

BY-LAWS
of
KOVE ASSOCIATION, INC., OF VOLUSIA

A PARK FOR INDIVIDUALS OF 55 YEARS OF AGE OR OLDER

ARTICLE I — GENERAL

1. These are the By-Laws of Kove Association, Inc. of Volusia called the Association in these By-Laws, the Articles of Incorporation of which were filed in the Office of the Secretary of State on October 17, 1977 and the By-Laws amended as the Board of Administration may determine and which the members of the Association approved on MARCH 25th, 1991. All prior By-laws are hereby revoked and superseded in their entirety.

2. THE ASSOCIATION has been organized for the purpose of holding the title to and administering Cooperative Living Units, consisting of mobile home and camper spaces, and appurtenant property pursuant to Chapter 719, Florida Statutes, referred to herein as the Florida Cooperative Act. The property to be administered hereunder consists of lands located in Volusia County, Florida.

THE ASSOCIATION has a total of 278 Cooperative Units, consisting of 161 mobile home spaces, 2 storage lots, and 155 camper spaces.

IT IS THE OBJECT AND PURPOSE OF THIS ASSOCIATION to maintain and operate the buildings and property of the Association on a mutual and cooperative basis for the sole use of its Unit Owners without any rents, profits, or other gains to the Association, and to obtain funds to pay all expenses, costs, charges and the like (including expenses for taxes, interest on obligations, mortgage principal and interest, carrying charges, maintenance and operation of said buildings and property) by assessments against the Unit Owners in proportion to their holdings, and by charges for use of the facilities as the Board of Administration may determine.

3. THE PRINCIPAL AND REGISTERED OFFICE OF THE ASSOCIATION shall be upon the Association property on State Road 415, Osteen, Volusia County, Florida (or such other place as the Board of Administration and ASSOCIATION MEMBERS may determine from time to time.

4. THE FISCAL YEAR OF THE ASSOCIATION shall be the calendar year.

5. THE SEAL OF THE ASSOCIATION shall bear the name of the Association, the word "Florida" and the year of incorporation.

6. FOR PURPOSES OF SERVICE OF PROCESS, the Board of Administration shall designate a resident agent, which designation may be change from time to time, and his/hers or their office shall be deemed an office of the Association for the purpose of service of process.

ARTICLE II

UNIT OWNERS' MEETINGS

1. ANNUAL UNIT OWNERS' MEETINGS: The annual Unit Owners' meeting shall be held at the office of the Association at 10:00 A.M., on the second Monday of January of each year for the purpose of electing the members of the Board of Administration and transacting any other business authorized to be transacted by Unit Owners provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the NEXT DAY that is not a holiday.

2. SPECIAL UNIT OWNERS' MEETINGS: Special Unit Owners' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Administration, and must be called by such officers upon receipt of a written request from Unit Owners entitled to cast one-third (1/3) of the votes of the entire membership and also as provided in Article V, 2 (d) hereof, of Article III, 2 (e).

3. NOTICE OF ALL UNIT OWNERS' MEETINGS: Notice of all Unit Owners' meetings stating the time and place and the objects for which the meeting is called shall be given in writing by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each Unit Owner at his address as it appears on the books of the Association and shall be mailed or delivered in person and signed for by the unit owner, dated on date of delivery, not less than fourteen (14) days or more than sixty (60) days prior to the date of the meeting. Also, such notice shall be conspicuously posted on the cooperative property at least fourteen (14) days prior to the meeting. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

4. QUORUM: A quorum at Unit Owner's meetings shall consist of persons entitled to cast fifty percent (50%) of the votes of the total number of Units, and the same may be present in person or by proxy. The acts approved by a majority of the Unit Owners present at a meeting at which a quorum is present, shall constitute the acts of the Unit Owners, except when approval by a greater number of members is required by Articles of Incorporation of the Association or these By-Laws.

5. PLACE OF MEETING: The Board of Administration with the approval of a majority of the members of the Association may designate any place within the State of Florida, as the place of meeting for any annual meeting or for any special meeting called by the Board of Administration or a majority of members of the Association. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be the registered office of the Association in the State of Florida.

