

**BY-LAWS  
OF  
SOUTH WINDS MOBILE HOMEOWNERS ASSOCIATION, INC.  
AS REVISED AND ISSUED ON  
MARCH 6, 2021**

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**ARTICLE I - OFFICES**

The registered office of the Association in the State of Florida shall be in the County of Sarasota at 6103 South Tamiami Trail, Sarasota, Florida.

**ARTICLE II - PURPOSE**

The Board of Administration (hereinafter the "Board of Directors" or "Board") shall govern this Association (also referred to as the "Corporation") in accordance with these By-laws and the Florida Cooperative Act for the use and benefit of the Cooperative Unit owners. The terms "Assessment", "Association", "Board of Administration", "By-laws", "Committee", "Common areas", "Common expenses", "Common surplus", "Cooperative", "Cooperative parcel", "Cooperative property", "Unit", and "Unit owner" shall have the meanings defined in Section 719.103, F.S.

**ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

Membership in SOUTH WINDS MOBILE HOMEOWNERS ASSOCIATION, INC. (the "ASSOCIATION") is restricted to owners of mobile homes located upon Units in SOUTH WINDS MOBILE HOME PARK (the "Cooperative property" or the "Park") who have purchased Cooperative Parcels (as described in the Master Occupancy Agreement [the Master Form Proprietary Lease, hereinafter referred to as the "Agreement" issued by the Association) in SOUTH WINDS MOBILE HOME PARK, A COOPERATIVE (the "Cooperative"). There shall be one (1) membership available for purchase for each Cooperative Unit in the Cooperative. Memberships appurtenant to unsold Cooperative parcels shall be held by the Association. Unsold Cooperative parcels may be leased or sold by the Association upon such terms and conditions as may be established from time to time by the Board.

If a Unit owner desires to sell his or her mobile home in the Park, the purchaser must purchase the Unit owner's Cooperative parcel as a condition precedent to owning a dwelling in the Park. The Board of Directors of the Association shall determine the method of transferring the Cooperative Parcel on the books of the Association.

Upon the transfer of a membership certificate, either voluntarily in accordance with these Bylaws, or by operation of law, the transferee shall become a member of the

Corporation if all the requirements for membership have been met. If the membership is vested in more than one 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; but, as hereinafter indicated, the vote of the membership certificate shall be cast by the "voting member". If a membership certificate is owned by a corporation, limited liability company, trust or other similar entity, any such entity may designate an individual officer, manager, beneficiary, trustee, or employee as its voting member, in which case the designated individual and the natural person(s) entitled to occupy the unit shall have the privileges appurtenant to ownership of the membership certificate.

A person holding a power of attorney of a member or members shall not be qualified, solely on the basis of that power of attorney, to cast the membership vote of the person or persons granting the power nor shall he or she be entitled to serve on the Corporation's board of directors or serve as an officer of the Corporation, attend membership meetings or other meetings of the Corporation, including, but not limited to, meetings of the board of directors, or otherwise participate in matters concerning the governance of the Corporation.

#### **ARTICLE IV - DIRECTORS**

Section 1. Function: All corporate powers shall be exercised by or under the authority of, and the business and affairs of this Association shall be managed under the direction of the Board.

Section 2. Unit owner inquiries: When a Unit owner files a written inquiry by certified mail with the Board, the Board shall respond to the Unit owner within thirty (30) days of receipt of the inquiry. The Board shall 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 Department of Business Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division"). The failure to act within thirty (30) days and to notify the inquirer within thirty (30) days of the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

Section 3. Qualification: All members of the Board shall be Unit owners or the designated voter or an entity that is the unit owner and who shall otherwise be eligible to serve on the Board pursuant to the applicable provisions of Chapter 719, Florida Statutes, as amended.

Section 4. Compensation: Unless otherwise provided in these By-laws, the Directors shall serve without compensation.

Section 5. Duties of Directors: The Directors shall have a fiduciary relationship to the Association and the Unit owners. A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board upon which he may serve,

in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

In performing his duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented,

(b) counsel, public accountants, or other persons as to matters that the Director reasonably believes to be within such person's professional or expert competence, or

(c) a committee of the Board upon which he does not serve, duly designated in accordance with a provision of the Articles of Incorporation or the By-Laws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be acting in good faith if he has knowledge about the matter in question that would cause such reliance described above to be unwarranted.

