance with the provisions contained herein. All Directors shall be Unit Owners of the Association. The terms of office shall be for two (2) years which will be served on a staggered basis. There is no restriction to the number of terms a unit owner may serve as a Director. In the event a unit owner has been appointed to serve an unexpired term of a director, the term served in the appointed position shall not be considered as an elected position. Such director shall be eligible for a full term of two years if nominated and elected in a succeeding year. A director may resign at any time by submitting his/her resignation in writing to the President. The office becomes vacant as soon as the resignation is tendered. Such vacancies shall be filled by the Board within thirty (30) days of the receipt of the resignation.

2. Responsibility (F.S.719.104(8)(a)(b)(c))

The officers and directors of the Association have a fiduciary relationship to the unit owners. An officer, director, or manager who knowingly solicits, offers to accept, or accepts any thing of value is subject to a civil penalty. However, this paragraph does not prohibit an officer, director, or manager from accepting services or items received in connection with trade fairs or education programs.

3. A director of the Association who is present at a meeting of the Board at which any action on any corporate matter is taken is presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. The abstaining director will declare the condition of the conflict and the majority of the board will determine by vote if the conflict justifies the abstention. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote of abstention for each member present shall be recorded in the minutes.

4. A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

5. Powers F.S.719.104(10)

A. All corporate powers stated herein and set forth in Chapters 607 and 617 of the Florida Statutes shall be exercised by or under the authority of, and the business affairs of the Association shall be managed under, the direction of the Board of Directors. Membership in the Board of Directors is restricted to unit owners.

B. The Board shall have the power to make policy decisions, ensuring overall supervision for execution of policies, and for supervision of the day-to-day operations of the Association.

C. The Board shall have the power to establish assessments, fees, charges, and fines as may be deemed necessary.

ARTICLE XII – DUTIES

Amended February 21, 2018

Recorded February 27, 2018

1. A director shall perform his duties in good faith and in a manner he reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person would use under similar circumstances. In performing his duties as a director he shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case represented by:

A. One or more officers or employees of the Association the director reasonably believes to be reliable and competent in matters presented. Counsel, public accountants, or other persons as to the matter which the director reasonably believes to be within such person's professional or expert competence.

B. A committee of the Board on which he does not serve and is duly designated in accordance with provisions of these Bylaws, as to matters within its designated authority, which the director reasonably believes to merit confidence.

2. A director shall not be considered to be acting in good faith if he has knowledge concerning a matter in question that would discredit the Association, cause physical damage, financial loss, or illegal procedures, and not bring them to the attention of the Board.

3. Each member of the Board, including the President, shall vote on motions brought before it. A member shall not abstain except where a conflict of interest exists. The nature of the conflict of interest and the reason for abstaining shall be disclosed to the other members of the Board and recorded in the minutes of the meeting.

4. A Board member shall not vote by proxy, nor shall secret votes be taken.

5. The Board has the authority to pay reasonable compensation to its members and officers for their services except for those services which may be considered as management functions.

6. The Board shall appoint standing and advisory committees as may be deemed necessary. Standing committees shall include but not be limited to: Financial Committee, Budget Committee, Executive Committee, Architectural Control Committee, Admissions Committee and Election Committee. Committees shall be created by resolution of the Board which shall identify the authority given to the committee and its duties and functions.

7. The Board shall appoint a registered Agent in compliance with Florida Statutes.

8. The Board may levy fines for failure of the Unit Owner or Unit Occupant to comply with any provision of the Cooperative Documents or reasonable rules of the Association (F.S. 719.303 3 (a)). However, no fine shall become a lien against a unit. No fine shall exceed one hundred dollars (\$100.00) 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 a hearing, provided that no such fine shall in the aggregate exceed one thousand dollars (\$1,000.00). No fine shall be levied prior to a hearing afforded the individual(s) concerned. The Board shall notify the unit owner of a hearing no less than fourteen days prior to the hearing. The notice shall include:

A. A statement of the date, time and place of the hearing;

B. A statement of the provisions of the Declaration, Bylaws or Rules which allegedly have been violated; and

C. A short and plain statement of the matters asserted by the Association.

D. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

E. The hearing shall be held before a committee of other unit owners. If the committee does not agree with the fine, it shall not be levied.

9. The Board shall enforce the provisions of the Association documents, collect delinquent assessments, fees, and charges, and enact lawful rules and regulations. All established fees and charges are subject to an annual review.