ARTICLE II -- CONTINUED

6. VOTING: The Unit Owners, or some person designated by a Unit Owner to act as proxy on his/her or their behalf, who need not be an owner shall be entitled to cast the vote of appurtenant to such Unit at all meetings of Unit Owners. The total number of votes of all Unit Owners shall be equal to the number of units. Each Unit Owner (including the Board of Administration, or its designee, if it shall then hold title to one or more units) shall be entitled to cast the number of votes at all meetings of the Unit Owners equal to the number of units then owned. There shall only be one (1) vote per unit owned.

7. PROXIES: Votes may be cast by proxy. A proxy is a power of attorney granted by the owner of a Unit to another person to vote at any annual or special meeting of the Unit Owners. A proxy may be made by any person entitled to vote, shall be valid only for the particular meeting or meetings designated in the proxy, must be filed with the Secretary before the appointed time of the meeting or at any adjournment of the meeting and shall be revocable at any time by written notice to the Secretary by the Unit Owner or Owners so designated. No one person may hold more than five (5) proxies.

8. ADJOURNED MEETING: If any meeting of Unit Owners cannot be organized because a quorum has not attended, those who are present, either in person or by proxy, may adjourn the meeting from time to time until the quorum is present. Except after the 3rd adjournment, those present in any month from October through May shall be considered a quorum.

9. UNIT OWNERS ENTITLED TO VOTE: For the purpose of determining the Unit Owners entitled to notice of or to vote at any meeting of the Unit Owners, or in order to make a determination of the rights of Unit Owners for any other proper purpose, the date on which notice of any meeting is mailed or delivered the date on which any resolution of the Board of Administration is adopted respecting Unit Owners' rights, as the case may be, shall be the record date for such determination of the Unit Owners.

10. VOTING LISTS: The officer or agent having charge of the transfer of books for Units of the Association shall make, at least ten (10) days before each meeting of Unit Owners, a complete list of the Unit Owners entitled to vote at such meeting, arranged in alphabetical order, with the address of the unit or units and the number of Units held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Association and shall be subject to inspection by any Unit Owner at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Unit Owner during the whole time of the meeting. The original transfer book, or a duplicate thereof kept in this state, shall be prima facie evidence as to who are the Unit Owners entitled to examine such list or transfer book or to vote at any meeting of Unit Owners.

ARTICLE II – CONTINUED

11. ORDER OF BUSINESS: The order of Business conducted by the Board of Administration at annual Unit Owners' meetings and as far as practical at other meetings of members shall be:

- a. The chairman shall call the meeting to order.
- b. Calling of the roll and certifying proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Appointment of inspectors of elections.
- h. Election of members of the Board of Administration.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

ARTICLE IIIBOARD OF ADMINISTRATION

1. MANAGEMENT OF AFFAIRS: The affairs of the Association shall be managed by the Board of Administration composed of five (5) members, who are required to be Unit Owners. After the first elections the three (3) Candidates with the most votes shall serve for a two (2) year term, and the other two (2) will serve for one (1) year. Thereafter, the number to be elected each year shall be determined by the number of vacancies occurring, and each person elected to the Board shall serve for two (2) years. Those selected by the Board of Administration to fill out a Board Member's term, for any reason, shall serve the remaining tenure of that person's term.

If for any reason a board member cannot, or does not wish to serve the second year of his/her two year term, he/she shall so notify the nominating committee at the time the nominating committee is appointed.

ARTICLE III – CONTINUED

2. ELECTION OF UNIT OWNERS TO THE BOARD OF ADMINISTRATION: The election of the members of the Board of Administration shall be conducted in the following manner:

a. A nomination committee of three to five (3-5) members shall be appointed by the Board of Administration not less than thirty (30) days prior to the annual Unit Owners' meeting. The committee shall nominate at least one (1) person for each position. Additional nominations may be made from the floor at the annual meeting. A slate of two (2) or more members may be nominated to run for election to the Board of Administration.

b. The election of the Unit Owners to the Board of Administration shall be held at the annual Unit Owners' meeting.

c. The election shall be by written ballot and by a plurality of the votes cast, each person voting that represents a unit being entitled to cast his/her vote for each of as many nominees as there are vacancies to be filled. There shall only be one (1) vote per unit owned.

d. Except as to vacancies provided by removal of members of the Board of Administration, vacancies in the membership of the Board of Administration occurring between annual meetings of Unit Owners shall be filled by the remaining members of the Board.

e. Any member of the Board of Administration may be removed by concurrence of a majority of the votes of the entire number of Unit Owners at a special meeting of the Unit Owners called for that purpose. The vacancy so created shall be filled by the Unit Owners of the Association at the same meeting.