A person who does his duty in compliance with this section shall have no liability by reason of being or having been a Director of the Association. The Association shall indemnify and hold harmless any Directors from liability for corporate action.

**Section 6. Presumption of Assent:** A Director of the Association who is present at a meeting of its Directors at which action on any Association matter is taken shall be 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. A vote or abstention for each member present shall be recorded in the minutes of the board meeting.

**Section 7. Number:** This Association shall be managed by a Board of nine (9) Directors. The number of Directors may be increased or decreased from time to time by amendment to these By-Laws, but no decrease shall have the effect of shortening the terms of any incumbent Director. No decrease shall have the effect of reducing the number of Directors to less than three (3).

**Section 8. Election and Term:** The initial Board of Directors shall be elected on staggered terms with the result being three (3) Directors serving three (3) year terms, three (3) Directors serving two (2) year terms and three (3) Director serving a one (1) year term. Thereafter, each Director shall be elected to a three (3) year term. This staggering of Directors' terms is intended to provide continuity to the management of the Association. No proxy, general or limited, shall be used in the election of board members and the Board of Directors shall be elected by written ballot or voting machine (or by an internet-based online voting system if the requirements of F.S. Section 719.129, as amended, are met) and all such elections shall be conducted

pursuant to the provisions of F.S. Section 719.106(1)(d), as amended, and Florida Administrative Code Section 61B-75.005, as amended.

Notwithstanding the provisions of this section or the Cooperative Act, an election and balloting are not required unless more candidates file a notice or intent to run or are otherwise nominated than vacancies exist on the Board

Section 9. Search Committee: The board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the board. The board may create or appoint a search committee which shall not have the authority to nominate any candidate but may encourage qualified persons to become candidates for the board.

Section 10. Recall and Removal of Directors: Directors may be recalled and removed from office pursuant to the requirements and procedures set forth in F.S. Section 719.106(1)(f), as amended and the applicable provisions of Chapter 61B-75 of Florida Administrative Code, as amended.

Section 11. Vacancies: A vacancy occurring on the Board by reason of an increase in the number of Directors or a decrease by reason of resignation or death, shall be filled by the remaining Directors, who shall appoint such Director or Directors as are necessary to fill any vacancies. A Director so elected will serve until the next election of Directors when a replacement Director shall be elected in the manner provided by these By-laws who shall serve the remainder of the unexpired term.

If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining board members. No recalled board member shall be appointed by the board to fill any vacancy on the board. A board member appointed to fill the vacancy created by a recalled board member shall fill the vacancy for the unexpired term of the seat being filled. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, those replacement board members shall take office upon adjournment of the board meeting at which it was determined to certify the recall.

Section 12. Quorum and Voting: A majority of the number of the entire Board of Directors fixed by these By-Laws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors except as otherwise provided in the Cooperative Act or these By-laws.

Section 13. Executive and Other Committees: The Board may from time to time appoint a committee or committees. Each such committee will be composed of at least one director. Both members and non-members may be appointed. All committee meetings except meetings at which a proposed budget is to be considered shall, at the

option of the Chairperson thereof or a majority of the committee members, be conducted in private. No committee shall take any action binding on the Board of Directors without a majority vote of the directors occurring at a properly noticed regular or special meeting of the Board. Where approval or consent of the Board is required under these Bylaws or other Cooperative documents, the Board of Directors may by resolution delegate its authority to a committee of two or more directors. Each such committee shall keep minutes of each approval procedure. If the committee fails to unanimously approve the requested action, said requested action shall be referred to the Board of Directors at its next regularly scheduled meeting for final determination. Meetings of a committee to take final action on behalf of the board or to make final recommendations to the board regarding the association budget are subject to posting of notice as required under F.S. Section 719.106(1)(c) and shall be open to all unit owners.