10. The Board shall obtain approval of a majority of the voting interests for any capital improvements, material alterations, substantial additions or purchases in excess of twenty-five hundred dollars (\$2,500). Contract negotiations shall be in accordance with the provisions of F. S. 719.3026.

11. The Board shall report to the voting interests any single maintenance or budgeted items in excess of twenty-five hundred dollars (\$2,500).

12. The Board shall review annually all Association documents, resolutions, and policy statements.

13. The Board shall provide for annual Financial Statements prepared in accordance with Chapter 61 B-76.006, Florida Administrative Code.

14. Within ninety (90) days following the end of the fiscal year, the Board shall furnish by mail, personal delivery or electronic transmission to each voting interest, a complete financial statement for the previous twelve (12) months. The report shall show the amounts of receipts by account and receipt classifications as specified in F.S. 719.104. REF: 61B-76.006 items (6) (B) and (8) (A).

15. When a unit owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. However, the Board will respond to only one (1) written inquiry per unit in any given 30-day period. In such cases, any additional inquiry or inquiries must be responded to in the subsequent 30-day period(s) as applicable. (FS.719.106(1)(a)2) The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. If the unit owner(s) and the Board of Directors cannot resolve their differences, either party will:

A. Request the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation to conduct mandatory non-binding arbitration. In accordance with Chapter 61-B.45 Florida Administration Code (FAC) and 719.1255 Florida Statutes (FS), or other mediation in accordance with Chapter 7-D.25 FAC Voluntary Mediation Rules, prior to:

B. Filing legal proceedings in Circuit Court for appropriate relief.

16. Budget Preparation

A. The budget shall be prepared and adopted by the Board of Directors.

B. The fiscal year shall be from January 1 through December 31.

C. The proposed annual budget of common expenses shall be detailed and show the amounts budgeted by accounts and expense classifications in compliance with F.S. 719.106 (1)(j), F.S. 719.504(20).

D. Surplus funds generated from the budget and other sources may be allotted to the reserve accounts of the Association which would credit it to the following year's budget or returned to the Unit Owners according to a decision by the Board of Directors. (F. S. 719.108(9))

ARTICLE XIII – OFFICERS (F.S.719.106(1)(a)1

The Officers of the Association shall consist of a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors as prescribed herein and who shall perform the duties of those offices customarily performed by officers of corporations. Such officers and assistant officers as may be deemed necessary shall be elected or appointed by the Board of Directors. Any two or more offices, excepting that of the President, may be held by the same person.

A. President

The President shall:

- 1) Be the chief executive officer of the Association.
- 2) Preside as chairman at all meetings of the membership and Board of Directors.
- 3) Execute contracts and other legal documents as approved by the Board in the name of the Association as its agent.
- 4) Assume general charge of the day-to-day administration of the Association.
- 5) Be an ex-officio member of all committees.
- 6) Implement all resolutions and orders of the Board of Directors and the voting interests.
- 7) Not borrow funds in the name of the Association without the specific approval of a majority of the Board of Directors.

B. Vice-President

The Vice-President shall, during the absence or disability of the President, have all the authority and functions of the President and shall perform other duties as the Board shall prescribe.

C. Secretary

The Secretary shall, under the supervision of the Board of Directors:

- 1) Keep minutes of all meetings of the Association, of the Board of Directors, and of the Unit Owners' meetings
- 2) Have custody of the Corporate Seal, and shall affix and attach the same to documents when duly authorized by the Board of Directors.
- 3) Attend to the writing and serving of all notices of the Association.
- 4) Have charge of all files of the Association, except financial files
- 5) Handle all correspondence except financial correspondence.
- 6) Maintain a current roster of members of the Association showing in-park residence and at-home addresses, if applicable.
- 7) Specifically, maintain the membership certificate ledger and record all issues and redemptions of membership certificates.
- 8) Prepare issue and maintain necessary files for Occupancy agreements.

D. Treasurer

The Treasurer shall:

- 1) a. Have the care and custody of all funds and securities of the Association and shall deposit said funds in the name of the Association in such bank or trust company as a majority of the Directors may elect.
- b. Ensure that funds are promptly deposited.
- 2) Receive all monies paid into the Association and pay them out on approval of a majority of the Board of Directors.
- 3) Maintain all financial records and accounts of the Association, using generally accepted accounting procedures.
- 4) Arrange for signing authority to include the President, Vice- President, Treasurer, Secretary, and two (2) Directors and Officers designated by the Board. Two of these signatures will be required on each check; and, as designated by the Board of Directors as deemed necessary during specific periods of time.
- 5) Prepare cash flow financial statements for the Board of Directors at intervals specified by the board and post such financial reports on bulletin boards in the office and in the club house.
- 6) Coordinate with the Finance/Budget Committee in preparation of the annual budget.
- 7) Provide such assistance as necessary to the internal financial review committee and to external financial review authorities as directed by a majority of the Board of Directors.

