

KPW SERVICE ASSOCIATION, INC.

AMENDED BYLAWS

These Amended Bylaws shall govern the operation of the KPW Service Association, Inc., a Florida Not For Profit Corporation, hereafter referred to as the Association. The Amended Bylaws were approved by the Board of Directors and are effective November 1, 2024.

These Amended Bylaws replace and supersede all prior bylaws of the association specifically including, but not limited to the Bylaws dated January 7, 2014, and any amendments thereto. Any provisions in prior bylaws that conflict with these Amended Bylaws are hereby revoked and declared null and void.

ARTICLE I

THE ASSOCIATION DEFINED

1. The Association shall consist of Members who have entered into the Annual Service Agreement. The Association may engage employees.
2. The principal and mailing address of the Association is 202 Cambridge Trail, Sun City Center, FL 33573.
3. The Association shall provide service to the Association Members (Members) in accordance with the Annual Service Agreement (Agreement) selected by each Member.
4. The objective for the Association is to provide services that are economical, convenient, fair, and desired by the Members.
5. Membership in the Association shall be limited to owners and residents of Kings Point, Sun City Center, FL.
6. The Association is a not-for-profit corporation organized under Chapter 617 of the Florida Statutes. It is subject to the laws of the State of Florida.
7. The contractor(s) providing service for KPW shall be determined by the authority as set forth in these Bylaws, and the service contract(s) shall be written to be consistent with these Bylaws, Board policies, and Board directives.

ARTICLE II

THE ASSOCIATION MEMBERS

1. Each homeowner shall be accepted into membership after meeting the requirements as follows:
 - a. completing an Annual Service Agreement Form provided by the Association; and
 - b. payment of initial fees that include equipment inspection, equitable share of Association reserve funds, and the annual service fee.
2. The Annual Service Agreement forms shall specify the specific appliances covered by the Agreement and any limitations on said service.
3. To retain and renew membership, each Member must submit the membership enrollment form annually.

4. At the annual enrollment, Members can select from the scope of services offered. Selections are subject to an initial inspection and related fees, which may be required if additional appliances are to be covered.
5. **The completed enrollment form is** due by the end of the **current** Agreement term. A late **enrollment** will be subject to a late fee and a reinspection fee. If a reinspection fee is required, then the equipment must pass the inspection for the Member to renew the Agreement.
6. **Lapsed policies** are subject to our policies and procedures, a copy of which can be requested through our office or downloaded from our website.
7. If unit ownership is vested in more than one (1) person, then all of the persons so owning said unit shall be Members eligible to attend meetings (space permitting) as hereinafter indicated but there shall be only one (1) vote associated with each unit and such vote may be cast by any one of the owners of such unit. A Member owning more than one (1) unit shall be entitled to one (1) vote for each unit owned.
8. **After a home sale, membership in the Association is terminated. Buyers will not be automatically transferred into an existing Agreement from the seller.**
9. **If a buyer wants to establish an Agreement with the Association, they must apply as new Members** following our policies and procedures document, a copy of which can be requested through our office or downloaded from our website.
10. Annual Agreements will be sent by U.S. Mail to the address of record provided to the Association. Additional communications may be sent by email and through the Association website. Most documents will be available for inspection on the Association website.

ARTICLE III ASSOCIATION EMPLOYEES

The Board of Directors (the "Board") shall be responsible for drafting, maintaining, and implementing all policies related to employee responsibilities, duties, and operating activities. Under the direction of the Board, the Office Manager will be responsible for day-to-day operations in compliance with the Bylaws, Board established policies, and Board directives.

ARTICLE IV BOARD OF DIRECTORS

1. The business of the Association shall be governed and managed by a Board of Directors (Board) consisting of seven (7) members. Any vacancy occurring on the Board of Directors shall be filled by the current remaining directors. The directors of the Board shall elect and appoint a Chairman of the Board. For the avoidance of doubt, a Board member is required to be a Member of the Association in good standing.
2. **Annual Review by Board President.** The Chairman shall review the performance of each Board member in October each year. After the review, the Chairman shall announce their

retention or termination decisions to the Board.