**Section 14. Regular Meetings:** Meetings of the Directors shall be held at a time and place at the discretion of the Board, provided at least one regular monthly meeting of the Board be held each month during the period October through May of each year. These meetings are open to all Unit owners and notice shall be posted in a conspicuous place on the Cooperative property at least forty-eight (48) continuous hours before each meeting. Each Unit owner attending any meeting of the Board of Directors shall have the right to speak at such meetings with reference to all designated agenda items, pursuant to the guidelines of participation established by the Board of Directors. Any Unit owner attending said meetings shall have the right to record and/or videotape the meeting subject to the rules established by the Division. Any item not included on the agenda may be taken up by the Board on an emergency basis by a vote of at least a majority plus one vote of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

When some or all of the board or committee members meet by telephone conference, those board or committee members attending by telephone conference may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker shall be utilized so that the conversation of those board or committee members attending by telephone may be heard by the board or committee members attending in person, as well as by unit owners present at the meeting.

**Section 15. Special Meetings:** Special meetings of the Directors may be called by the President or by any two (2) Directors.

**Section 16. Notice:** Except in case of emergency, written notice of the time and place of any meetings of Directors or committees established by the Board at which a quorum of Directors is present shall be posted in a conspicuous place on the Cooperative property at least forty-eight (48) continuous hours before the meeting. The business to be transacted at or the purpose of any meeting of the Directors shall be specified in the notice. Any

meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit owners and posted conspicuously on the Cooperative property not less than fourteen (14) continuous days prior to the meeting. The person providing the notice shall execute and file an affidavit stating that the Association has complied with the notice requirements or place among the official records a certificate of mailing obtained from the United States Postal Service.

(a) Notice of any meeting at which regular or special assessments against Unit owners are to be discussed shall specifically contain a statement that assessments will be considered and provide the estimated cost and description of the purpose for such assessments.

(b) The Board of Directors shall mail, hand deliver, or electronically transmit to each unit owner at the address last furnished to the Corporation, a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 14 days prior to the meeting at which the budget will be considered. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by an officer of the Corporation or the manager or other person providing notice of the meeting and filed among the official records of the Corporation. The meeting shall be open to the unit owners.

## **ARTICLE V - OFFICERS**

Section 1. Officers: The Officers of this Association shall consist of a President, Vice President, Secretary and Treasurer, each of whom shall be elected or appointed by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified or until his resignation, or until he shall have been removed in the manner provided herein. The failure to elect one or more officers shall not affect the existence of this Association.

Section 2. Duties of Officers: The Officers of this Association shall have the following duties:

THE PRESIDENT shall be the chief executive officer of the Association, shall have general and active management of the business and affairs of the Association subject to the directions of the Board of Directors, and shall preside at all meetings of the Unit owners and Board of Directors. The President shall be an ex-officio member of all committees.

THE VICE PRESIDENT shall preside in the absence of the President and perform the duties of the President in the event of his absence or disability.

THE SECRETARY shall have custody of, and maintain, all of the Association records except the financial records, shall record the minutes of all meetings of the Unit

owners and Board of Directors, send out all notices of meetings, and perform such other duties as may be prescribed by the Board of Directors or the President.

THE TREASURER shall have custody of the Association funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the membership certificate holders and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 3. Removal: Any officer or agent elected or appointed by the Directors may be removed whenever in their judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Fiduciary Relationship: The Officers of the Association have a fiduciary relationship to the Association and its Unit owners.

Section 5. Capital Expenditures: If the Board proposes a new project, it should be fully defined, contracts vetted and financing methods disclosed to the shareholders at a Board Meeting and posted along with the meeting notice that is required elsewhere in these By-laws.

Any capital expenditure in an amount greater than \$10,000.00 and not provided for in the Association's designated reserves for said expenditure must be approved by a majority of the unit owners voting in person or by proxy at a duly noticed and convened meeting of the unit owners.

## **ARTICLE VI - MEMBERSHIP CERTIFICATES**

Section 1. Issuance: Every Unit owner shall be entitled to have a membership certificate to which the Unit owner is entitled and the form of said membership certificate shall be determined by the board of directors.

Section 2. Form: Certificates representing membership in the Association shall be signed by the President and Secretary or by such other Officers authorized by the Directors under the laws of the State of Florida and may be sealed with the seal of the Association or a facsimile thereof. All certificates shall be numbered according to the Unit that they represent. All certificates representing membership shall state upon the face thereof: the name of the Association; that the Association is organized under the laws of the State; the name of the person or persons to whom issued; the par value of each membership certificate represented by such certificate or a statement that membership certificate is without par value.