3. TERM OF OFFICE: Each Board Member's term of service shall extend until his/her successor is duly elected, and takes office, or until removal in the manner elsewhere provided.

4. ORGANIZATIONAL MEETING: The organizational meeting of a newly elected Board of Administration shall be held immediately following the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, except as provided in 10 below.

5. REGULAR MEETINGS: The regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be posted at least three (3) days prior to the date named for such meeting, and are open to all unit owners.

ARTICLE III – CONTINUED

6. SPECIAL MEETINGS: Special meetings may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the members. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting and in accordance with 10 below.

7. WAIVER OF NOTICE: Any member of the Board of Administration may waive notice of a meeting before or after the meeting and such waiver may be deemed equivalent to the giving of notice.

8. QUORUM OF MEMBERS: A quorum at Board meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration, except when approval by a greater number of members is required by the Articles of Incorporation, or these By-Laws.

9. ADJOURNED MEETINGS OF BOARD MEMBERS: If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice, except in accordance with 10 below.

10. JOINDER BY APPROVAL OF MINUTES: The joinder of a member in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of such member for the purpose of determining a quorum.

11. UNIT OWNERS' ATTENDANCE: All meetings of the Board of Administration shall be open to Unit Owners and notice of such meetings shall be posted conspicuously on the premises of the cooperative not less than three (3) days prior to the time of the meeting, except in case of an emergency.

12. PRESIDING OFFICER AT BOARD MEETINGS: The presiding officer of a meeting of the Board of Administration shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer of the meeting, the Board members present shall designate one of their number to preside.

13. ORDER OF BUSINESS AT BOARD OF ADMINISTRATION MEETINGS: The order of business at the meetings shall be:

- a. Calling of the Roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of Officers when required.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

ARTICLE III – CONTINUED

14. COMPENSATION: The members of the Board of Administration and the Officers shall not receive compensation for their services as such.

15. POWERS: The property and business of the Association shall be managed by the Board of Administration, which may exercise all corporate powers not specifically prohibited by statute or Certificate of Incorporation. The powers of the Board of Administration shall specifically include, but not be limited to, the following:

a. Determination of the rent, assessments and budget of common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and installments of principal and interest on any obligations owed by the Association;

b. To allocate the proportionate shares of common expenses and ownership in the common areas;

c. To use and expend the assessments collected to maintain, care for and preserve the Units, appurtenant property and common areas, except those portions thereof which are required to be maintained, cared for or preserved by the Unit Owners;

d. To make and collect assessments and supplemental assessments, and establish a time within which payment of same are due;

e. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

f. To enter into and upon the Units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

g. To insure and keep insured said property against loss from fire and/or other casualties, and the Unit Owners against public liability, and to purchase such other and further insurance as the Board of Administration may deem advisable;

h. To collect delinquent rent, assessments and supplemental assessments by suit or otherwise, abate nuisances and enjoin or seek damages from Unit Owners for violation of these By-Laws;

i. To promulgate such Rules and Regulations pertaining to the use of occupancy, management and operation of the cooperative living units, storage spaces and common areas at the Association's premises as the Board of Administration may deem proper, and as are consistent with the Articles of Incorporation, with these By-Laws, and with the proprietary leases then in effect.