ARTICLE XIV - RECALL OF DIRECTORS(F.S.719.106(f))

1. Board members cannot be removed by action of the Board. The entire Board cannot be removed as a single action. Removal action shall be taken on each member of the Board. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of the voting interest. A special meeting of the voting interests to recall any member of the Board of Directors shall be called by the President at the request of ten percent (10%) of the unit owners, giving notice of the meeting as required for a meeting of the unit owners, 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 this purpose.
2. If the recall is approved by a majority of all voting interests by a vote at a meeting; the recall shall be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the unit owner meeting to recall one or

more Board members. At the meeting, the Board shall certify the recall in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days' any and all records and property of the Association in their possession.

3. If the proposed recall is by an agreement in writing by the majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail, or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing, and at the meeting shall either certify the written agreement to recall members of the Board, in which case such members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days, any and all records and property of the Association in their possession, or proceed as described in Paragraph 4 below.

4. If the Board determines not to certify the written agreement to recall members of the Board or does not certify the recall by a vote at the meeting, the Board shall, within five (5) full business days after the Board meeting, file with the Division a petition for binding arbitration pursuant to the procedures of F.S. 719.1255. For purposes of this paragraph, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member of the Board, the recall shall be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to F.S. 719.501. Any member so recalled shall deliver to the Board any and all of the records and property of the Association within five (5) full business days of the effective date of the recall.

5. If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing, or within five (5) full business days of the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

6. If a vacancy occurs on the Board as a result of a recall and less than a majority of the members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provisions to the contrary contained in the Article. If vacancies occur on the Board as a result of recall, and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with Procedural Rules to be adopted by the Division, which rules need not be consistent with this Article. The Association shall comply with rules promulgated by the Division.

ARTICLE XV — MEMBERSHIP MEETINGS AND BOARD MEETINGS**Amended February 21, 2018****Recorded February 27, 2018****1. MEMBERSHIP MEETINGS****A. Annual Membership Meetings****1) General**

The annual membership meeting shall be held no earlier than mid-February of each calendar year. Members only may attend the annual meeting unless exception is granted by the Board of Directors. The purpose of the meeting shall be (1) to transact such business as may be brought before the membership, and (2) to conduct an election of members to the Board of Directors. Any unit owner desiring to be a candidate for Board membership shall comply with Paragraph (7) below. Written notice, which shall incorporate an identification of agenda items, shall be given to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted on the Association bulletin boards in the office and in the recreation hall at least fourteen (14) continuous days preceding the annual meeting. The Notice of Annual meeting will be delivered by hand or electronically to unit owners present in the Park. The Notice of Annual Meeting will be mailed or delivered electronically, with proxy included, to unit owners not present in Park. A member of the Board shall execute an affidavit stating that the notice has been hand-delivered or mailed or electronically transmitted to each unit owner, as applicable. The affidavit shall become a matter of the official record.

2) Registration

The Association shall provide for registration of eligible unit owners prior to the opening of the meeting, the collection of proxies, the issue of ballots on items which will be placed before the membership for vote, and other handouts which may be applicable to the annual meeting. A membership roll showing the list of unit owners at the date of record, certified by the Secretary, shall be provided at the annual meeting and shall be open to inspection by any member. The record date shall be prepared at least ten (10) days but not more than sixty (60) days prior to the meeting.

3) Agenda

The annual meeting shall be substantially in compliance with the applicable items of the following agenda:

1. Report of the registration of unit owners.
2. Establishment of agenda.
3. Reading of minutes of previous annual meeting.
4. Reports of directors and officers.

5. Financial and budget report.
6. Committee reports.
7. Amendments to Association documents.
8. Unfinished business.
9. New business.
10. Adjournment.

4) Unit Owner Participation

Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association shall adopt reasonable rules governing the frequency, duration and manner of unit owner participation.

B. General Membership Meetings

1) Regular Membership Meetings.

A regular membership meeting may be called at the request of a majority of the Board of Directors. Notice of the meeting shall be as prescribed for the annual meeting.