Section 3. Lost, Stolen or Destroyed Certificates: The Association shall issue a new certificate in place of any certificate previously issued if the holder of record of the certificate (a) makes proof in affidavit form that it has been lost, destroyed or wrongfully taken; (b) requests the issue of a new certificate before the Association has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) gives bond in such form as the Association may direct, to indemnify the Association, the transfer agent, and registrar against any claim that may be made on account of the alleged loss, destruction, or theft of a certificate; and (d) satisfies any other reasonable requirements imposed by the Association.

Section 4. Transfer of Stock: Upon surrender to the Association of a certificate duly endorsed or accompanied by proper evidence of succession, it shall be the duty of the Association to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the transfer book of the Association which shall be kept at its principal office. All such transfers are subject to the condition that only owners of mobile homes and Cooperative Parcels in the Park are eligible to be membership certificate holders in this Association.

The Association shall be entitled to treat the holder of record of any membership certificate as the holder in fact thereof, and accordingly, will not be bound to recognize any equitable or other claim to or interest in such stock by any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of this State.

Section 5. Transfer fees: The assignment, sale, mortgage, lease, sublease, or other transfer of a Cooperative Parcel is subject to approval by the Association pursuant to these By-laws and the Master Occupancy Agreement. The Association may impose a fee in connection with the approval of the assignment, sale, mortgage, lease, sublease, or other transfer of Units that shall not exceed \$100.00 per applicant other than spouses and parent(s)/dependent child(ren), which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. The Board of Directors shall have the authority to require a security deposit from sublessees (renters) in an amount not to exceed the equivalent of one (1) month's rent. The security deposit shall protect against damages to the common areas or cooperative property. Within fifteen (15) days after a tenant vacates the premises, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this paragraph shall be handled as disputes concerning security deposits under Section 83.49, F.S. The sublessee shall have all use rights in the Association property available for use generally by the Unit owner and the Unit owner relinquishes such use rights, except as a guest, for as long as the Unit is leased. This section shall not interfere with the rights of the Unit owner as a landlord under Chapter 83, F.S. The Association may adopt rules regarding dual usage of the Association property by a Unit owner and a sublessee of the Cooperative property. Absent

any such rules to the contrary, the provisions of this section and the Cooperative Act shall apply.

## **ARTICLE VII - MEETINGS OF UNIT OWNERS**

Section 1. Annual Meeting: The annual meeting of the Unit owners shall be held on the first Saturday in March of each year or at such other time as shall be selected by the board of directors; provided, however, that the annual meeting of Unit owners for any year shall be held no later than thirteen months after the last preceding annual meeting of Unit owners. Business transacted at the annual meeting shall include the election of Directors of the Association, if applicable. Unit owners shall have the right to participate at the annual meeting with reference to all designated agenda items subject to participation guidelines established by the Board of Directors which shall govern frequency, duration, and manner of participation. Any Unit owner may electronically record and/or videotape the annual meeting subject to the rules established by the Division.

Section 2. Special Meetings: Special meetings of the Unit owners shall be held when directed by the President, the Board of Directors, or when requested in writing by not less than ten (10) percent of all the Unit owners entitled to vote at the meeting. A meeting requested by Unit owners shall be called for a date not less than fourteen (14) nor more than sixty (60) days after the request is made, unless the Unit owners requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or Unit owners requesting the meeting shall designate another person to do so. Unit owners shall have the same rights of participation as those stated in Section 1 of this Article.

Section 3. Place: Meetings of Unit owners shall be held within the County in which the Cooperative property is located.

Section 4. Notice: At least sixty (60) days before the Annual Meeting, the Association shall mail, deliver, or transmit, whether by separate mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit owner entitled to vote, a first notice stating the place, day and hour of the Annual Meeting and election of Directors. At least thirty (30) days before the Annual Meeting, the Association shall mail a second notice stating the place, day and hour of the Annual Meeting, election of Directors, and agenda, including, but not limited to, the ballot which shall list all candidates to all Unit owners entitled to vote.

