

This copy of
the By-Laws of
Crystal Bay Travel Park, Inc.
includes all amendments previously
attached. All amendments have been
filed in Pinellas County in the
summer of 2012.

This copy supercedes any previous
copies on file and is dated
March 2013.

By-Laws
Crystal Bay Travel Park, Inc

ARTICLE I. OFFICES

The principal office of the corporation in the State of Florida shall be located at Crystal Bay Travel Park, Inc., Palm Harbor, Pinellas County, Florida. The corporation may have such other offices, either within or without the State of Florida, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

Section 1 - Annual meeting. The annual meeting of the shareholders shall be held on the second Monday in the month of January in each year, beginning with the year ~~1991~~, at the hour of 10:00 o'clock A.M. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

Section 2 - Special meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by ~~the two~~ members of the Board of Directors, and shall be called by the President at the request of the holders of not less than two-fifths of all the outstanding shares of the corporation entitled to vote at the meeting.

Section 3 - Place of Meeting. The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Florida, as the place

for holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Florida.

Section 4 - Notice of Meeting. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen —(14) or more than 60 sixty calendar ~~fifty (50)~~ days before the date of the meeting, either personally, ~~—or~~ by mail, or by email by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his last recorded address. If emailed, such notice shall be deemed delivered when a delivery receipt has been received. The association ~~to~~ will establish a uniform procedure for identifying new owners and providing them copies of the community's documents, with postage thereon prepaid. A notice of the meeting shall be posted on the bulletin board inside the Club House at a conspicuous place on the Cooperative property in accordance with the notice of meeting schedule above. ~~at least fourteen (14) days in advance of the meeting.~~

Section 5 - Quorum. A majority of the outstanding shares of this corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders, present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 6 - Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder

or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting.

Section 7 - Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, provided, however, that when Stockholder-Lesseees ~~other than the developer~~ own fifteen percent (15%) or more of the units that will be operated ultimately by the Cooperative, the Stockholder-Lesseees ~~other than the developer~~ shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Cooperative.

~~The developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Cooperative as long as the developer holds for sale in the ordinary course of business any units in the Cooperative operated by the Cooperative.~~

Within sixty (60) days after Stockholder-Lesseees ~~other than the developer~~ are entitled to elect a member or members of the Board of Directors of the Cooperative, the Cooperative shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the Stockholder-Lesseees for this purpose. Such meeting may be called and the notice given by any Stockholder-Lessee if the Cooperative fails to do so.

Section 8 - Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy as the By-Laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian, personal representative, or conservator may be voted by him either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name

if authority to do so be contained in an appropriate order of the Court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred unless otherwise provided by the pledge instrument, a copy of which is filed with the Secretary.

Shares of its own stock belonging to the corporation or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

Section 9 - Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III. BOARD OF DIRECTORS

Section 1 - General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2 - Number, Tenure and Qualifications. The number of Directors of the corporation shall be not less than three or more than nine. Each Director shall hold office until the next annual meeting of shareholders or until a special meeting or informal action of the shareholders for the purpose of selecting a successor and in either event until his successor shall have been elected and qualified. Directors need not be a resident of the State of Florida, but must be shareholders of the corporation. Each director shall hold office for two (2) years, with four (4) directors being elected to serve on even years and three (3) being elected to serve on odd years.

Section 3 - Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution,

the time and place, either within or without the State of Florida, for the holding of additional regular meetings without other notice than such resolution. If the proposed annual budget of common expenses is to be considered at such meeting (as currently provided under ARTICLE XIII hereof), written notice of the time and place of such meeting or any other meeting which will consider the annual budget and a copy of the proposed budget shall be mailed or delivered to the Stockholder-Lesseees not less than thirty (30) calendar days prior to such meeting, and notice of such meeting shall be posted in the Club House a conspicuous place in the Cooperative in accordance with Section 4 - Notice of Meeting at least forty eight (48) hours before such meeting. If the proposed annual budget requires assessments exceeding 115% of assessments for the preceding year, the special election provisions of Section 711.44 (1) (f) shall apply.