2) Special Membership Meeting

Special membership meetings shall be called by the President at the request of a majority of the Board of Directors or upon receipt of written request to the President from no less than one-tenth of all voting interests. Notice of the meeting shall be not less than ten (10) days prior to the date of the meeting. The notice shall identify the subject for which the meeting is called and discussion at the meeting shall be limited to that subject.

3) Action by Unit Owners without a Meeting

Any action to be taken at any annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote, if consent in writing setting forth the action so taken shall be signed by the voting interests having not less than the minimum number of votes necessary to take or authorize such action at a meeting at which all voting interests entitled to vote thereon were present and voted.

4) Adjournments

Any membership meeting may be adjourned to another time and place by majority vote of the voting interests. It shall not be necessary to give any notice of the adjourned meeting at which the adjournment action has been taken if the time and place at which the meeting is

announced prior to adjournment. Any business may be transacted at the adjourned meeting that may have been transacted on the adjourned date of the meeting.

5) Waiver of Notice

Unit owners may waive notice of specific meetings by written request to the Secretary.

6) Quorum, Voting Requirements, Proxies

a) Quorum

Unless otherwise provided herein, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of all voting interests, and decisions shall be made by a majority of voting interests present at a meeting at which a quorum is present.

b) Proxy

Except as specifically provided herein, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves, to amend the Articles of Incorporation or Bylaws, and for any other matter which requires or permits a vote of the unit owners. No proxy, limited or general shall be used in election of Board members. 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. Notwithstanding the provisions of this section, unit owners may vote in person at unit owners' meetings. Any proxy given shall be effective only for the specific meeting for which originally given and for any lawfully adjourned meetings thereof. 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 any time at the pleasure of the unit owner executing it.

7. Election of Directors

The Board of Directors shall be elected by written ballot. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing, delivery or electronic transmission including a regularly published newsletter, to each unit owner entitled to vote, a **first notice** of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the election meeting, the Association shall mail, along with notice of the Annual meeting, an agenda as set forth in this section, a **second notice** of election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include

an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election to be included in the mailing of the ballot, with costs of mailing, delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets provided by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There is no quorum requirement or minimum number of votes necessary for election of members of the Board of Directors. However, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. (F.S. 719.106(1)(d)1). No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot may obtain assistance in casting the ballot. Voting interests may mark a candidate or candidates for any declared vacancies. No write-ins are allowed. The regular election shall occur on the date of the Annual Meeting. An election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the Board. Members elected to the Board of Directors shall take office on adjournment of the Annual Membership Meeting.

2. MEETINGS OF THE BOARD OF DIRECTORS

A. Organizational Meetings.

The organizational meeting of the newly elected Board of Directors to elect officers shall be held within ten (10) days of the Annual Meeting at which the Board of Directors was elected. The place of the meeting will be announced by the President of the Board and will be noticed no later than forty-eight (48) hours before the meeting. The meeting shall be open to the membership.

B. Regular Meeting

The Board of Directors shall be elected by written ballot. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing, delivery or electronic transmission including a regularly published newsletter, to each unit owner entitled to vote, a first notice of the date of the election.

1) Noticing

Regular Board meetings shall be held at such time and place as shall be determined by a majority of directors. Meetings of the Board of Directors may be called by the president of the Board or by any two (2) directors by request of the President. Notice of regular Board meetings shall be given to each director personally by mail, hand delivered or electronic transmission, at least three (3) days prior to the meeting.

2) Procedure

Meetings of the Board of Directors shall be open to all Unit Owners. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. Any unit owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Time for speaking shall be limited to two (2) minutes per agenda item. Notice of all meetings shall be posted on the Association bulletin boards in the office and in the club house at least 48 continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be considered, shall be mailed, hand delivered or delivered electronically to the unit owners and posted on the Association office and club house bulletin boards not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting in which regular assessments against unit owners are considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments. Unit owners may attend committee meetings only when the budget committee is meeting or any committee meeting which is empowered by the Board to make a final determination of a particular matter within the jurisdiction of that committee and actually carry out such determination. F.S.719.106,5,(c)

3) Quorum

A majority of the Board shall be a quorum. Members of the Board who are not present at a meeting may join the results of the meeting by signing the minutes to concur with actions taken. An absent member may participate in a meeting by telephone and be counted towards a quorum. When a telephone is used, a telephone speaker shall be used so that the discussion may be heard by all Board members and observing members present. The President may adjourn the meeting to another time and place by majority vote of the Directors.

