

SECTION 1: GENERAL

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (please include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>GENERAL These are the Amended and Restated Bylaws of Riverbend of Naples Mobile Homeowners Association, Inc., hereinafter the “Association”, a corporation not for profit organized under the laws of Florida for the purpose of operating a cooperative pursuant to the Florida Cooperative Act. All prior Bylaws, including the original Bylaws recorded together with the Articles of Incorporation along with the Master Form Proprietary Lease at O.R. Book 1486 at Pages 1297et seq. of the Official Records of Collier County Florida, as amended are hereby revoked and superseded in their entirety by these Bylaws.</p>		<p>No recommended changes to boilerplate</p> <p>Approved with no changes.</p>
<p>1.1 Principal Office The principal office of the Association is at 777 Walkerbilt Road #42, Naples, FL 33963 <u>34110</u>.</p>		<p>Mailing address of Corporation’s office on SunBiz.gov includes “#42,” and zip code has changed since the original bylaws were written.</p> <p>Add unit (#42) and change zip code to 34110, per our principal address as registered with the Secretary of State.</p> <p>Approved by team with recommended change.</p>

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<p>1.2 Seal The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “not for profit.” The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.</p>	<p>BYLAWS: ARTICLE XVI. SEAL</p> <p>The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.</p>	<p>No recommended changes to boilerplate. Recommend checking seal to ensure that the exact wording is inscribed.</p> <p>Susan to check seal</p> <p>Doesn't appear to contain the word “Florida”</p> <p>Susan-9/9/2020: Just checked the seal again and clearly saw the word “FLORIDA”, so we’re good!</p> <p>Approved by team with no changes.</p>
<p>1.3 Cooperative Property The property submitted to the cooperative form of ownership is called Riverbend of Naples Mobile Homeowners Cooperative and is legally described in Exhibit “A” to the original Master Form Proprietary Lease recorded at O.R. Book 1486 at Pages 1297et seq. of the Official Records of Collier County Florida</p>		<p>No recommended changes to boilerplate</p> <p>Approved by team with no changes.</p>
<p>1.4 Exceptions.</p> <p>The making of one exception to these bylaws by the Board of Directors shall not be construed as a precedent for later exceptions.</p>		<p>10/3/20: Team recommended and approved addition of an Exceptions Section within this General Section.</p>

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Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (please include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
2.0 DEFINITIONS The terms used in these Bylaws shall have the meanings stated below and in Chapter 719, Florida Statutes, (The “Cooperative Act”), unless the context otherwise requires.		No recommended changes to boilerplate Approved by team with no changes
2.1 Act “ <u>Act</u> ” means both the (Federal) Fair Housing Act, codified at 42 U.S.C. §3601 et seq., as amended, and the substantially identical provisions in the Florida Fair Housing Act, Part II of Chapter 760, Florida Statutes.		No recommended changes to boilerplate Approved by team with no changes
<u>2.2 Approved Resident. “Approved Resident” means a person approved for occupancy who lives with the resident member/primary occupant, and occupies the unit from time to time, intending to return with the resident member/primary occupant on at least a yearly basis. The approved resident must be approved by the Association in the same manner as a prospective owner/resident member/primary occupant is required to obtain Association approval pursuant to the transfer provisions contained in Section 12.</u>	DBPR Final Order: Collins v. Hidden Harbour Estate, Inc., Case No. 93-0051 (Player / Final Order / June 4, 1993) • Amendment to declaration approved by the board and at least 75% of the voting interests which, prospectively, required that at least one person over the age of 55 years must be a permanent occupant, and further provided that persons under the age of 55 and more than 21 could occupy a unit so long as at least one <u>permanent resident</u> is over the age of 55, was valid. California Civil Code 51.3 defines “permanent resident” as: a person who meets both of the following requirements: 1. Was residing with the qualifying resident prior to	Need to make allowance for the situation where someone who lives with the owner needs approval to occupy the unit, but does not wish to be on the Membership Certificate (i.e. is not a member). Suggest adding the definition of “permanent resident” to the Definitions section as follows: <u>“The owner or a person approved for occupancy who lives with the owner and occupies the unit from time to time, intending to return on at least a yearly basis.”</u> The non-owner permanent resident need not be on the lease or be a member (i.e. Person A lives with Person B, and they are both approved for occupancy, however person A is the only one who, by their choice, is on the

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<u>hereof. The Approved Resident is not a member of the Association.</u>	<p>the qualifying resident's death, hospitalization or other prolonged absence, or prior to the dissolution of marriage with the qualifying resident; <i>and</i></p> <p>2. Was 45 years of age or older, or was a spouse, cohabitant or person providing primary physical or economic support to the qualifying resident. (<i>Civ. Code § 51.4(b)(2)(B).</i>)</p> <p>A qualified <u>permanent resident also includes a disabled person who is a child or grandchild of the qualifying resident or a qualified permanent resident who needs to live with the qualifying resident or qualified permanent resident because of the disabled person's disability.</u></p>	<p>membership certificate and the lease.)</p> <p>Team approved the above addition on 9/9/2020, with the term "approved resident" instead of "permanent resident."</p> <p>10/29/2020: Changed "unit owner/approved resident" to "resident member/primary occupant" as a result of the legal consult on 10/28/2020 and the group's vote on 10/21/2020 regarding legal accountability of an approved resident.</p> <p>11/11/20: Committee agreed to require that the Approved Resident be approved through the same process as any prospective member.</p>
-2.2 <u>2.3</u> Assessment " <u>Assessment</u> " means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.	719.103: " <u>Assessment</u> " means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.	<p>No recommended changes to boilerplate</p> <p>Approved by team with no changes</p>
-2.3 <u>2.4</u> Association " <u>Association</u> " means Riverbend of Naples Mobile Homeowners Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Cooperative.	719.103: (2) " <u>Association</u> " means the corporation for profit or not for profit that owns the record interest in the cooperative property or a leasehold of the property of a cooperative and that is responsible for the operation of the cooperative.	<p>No recommended changes to boilerplate</p> <p>Approved by team with no changes</p>
-2.4 <u>2.5</u> Board of Directors (Board) " <u>Board of Directors</u> " or " <u>Board</u> " means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Cooperative Act as the "Board of Administration."	<p>Ch 719: "<u>Board of administration</u>" means the board of directors or other representative body responsible for administration of the association.</p> <p>Ch 617: "Board of directors" means the group of persons vested with the management of the affairs of the corporation irrespective of the name by which such group is designated, including, but not limited to, managers or trustees.</p>	<p>No recommended changes to boilerplate</p> <p>Approved by team with no changes</p>
-2.5 <u>2.6</u> Common Areas " <u>Common Areas</u> " means the portions of the	Ch 719.103(7)-(8): "Common areas" means the portions of the cooperative property not included in the units.	Recommend changing per 719, our current bylaws, the community bylaw example and our Proprietary Lease to