Section 4 - Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Florida, as the place for holding any special meeting of the Board of Directors called by them.

Section 5- Notice. Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given by email, such notice shall be deemed to be delivered when an email delivery receipt is returned to the sender. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any meeting of the Board of Directors or the

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Executive Committee of the Board of Directors may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Meetings of the Board of Directors or the Executive Committee shall be open to all Stockholder-Lessees and notice thereof shall be posted conspicuously forty-eight (48) hours in advance in the club house and emailed to the Stockholder-Lessees for the attention of Stockholder-Lessees except in an emergency.

Section 6 - Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7 - Manner of Acting. 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.

Section 8 - Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A vacancy due to an increase in the number of Directors shall be filled by a simple majority of all of the Directors.

Section 9 - Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, ~~foref~~ attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 10 - Executive Committee. By resolution, the Board of Directors shall have authority to designate two or more of the Directors to constitute an executive committee which committee shall have full authority to exercise all of the powers of the Board of Directors with respect to approving or disapproving

applications for transfers of leases and for subletting dwelling units, opening and closing bank accounts, and such other matters as the Board of Directors may by resolution define.

Section 11 - Telephonic Meetings. The full Board or the Executive Committee may conduct meetings by telephone conference at which each participating member can hear and be heard by all other participating members.

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ARTICLE IV. OFFICERS

Section 1 - Number. The officers of the corporation shall be ~~the~~ President, Vice President, ~~a~~ Secretary, ~~a~~ Treasurer, ~~and, if the Board of Directors deems it advantageous to the corporation, one or more Vice Presidents~~, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except President and Secretary.

Section 2 - Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3 - Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by a simple majority of the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4 - Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be

filled by the Board of Directors for the unexpired portion of the term.

Section 5 - President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He or she shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deed, leases, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. In his absence his duties shall be performed by a Vice-President.

Section 6 - Vice President. In the absence of the President or in the event of his death, or inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or an assistant Secretary, certificates for shares of the corporation, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7 - The Secretary. The secretary shall: (a) keep the minutes of the shareholders' meetings and of the Board of Directors' meetings in one or more books or electronic files provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws as required by law; (c) be custodian

of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal, is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President, or a Vice-President, certificates of shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

The Secretary and Park Administrator shall be present when any corporation records are examined and will ensure the integrity and security of the files are maintained. Electronic back-ups of all files will be performed weekly and maintained with either the Secretary or Park Administrator at a site other than the Club House to ensure proper back-up of files are secured.

Section 8 - The Treasurer. ~~If required by the Board of Directors,~~ ~~the~~ The Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; and (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. In the absence of the Treasurer, the Park Administrator may perform the duties of the Treasurer if so directed by a simple majority of the Board of Directors. The Park Administrator shall also be bonded.

Section 9 - Assistant Secretaries and Assistant Treasurers.
The Assistant Secretaries may sign with the President or a Vice-

President certificates for shares of the corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, as required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or Board of Directors. Assistant Treasurers shall be bonded.

Section 10 - Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the corporation.

Section 1 - Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2 - Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3 - Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4 - Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE VI. CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1 - Certificate for shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock book of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed, or mutilated certificate a new one may be issued therefore upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2 - Transfer of Shares. Subject to requirements of ARTICLE VIII. Transfer of shares of the corporation shall be made only on the stock book of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes. The corporation shall have a first and prior lien upon all the shares registered in the name of each Stockholder for debts due the corporation by such Stockholder, except to the extent the same may be subject to a prior pledge or mortgage to an institutional lender as elsewhere provided herein. Except as otherwise provided, the registration of a transfer of shares upon the books of the corporation shall operate as a waiver of the corporation's lien on the shares so transferred to pre-existing obligations of the transferor.

ARTICLE VII. FISCAL YEAR

The fiscal year of the corporation shall be January 1 through December 31~~determined by the Board of Directors.~~

ARTICLE VIII. LEASES AND THEIR ASSIGNMENT

Section 1 - Form. The form of lease and all the provisions and conditions and terms of the lease are prescribed by these By-Laws by incorporation of said lease as a part hereof, the same being attached hereto and made a part hereof.