4) Special Meetings

Special meetings of the Board of Directors may be called by the President and shall be called by the President or by the Secretary at the written request of one-third of the Directors. Notice to the Directors and membership shall be given at least two (2) days prior to the date of the meeting. Discussion shall be limited to the subject for which the meeting was called.

5) Budget Meetings and Procedure

a) The Board shall mail, hand deliver or electronically transmit notice of a meeting and copies of the proposed annual budget of common expenses to the unit

owners not less than fourteen (14) days prior to the meeting at which the budget will be considered.

b) If an adopted budget which requires assessment against the unit owners in any fiscal year or calendar year exceeds one hundred and fifteen percent (115%) of the assessment for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all the voting interests.

c) In determining whether assessments exceed one hundred and fifteen percent (115%) of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of cooperative property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the cooperative property shall be excluded from compilation.

d) If a meeting of the unit owners has been called and a quorum is not attained, or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

ARTICLE XVI - HOME SALE AND CERTIFICATE REDEMPTION

Amended February 21, 2018

Recorded February 27, 2018

1. Home Sale

A member intending to sell his/her mobile home and his/her interest in the Unit on which the mobile home is located shall complete and present to the Board of Directors an Intent to Sell form. Upon notification of a prospective buyer the Board or a committee appointed by the Board shall interview the prospective buyer for approval or disapproval. Approval shall be withheld only if a majority of the Board so vote, after receiving a written opinion of counsel that good cause for disapproval exists. Only the following may be deemed to constitute a good cause for disapproval:

A. The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

B. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

C. The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the co-operative;

D. The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

E. The person seeking approval has evidenced an attitude of disregard for Association rules, or by his conduct in this co-operative as a tenant, unit owner or occupant of a unit;

F. The transfer to the person seeking approval would result in that person owning more than one mobile home and/or holding an interest in more than one Unit in the Cooperative;

G. The person seeking approval has failed to provide the information, fees, or interviews required to process the application in a timely manner, or provides false information during the application process; or

H. The approval would jeopardize the status of the Association with the Fair Housing Act. In addition, the Board shall also check the unit owner's records to determine whether there are any outstanding taxes, Association liens, assessments, or other Association debts against the property that shall be paid to the Association at time of sale. Within thirty (30) days of the receipt of the:

- Completed Application for Sale or Transfer of Title Form
- Background check
- Payment for Certificate
- Interview

the member shall be advised by letter of the Board's approval or disapproval. If the sale is disapproved, the cause therefore will be included. The Board of Directors is authorized to deny entry to any home sold, or eviction from such home if it is occupied, for failure to comply with the provisions of this Article.

2. Foreclosure(F.S.719.108(5)-p.25)

In the event of a foreclosure the Association shall have no power to purchase a unit of the cooperative except at sales in foreclosure of liens for assessments for common expenses, at which sales the association shall bid no more than the amount secured by its liens.

3. Probate Action

If probate action on a member's property is involved, personal representatives and/or executors shall be advised that all monthly assessments and fees must be paid as they become due or the estate shall be subject to late penalties in the same manner as charged to other members. Any unpaid assessments or taxes will result in a lien being placed on the property to recover outstanding costs and include attorney fees and will be collected at the time of sale.

4. Membership Certificates

Redemption and re-issue of membership certificates will take place in the Park office by the Secretary and the Treasurer. The membership certificate of the seller will be turned in to the

Secretary for redemption at the current value. In turn, the buyer will purchase and be issued by the Secretary a new membership certificate at the current value. The Treasurer will receive and pay out the monies involved in the transaction. The new unit owner must have his membership certificate recorded in the Public Records of Lee County, Florida with the least possible delay.