Written notice of the annual meeting must incorporate an identification of agenda items and shall be provided to each unit owner at least 14 days before the annual meeting and posted in a conspicuous place on the Cooperative property at least 14 continuous days before the annual meeting. Unless a unit owner waives in writing his or her right to receive notice of the annual meeting, the notice of the annual meeting must be sent by mail, hand

delivered, or electronically transmitted to each unit owner. An officer of the Association must provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of the meeting were mailed, hand delivered, or electronically transmitted, in accordance with these provisions, to each unit owner at the address last furnished to the Association.

Regular meetings of the unit owners for any purpose, unless otherwise prescribed by statute, may be established by resolution of the board of directors from time to time. A copy of such resolution shall be posted in a conspicuous place on the Cooperative property at least 14 days prior to any such meeting. Unless otherwise prescribed by statute, the Association shall not be required to send by regular mail or other method of delivery a notice of any such regular meeting to each unit owner. The board resolution shall list the time, date and place of the schedule regular meeting(s). No further notice of such regular meetings shall be required, except that an agenda of each regular meeting shall be posted continuously in a conspicuous place on the Cooperative property at least 14 days before any such scheduled regular meeting.

**Section 5. Notice of Adjourned Meetings:** When a meeting is adjourned to another place or time, it shall not be necessary to give any notice of the adjourned meeting if the place and time to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting except that no quorum requirements shall be required for the election of Directors as long as at least twenty percent (20%) of the eligible Unit owners cast proper ballots. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each Unit owner of record on the new record date entitled to vote at such meeting. In the event less than twenty percent (20%) of the Unit owners cast proper ballots, the date of the adjourned meeting must be set to permit the Association to meet all notice requirements for the election of Directors. Any ballots cast for the election of Directors prior to the adjournment of the meeting shall be marked invalid and must be retained by the Association pursuant to Section 719.104, F.S.

**Section 6. Unit owners Quorum and Voting:** A majority of the Unit owners entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Unit owners.

If a quorum is present, the affirmative vote of the majority of the Unit owners represented at the meeting and entitled to vote shall be the act of the Unit owners unless otherwise provided by law.

**Section 7. Voting of Membership Certificates:** Each Unit owner (or that unit owner's designated voting member) entitled to vote in accordance with the terms-and provisions

of the Articles of Incorporation and these By-laws, shall be entitled to one (1) vote for each membership certificate owned by such Unit owner.

Section 8. Proxies: Every Unit owner entitled to vote at a meeting of Unit owners or to express consent or dissent without a meeting, or a Unit owner's duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy, but no one shall be authorized to hold more than five (5) proxies. Every proxy must be signed by the Unit owner or his or her attorney-in-fact. Every proxy shall be effective only for the specific meeting for which it has been given and any lawfully adjourned meetings thereof, except that in no event will a proxy be valid for more than ninety (90) days from the date it was executed. Additionally, every proxy shall be revocable at the pleasure of the Unit owner executing it. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Florida Statutes Section 719.106(1)(j)(2), for votes taken to waive the financial reporting requirements of Florida Statutes Section 719.104(4)(b), for votes taken to amend the Articles of Incorporation or By-laws and for any other matter for which Chapter 719 of the Florida Statutes requires or permits a vote of the Unit. No proxy of any kind or description may be used for the election of members of the Board 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. Notwithstanding the provisions of this section, Unit owners may vote in person at Unit owner meetings.

The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Unit owner who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association Officer responsible for maintaining the list of Unit owners.

Section 9. Action by Unit owners Without a Meeting: Any action required by law, these By-laws or the Articles of Incorporation of this Association to be taken at any annual or special meeting of Unit owners of the Association, or any action that may be taken at any annual or special meeting of such Unit owners, 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 holders of membership certificates having not less than the minimum number of votes that would be necessary to authorize or take such action except for the election of Directors and for any other matters specified in these By-laws or the Cooperative Act.

## **ARTICLE VIII- BOOKS AND RECORDS**

This Association shall keep correct and complete books and records of account and shall keep minutes of the meetings of its Unit owners, Directors and committees of Directors upon the terms and conditions provided by law, and shall be available for

inspection by Unit owners, or their authorized representatives, and board members at reasonable time. The Association shall retain these minutes and records for a period of not less than seven (7) years.

All persons who control or disburse funds of the Association shall be bonded in the principal sum of not less than the amount prescribed in Section 719.106(1) (k) F.S. for each such person. Persons who control or disburse funds are those persons authorized to sign checks on the accounts of the Association and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding, unless otherwise provided by contract between the Association and an independent management company.