ARTICLE III — CONTINUED

j. To issue written citations and impose fines, etc. as needed for violations of the Rules and Regulations, the By-Laws and the Proprietary lease pertaining to the use, occupancy, management and operation of the Cooperative Living Units, and common areas at the Association's premises and the Board of Administration may deem proper, and consistent with the Articles of Incorporation, with these By-Laws, and with the proprietary leases then in effect. No fine shall exceed \$50.00, nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and if applicable, his/her licensee or invitee;

k. To terminate a lease when it is determined by a majority of the Board of Administration that there is a continued violation of the Rules & Regulations and/or the By-Laws by the Unit Owner. Such violations shall be considered objectionable conduct and may result in a reason for termination of lease as stated in the proprietary lease paragraph 22-e (Objectionable conduct);

l. To accept or reject applications for purchase or repurchase of Units and to accept or reject applications for the subleasing of any such Unit;

m. To purchase and sell Units;

n. To appoint from the membership of the Board of Administration and association members an executive committee and other committees;

o. To lease Cooperative Living Units to Unit Owners and prescribe the form, term, conditions, and obligations of all leases, provided that the same are not in conflict with these By-Laws, and to authorize the proper officers to execute leases on behalf of the association;

p. To employ such personnel as may be required for the maintenance and preservation of the property;

q. To determine the method and amounts of any distribution in liquidation of the Association.

ARTICLE IV — A
ADMINISTRATION — OFFICERS

1. BOARD OF ADMINISTRATION — The Unit Owners at the Annual Unit Owners' meeting shall elect the number of members necessary to maintain the Board of Administration at its full complement of five (5) members whose responsibility shall be to manage the affairs of the Association. The Board of Administration shall then meet to elect from their number a President, a First Vice-President, a Second Vice-President, and a Secretary and a Treasurer. These shall be the executive officers of the Association, and those chosen for these offices shall serve at the pleasure of the members of the Board of Administration, and the Unit Owners. There shall only be one (1) vote per unit owned.
(See Article III, 2-e and Article IV, A-5.)

ARTICLE IV A - CONTINUED2. THE POWERS and duties of the executive officers are as follows:

A. PRESIDENT: The President shall be the chief executive officer of the Association. He/She shall have all the powers and duties usually vested to the office of the President of an Association, including, but not limited to the power to appoint committees from among the unit members from time to time as he/she in his/her discretion may determine appropriate and to assist in the conduct of the affairs of the Association.

B. FIRST VICE-PRESIDENT: The First Vice-President in the absence of the President or as a result of his/her disability, shall exercise the powers and perform the duties of the President. He/She shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board.

C. SECOND VICE-PRESIDENT: The Second Vice-President shall be responsible for all activities and entertainments for the Association members. He/She shall have the power to appoint the chairman of entertainment and recreational activities carried on for the Association members. He/She shall receive the report and work with the entertainment and activities chairman. He/She shall assist the President generally and shall exercise such other powers and perform such other duties as shall be prescribed by the Board of Administration. In the absence of both President and First Vice-President, he/she shall exercise the power and perform the duties of the President.

D. SECRETARY: The Secretary shall keep the Minutes of all proceedings of the Board of Administration and the Unit Owners in a businesslike manner. He/She shall attend to the giving and serving of all notices to the members and Board and other notices required by law. He/She shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He/She shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Board or the President. All minutes of the Association shall be kept in a businesslike manner and shall be available for inspection by Unit Owners or their authorized representative, and Board members at all reasonable times. The minutes of the Association shall be retained for a period of seven (7) years. The Members of the Board of Administration shall choose one of their number to perform the duties of the Secretary when the Secretary is absent.

E. TREASURER: The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He/She shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer.

3. The Board of Administration from time to time shall elect such other officers and designate their powers and duties as the Board shall find be required to manage the affairs of the Association.

ARTICLE IV A – CONTINUED

4. ABSENTEEISM: In the absence of any Board Member for a period of more than 30 days, the Board of Administration is empowered to appoint a Unit Owner as a substitute. Such substitute would have ALL THE POWERS, duties and responsibilities of the person he/she is replacing for the period specified.

EDITOR'S ADDENDUM: This By-Law goes against Florida Statute 719.104(8)(b) and is therefore null and void. See Exhibit B attached.

5. REMOVAL: Any officer of the Association may be removed by the Board of Administration at a meeting called for such a purpose.

ARTICLE IV – BPERMANENT/STANDING COMMITTEES

I. PERMANENT/STANDING COMMITTEES are committees whose members shall serve as appointed by the Board of Administration to aid in providing continuity in the Administration of the affairs of the Association. These Advisory Committees shall work closely with the elected Board of Administration. They shall make reports at the Association's monthly and annual meetings. Members of the Permanent/Standing Committees can only be removed by a majority vote of the Board of Administration, and when any position becomes vacant for any reason, the vacancy may be filled by appointment by the Board of Administration.