5. Maximum Number of Mobile Homes Owned and Interests in Units Held

In order to foster a continuity of residence; limit acquisition of mobile homes and the associated interest in the Units on which they are located primarily for investment purposes; inhibit transiency; and safeguard property values, no natural person or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trusts), or any officer, director, member, manager, shareholder, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than one (1) mobile home within the Park and the Unit on which it is located at the same time. Neither shall any artificial entity which has officers, directors, shareholders, members, managers, beneficiaries, trustees, or similar persons, in common with any other artificial entity ("affiliated persons or entities"), or individual Unit Owner, as determined in the sole discretion of the Board, hold an interest in more than one (1) mobile home within the Park and the Unit on which it is located at the same time. Further, no person who is related to a Unit Owner (by blood, marriage, or adoption) or who has contractual relationships (whether written or verbal) with another Unit Owner involving mobile home and Unit ownership matters, shall be permitted to own a mobile home and an interest in the Unit on which it is located, if same would exceed the one (1) mobile home/Unit ownership limit, unless said person acquires and actually uses said mobile home and Unit as a bona fide residence for said person. It is the intention of this clause that Unit Owners or financially related persons or entities shall only own a maximum of one (1) mobile home and hold an interest in only the Unit upon which that one (1) mobile home is located, and that groups of mobile homes shall not be owned, and interests in the associated Units shall not be held, by individuals, families, or artificial entities or related parties for investment/rental purposes.

The restrictions contained in this section do not apply to an institutional mortgagee's security interest in Units, nor the ability of such institutional mortgagees to acquire title through foreclosure or deed in lieu of foreclosure but shall apply to any conveyance by such institutional mortgagee after acquisition of title by foreclosure or a deed in lieu of foreclosure or otherwise. An institutional mortgagee shall mean any entity that regularly lends money for the financing of the acquisition of real property and is licensed or otherwise legally permitted to do so in the State of Florida.

Notwithstanding the foregoing, a Unit Owner may acquire an additional mobile home and an interest in the associated Unit and, as such, hold an interest in two (2) mobile homes and the associated Units (with the mobile home and Unit collectively referred to hereinafter respectively as the "Original Unit" and the "New Unit") with Board approval, provided that the acquisition of the New Unit is for the purpose of upgrading living conditions or otherwise arising from bona fide economic conditions, and the Unit Owner evidences a good faith intent to sell the Original Unit. The Board of Directors may withhold approval and refuse to issue the additional membership certificate for the New Unit unless and until the Unit Owner places the Original Unit on the market at a reasonable value, as determined by the Board. In the event that the Original Unit is not sold

within ninety (90) days after the Association issues the additional Membership Certificate for the New Unit, the Unit Owner may rent the Original Unit one time during the first twelve (12) month period following the date on which the Membership Certificate for the New Unit is issued. All leasing requirements set forth in Article XIX of these Bylaws shall apply to the lease or rental of the Original Unit. No leasing of the Original Unit shall be permitted after the twelve (12) month period following the date on which the additional Membership Certificate for the New Unit is issued.

The Board may enact additional rules and regulations as may be necessary or desirable, as deemed by the Board, to clarify, interpret, apply or enforce this provision.

ARTICLE XVII - OBLIGATION OF OWNER/RENTER/USER AND TRANSFER FEE

Amended February 21, 2018

Recorded February 27, 2018

1. A. Any mobile or manufactured home and its additions will be repaired, replaced, or removed in consultation with the Board of Directors.

B. It will be the policy of Coach Light Manor Association to assist, and support owners wishing to improve, or replace their homes.

C. To replace his/her home these steps will be followed:

1) An application would be completed stating name, house number, street name, telephone number, and a brief description of type of home you wish to place on your site. (Single, double, etc.). No manufactured home shall be replaced that exceeds the original Unit footprint as shown on Lee County Property Appraisers website (www.LEEPA.org) without the approval of two-thirds of voting interests and proxies, present and voting.

2) After the application is completed, it is given to the Architectural Committee for review. The committee would take measurements of the original home; go to the Lee County website, www.leepa.org, enter strap# and verify exact size of current unit. After review, the committee will inform the home owner as to the maximum boundaries to be used to replace the old home with a new one.

3) The Committee would then go to the Board of Directors with the information obtained and what they have suggested. The Board would then approve/disapprove the application.

4) If approved. The home owner would then proceed with the replacement.

5) This information would then be returned to the Board no later than April 1 for their final approval at the April Board Meeting to proceed with the home replacement.

6) Any change to the exterior of the Unit that affects the appearance must be submitted in writing with plans and specifications for proposed work to the Board of Directors for approval.

7) After approval/disapproval, the Board must give a written response to all written requests. If written request is received 10 days prior to the Board meeting, response shall be due following conclusion of meeting; however, if received less than 10 days and there is not enough time to evaluate the request, response shall be due following the next Board meeting. Any requests must be received no later than April 1 in order to be included in the April Meeting.

D. Whenever herein the Board's approval is required to allow renters, the Association may charge the owner a transfer fee for processing the approval. No fee may be charged for sale or extension of rental fee.