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<p>cooperative <u>real</u> property not included within the boundaries of the units <u>specifically leased to unit owners. Common areas include any improvements and fixtures thereon, owned or leased by the Association, all easements of whatever kind and character, whether heretofore or hereafter created, all boat docks, ramps, seawalls, roadways, shuffleboard courts, and any other part of the cooperative property which has been granted or dedicated to the Association for the common use and enjoyment of its resident members/primary occupants.</u></p>	<p>“Common areas” includes within its meaning the following:</p> <ul style="list-style-type: none"> (a) The cooperative property which is not included within the units. (b) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common areas. (c) An easement of support in every portion of a unit which contributes to the support of a building. (d) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common areas. [utility easement] (e) Any other part of the cooperative property designated in the cooperative documents as common areas. <p>Current Bylaws: 18.3 Covenant. All easements of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Cooperative and, notwithstanding any other provisions of these Bylaws, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.</p> <p>Del Ray Villas: “Common Areas” means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots. The Common Areas include but are not limited to the storm water management and drainage features, landscape buffer easement, utility easements, and all other areas shown on the plats recorded in Plat Book 40, Pages 27 -- 30 and Plat Book 42, Pages 114 – 117 of the Public Records of Palm Beach County, Florida except the Lots.</p> <p>Master Form Proprietary Lease: “11. Use of Common</p>	<p>read:</p> <p>“Common areas” means the portions of the cooperative real property not included within the boundaries of the units specifically leased to unit owners. Common areas include any improvements and fixtures thereon, owned or leased by the Association, all easements of whatever kind and character, whether heretofore or hereafter created, all boat docks, ramps, seawalls, roadways, shuffleboard courts, and any other part of the cooperative property which has been granted or dedicated to the Association for the common use and enjoyment of its resident members/primary occupants.</p> <p>Approved by team, Relevant Sources: Ch 719.103(7)-(8), RNMHA Bylaws 18.3, Del Ray Villas Coop Bylaws Section 1.6, Master Form Proprietary Lease Section 11.</p> <p>10/29/2020: Changed “members” to “resident member/primary occupants,” as a result of the legal consult 10/28/2020. (Equity members are not residents; therefore could not use the common areas.)</p>
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	Areas. Lessee shall have the right of joint use and enjoyment in common with other Lessees of the common areas and the property of the Corporation not specifically leased to other lessees..."	
<p>2-6 <u>2.7</u> Cooperative Documents <u>"Cooperative Documents"</u> means and includes the following, as amended from time to time:</p> <ol style="list-style-type: none"> 1. The Articles of Incorporation. 2. These Bylaws. 3. The Proprietary Lease. 4. The rules and regulations. 5. The membership certificates evidencing the share of each member. 	<p>719.103 (13) "Cooperative documents" means:</p> <ol style="list-style-type: none"> (a) The documents that create a cooperative, including, but not limited to, articles of incorporation of the association, bylaws, and the ground lease or other underlying lease, if any. (b) The document evidencing a unit owner's membership or share in the association. (c) The document recognizing a unit owner's title or right of possession to his or her unit. 	<p>No recommended changes to the boilerplate.</p> <p>Approved with no changes</p>
<p>2-7 <u>2.8</u> Family (or Single Family) <u>"Family"</u> or <u>"Single Family"</u> shall refer to any one of the following:</p> <ol style="list-style-type: none"> (A) One natural person. (B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others. (C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others. 	<p>Del Ray Villas Bylaws:</p> <p>1.12 "Family" or "Single Family" shall refer to any one of the following but subject to the Association's Age Restrictions set forth herein:</p> <ol style="list-style-type: none"> (A) One natural person. (B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others. (C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others. 	<p>No recommended changes to boilerplate.</p> <p>Approved with no changes</p>