3. **Expected Board Vacancies as of December 1st (or within 60 days of the annual meeting, whichever is later).** If a voluntary or involuntary vacancy is expected within 60 days of the annual membership meeting, the President or Secretary will make a public announcement to seek available candidates and/or they will identify qualified candidates from a preexisting vetted list as described later in this section. After considering the Chairman's recommendation, the Board shall select each new Board member from these candidates.
4. **New Board Member selectee(s)** recommended by the Chairman shall be initially ratified by a Board vote and later formally appointed through a statutory **Vote of Confidence by the Association Membership** as further described below. For the avoidance of doubt, statutory voting is a voting system where votes are divided evenly among the candidates, or issues being voted on, and each Member's single property Agreement earns one vote.
5. **Vote of Confidence by Association Members.** During the annual meeting, **Association Members formally appoint, and effectively elect, preexisting and new board members through their vote of confidence** in the Board Chairman and his or her Board member selections.
6. **Vote of No Confidence by Association Members.** During the annual meeting, Association Members can formally make a motion to reject preexisting and new board members through their vote of No confidence in the Board Chairman and his or her Board member selections.
7. **Board Vacancies between the close of the annual meeting and November 30th (or more than 60 days before the annual meeting).** If a vacancy occurs more than 60 days before the annual membership meeting, the Chairman will select new candidates and the remaining Board members will appoint a new Board member(s) as further described in the Adding Board Members section below. Any new selectee(s) shall be initially ratified by a Board vote.
8. **Presentation of New Board Members to the Association Membership.** Board members with less than one year of service to this Association's Board will be highlighted and presented to Association Members in attendance at the annual meeting. Such a presentation will provide transparency to its Members in advance of the Vote of Confidence.
9. **Adding Board Members.** Any Member of the Association or of the Board may recommend a Member for consideration to be added to the Board in the event of a vacancy. Upon such recommendation, the Board shall establish that the recommended person is an Association Member in good standing, obtain a resume to establish experience, and determine willingness to serve. After a candidate is vetted, they shall be listed for potential selection at the next available opening. Should there be no candidates on the available list; the Board may establish a Nominating Committee to seek available candidates. The Chairman of the Board shall select and recommend each new Board member from this list. The selection shall be ratified by Board vote.
10. **Annual Review by Board Chairman.** The Chairman shall review the performance of each Board member in October each year. After the review, the Chairman shall announce retention or termination to the Board.
11. **Board Member Resignation or Removal.** Any Member of the Association or of the Board may recommend the removal of a Board director or officer for consideration by the remaining

members of the Board. Should a Board vote result in a tie, a special meeting of the Association Members will be held.

12. A Director may resign at any time by providing written notice to the Secretary and/or President. Such resignation will be effective as stated in the notice, or sooner as established by the remaining Board, and it must be formally accepted by the President or the Secretary at the next Board meeting. Resignation of a Director is assumed when their residence is sold, unless the Director has purchased another home within Kings Point and is now a Member in good standing for that property.
13. The Chairman may remove a Board member at any time; for reasons including but not limited to misbehavior, conflict of interest, or refusal to participate. Any such removal will be subjected to approval at the next Board meeting.
14. **Removal of the President.** Any Member of the Association or of the Board may recommend the removal of a member for consideration by the Board in the event of a vacancy.
15. **Board Meetings.** Regular meetings of the Board shall be held the second Tuesday of each month, unless otherwise agreed upon by members of the Board. The President or Association Office Manager may request other meetings to facilitate operations of the Association.
16. Other special meetings of the Board, should they be necessary, shall be preannounced to board members at a minimum of two days' notice so that all board members have an opportunity to attend. A meeting shall not be held without a Board quorum, which is a majority of the Directors. In any case, all actions of the Board shall require a majority vote of those in attendance.
17. Board members are strongly encouraged to attend meetings in person, but they may occasionally attend meetings virtually. For clarification, a Board or committee member may participate in a meeting by phone, videoconferencing, or similar real-time electronic or video communication, and such participation counts toward a quorum. A Board or committee member participating in this manner may vote as if physically present. A speaker must be used so that the conversations of Board or committee members participating in this manner may be heard by others present at the meeting.
18. There shall be no compensation paid for the services of the Directors of the Board and Officers of the Association. The Board may approve reimbursement of reasonable expenses incurred on behalf of the Association.