#### **ARTICLE IX - FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January in each year.

#### **ARTICLE X - CORPORATE SEAL**

The Directors shall provide a corporate seal that shall be circular in form and shall have inscribed thereon the name of the Association, state of incorporation, year of incorporation and the words "corporate seal."

#### **ARTICLE XI - RULES AND REGULATIONS**

Rules and Regulations, as established by the Board of Directors and approved by the Unit owners, are hereby declared to be a part of these By-laws and shall bind all Unit owners and tenants until such time as they are amended. New Rules and Regulations and any and all deletions, additions, and amendments to existing rules and regulations may be approved by the vote of a majority of those directors present and entitled to vote at any meeting of the board of directors at which there is a quorum and shall be binding on all unit owners, tenants and guests or other invitees of unit owners or tenants once approved by a majority of the unit owners present in person or by proxy at a duly called meeting of the unit owners.

#### **ARTICLE XII - AMENDMENT**

These By-laws may be repealed or amended, and new By-laws adopted by a majority vote of the Unit owners at an annual meeting or a special meeting called for that purpose. No By-law shall be revised or amended by reference to the title or the number alone.

Proposals to amend existing By-laws shall contain the full text of the By-laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that the

above procedure would hinder understanding of the proposal, it is not necessary to use the above procedure. Instead, the following notation must appear immediately preceding the proposed:

"Substantial rewording of By-law. See By-law (insert appropriate article and section number) for present text."

### **ARTICLE XIII – BUDGET AND FINANCIAL REPORT**

The budget shall show the amounts budgeted by accounts and expense classifications, including but not limited to reserve accounts for capital expenditures, deferred maintenance, roof replacement, building painting, pavement resurfacing, administration of the Cooperative, management fees, maintenance, taxes, insurance, security provisions, other expenses, operating capital, and fees payable to the Division.

The proposed annual budget of Common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 719.504(20), F.S. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be 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 expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula that is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any extensions of the useful life of a reserve item caused by deferred maintenance. The foregoing shall not apply to any budget in which, pursuant to Florida Statutes Section 719.106(1)(j)2, as amended, the Unit owners of the Association have, by vote of the majority of Unit owners present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required. If a meeting of the Unit owners has been called to determine to provide no reserves or reserves less than adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

The budget shall be adopted at a meeting of the Directors of the Association. The proposed annual budget of common expenses and a meeting notice shall be mailed, hand delivered, or electronically transmitted to each unit owner at least 14 days prior to the meeting at which the proposed budget will be considered.

If the budget adopted by the Board requires Assessment against the Unit owners in any fiscal or calendar year exceeding 115 percent (115%) of such Assessments for the preceding year, a special meeting of the Unit owners shall be held upon written application

of ten percent (10%) of the Unit owners. Not less than ten (10) days' written notice shall be given to each Unit owner, but the meeting shall be held within thirty (30) days of delivery of such application to the Board. The Notice of the Special Meeting of the Unit owners must state that the purpose of the meeting is to consider the proposed Assessment and for a possible recall and removal of some or all members of the Board of Directors. At the special meeting, Unit owners may consider and enact a revision of the budget or recall any or all members of the Board and elect their successors.

The Board of Directors may, in any event, propose a budget to the Unit owners at a meeting of the Unit owners or by writing, and if the budget or proposed budget is approved by the Unit owners at the meeting or by a majority of all membership certificate holders in writing, the budget shall be adopted. 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.

In determining whether Assessments exceed 115 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 that are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Cooperative property shall be excluded from computation.

Within 90 days following the end of the fiscal year the Board shall prepare and complete, or contract with a third party to prepare and complete, a financial report covering the preceding fiscal year. Within 21 days after the financial report is completed by the Corporation or received from the third party, but no later than 120 days after the end of the fiscal year, the Corporation shall provide each member with a copy of the annual financial report of a written notice that a copy of the financial report is available upon request at no charge to the member. Financial statements shall be prepared or waived in accordance with the provisions of F.S. Section 719.104(4)(b)-(e), as amended.