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<p>2-8 <u>2.9</u> Guest “<u>Guest</u>” means any natural person who is not a resident member/primary occupant or a sublessee, or spouse of a resident member/primary occupant or sublessee, who occupies the unit with the resident member/primary occupant on a temporary basis at the invitation of the resident member/primary occupant or sublessee, without the payment of consideration.</p>	<p>RNMHA Master Form Proprietary Lease: Section 15. <u>Use of Premises</u>. The Lessee shall not, without the written consent of the Corporation on such conditions as the Corporation may prescribe, occupy or use the unit or permit the same or any part thereof to be occupied or used for any purpose other than: (i) as a private dwelling for the Lessee or members of Lessee's family, but in no event shall more than three (3) persons, each of whom (except as set forth in Lessor's Bylaws at Article II, Section 2.4) must be fifty-five years of age or older, permanently reside in the unit without written consent of the Directors, and (ii) any home occupation use permitted under, and subject to compliance with, the Bylaws of the Corporation, the Rules, applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction. In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Lessee as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. <u>Occupancy by guests of the Lessee shall be for a period of time not exceeding one month unless a longer period is approved in writing by the Directors, but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to in writing by the Directors.</u></p> <p>Windmill Village:</p> <p>(13.3) Guests and Visitors: <i>A Guest, who is a person who stays overnight with a resident and who does not pay rent, shall be entitled to occupy the premises of the resident for a period of up to thirty (30) days within any twelve (12) month period</i> upon the approval of the Community Manager. The number and frequency of visitors, visiting for the day, shall not be limited. However since the recreational facilities of the</p>	<p>Recommend substituting the term “resident member/primary occupant” with “unit owner”. Also recommend deleting all references to “sublessee.” (Our members do not want to allow subletting, per Town Hall meeting February 2020.)</p> <p>Team approved with recommended changes.</p> <p>On final review, our Proprietary Lease requires the resident to be present when there is a guest. We have considered using wording from Windmill Village Coop. Perhaps include “permanent resident”, instead of “owner” as required to be present.</p> <p><u>Final Recommendations:</u> Team decided to use the term “approved resident” (instead of “permanent resident”) for someone approved by the board who is not on the membership certificate. Therefore the guest is a natural person who is not a unit owner/approved resident or spouse of a unit owner/approved resident, who occupies the unit with the unit owner/approved resident on a temporary basis at the invitation of the unit owner/approved resident without the payment of consideration.</p> <p>9/9/2020: Team approved the Final Recommendations as written above. Relevant Source: RNMHA Master Form Proprietary Lease Section 15, Windmill Village Bylaws Section 13.3.</p> <p>10/21/2020: Team discussed and agreed with deleting all references to the approved resident where accountability is legally required. The owner should be accountable in most situations.</p> <p>10/29/2020: After legal consult , changed “unit owner” back to resident member/primary occupant.”</p>
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	Corporation are primarily for the use and enjoyment of the residents, the use of such facilities by visitors will be limited to thirty (30) days per visitor within any twelve (12) month period.	
2.9 2.10 Lessee “ <u>Lessee</u> ” means the natural person entitled to occupancy ownership rights as evidenced in the Proprietary Lease between the Association and the owner.		No changes to the boilerplate are recommended. Approved with no changes 11/11/20: Committee made a decision to change the wording, based on their understanding of occupancy rights and ownership.
2.10 2.11 Limited Common Areas “ <u>Limited Common Areas</u> ” means those common areas which are reserved for the exclusive use of a certain cooperative unit or units to the exclusion of other units.		No changes recommended in Boilerplate. There are no limited common areas in RB that I am aware of, but this wording may be a legal requirement. Approved with no changes
2.11 2.12 Member “ <u>Member</u> ” has the same meaning as the term “unit owner” in the Cooperative Act, and as further described in Section 3. of these Bylaws.	719.103 Definitions (26) “Unit owner” or “owner of a unit” means the person holding a share in the cooperative association and a lease or other muniment of title or possession of a unit that is granted by the association as the owner of the cooperative property.	No changes to the boilerplate are recommended Approved with no changes
2.12 2.13 Occupy “ <u>Occupy</u> ” when used in connection with a unit, means the act of staying overnight in a unit. “Occupant” is a person who occupies a unit.		Recommend keeping the same wording. No other examples were available. Approved with no changes
2.14 Primary Occupant “ <u>Primary Occupant</u> ” Means the natural person approved for occupancy (and holds the membership certificate) when title to a unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is	Del Ray Villas HOA: 1.24 “ <u>Primary Occupant</u> ” means the natural person approved for occupancy of a home when title to the Lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a home owned in one of the forms listed above, the term “ <u>primary occupant</u> ” shall be synonymous with the term “owner”.	Recommend deleting this section and term from the boilerplate and simply using the term “owner” or “unit owner.” (When referencing voting rights, retain the use of “Designated Voter” as in our current bylaws.) Approved with recommended changes

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<p>not a natural person. Sublessees cannot be designated as Primary Occupants.</p>	<p>Del Ray Villas HOA: 2.2 If the owner of a residential Lot is other than a natural person, the vote of that residential Lot shall be cast by the residential Lot's <u>primary occupant</u>. All votes must be cast by an Owner or <u>primary occupant</u>.</p>	<p>10/29: Reinsert this section as result of legal consult 10/28.</p>
<p>2.15 Permitted Health Care Resident. <u>“Permitted Health Care Resident” means an adult hired to provide live-in, long-term, or terminal health care to a resident member/primary occupant, or a family member of a resident member/primary occupant providing that care and who is not on the membership certificate. For the purposes of this section, the care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. The Permitted Healthcare Resident, even if he/she has attained less than the minimum required age, may reside in the unit with a resident member/primary occupant as a reasonable accommodation under HUD Title 24, as long as a Qualifying Resident is present and Association approval has been obtained in the same manner as a prospective owner/resident member/primary occupant is required to obtain Association approval pursuant to the transfer provisions contained in Section 12. hereof, or the Permitted Health Care Resident’s agency</u></p>	<p>California Civil Code 51.3: “Permitted health care resident” means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.</p>	<p>Suggest adding this ADDITIONAL SUBSECTION using the content from the California Civil Code, tweaked for our community and with reasonable accommodation language added as follows:</p> <p>“Permitted Health Care Resident” means an adult hired to provide live-in, long-term, or terminal health care to an Owner or Approved Resident (hereinafter referred to as “qualified resident”), or a family member of the qualified resident providing that care and who is not on the membership certificate. For the purposes of this section, the care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. The Permitted Healthcare Resident, even if he/she has attained less than the minimum required age, may reside in the unit with the qualified resident as a reasonable accommodation under HUD Title 24, Subpart E, Section 100.305(e)(4).</p> <p>Approved by team 10/3/2020.</p> <p>After thinking more about the “Approved Resident”, the only person who can be legally held accountable for actions of others who occupy the unit (including permitted health care residents, approved residents and guests) is the owner who is 55 years of age or older. The Approved Resident is not a member, but may be the caregiver. Delete the term “qualified resident” in this subsection but add it to this Definitions section with the following definition:</p> <p><u>“Qualifying resident” is an owner who is 55 years of age or older who occupies the unit. If we had this term, we</u></p>