Section 2 - Assignment. A Stockholder-Lessee shall not assign his lease nor transfer the demised premises, or any part thereof, nor any part thereof, nor the stock certificate appertaining thereto, except on the following terms and conditions:

A Stockholder-Lessee may assign the leasehold estate hereby created in the stock certificate appertaining thereto only with the previous consent of the Board of Directors of Lessor, provided the assignee shall also simultaneously acquire Stockholder-Lessee's shares of stock of the cooperative as herein before provided, and shall have in writing assumed all obligations of the Stockholder-Lessee to the cooperative and shall have delivered to it a duplicate of such assignment and assumption duly executed by Stockholder-Lessee and the assignee in accordance with the provisions hereof. A Stockhold-Lessee so assigning shall be relieved from all liability thereafter accruing under said lease, or these By-Laws.

The Stockholder-Lessee desiring to make such assignment shall make written application to the Board of Directors giving the name, address and occupation or business of the party to whom he proposes to assign his lease, together with any other information required by the Board of Directors. The Board of Directors shall pass upon the application within two weeks of the post marked date or date the application was received and the decision of the Board of Directors shall be final and conclusive. The Stockholder-Lessee shall be entitled to any rationale used to deny an application and may submit an appeal if there is reason to believe information obtained by the board was

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inaccurate or incomplete. Such rationale for denial shall be provided to the Stockholder-Lessee within one week of the board's decision. No fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required for credit report expense, and this shall be One hundred (\$100.00) Dollars. If such assignment is approved by the Directors, stock to the Cooperative and a new lease and certificate shall be issued and delivered to the assignee.

In recognition of the fact that Crystal Bay Travel Trailer Park has been developed primarily for the comfort, convenience and accommodation of adult persons, the use of all the lots in Crystal Bay Travel Park is hereby limited to residents who are fifty-five (55) years of age or older. No lot shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year. No permanent occupancy of any lot shall be permitted by any individual between the ages of eighteen (18) and fifty-five (55) years of age unless said lot has at least one (1) permanent resident who is the age of fifty-five (55) years or older. Notwithstanding the foregoing, the Board of Directors, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than eighty percent (80%) of the lots in the community having less than one resident fifty-five years of age or older, it being the intent of the members of the association that at least eighty percent (80%) of the lots shall at all times have at least one (1) resident fifty-five (55) years of age or older.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a lot by any person(s) who would thereby create a

violation of the aforestated percentages of adult occupancy. Permanent occupancy or residency shall be defined in the rules and regulations of the association as same may be promulgated by the Board and amended from time to time.

All applicants for assignment of lease and related transfer of stock shall submit an application for approval to the Board of Directors on forms to be provided by the Board, together with the presentation of the fully completed application package and any other documentation which may be required by the Board of Directors. Approval shall not be given until a fully completed application with the required information is received by the Board of Directors.

The Board of Directors shall have the authority to appoint a transfer agent for the coordination of the assignment of the leasehold estate and the transfer of the stock certificates. The transfer agent's fee shall be in an amount as agreed by and between the Board and the transfer agent, from time to time. Any transfer agent fee may ~~shall~~ be divided equally between the buyer or seller unless, otherwise agreed by the parties.

The above amendment to the by-laws, when adopted by a majority of the outstanding members of the association, shall also act as an amendment to the 99 year leases.

ARTICLE X. WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI. AMENDMENTS

The By-Laws of the corporation may be altered, amended, or repealed at any regular or special meeting of the stockholders by a majority vote of all the Stockholders of the corporation (and not merely by a majority of stockholders attending a meeting of stockholders); provided, however, that this right shall be effective

only if the notices of said stockholders' meeting, sent in accordance with the provisions of ARTICLE III, Section 3 and 5, above, advise the stockholders as to the general nature of the alteration, amendment, or repeal proposed to be considered and presented at such a meeting, and provided further that no amendment may be made which affects the security of any existing mortgage on a lease and/or stock certificate without the written consent of the mortgagee.

ARTICLE XII. MANAGEMENT

The Board of Directors may, by resolution, approve exclusive contracts or arrangement for the management, rental and subleasing of the premises, including the individual lots, and may authorize the president or other appropriate officer to enter the same on behalf of Lessor.