E. In the event the unit owner has not paid the rental transfer fee, the Board has the authority to deny entry to the renter into the unit owner's home.

F. The Association may impose a use fee against owners, residents, and their guests for the use of storage space at the Marina area. The amount of the fee shall be determined by the Board of Directors and announced no later than thirty (30) days before the effective date.

ARTICLE XVIII — DEMARCATION OF MAINTENANCE RESPONSIBILITY

1. Association Maintenance Responsibilities

A. Mowing of Grass

Mowing of common areas will include mowing lawn surrounding unit owners' mobile homes.

B. Trees

Ensure proper care and maintenance of trees and maintain control on removal of trees. These actions are subject to change from time to time because of varying weather and growth conditions. Therefore, unit owners should refer to directives contained in current Association posted Tree Policy statements.

C. Sewer Lines

Care and maintenance of the main sewer line.

D. Water Lines

Care and maintenance of the main water line up to the primary water meter in each unit.

E. Water Meters

Periodic calibration as determined by the Maintenance Director to determine accuracy of the meter.

F. Maintenance and care of Association office, garage/workshop, recreational building, swimming pool, marina, and other capital assets that may accrue.

G. Maintenance and repair of Association vehicular and mowing equipment.

H. Maintenance of coach lights.

I. Maintenance and care of common area plantings and landscapes.

2. Unit Owner's Responsibility

A. Trim all areas adjacent to mobile homes, driveways, trees and plantings which cannot be reached by lawn mowers.

B. Set decorative bricks and blocks deep enough in the ground so that they will not cause damage to the mowers or personal property.

C. Care and maintenance of plantings and lawn adjacent to mobile homes.

D. Maintenance and appearance of mobile homes.

E. Maintenance and appearance of driveways.

F. Care and maintenance of unit sewer and water lines from the unit to the point of connection with the main sewer and water lines. Cost of repairs to the unit lines due to root damage will be charged to the Association. All other costs due to stoppages or damages are the responsibility of the unit owner. In the event the stoppage or damage occurs at the point of connection to the main lines resulting from action by the unit owner such as inadvertent flushing of towels, brushes, or other inappropriate items or materials, costs of repairs will be charges to the unit owner. Final assessment of responsibility will be resolved by the Director of Maintenance.

G. Electrical lines to the outside utility-owned circuit box.

H. Driveway to point of juncture with the park streets.

I. Refer to provisions and sections on alterations and appearance in Rules and Regulations.

ARTICLE XIX - RENTAL OR USE OF HOMES

1. No Unit Owner acquiring title to a mobile home and an interest in the associated Unit after the effective date of this amendment may lease or rent his or her mobile home and the associated Unit for a period of one (1) year from the date the membership certificate for the Unit is issued by the Association. This one (1) year period shall run from the date of recording of the membership certificate, as required by Article XVI, Section 4 hereof, except for transfers to add members of the Unit Owner's immediate

family (defined for the purposes of this paragraph as a spouse or parents) to the membership certificate, as authorized by Article IV, Section 1 hereof. This restriction shall not apply in a case where natural or adopted children purchase a mobile home for the living purpose of their parent(s) provided that no rent or other monetary contribution is paid in exchange for occupancy of the Unit by the parent(s). This restriction shall also not apply to mobile homes and Units acquired by the Association while the interest in the mobile homes and Units are held by the Association. If, at the time of issuance of the membership certificate to the new Unit Owner, the mobile home and the associated Unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous Owner, the aforementioned one (1) year period during which the mobile home and associated Unit may not be leased or rented shall commence at the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended. Following the one (1) year period, Unit Owners may rent their mobile homes and the associated Unit after filing with the Admissions Committee an application form, as prepared by the Board of Directors, with pertinent information regarding the prospective tenant. The Board, or the committee authorized by the Board, shall review the application and determine whether or not it should be approved. Disapproval shall be based on the same provisions as set forth in Article XVI — Home Sale. In the event of a violation of the restriction on leasing in the first year of ownership set forth in this Section, the Board, in its sole discretion, may, in addition to other remedies available to the Association as provided in the Cooperative Documents and applicable law, exercise its right to disapprove future leases or rentals for an additional year following vacation of the mobile home and Unit by the tenant who took occupancy of the mobile home and Unit during the Unit Owner's/Unit Owners' first year of ownership.

2. During the period October 1st to April 30th, only one rental period shall be allowed. You may **not rent** during the period May 1 to September 30. A rental period shall be for no less than sixty (60) days.