II. TERM OF MEMBERSHIP on Permanent/Standing Committees: Committee members shall continue to serve on the appointed committee until their successors have been appointed, and they are relieved of duty by the Board of Administration. Members of Permanent/Standing Committees may be re-appointed by the incoming Board of Administration.

III. THE FOLLOWING Permanent/Standing Committees shall be established and maintained:

A. THE LAW RESEARCH AND ADVISORY COMMITTEE: A committee of four (4) or more association members to serve with one member being a member of the Board of Administration. The committee will have the following responsibilities:

1. To be well-informed on the Florida Statute #719.
2. To be abreast of the laws or changes in laws that may affect the Association.
3. To be cognizant of all licenses, permits, etc. that the Association is required to have and abide by.
4. To work closely with the Board of Administration, or intercede for the Board if so desired by the Board and an attorney is required.

B. MAJOR EXPENDITURE AND EQUIPMENT MAINTENANCE COMMITTEE: A committee of four (4) or more association members appointed to serve with one member, being the Board of Administration member in charge of maintenance. The committee will have the following responsibilities:

ARTICLE IV-B CONTINUED

1. To oversee the maintenance of all equipment, buildings, fences, roads, gate, etc., and keep the Board of Administration advised on both current and future needs.
2. To determine if and when a particular piece of equipment is needed, and identify the best equipment to their knowledge to fill the need, and recommend the best price to the Board of Administration for approval.
3. To meet with the budget and finance committee each year to appraise them of future needs so that adequate reserves may be established or funds provided in the budget to meet the Association's needs.

- C. BUDGET AND FINANCIAL ADVISORY COMMITTEE: A committee of four (4) or more association members appointed to serve with one member being a member of the Board of Administration. The committee will have the following responsibilities:
1. To work with the seated Treasurer to compose the annual budget and to determine long range financial requirements for the Association.
 2. To perform at least one audit of the Association books during each year.
 3. To train each new Treasurer in the Kove Association bookkeeping system.
 4. To maintain a record of all outstanding CD's and their maturity dates.

NOTE: when possible, all members of this committee shall be past Treasurers of the Association.

- D. RULES AND REGULATIONS COMMITTEE: A committee of four (4) or more Association members with one member being a member of the Board of Administration. A member of the "Law Research and Advisory Committee" shall also serve on the Rules and Regulations Committee. The committee will have the following responsibilities:
1. To be well informed as to all the references to rules and regulations in the Proprietary lease. The rules and regulations forms, and any reference to rules and regulations in the By-Laws for administering the affairs of Kove Association.
 2. To assist in the interpretation of the rules and regulations to and for the Board of Administration, permanent standing committees and Association members when call upon to do so.
 3. To keep the rules and regulations of Kove Estates updated so that the application of these rules and regulations may continue to contribute to the quality of life for the Association members, and be a guide to possible improvements for the betterment of Kove Estates.

ARTICLE IV-B CONTINUEDE. ADDITIONAL STANDING COMMITTEES

IN ADDITION TO THESE PERMANENT/STANDING COMMITTEES OF THE ASSOCIATION, the Board of Administration may appoint the following additional standing committees:

Entertainment	Park Inspection
Ladies and Mens Golf	By-Laws
Grievance and Suggestions	Civic Action
Work Order	Pool

ARTICLE VFINANCES

The provisions for fiscal management of the Association is as follows:

1. ACCOUNTS: The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. CURRENT EXPENSE, which shall include all expenses of the operation, maintenance, repair, or replacement of the cooperative property, except expenditures chargeable to reserves, or betterments. The balance in this fund at the end of each year shall be applied to reserves when needed and to reduce the assessments for current expenses for the succeeding year.

b. RESERVE FOR DEFERRED MAINTENANCE, which shall include funds for maintenance items that occur less frequently than annually.

c. RESERVE FOR REPLACEMENT, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. BETTERMENTS, which shall include the funds to be used for capital expenditures for additional improvements, payment of principal and interest due on obligations owed by the Association, or to acquire additional personal property that will be used in the common areas.