ARTICLE XIII. ASSESSMENTS

Section 1 - Determination. The Board of Directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the cooperative property including its operating expenses, the payment for any items of betterments, and establishment of appropriate reserve funds as the Board shall deem meet and proper. That sum or sums shall include provision for property taxes and assessments of the cooperative (until such time as such taxes or assessments are made against the units individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the cooperative as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the real property and improvements thereon (and such personal property as is part of the common elements), which may include a deductible provision, premiums for adequate public liability insurance as determined by the Board, legal and accounting fees, management fees, operating expenses of the property and this corporation, maintenance, repairs and

replacements, (but only as to the common elements except for emergency repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual unit concerned), charges for utilities and water used in common for the benefit of the cooperative, cleaning, and janitor service of the common elements, lawn maintenance, any expenses and liabilities incurred by the corporation in connection with the indemnification of officers and directors provided for herein and in and about the enforcements of its rights or duties against the lessees or others, and the creation of reasonable contingency or reserve requirements.

Regular assessments shall be paid by each Lessee-Stockholder on a monthly basis, or such other basis as the Board may from time to time determine, respective assessments shall be determined according to schedule "A" attached hereto and made a part hereof. The standard of assessments for the first year of operation (or pro rate part thereof) shall be as set forth in a projected operating budget of the cooperative. When the assessment is fixed by the Board of Directors, it shall be retroactive to the first day of that calendar year and the Lessee-Stockholders of individual lots will be credited with the sums they have theretofore paid in that year against any accrued monthly assessment charges for that year. All assessments set by the Board of Directors hereunder shall be due and payable without notice or demand no later than the fifth (5th) day of each month, unless the Board otherwise determines. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each of the lessees thereof and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as provided in the lease.

It is understood between the Lessee-Stockholder and the cooperative that an assessment fixed hereunder is based upon the projection and estimate of the Board of Directors and may be in excess of or less than the sums required to meet the cash requirements of the cooperative, in which event the Board of Directors by appropriate action may increase or diminish the amount of said assessment and make such adjustments respecting the reserves

as in its discretion is meet and proper, including the assessment of each Lessee-Stockholder of his proportionate share of any deficiency or the distribution to each Lessee-Stockholder of his proportionate share of any excess of sums paid beyond the requirements of the cooperative or its reasonable reserves as fixed by the Board of Directors.

The afore-described assessment charges shall not include assessment for utilities separately charged and metered to each travel trailer lot and consumed therein. Nor shall said assessments include any charges for alteration, repairs, painting or maintenance within the interior or exterior of any travel trailer, but only for such alteration, repairs, maintenance, etc., to the common elements of the cooperative (unless, as aforesaid, repairs or replacements which would ordinarily be the obligation of a Lessee-Stockholder must be made for the protection of the common elements of the cooperative and same have not been made by the Lessee-Stockholder of the travel trailer lot concerned).

After the initial determination of the annual cash requirements to be made, the following determination thereof to be made shall be on an annual basis by the Board of Directors at its annual meeting each year unless the time thereof shall be changed by resolution of the Board.

Special assessments, should they be required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (a) those chargeable to all shareholders in the same proportions as regular assessments to meet shortages or emergencies and (b) those assessed against one lessee alone to accomplish repairs or maintenance for which he is responsible within his designated lot area which he has failed to make, or which are for expenses incident to the abatement of a nuisance within his designated lot area.

Common expenses not hereinabove listed which are to be the subject of said assessment shall be defined from time to time by the Board of Directors provided, however, that material alterations or substantial additions to the common elements may be authorized only

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upon a two thirds (2/3) vote of the Stockholders.

Section 2 - Liability, Lien and Priority, Interest, Collection. The holder of a lease, regardless of how acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the holder thereof. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the lease against which the assessments are made.

Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of 10% per annum.