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<p><u>utilizes a board approved method of background review.</u></p>		<p>could simply state “qualifying resident” throughout this document instead of “the owner who is 55 years of age or older who lives in the unit.” What do you all think?</p> <p>10/21/2020: Team discussed and agreed with deleting all references to the approved resident where accountability is legally required. The owner should be accountable in most situations. Team also approved addition of “qualifying resident” to the Definitions, as the 55+ Unit Owner, who resides in the Unit, one of which is required for each Unit.</p> <p>10/29/2020: “Qualified Resident” replaced with Resident Member/Primary Occupant,” as a result of the legal consult on 10/28/2020.</p> <p>11/11/20: Committee felt that a background check requirement should be included.</p>
<p>2.14.6 Proprietary Lease “<u>Proprietary Lease</u>” means the document, in the nature of a lease, documenting a unit owner’s right of possession of his unit. The first Board of Directors adopted a standard form of Proprietary Lease to be entered into between the Association and each of its members. The form may hereafter be changed, altered or amended, to, among other purposes, conform to changes in the law, and as may be necessary to eliminate conflict with these Bylaws. For the purpose of uniformity, any changes to the form shall be binding and shall serve to amend the Proprietary Leases already executed.</p>	<p>Article II Section 1 Section 1. <u>Membership.</u> Membership in POINSETTIA HOMEOWNERS ASSOCIATION, INC., (the "Association") is restricted to owners of mobile homes located in POINSETTIA MOBILE HOME PARK (the "Park") who have purchased Cooperative Units ("Unit" or "Share") as described in the Master Occupancy Agreement (Master Form Proprietary Lease, hereinafter referred to as the "Agreement")</p>	<p>Either no matches in other options or were same as Riverbend. Recommend replacing the word “document” with “occupancy agreement” to provide a more specific description of the Lease.</p> <p>Approved with recommended change.</p>

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2.17 Qualifying Resident <u>“Qualifying Resident” means a Resident Member/Primary Occupant who is 55 years of age or older and who resides in the unit.</u>		<p>Would like to suggest a simpler name for the one required member in each unit who is a Unit Owner 55 years of age or older who lives in the unit. Can we use the term “qualifying resident?” It would be easier and more efficient.</p> <p>10/21/2020: Team approved of the term to replace “Resident member/Primary Occupant who is 55 years of age or more who lives in the unit.”</p> <p>10/29/2020: “Unit Owner” replaced with “Resident Member/Primary Occupant” per legal consult on 10/28/2020.</p>
2.15 <u>8</u> Rules and Regulations <u>“Rules and Regulations”</u> means those rules and regulations approved by the Board of Directors, governing the use of the common areas and the operation of the Association.		<p>No other definition was found. No changes to the boilerplate are recommended.</p> <p>Approved with no changes</p>
2.16 <u>9</u> Unit <u>“Unit”</u> means a mobile home and lot for the exclusive use of the person(s) entitled to occupancy rights.	719.103 (25) <u>“Unit” means a part of the cooperative property which is subject to exclusive use and possession. A unit may be improvements, land, or land and improvements together, as specified in the cooperative documents.</u>	<p>We have modular and affixed homes as well as mobile homes. Recommend removing the word “mobile” from the definition, and ensure that, going forward, “mobile home” is not used). <u>Note:</u> The Proprietary Lease refers to “mobile home” in several sections (damage/alterations, insurance, and corporation’s remedy) but here the word “home” is sufficiently general enough to include mobile homes, so doubt there would be a conflict.</p> <p>Approved with recommended change</p>
2.17 <u>20</u> Unit Owner <u>“Unit Owner”</u> means the person holding a share in the Association and a proprietary lease of a unit granted by the Association.	(26) <u>“Unit owner” or “owner of a unit” means the person holding a share in the cooperative association and a lease or other muniment of title or possession of a unit that is granted by the association as the owner of the cooperative property. 719.103 Definitions</u>	<p>No changes to the boilerplate are recommended.</p> <p>Approved with no changes</p>
	719.103(27) <u>“Voting certificate” means a document</u>	Recommend adding this ADDITIONAL SUBSECTION of

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	which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a cooperative unit that is owned by more than one owner or by any entity.	<p>“Voting Certificate” definition as written in 719.103(27). Section to be re-numbered in final Bylaws draft. Approved by team, Relevant Source: 719.103(27)</p> <p>10/28/2020: Telephone consult with attorney: There is no need for a Voting Certificate, since “Primary Occupant” is the voting member when the unit is owned by two or more individuals who are not married. Subsection deleted.</p>
<p>2.18 <u>2.21</u> Voting Interest “<u>Voting Interest</u>” means the total number of possible votes of the membership. There are forty-one (41) units. Therefore, the total number of voting interests is forty-one (41). <u>As of the date of approval of these Bylaws, the total number of voting interests is thirty-nine (39). If/when all shares are sold, the total number of voting interests will be forty-one (41).</u></p>	<p>719.103 (28) “Voting interests” means the voting rights distributed to the association members as provided for in the articles of incorporation.</p> <p>Current Bylaws 2.3 Voting.</p> <p>(a) The owner of each membership certificate shall be entitled to one vote. If an owner owns more than one membership certificate, he shall be entitled to one vote for each certificate. Each membership certificate's vote shall not be divisible.</p> <p>Harbor Lights Bylaws: 16.6 Votes. Each Proprietary Lease shall entitle the lessee and holder to one vote at Shareholder meetings of Harbor Lights. There shall be a total of one hundred fifty-three (153) votes or Voting Interests in Harbor Lights.</p>	<p>Riverbend has 39 sold shares and two unsold shares. On final review-Currently we use 39 as the total voting interests (39 owners). Recommend changing the last line to read: “Therefore, the total number of voting interests will be forty-one (41) when all shares are sold.” (This may have to change if the lawyer comes back after reviewing the document and says the board can vote the 2 unsold shares, in which case he will probably take it back to the original wording.)</p> <p>10/10/2020: Team recommended and approved the last line(s) be changed to read: “As of the date of approval of these Bylaws, the total number of voting interests are 39. If/when all shares are sold, the total number of voting interests will be 41.”</p>
<p><u>2.22</u> Voting Member “<u>Voting Member</u>” means a Unit Owner who is the sole owner of a membership certificate, or a Primary Occupant, or one of the married unit owners of the same membership certificate.</p>	<p>From our Current Bylaws:</p> <p>Section 2.3 (e) Designation of Voting Member. If a membership certificate is owned by more than one member, the member entitled to cast the membership vote shall be designated in a certificate which shall be filed with the Secretary after being signed by all of the members owning an interest in such certificate. If a certificate is owned by a corporation, it shall designate the person entitled to cast the vote by certifying such person's name with the Secretary. Each such certificate shall be valid until revoked or superseded by a subsequent certificate. Notwithstanding the foregoing, if a certificate is owned jointly by a husband and wife, they may designate a voting member; or, not having</p>	<p>Recommend the ADDITION of “Voting Member” definition to allow reference to the legal voter of a unit as addressed by the previously used term “primary occupant” (which was deleted from the boilerplate). Section to be re-numbered in final Bylaws draft.</p> <p>Approved by team, Relevant Source: RNMHA Bylaws, Section 2.3 (e)</p> <p>10/29/2020: Per legal opinion of 10/28/2020, “owner of a membership certificate” replaced with “Primary Occupant.”</p>