e. COSTS of carrying out the powers and duties of the Association.

f. ATTORNEY FEES IN CASE OF SUIT: If in the event that any Association member files a lawsuit or complaint against Kove Association that requires the expense of an attorney to resolve the issue, and it results in affirmative judgement for the Association, the expenses incurred will be the responsibility of the member filing the lawsuit. (See Proprietary Lease, Paragraph 20)

ARTICLE V - CONTINUED

2. BUDGET: The Board of Administration shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves, according to good accounting practices as follows:

(a) CURRENT OR COMMON EXPENSE: the amount for which shall not exceed 115% of the budget for this account for the prior year.

(b) RESERVE FOR DEFERRED MAINTENANCE: the amount of which shall not exceed 115% (One Hundred Fifteen Percent) of the budget for this account for the prior year.

(c) RESERVE FOR REPLACEMENT: the amount for which shall not exceed 115% (One Hundred Fifteen Percent) of the budget for this account for the prior year.

(d) INCREASES IN ASSESSMENTS: The amount for each budgeted item may be increased over the foregoing limitations when approved by a majority of the total number of Unit Owners of the Association at any regular or special meeting. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments for the prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration for repairs or replacement of co-operative property or for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and the computation shall not include assessments for betterments to the co-operative property.

If a budget is proposed for adoption by the Board of Administration which requires assessments against the unit owners in any calendar or fiscal year exceeding the set limitations, and has not been adopted by a majority of the Unit Owners, a special meeting of the unit owners shall be held to discuss these assessments upon written application to the Board of Administration, or member thereof, by ten (10%) of the unit owners. Such application from unit owners must be filed before the proposed budget or amended budget is approved and adopted by a majority of the total number of Unit Owners at any meeting called for the purpose of approving and adopting a budget for the Association for the coming year.

e. APPORTIONMENT OF ANNUAL ASSESSMENT: The annual assessment shall be apportioned among the Units based upon the market value of the Unit at the time of first occupancy, compared to the market value of all Units at the time of first occupancy. Exhibit A attached hereto states the percentage of the annual assessment to be borne by each Unit, by using such basis for apportionment. Said assessment shall be due and payable, without notice, in equal monthly installments in advance on the first day of each and every month during said year.

ARTICLE V — CONTINUED

f. SUPPLEMENTAL ASSESSMENT: If at any time the Board of Administration shall, by resolution, declare that an emergency exists requiring additional funds not included in the annual assessment provided for in Section 2 of this Article, it may make a supplemental (estimate) of the sum to be required by the Association for the purposes described in Section 2 of this Article, for the ensuing year, and levy a supplemental assessment therefore. Such supplemental assessment shall be apportioned in the same manner as the annual assessment, and shall become payable at such time or times and in such manner as shall be determined by the Board of Administration.

3. ALLOCATION OF COMMON AREAS AND COMMON SURPLUS OWNERSHIP: The ownership allocated to each Unit in the common areas and common surplus of the Association shall be allocated in the same manner as the annual assessment, as described in Exhibit A attached hereto.

4. BUDGET MEETINGS AND PROCEDURES FOR APPROVING AND ADOPTING A BUDGET:

a. Each unit owner shall be given a copy of the proposed budget showing assessments along with a written notice of the time and place at which the Board of Administration shall meet to consider and adopt the budget. The meeting shall be open to all Unit Owners. This notice and copy of the budget shall be transmitted by mail, or delivery that has been signed for on date of receipt, to each Unit Owner at least thirty (30) days prior to the meeting at which the budget will be presented for adoption. If the proposed budget is approved by a majority of the whole number of Unit Owners when presented for adoption by the Board of Administration at this scheduled meeting, then the proposed budget shall become the Association's budget for the coming year, and this approved budget shall not thereafter be examined by Unit Owners for the purpose of protesting to the adoption of this approved budget.

b. The budget also may be presented to the Unit Owners in writing and if approved by a majority of the whole number of Unit Owners in writing, the budget shall be adopted and shall not thereafter be examined by Unit Owners for the purpose of protesting it's adoption.

c. If the proposed budget is not approved and adopted by a majority of the Unit Owners at the scheduled meeting for considering and adopting the budget for the coming year and is amended subsequently, a copy of the amended budget shall be furnished to each Unit Owner. At least seven (7) days prior to the time and place at which the Board of Administration shall meet to adopt an amended budget, a written notice of such meeting shall be posted. The meeting shall be open to all the Unit Owners.