Lessor shall have a lien on each lease and attendant stock certificate for any unpaid assessments, and interest thereon, as well as a claim against the Lessee. Said lien shall also secure reasonable attorney's fees incurred by Lessor incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, of a claim of lien stating the description of the lease and stock certificate, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of lien shall be signed and verified by an officer or agent of the Lessor. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

Liens for assessments may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. Lessor shall have the power to bid in the lease and stock certificate at foreclosure sale, and to acquire and hold, assign, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

Where the mortgage of a first mortgage of record or other purchaser obtains title to the lease as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments pertaining to such lease or chargeable to the former lessee which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the Lessees including such acquirer, his successors and assigns.

Any Lessee shall have the right to require from Lessor a certificate showing the amount of unpaid assessments against him with respect to his lease. The holder of a mortgage or other lien shall have the same right as to any lease upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

ARTICLE XIV. INSURANCE

All insurance policies (except as hereinafter allowed) shall be purchased by the corporation for the benefit of the Lessees and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to the holders of first mortgages on the leases or any of them and shall provide that the insurer waives its right of subrogation as to any claim against Lessees, the corporation and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies

and any proceeds thereof will be held in accordance with the terms hereof.

Each Lessee may obtain insurance, at his own expenses, affording coverage upon his own property and for his liability, but all such insurance shall contain a waiver of subrogation and shall waive any right to contribution.

Section 1 - Coverage. The buildings and all other insurable improvements upon the land and all personal property as may be owned by the corporation shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, hurricane, tornadoe, hail, windstorm and water damage.

Public liability and property damage insurance shall be obtained in such amounts and such forms ~~as shall be required by the Board of Directors,~~ including but not limited to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage, with minimum limits of \$~~1~~300,000 each person and \$~~2~~500,000 each incident, for bodily injury or death.

Workmen's compensation coverage shall be obtained to meet the requirements of law.

All liability insurance shall contain cross liability endorsements to cover liabilities of the Lessees as a group to an individual Lessee and of one Lessee to another.

Premiums upon insurance policies purchased by the corporation shall be paid by the corporation and charged as common expenses.

Section 2 - Insurance Trustee. All insurance policies purchased by the corporation shall be for the benefit of the corporation and the Lessees and their respective mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to any national

Commented [WU5]: Remaining sections need to be translated into commonly understood language...not lawyer speak.

or state bank doing business in Pinellas County, Florida, having trust powers which bank shall be designated from time to time by the corporation as Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold this same in trust for the purposes elsewhere stated herein and for the benefit of the corporation, the Lessees and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.

Proceeds on account of damage shall be held for the benefit of the corporation and the Lessees in proportion to their stock holdings whether or not the buildings are to be restored, except that, if the buildings are not to be restored, mortgagees shall be protected as hereinafter set forth; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Lessee and mortgagee pursuant to the provisions hereof.

Section 3 - Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Lessees and their mortgagees in the following Manner:

(a) All expenses of the Insurance Trustee shall be paid first of provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to the corporation and held by it for the benefit of or as an offset against assessments due from all Lessee-Stockholders.

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or

repaired and the corporation liquidated, the remaining proceeds shall be distributed to the Lessees and their mortgagees, remittances to Lessees and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a lease, and may be enforced by such mortgagee.

In making distribution to Lessees and their mortgagees, the Insurance Trustee may rely upon a certificate of the corporation made by its President and Secretary as to the names of the Lessees and their mortgagees, and their respective shares of the distribution.

(d) The corporation is hereby irrevocably appointed agent for each Lessee or owner of a mortgage or other lien upon a lease or building for the purpose of adjusting or compromising and settling all claims arising out of insurance policies purchased by the corporation and is empowered to execute and deliver releases upon the payment of claims.

Section 4 - Reconstruction or Repair.

(a) Where a loss or damage occurs to any unit or units or the common elements, but said loss is less than "major damage" as hereinafter defined, it shall be obligatory upon the corporation and the Lessees involved to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "major damage".

(i) The Board of Directors shall promptly obtain reliable and detailed estimates of the costs of repair and restoration.

(ii) If the damage or loss is limited to the common elements, with no or minimum damage or loss to any individual shareholder's designated lots and if such damage or loss to the common elements is less than \$25,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the corporation which shall promptly contract for the repair and restoration of the damage.