SECTION 2: DEFINITIONS

	designated a voting member , if only one is present at a meeting, that owner may cast the membership vote; or, if they are both present at a meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the membership certificate on that particular subject at that meeting.	11/11/20: Committee clarified “married unit owners” to state “<u>one of the</u> married unit owners.”
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SECTION 3: MEMBERS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (please include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>3.0 MEMBERS. Membership in the Association shall be limited to owners of membership certificates issued by the Association. A separate membership certificate shall be issued for each unit and each membership certificate shall constitute a separate membership and entitle the holder or holder(s) thereof to cast one vote as specified herein. Membership may be either "resident" or "equity".</p>	<p>From Master Form Proprietary Lease:</p> <p><u>41.Unity of Membership Certificate and Lease.</u> The membership certificate of the Corporation held by the Lessee and allocated to the unit has been acquired and is owned subject to the following conditions agreed upon with the Corporation and with each of the other proprietary lessees for their mutual benefit:</p> <p>A. The membership certificate represented by each certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this lease.</p> <p>B. The membership certificate shall not be sold except to the Corporation or to an Assignee of this lease after compliance with all the provisions of Paragraph 16 of this lease relating to assignments.</p>	<p>Unable to find any information on, or any examples of "equity member" or "equity membership," <u>as pertains to cooperatives</u> (found mention of "equity membership" only in Chapter 617; however it refers to a "mutual benefit corporation," which does not include associations such as ours, which is organized under chapter 719 (see 617.01401(13)), and our current documents do not contain any provision for "equity member" or "equity membership."</p> <p>The Master Form Proprietary Lease provides for the unity of the membership certificate and the lease. There is no provision for separating equity rights from occupancy rights.</p> <p>Members were confused by this concept at our Town Halls and expressed a desire to omit it.</p> <p>Recommend deleting the last line of this section, but ask the lawyer if we need it.</p> <p>Approved with recommended changes</p> <p>10/29/2020: Last line restored per consult with attorney on 10/28/2020.</p>
<p>3.1 Resident Members/Primary</p>	<p>From Master Form Proprietary Lease:</p>	<p>This section infers that the name or names on the Membership</p>

SECTION 3: MEMBERS

<p><u>Occupant.</u> (A) Any natural person owning a <u>membership</u> certificate under which the owner is currently entitled to occupancy rights, as evidenced by the existence of a Proprietary Lease between the Association and the owner, shall be a resident member/primary occupant.</p> <p>(B) Any resident member shall be entitled to have his membership certificate issued in the name of any other person, firm or corporation which he may select, and may also be entitled to have the membership certificate transferred to such a person, firm or corporation as the primary occupant subsequent to its issue to the resident member, provided that the Proprietary Lease shall be issued to and executed only in the name of the resident member. No more than one (1) such change in primary occupant designation will be approved in any five (5) <u>one (1)</u> year period, <u>or as determined by the board.</u> Both parties shall be jointly and severally responsible for the fulfillment of the obligations of the Lessee contained in the lease. Both shall further be jointly and severally responsible for the payment of any and all assessments assessed to the member by virtue of the Articles of Incorporation, these Bylaws and the</p>	<p>41. <u>Unity of Membership Certificate and Lease.</u> The membership certificate of the Corporation held by the Lessee and allocated to the unit has been acquired and is owned subject to the following conditions agreed upon with the Corporation and with each of the other proprietary lessees for their mutual benefit:</p> <p style="padding-left: 40px;">A. The membership certificate represented by each certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this lease.</p> <p style="padding-left: 40px;">B. The membership certificate shall not be sold except to the Corporation or to an Assignee of this lease after compliance with all the provisions of Paragraph 16 of this lease relating to assignments.</p>	<p>Certificate may be different than the Proprietary Lease; however, the Master Form Proprietary Lease provides for the unity of the membership certificate and the lease with no provision to separate equity rights from occupancy rights.</p> <p>The term "primary occupant" has been deleted per previous section recommendations.</p> <p>Recommend deleting this section.</p> <p>Approved as recommended</p> <p>10/29/2020: Entire subsection restored, per consult with attorney on 10/28/2020.</p> <p>11/11/20: Committee changed the frequency of changing the primary occupant from 5 years to 1 year, and also added "or as determined by the board," based on consultation with the attorney on 9/28.</p>
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SECTION 3: MEMBERS