5. BANK DEPOSITORY: The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Board of Administration, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks, signed by such persons as are authorized by the Board.

ARTICLE V — CONTINUED

6. REPORTS: A non-member certified public accountant's report of the accounts of the Association shall be made annually and a copy of the report shall be posted By April 1st and be furnished to each member Upon written request not later than April 10th of the year following the year for which the report is made.

7. RECORDS: The Association shall maintain all if its accounting records according to generally accepted accounting practice, and shall include:

a. A record of all receipts and disbursements; and

b. An account of each Unit, designating the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments are due, the amounts paid upon the account, and the balance due.

c. records of the Association shall be kept for a period of Seven (7) years.

d. The Association shall retain a copy of each current insurance policy obtained by the Association.

8. INSPECTION: the records of the Association, including those described in paragraph 7 of this Article V, shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. Also, written summaries of such records shall be supplied at least annually to Unit Owners or their authorized representatives upon written request.

ARTICLE VI

CERTIFICATES FOR MEMBERSHIP AND THEIR TRANSFER

1. CERTIFICATES FOR MEMBERSHIPS: Certificates representing memberships in the Association shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. All certificates for memberships shall be consecutively numbered or otherwise identified. The name of the person to whom the memberships represented thereby are issued, with the number of memberships and date of issue, shall be entered on the books of the Association. All certificates surrendered to the Association for transfer shall be cancelled and no new certificate shall be issued until the former certificate for such memberships 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 Association as the Board may prescribe.

ARTICLE VI — CONTINUED

2. TRANSFERS OF MEMBERSHIPS: Subject to the limitations contained in Section 3, hereafter, transfers of memberships of the Association shall be made only on the books of the Association 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 Association, and on surrender for cancellation of the certificate for such memberships. The person in whose name memberships stand on the books of the Association shall be deemed the owner thereof for all purposes as regards the Association.

3. LIMITATIONS ON TRANSFERS OF MEMBERSHIPS:

a. Memberships of the Association may only be transferred on the books of the Association upon compliance with the limitations next set forth.

b. A member may only transfer the memberships in the Association owned by him/her or it with the previous written consent of the Association pursuant to the resolution duly adopted by an affirmative vote of not less than two-thirds (2/3's) of the members of the Board attending a meeting thereof regularly called and with a quorum present.

c. In the event that a member requests permission so to transfer his memberships in the Association as aforesaid, and the Board does not consent thereto by an affirmative two-thirds vote as set forth in the preceding subsection hereof or fails to act within thirty (30) days after submission or references to them or Lessor's agent, the member so desiring to transfer his membership may in writing request the President of the Association to call a special meeting of the members to consider such request for transfer; and thereupon the President shall call such special meeting, for a date not more than fifteen (15) days after the date on which the written request of such member is received by the President. Upon the holding of such special meeting of members (and a quorum being present or represented), if the members by an affirmative vote of a majority of the number of memberships present or represented thereat approve such transfer, such action by the members shall constitute the consent of the Association to the transfer of such membership.

d. In any event, memberships of the Association may only be transferred concurrently with a transfer or assignment of the Lessee's interest under a member's proprietary lease relating to a Cooperative Living Unit on the Association's property and to the transferee or assignee of the Lessee's interest under such lease.

e. (Unless the Board by resolution specifically approves otherwise), the memberships in the Association owned by a member may only be transferred as an entirety and not split into separate certificates or transferred to separate transferees.