3. Tenants shall be subject to the Lee County tourist tax, and the unit owner shall be responsible for the collection and payment of the tax. Required forms are available in the Park office.

ARTICLE XX - SOCIAL CLUB

1. A Coach Light Manor Association Social Club may be established by unit owners to sponsor various social and recreational activities and shall be referred to herein as the Social Club. The Social Club shall be responsible to the Board of Directors through a recreational committee appointed by the Board. One member of the Board shall be a member of the recreational committee. The recreational committee shall co-ordinate activities between the Social Club and the Board of Directors. The Social Club shall elect its own officers, which will consist of a President, 1st Vice-President, 2nd Vice-President, Secretary, and Treasurer. These

officers shall be responsible for the conduct of meetings, direction of social activities, and voting on issues brought before the membership. The Social Club officers and the Board representative shall co-ordinate to prepare bylaws for the operation of the Social Club. The bylaws shall include the required quorum to conduct business meetings.

2. All members of the Association are qualified as members of the Social Club. No dues shall be levied for membership, and all members shall be qualified to vote on issues presented to the members. However, only one vote is authorized for each unit. Any decisions and resolutions by the Social Club are to be construed to be only for the Social Club and have no impact or effect on Association policies and regulation.

3. A charge may not be established for any activities sponsored by the Social Club, but donations may be accepted from members, guests, and renters. Members may reserve the club house and/or waterfront park/marina for private events providing they are not in conflict with programmed Social Club activities. Approval for private use of the club house and/or waterfront park/marina shall be obtained from the President of the Social Club or 1st Vice President in the absence of the President, and if approved, the date and time shall be entered on the Social Club activities calendar. In return for the use of the club house and/or waterfront park/marina for private events, twenty-five (\$25) dollars donation and fifty (\$50) dollars deposit will be collected when reserving/renting space. Fifty dollars will be returned if area is left in original condition; however, the person reserving/renting will be responsible for any damages for over \$50.

4. All monies received by the Social Club shall be recorded and accounted for in accordance with generally accepted accounting practices. A checking account in the amount of one thousand dollars (\$1,000) is authorized by the Association to be maintained for various expenses incurred during the operation of the Social Club events. A quarterly cash flow financial report shall be prepared and posted on the recreational hall bulletin board. Money in excess of the petty cash allowance shall be turned over to the Association to be included in the Association's financial accounts and identified as a separate Social Club line item. These funds shall be accounted for separately, and any interest earned by the account shall accrue to the account. Further, these monies shall be used only for Social Club projects and requirements as approved by the Social Club membership and the Board, or the Executive Committee when such authority is granted to the committee by the Board.

ARTICLE XXI – AMENDMENTS

Amended February 21, 2018

Recorded February 27, 2018

1. Amendments to Articles of Incorporation and/or Bylaws shall be made at Annual or Special Membership Meetings. The Board of Directors shall determine whether the proposed amendment(s) are sufficiently urgent to warrant calling a Special Membership Meeting.
2. The Board may initiate amendments to the Bylaws or the Articles of Incorporation for approval by the voting interests. The Board may also accept recommendations for amendments

from the membership. Recommended amendments signed by no less than ten percent (10%) of the voting interests shall be accepted by the Board for presentation to the Association voting interests for approval. The Board shall submit recommended amendments to the Charter and Bylaw Committee for review and recommendations. Notice of the meeting at which the Board will discuss proposed amendments shall be announced no less than fourteen (14) days prior to the scheduled meeting. The meeting shall be open to the membership.

3. Amendments shall be adopted, further amended, or repealed by no less than two-thirds of the voting interests and proxies present and voting at the meeting.

4. A notice shall be provided to each unit owner personally or by mail of the effective date of the change(s) and a complete text of the Bylaw change(s) for inclusion in his/her copy of the Bylaws. The effective date of change is the date on which the amendment was approved by the voting interests and after being recorded in the Lee County Public Records.

ARTICLE XXII - PARK DISPOSAL.

The sale or disposal of the Coach Light Manor Mobile Home Park and/or dissolution of the Corporation shall be approved by seventy-five percent (75%) of the voting interests. Dissolution of the Corporation and distribution of its assets shall be in accordance with applicable Florida statutes.

ARTICLE XXIII ~ INTERPRETATION

1. In any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall govern.

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

ARTICLE XXIV – SEAL

The Seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "Corporation 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.

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