(b) If the damage or loss involves individual designated lots or if the damage is limited to the common elements alone but is in excess of \$25,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the corporation,

provided, however, that upon the request of an affected institutional first mortgagee, the written approval shall also be required of such institutional first mortgagee. Should written approval be required, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the corporation, and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law, or by the corporation, the aforesaid institutional first mortgagee, and the Insurance Trustee, and deliver same to the Insurance Trustee, and the foregoing shall be in such form as any of the aforesaid parties may require.

(c) Subject to the foregoing, the corporation shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(d) If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or for the actual costs thereof if the work has actually been done), the Board of Directors shall promptly, upon determination of the deficiency, levy a special assessment against all Lessees in proportion to their stockholdings to make up the deficiency, except if the corporation is to be liquidated as hereinafter provided. Special assessment funds shall be delivered to the Insurance Trustee, and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(e) Except in the event of liquidation as hereinafter provided, no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request thereof, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Lessee shall be obliged to replenish the funds so paid over, and his lease and stock shall be subject to special assessment for such sum.

(f) The term "major damage" shall mean loss or damage whereby three-fourths (3/4) or more of the total unit spaced in a building is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of casualty insurance coverage becomes payable. Should such "major damage" occur, the Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and shall call a meeting of all Lessee-Stockholders to be held not later than sixty (60) days after the casualty, to determine their wishes with respect to liquidation of the corporation subject to the following:

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no special assessment is required, then the repair shall be made.

(ii) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, the Board of Directors shall levy and collect assessments against all stockholders of the corporation in proportion to their stock to cover any deficiency and shall restore and repair the damage, unless a majority of the stock of Lessees in the affected building and a majority of the stock of other Lessees shall vote to terminate the cooperative by the liquidation of the corporation.

(iii) In the event of liquidation, the Stockholder-Lessees shall become tenants in common in all real and tangible corporate property and shall share in distribution of intangible property (including the proceeds of insurance and the sale of real and tangible property) in proportion to their stock holdings. Any mortgagee then holding a mortgage on a lease shall thereupon acquire a first lien upon the undivided interest of the Lessee in all real and tangible property, and all distributions of intangible property shall be made to the Lessee-Stockholder and mortgagee jointly. This is a covenant for the benefit of any such mortgagee and may be enforced thereby.

In the event any dispute shall arise as to whether or not "major damage" has occurred, it is agreed that such finding made by the Board of Directors shall be binding upon the parties.

(g) The Insurance Trustee may rely upon a certificate of the corporation certifying as to whether or not the damaged property is to be repaired and restored.

(h) Any repair and restoration must be substantially in accordance with the plans and specifications for the original building or lot or as the building was last constructed, or according to the plans approved by the Board of Directors which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

ARTICLE XV. CONDEMNATION.

In the event of condemnation of all the land and buildings of the Corporation, the Corporation shall be liquidated as hereinabove set forth and the condemnation award distributed among the Stockholders and any mortgagees as hereinabove set forth with respect to other intangible property on liquidation. In the event of the condemnation of a portion of the land and/or buildings of the Corporation, the Board of Directors shall determine the extent to which the economic interest of each Stockholder-Lessee has been affected as reflected by the change in fair market value of his lot and shall apportion the condemnation award among the stockholders accordingly. If the extent of the condemnation is such that any lot is taken entirely, or is rendered uninhabitable, the Shareholder-Tenant thereof may, at his option, surrender his stock and lease to the Corporation which shall pay him his aliquot portion of the condemnation award in complete liquidation of his interest in the Corporation and he shall thereupon be released from any further obligations under the lease, By-Laws or rules and regulations thereof. Any condemnation award paid to a Stockholder-Lessee hereunder shall be made payable to the Stockholder-Lessee and any mortgagee under a duly recorded mortgage jointly.

ARTICLE XVI. MORTGAGE OF CORPORATE ASSETS

The Corporation shall not mortgage the land or buildings thereon or any part hereof without the express approval of two thirds of the Stockholders of the Corporation given at a meeting duly called for that purpose.

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