ARTICLE VI – CONTINUED

f. The Association shall have a first and paramount lien upon all memberships of the Association for debts due it from the holders there-of; and for the purpose of enforcing such lien the Board may sell the memberships in such a manner as it deems appropriate and without surrender of the certificate or certificates evidencing such membership; but no such sale shall be had until default by the holder of the membership after the debt in question is due, and continuance thereof for sixty (60) days after written notice of the Association's intention to sell such memberships shall have been served upon the member or his executor or administrator.

g. A suitable legend as to the fact that the By-Laws of the Kove Association, Inc. of Volusia restrict the transferability of its memberships shall be placed upon all certificates for memberships issued by the Association; which legend shall be in substantially the following form:

"The transferability of the memberships evidenced by this certificate is limited and restricted by the By-Laws of Kove Association, Inc. of Volusia County."

ARTICLE VIIAMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. NOTICE: Notice of the subject matter of the proposed amendments shall be included in the notice of any meeting at which a proposed amendment is considered. Proposals to amend the 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 this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Laws...for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE IV – CONTINUED

2. PROPOSAL AND ADOPTION OF AMENDMENTS: A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by Unit Owners of the Association. Members of the Board of Administration or Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval for amendment must be by: not less than a majority of the entire membership of the Board of Administration and by not less than a majority of the votes of the Unit Owners of the Association. There shall be only one vote per unit.

The foregoing Amendments and Form of the By-Laws of Kove Association, Inc. of Volusia were approved by the Board of Administration and by the Unit Owners on March 25th, 1991. and the foregoing were then adopted as the official By-Laws of Kove Association, Inc. of Volusia as of March 25th, 1991.

Editor's Note: This document is signed by the Kove Association Board of Administration that was serving on March 25th, 1991. It is signed and notarized on April 5th, 1991 by Julieta R. Mosher, Florida Notary Public, and subsequently entered into the Volusia County Florida records by Court Clerk, Diane M. Matousek. See Exhibit C.

This document is NOT an official Kove Association document. This document was copied, as closely as possible, from the original document and includes all errors, omissions and inconsistencies that appeared in the original document.

This document was created as a PDF for ease of searching and sharing.

Matt Coale
August 2022

**APPORTIONMENT OF COMMON EXPENSES TO EACH UNIT AND
ALLOCATION OF THE OWNERSHIP OF EACH UNIT IN THE
COMMON AREAS AND COMMON SURPLUS**

UNITS

PERCENTAGE

***C-1 thru C-115**

.0030

****M-116 thru M-129
(including M-131)**

.0048

****M-130 thru M-183
(except M-131)**

.0042

****M184 thru M-278**

.0038

***C Area Unit I**

****M Mobile Home Unit II**

UNIT OWNER

(8) CORPORATE ENTITY.—

(a) The officers and directors of the association have a fiduciary relationship to the unit owners. An officer, director, or manager may not solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his or her own benefit or that of his or her immediate family, from any person providing or proposing to provide goods or services to the association. Any such officer, director, or manager who knowingly solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to s. 719.501(1)(d). However, this paragraph does not prohibit an officer, director, or manager from accepting services or items received in connection with trade fairs or education programs.

(b) A director of the association who is present at a meeting of its board at which action on any corporate matter is taken is presumed to have assented to the action taken unless the director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes.

(c) A unit owner does not have any authority to act for the association by reason of being a unit

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ARTICLE VI - CONTINUED

2. PROPOSAL AND ADOPTION OF AMENDMENTS: A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by the Unit Owners of the Association. Members of the Board of Administration or Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval for amendment must be by: not less than a majority of the entire membership of the Board of Administration and by not less than a majority of the votes of the Unit Owners of the Association. There shall be only one vote per unit.

The foregoing Amendments and Form of the By-Laws of Kove Association, Inc. of Volusia were approved by the Board of Administration and by the Unit Owners on MARCH 25th, 1991. and the foregoing were then adopted as the official By-Laws of Kove Association, Inc. of Volusia as of MARCH 25th, 1991.

SIGNED:

PRESIDENT

William J. Taylor

FIRST VICE-PRESIDENT

Ralph Brown

SECOND VICE-PRESIDENT

Earl Bawn

SECRETARY

Mary Jane Carter

TREASURER

Donald W. Aldrich

STATE OF FLORIDA

COUNTY OF VOLUSIA

Florida.

SIGNED BEFORE ME this 5th day of April, 1991, at Osteen,

Julia R. Mashburn
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES NOV. 3, 1991.
BONDED TO THE NOTARY PUBLIC UNDER THE