<p>Proprietary Lease.</p> <p>3.2 Equity Member. Any person, firm or corporation owning a membership certificate without occupancy rights having been granted by the Board of Directors shall be deemed an equity member; any person, firm or corporation owning a membership certificate whose occupancy rights have been divested or terminated by the Board of Directors shall likewise be deemed an equity member. An equity member of a unit possesses the voting rights for a unit under Section 3.11, be a Director under Section 6.2, be a candidate for Director under Sections 6.3(A), or receive noticed under Sections 4.3, 4.4 or 6.8, or any other rights empowered to an equity member under the governing documents, only if a resident member/primary occupant for the unit has not been approved for occupancy rights.</p>	<p>617.0505 Distributions; exceptions.—Except as authorized in s. 617.1302, a corporation may not make distributions to its members, directors, or officers.</p> <p>(1) A mutual benefit corporation, such as a private club that is established for social, pleasure, or recreational purposes and that is organized as a corporation of which the equity interests are held by the members, may, subject to s. 617.1302, purchase the equity membership interest of any member, and the payment for such interest is not a distribution for purposes of this section.</p> <p>617.01401 Definitions.</p> <p>(13) “Mutual benefit corporation” means a domestic corporation that is not organized primarily or exclusively for religious purposes; is not recognized as exempt under s. 501(c)(3) of the Internal Revenue Code; and is not organized for a public or charitable purpose that is required upon its dissolution to distribute its assets to the United States, a state, a local subdivision thereof, or a person that is recognized as exempt under s. 501(c)(3) of the Internal Revenue Code. <u>The term does not include an association organized under chapter 718, chapter 719, chapter 720, or chapter 721, or any corporation where membership in the corporation is required pursuant to a document recorded in county property records.</u></p> <p>From Master Form Proprietary Lease: (See 41. A., from previous section)</p>	<p>Found mention of “equity membership” only in Chapter 617; however it refers to a “mutual benefit corporation,” which does not include associations such as ours, organized under chapter 719 (see 617.01401(13)). Unable to find any information on, or any examples of “equity member” or “equity membership” in any other source.</p> <p>Our current documents do not contain any provision for “equity member” or “equity membership.”</p> <p>The Master Form Proprietary Lease provides for the unity of the membership certificate and the lease. There is no provision for separating equity rights from occupancy rights.</p> <p>Recommend deleting this section of the boilerplate.</p> <p>Approved as recommended.</p> <p>10/29/2020: Entire subsection restored, per consult with attorney on 10/28/2020, and based on separation of equity rights from occupancy rights.</p>
<p>3.3 Issuance. Forty-one (41) membership certificates may be issued by the Association. Forty-one (41) Proprietary Leases may be issued by the Association. One</p>	<p>From Current Bylaws:</p> <p>17.1 Issuance. No share certificates shall be issued by the Corporation. Forty-one (41) proprietary leases shall be issued by the Corporation.</p>	<p>Since the Master Form Proprietary Lease provides for unity of membership certificate and lease, if 41 Proprietary Leases may be issued, then it follows that 41 membership certificates may be issued by the Association.</p>

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Proprietary Lease shall be issued to <u>owners of</u> each of the Owners of a unit in the cooperative.	One proprietary lease shall be issued to each Lessee of a unit in the Cooperative.	One lease is issued to each unit, not each owner. Recommend clarifying sentence to read "One Proprietary Lease shall be issued to owners of each unit in the cooperative." Approved as recommended
3.4 Execution. All Proprietary Leases shall be signed by the President or Vice President and shall have the corporate seal affixed thereto. Membership certificates shall be signed by the President and Secretary and shall have the corporate seal affixed thereto.	From Current Bylaws: 17.2 Execution. All proprietary leases shall be signed by the President or Vice President and shall have the corporate seal affixed. Membership certificates shall be signed by the President and Secretary and shall have the corporate seal affixed.	The corporate seal is no longer required to be stamped on any legal documents in Florida. Most of our Memorandum of Proprietary Leases have been filed without a seal, therefore, regarding the Proprietary Leases, recommend deleting the words "and shall have the corporate seal affixed thereto." Approved as recommended
3.5 Proprietary Lease Amendments. Amendments of Proprietary Leases from time to time must be approved by at least two thirds (2/3rds) of the voting interests voting, in person or by proxy, at a meeting of the members.	Harbor Lights Bylaws: 12.4 Consent to Certain Amendments. No amendments to the Bylaws shall be valid without the written consent of one hundred percent (100%) of the Voting Interests affected by any amendment that changes the configuration or size of any Unit or Lot in any material fashion or that materially alters or modifies the appurtenances of the Unit or Lot or changes the proportion or percentage by which the Shareholder shares the Common Expenses and the Common Surplus and equity in Harbor Lights or changes or modifications in voting rights or location of a Shareholder's Lot. 12.2 Proposal and Approval. An amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the Voting Interests of Harbor Lights. Except as elsewhere provided, an amendment to these Bylaws must be approved of by not less than two-thirds (2/3rds)	No changes are recommended to the boilerplate. Approved with no changes

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	<p>of all the Voting Interests.</p> <p>719.1055 Amendment of cooperative documents; alteration and acquisition of property.— (4)(a) If the cooperative documents fail to provide a method of amendment, the documents may be amended as to all matters except those described in subsection (1) if the amendment is approved by the owners of not less than two-thirds of the units.</p> <p>Ch. 617.1002 - Procedure for amending Articles of Incorporation. Requires majority, "or any larger or smaller percentage specified in the articles of incorporation or the bylaws."</p>	
<p>3.6 Form of Membership Certificate. The form of membership certificate shall be determined by the Board of Directors.</p>	<p>Current Bylaws: 17.4 Form of Membership Certificate. The form of membership certificate shall be determined by the Board of Directors.</p>	<p>No changes recommended to the boilerplate.</p> <p>Approved with no changes</p>
<p>3.7 Transfers. Transfer of membership certificates shall only take place on the books of the Association. Transfer of Proprietary Leases shall be recorded in the Public Records of the County. <u>Proof of the executed assignment, and assumption by the assignee of the Proprietary Lease.</u> The old Proprietary Lease and membership certificate properly endorsed, shall be surrendered and cancelled <u>required by the Association</u> before a new Proprietary Lease and membership certificate is issued. All transfers are subject to these Bylaws and the Proprietary Lease and, a transfer fee not to exceed the maximum amount</p>	<p>RNMHA Master Form Proprietary Lease: Section 16. B. Assignment – The Lessee shall not assign this lease or transfer the membership certificate appurtenant or interest therein, and no such assignment or transfer shall take effect as against the Corporation for any purpose, until:</p> <p>(i) An instrument of assignment in form approved by the Corporation, executed and acknowledged by the Member/Lessee Assignor, shall be delivered to the Corporation: and</p>	<p>No changes recommended to the boilerplate.</p> <p>Approved with no changes</p> <p>Upon final review, we don't require cancellation of the Lease, just a transfer by written assignment. Suggest deleting the section requiring surrender and cancellation of the old proprietary lease, and addition of the section from Harbor Lights, to require proof of the executed assignment and assumption by the assignee before issuing the new membership certificate, per our Proprietary Lease. Also, we need to cover cancellation of the old certificate if the owner can't find it, by automatically cancelling it when a new certificate is issued. Consider any additional fee required by the BOD.</p> <p>Team approved with changes as above 9/9/2020. Relevant Sources: RNMHA Master Form Proprietary Lease, Section 16B; Harbor Lights Bylaws Section 16.5.</p>