#### **ARTICLE XIV - COSTS AND ASSESSMENTS**

Section 1. Assessments: All Assessments shall be made monthly in amounts sufficient to provide funds in advance for payment of all anticipated current operating expense and for all unpaid operating expense previously incurred and collected monthly and shall specify what portion is to cover debt retirement and what portion is to cover maintenance and other costs. Common expense assessments and the budget which is the base for the assessments shall be in accordance with applicable law. If the annual assessment proves to be insufficient, it may be amended at any time by an action of the majority of the Board. The unpaid assessments for the remaining portion of the year shall be due in equal monthly installments on the first day of each subsequent month during the year for which the assessment is made. If any annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment's payment date until changed by a new assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for the payment of all of the anticipated

current operating costs and expenses and for all of the unpaid operating expenses previously incurred by the Corporation.

The cost of communication services as defined in Chapter 202, Florida Statutes, as amended, information services, or internet services obtained pursuant to a bulk contract shall be deemed a common expense, and if not obtained pursuant to a bulk contract, such cost shall be considered a common expense if it designated as such in a written contract between the Board and the company providing the communication services as defined in Chapter 202, Florida Statutes, as amended, information services, or internet services. The contract shall be for a term of not less than two years. Any such contract is subject to review as provided by law. 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, Florida Statutes, as amended, to enforce payment of the shares of such costs by the unit owners receiving cable television.

Section 2. Contingency Fund: Sufficient funds shall be retained from the monthly payments to set up and maintain a contingency fund, to be used for other than daily expenses.

Section 3. Late Fees: The Board may establish and enforce the payment of late fees for Assessments not paid within five (5) calendar days from their due date.

Section 4. Enforcement: The Board of Directors may enforce the payment of Assessments, fees properly imposed by the Board, and interest that has accrued on such unpaid Assessments and fees by any method provided by law, including but not limited to the filing of a claim of lien, foreclosure of the Unit owner's interest in the Association, and a civil suit for damages. The choice of any remedy by the Directors does not constitute an election or the waiver of any remedy. Any lien established by the Association shall also secure reasonable attorney's fees incurred by the Association incident to the collection of the rents and Assessments for enforcement of such lien. In any foreclosure, the Unit owner shall pay a reasonable rent for the Cooperative Parcel.

If any Assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors, the Assessment shall bear interest from the date due at the highest rate allowed by law. The Association may assess an administrative fee, in addition to all other fees, costs and interest, in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment that is late. The Association may at any time thereafter bring an action to foreclose the lien against the



Unit owner in a like manner as a foreclosure of a mortgage on real property, or a suit on the personal obligation against the Unit owner, and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action including reasonable attorney's fee, and in the event that a judgment is obtained, such judgment shall include interest on the Assessment as provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

Section 5. Subordination to lien of mortgages: The lien of the Assessments for which provision is herein made, as well as in any other article of these By-laws, shall be subordinated to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by law before the enforcement of a claim of lien for any such unpaid Assessments by the Association. Such subordination shall apply only to the Assessments that have become due and payable before a sale or transfer of such Unit by deed in lieu of foreclosure of such Unit or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage, provided however, any such Unit shall be liable, following such sale, for a prorata share of any unpaid Assessments against such Unit accruing prior to such sale, in common with all other Unit owners. No sale or transfer shall relieve any Unit owner from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. The written opinion of the Association that the lien is subordinated to a mortgage shall be dispositive of any question of subordination.

#### **ARTICLE XV - ARBITRATION**

Internal disputes among Unit owners, Associations and their agent and assigns may be subject to voluntary Nonbinding arbitration accordance with Section 719.1255, F.S., as it may be amended from time to time.

#### **ARTICLE XVI - USE OF PRONOUNS**

Wherever used in this document, the singular shall include the plural, and the masculine gender shall include the feminine, and vice-versa, regardless of the terminology stated herein.