ARTICLE V OFFICERS AND THEIR DUTIES

1. The officers of the Association shall be President, Vice President, Secretary, and Treasurer and other officers as may be necessary by the Association. Each officer shall have equal voting rights.
2. The President shall be the chief executive officer (CEO) of the Association and will in general supervise and control all the business and affairs of the Association. The President will preside at all meetings of the members and of the Board of Directors.
3. The Vice President shall perform the duties of the President in his/her absence, and conduct any special activity requested by the President.
4. The Corporate Secretary shall establish a record of the officers of the Association and convey this information to the financial institutions and contractors used by the Association. The Secretary should see that the meeting minutes are prepared, approved, and appropriately filed. The Secretary shall be responsible for advising the Board of desired/required changes to these Bylaws and facilitate revision.
5. The Treasurer shall be responsible for seeing that financial reports are prepared and delivered in accordance with good accounting practice and laws. Annually, the Treasurer shall also be responsible for ensuring that a qualified independent accountant conducts a review of the financial records. In case of an unsatisfactory review, an audit will be initiated. Anytime, at the Board's discretion, a partial or full audit may be directed.
6. In the event of a resignation or abdication by the President, or if for any reason the President becomes unable to continue, the Vice President shall assume the Presidency. This action shall either occur at a Board meeting or be ratified by the remaining Board at the next available Board meeting.
7. Except for the President, each other Officer of the Association shall be nominated by the President and elected by the Board at the time of a vacancy.
8. There shall be no term limits for the officers.

ARTICLE VI FINANCIAL ASSESSMENTS AND CONTROLS

1. All funds of the Association shall be deposited in federally insured financial institution accounts established by the Association Board. The funds may be withdrawn as required to pay for goods, services, and expenses of the Association.
2. KPW Service employees, Directors of the Board, and officers who handle funds shall be bonded. The Association shall pay associated fidelity bond fees.
3. The Treasurer shall provide monthly financial reports. These reports shall highlight any questionable expense for resolution.
4. Before the Association enters into an **Agreement with a new Member, the Association will require an inspection of appliances to be covered.** The contractor will conduct the inspections. Any appliances to be insured must be brought to working order at Member expense before they

are eligible for KPW Association coverage. Members must meet requirements for membership which will be further defined in the Agreement and our policies and procedures.

5. KPW Service Association may apply reasonable limitations on service costs to protect and preserve the financial viability of the Association.
6. The fiscal year of the Association shall begin on March 1 and end on the last day of February **of the following year.**
7. The Board shall give notice of the upcoming annual dues (Agreement fee) at least 60 days before the fiscal year's end to allow time for Member planning.
8. Reserves shall be maintained so that excess funds required over assessment for a fiscal year shall be available from reserves. Similarly, when funds collected are more than adequate to handle all service requirements during a fiscal year, the excess funds shall be assigned to increase reserves.
9. **Each new Member of the Association shall be required to pay the New Member Reserve fee as determined by the board in addition to the annual dues.**
10. The service contractor shall be fully bonded and insured against all liability. Certification of said bond shall be furnished to the Board.

ARTICLE VII MEETINGS OF THE MEMBERSHIP

1. An annual membership meeting shall be held before the start of the new fiscal year. It shall be for the purpose of providing a summary of operating results to any Member.
2. Directors of the Board, employees, and representatives from the service contractor are expected to attend the annual meeting.
3. Notice of the meeting providing the time and place shall be provided at least ten (10) days in advance.
4. Any actions of the Membership requiring a vote shall be made by voice vote. Failing this, a vote of the Members shall be counted. Only one vote is allowed per membership, regardless of the number of owners.
5. The Membership must vote to approve any changes to the Bylaws proposed by the Board.
6. **During the annual meeting, the Membership shall be requested to provide a Vote of Confidence for the Board. Should this vote fail, the Chairman of the Board shall step down and a Board reorganization shall occur no later than the start of the next fiscal year.**
7. At a membership meeting, a quorum shall consist of those Members in attendance. A majority shall consist of 51% of those voting. In the event of a tie vote, the Association President shall decide the issue.
8. Votes for issues announced in advance may be cast by mail or dropped off at the Association office, to the Association Secretary, at least 2 days prior to the meeting.
9. An unscheduled additional meeting of the membership for a specific stated purpose shall be required when a petition with 5% of the Members' signatures is presented to the Board. Such a

meeting shall be held within 30 days and require the same 10-day notice as the annual meeting, as further described in the Association's policies and procedures document detailing process requirements.

Article VIII

SERVICE CONTRACTOR

To complement the terms of the Member Agreement, a separate contract with the Service Contractor(s) will further define the services provided under the Agreement, along with a statement of work describing the general expectations of the Association.

Article IX

DISSOLVING THE ASSOCIATION

The KPW Service Association is intended to be a perpetual body. However, should it ever be necessary to completely terminate or dissolve the Association, after all financial obligations are satisfied and dissolving expenses are paid and in compliance with State and Federal Laws; the balance of the reserves and the capital assets shall be equitably distributed to the current Members of record in good standing.

Ratable distributions will be made against the current Agreement year only, where no consideration will be made for reserves received or allocated under prior Agreements. For the avoidance of doubt, former members will have no preferred claim to any balances accumulated in prior years; any remaining reserves due to dissolution will be distributed equitably solely to the current Members in good standing.