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<p>allowed by law, <u>and any other fees as approved by the Board of Directors.</u></p>	<p>(ii) An agreement executed and acknowledged by the Assignee, who shall meet the membership requirements under this lease, in form approved by the Corporation assuming and agreeing to be bound by all the covenants and conditions of this lease to be performed or complied with by the Lessee on and after the effective date of said assignment shall have been delivered to the Corporation, in which case the Lessee's lease shall be deemed transferred for the balance of the term of the lease as of the effective date of said assignment;</p> <p>Harbor Lights Bylaws: 16.5 Transfers. Transfers of Shareholder Certificates shall be made only on the books of Harbor Lights. The existing certificate, properly endorsed, shall be surrendered and cancelled before a new certificate is issued. Transfers of Proprietary Leases shall be made by a written assignment, executed with the formalities of a Deed, recorded in the Public Records. <u>Proof of the executed assignment, and assumption by the assignee of the Proprietary Lease, shall be required by Harbor Lights before the corresponding Shareholder Certificate shall be cancelled and reissued.</u> All transfers of</p>	
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	<p>Proprietary Leases and Shareholder Certificates are subject to these Bylaws, Articles of Incorporation, Rules and Regulations and the Master Form Proprietary Lease.</p> <p>Tropicana Article XVII.</p> <p>17.5 Transfers. Transfers of membership certificates shall be made only on the books of the Corporation. The transfer of the existing Occupancy Agreement shall be reflected by an assignment recorded in the Public Records which shall be joined in by both the transferring Member and the Corporation. All transfers are subject to these Bylaws and the Master Form Occupancy Agreement.</p> <p><u>Del Ray Villa Bylaws: 11.2 Transfers.</u></p> <p>C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot before being approved by the Board of Directors under the procedures outlined in Section 11.3 below.</p>	
<p><u>3.8 Votes.</u> Each membership certificate shall entitle the owner and holder to one vote in the meetings of the Association. There shall be a total of forty-one (41) <u>possible</u> votes.</p>	<p>719.103 Definitions.</p> <p>(27) <i>“Voting certificate” means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a cooperative unit that is owned by more than one owner or by any entity.</i></p> <p>(28) <i>“Voting interests” means the voting rights distributed to the association members as provided for in the articles of incorporation.</i></p>	<p>The Association currently owns 2 units, giving us a total of 39 voting interests. Recommend adding “possible” before the last word.</p> <p>Approved with recommended change</p> <p>Suggest adding at the end: ...“when all shares are sold.”</p> <p>9/9/2020: Approved again by team with no further changes</p>

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	<p><u>Del Ray Villas Bylaws:</u> 2.2 Voting Rights. Voting rights are set forth in the Bylaws of the Association. Voting rights in the Recreation Association are set forth in the governing documents of the Recreation Association.</p> <p><u>Tropicana Bylaws, Article XVII.</u> 17.6 Votes. Each Occupancy Agreement and related Membership Certificate shall entitle the holder to one vote in the meetings of the Corporation</p> <p><u>Harbor Lights Article 16.</u> 16.6 Votes. Each Proprietary Lease shall entitle the lessee and holder to one vote at Shareholder meetings of Harbor Lights. There shall be a total of one hundred fifty-three (153) votes or Voting Interests in Harbor Lights.</p>	
<p><u>3.9 Liens.</u> The Association shall have a lien on all of the individual Proprietary Lease and membership certificates in the name of each member for debts due the Association by such member.</p>	<p><u>Harbor Lights Article 16.</u> 16.7 Liens. Harbor Lights shall have a first lien on all of the individual Proprietary Leases and Shareholder Certificates for Assessments due Harbor Lights by such Shareholder.</p> <p>No other examples.</p>	<p>No changes recommended to the boilerplate.</p> <p>Approved with no changes</p>
<p><u>3.10 Memorandum of Proprietary Lease.</u> In lieu of recording a complete and full Proprietary Lease, a Memorandum of Proprietary Lease may be recorded.</p>	<p><u>Harbor Lights Article 16.</u> 16.8 Memorandum of Proprietary Lease. In lieu of recording a complete and full Proprietary Lease, a Memorandum of Proprietary Lease may be recorded.</p> <p>No other examples</p>	<p>No changes recommended to the boilerplate.</p> <p>Approved with no changes</p>

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<p><u>3.11 Voting Interests.</u> The members of the Association are entitled to one (1) vote for each membership certificate owned by them. No fractional votes may be cast. The right to vote may not be denied because of delinquent assessments, <u>and such action may be taken without a notice or hearing as provided by law. A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests for any purpose.</u> The equity member or resident member/primary occupant shall have the right to cast the vote of a unit.</p>	<p>617.0721 Voting by members.—</p> <p>(1) Members are not entitled to vote except as conferred by the articles of incorporation or the bylaws.</p> <p>(2) A member who is entitled to vote may vote in person or, unless the articles of incorporation or the bylaws otherwise provide, may vote by proxy executed in writing by the member or by his or her duly authorized attorney in fact. Notwithstanding any provision to the contrary in the articles of incorporation or bylaws, any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy. An appointment of a proxy is not valid after 11 months following the date of its execution unless otherwise provided in the proxy.</p> <p>From Ch. 719.303(5) An association may suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the cooperative documents, articles of incorporation, or bylaws. The suspension ends upon full payment of all</p>	<p>719.303(5) Florida Statutes gives the Association the right to suspend voting rights due to nonpayment of assessments; recommend deleting the word “not” in the sentence reading “The right to vote may not be denied because of delinquent assessments.”</p> <p>Our current bylaws provide for voting by the “voting member” (which is the member holding the voting certificate). We have Voting Certificates on file for the “voting member”. The terms “equity member” and “primary occupant” have been deleted from previous sections. Recommend re-wording the last line to read “The voting member shall have the right to cast the vote of a unit.”</p> <p>Approved with recommended change</p> <p>For the benefit of future members who are using these bylaws to figure the voting percentage, I am suggesting the addition of the following sentence taken directly from Chapter 719.303(5):</p> <p><u>“A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests for any purpose.”</u></p> <p>10/21/2020: Team voted to include the sentence from Chapter 719, as indicated above. Relevant source: F.S.719.303(5).</p> <p>10/29/2020: Last line restored, per consult with attorney on 10/28/2020.</p>
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obligations currently due or overdue the association. The notice and hearing requirements under subsection (3) do not apply to a suspension imposed under this subsection.