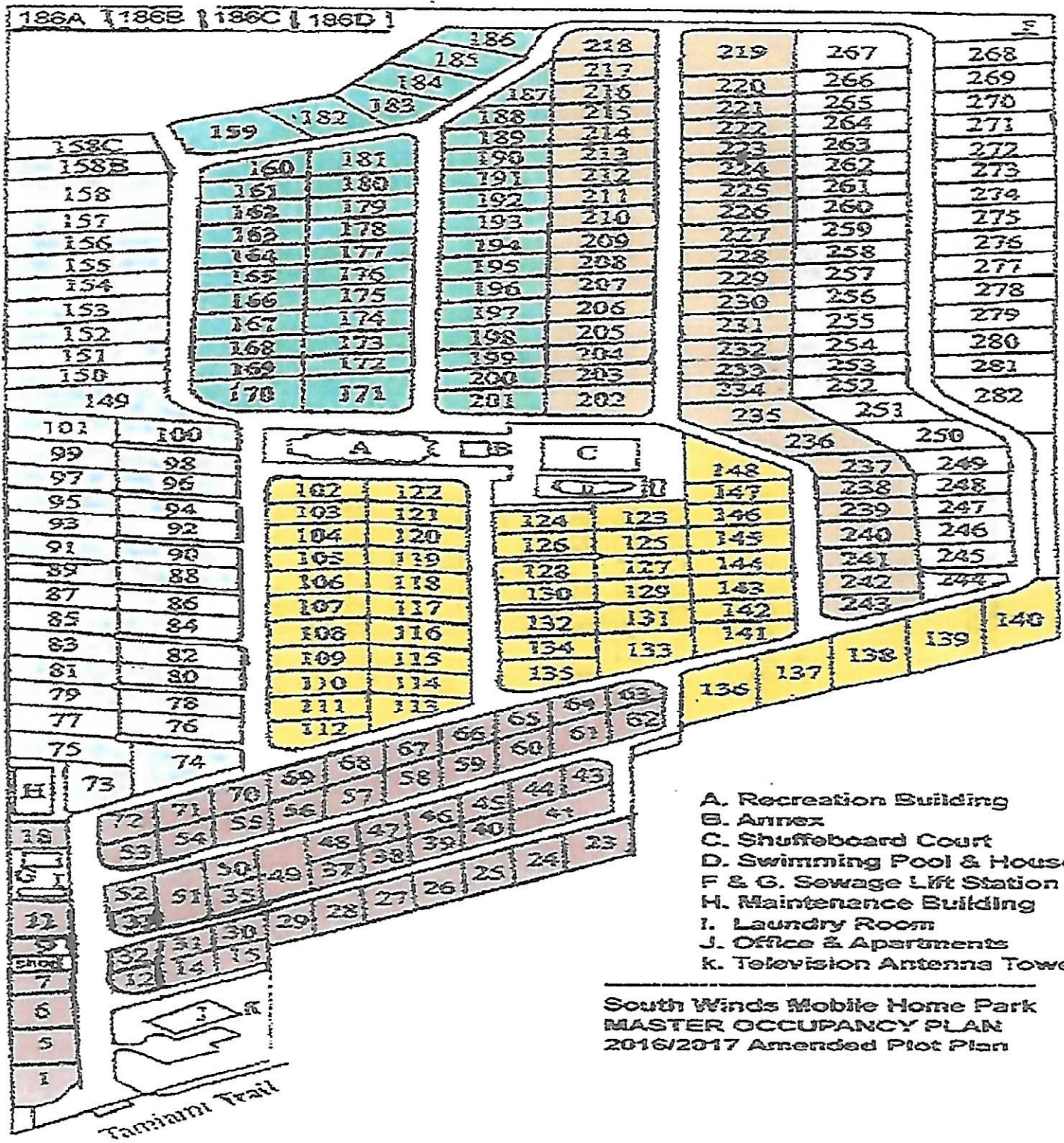
#### **ARTICLE XVII - CAPTIONS AND SECTIONS NUMBERS**

The captions, section numbers and index appearing in these By-laws are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or these By-laws, nor in any way affect their terms.

## **ARTICLE XVIII – RECREATIONAL AND OTHER FACILITIES**

From time to time, the Corporation, 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 Corporation.

# SOUTH WINDS



- A. Recreation Building
- B. Annex
- C. Shuffleboard Court
- D. Swimming Pool & House
- F & G. Sewage Lift Station
- H. Maintenance Building
- I. Laundry Room
- J. Office & Apartments
- k. Television Antenna Tower

**South Winds Mobile Home Park  
MASTER OCCUPANCY PLAN  
2016/2017 Amended Plot Plan**