From Ch. 719 (27) "Voting certificate" means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a cooperative unit that is owned by more than one owner or by any entity.

(28) "Voting interests" means the voting rights distributed to the association members as provided for in the articles of incorporation.

From Harbor Lights, page 2/24

2.2 Voting. (a) Vote. The owner of each Shareholder Certificate shall be entitled to one (1) vote. If a person owns more than one Shareholder Certificate, he or she shall be entitled to one vote for each certificate. A vote shall not be divisible. If a Shareholder Certificate is owned by more than one (1) Shareholder, the Shareholder entitled to cast the vote shall be designated in a certificate which shall be filed with the Secretary of the Board of Directors of Harbor Lights after being signed by all of the Shareholders owning an interest in such certificate. If a certificate is owned by a corporation, trust or partnership, it shall designate the person entitled to cast the vote by certifying in writing such person's name with the Secretary of the Board of Directors of Harbor Lights. Each such certificate shall be valid until revoked or superseded by a subsequent certificate. Notwithstanding the foregoing, if a certificate is

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owned jointly by more than one (1) person, they must designate a voting representative. If only one (1) Shareholder is present at a meeting, that Shareholder may cast the Shareholder vote; or, if they are both present at a meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the Shareholders on that particular subject at that meeting.

From Tropicana, p1-2

2.3 Voting.

(a) The owner of each membership certificate shall be entitled to one vote. If an owner owns more than one membership certificate, he shall be entitled to one vote for each certificate. No individual or family unit or entity may own more than two (2) Membership Certificates at any one time. Each membership certificate's vote shall not be divisible.

(d) Proxies. Votes may be cast in person or by proxy, except proxies cannot be used to elect board members. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Corporation or other designee prior to or at the meeting at which they are to be used, and shall be only effective for the specific meetings for which originally given and any lawful recess or adjournment to a specific date thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was issued.

(e) Designation for Voting Member. If a

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membership certificate is owned by more than one member, the member entitled to cast the membership vote shall be designated in writing which shall be signed by all of the members owning an interest in such certificate. If a certificate is owned by a corporation, it shall designate the person entitled to cast the vote by certifying such person's name with the Secretary or other designee. Each such certificate shall be valid until revoked or superseded by a subsequent certificate. Notwithstanding the foregoing, if a certificate is owned jointly by a husband and wife, they may designate a voting member; or, not having designated a voting member, if only one is present at a meeting, that owner may cast the membership vote; or, if they are both present at a meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the membership certificate on that particular subject at that meeting.

Q & A from myflorida.gov:

Q: Can the condominium or cooperative association suspend a unit owner's voting rights because the unit owner is late in paying assessments?

A: Condominium and cooperative associations may suspend the right of a unit owner to vote, if the unit owner is more than 90 days delinquent in any financial obligation due to the association. This action must be taken at a board meeting.

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	References: Condominium: Section 718.303(5) , Florida Statutes Cooperative: Section 719.303(5) , Florida Statutes	
3.12 Change of Resident Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established only as incident to the revocation of the membership certificate and Proprietary Lease of the prior owner and the issuance of a new membership certificate and Proprietary Lease to the new owner. At that time the membership of the prior member shall be terminated automatically.	617.0605 Transfer of membership interests.— (1) A member of a corporation may not transfer a membership or any right arising from membership except as otherwise allowed in this section. (2) Except as set forth in the articles of incorporation or bylaws of a mutual benefit corporation, a member of a mutual benefit corporation may not transfer a membership or any right arising from membership. (3) If transfer rights have been provided for one or more members of a mutual benefit corporation, a restriction on such rights is not binding with respect to a member holding a membership issued before the adoption of the restriction unless the restriction is approved by the members and the affected member.	Duplication of Section 3.7. Recommend deleting this Section. Approved with recommended change 10/29/2020: Entire subsection restored, per consult with attorney on 10/28/2020.
3.13 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Cooperative during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the obligations incident thereto.	617.0607 Termination, expulsion, and suspension.— (1) A member of a corporation may not be expelled or suspended, and a membership in the corporation may not be terminated or suspended, except pursuant to a procedure that is fair and reasonable and is carried out in good faith. (2) Any written notice given by mail must be delivered by certified mail or first-class mail to the last address of the member shown on the records of the corporation. (3) Any proceeding challenging an expulsion, suspension, or termination, including a proceeding in which the defective notice is alleged, must be commenced within 1 year after the effective date of the expulsion, suspension, or termination.	No changes recommended to boilerplate. Approved with no changes

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	<p>(4) A member who has been expelled or suspended may be liable to the corporation for dues, assessments, or fees as a result of obligations incurred or commitments made before expulsion or suspension.</p> <p>From Harbor Lights, p20/24</p> <p>ARTICLE 13. LIABILITY SURVIVES TERMINATION</p> <p>The termination of a membership in Harbor Lights shall not relieve or release any former Shareholder from any liability or obligation incurred under or in any way connected with Harbor Lights during the period of being a Shareholder, or impair any rights or remedies which Harbor Lights may have against such former Shareholder, arising out of, or which is in any way connected with, such Shareholder.</p>	
<p><u>3.14 Transfer of Membership.</u></p> <p>Resident Membership in the Association may be transferred only as an incident to the issuance of a new membership certificate. No more than one (1) such change will be approved in any five (5) year period. With the approval of the Board of Directors, an equity member, who is a natural person, may become a resident member. Conversely, a resident member may be ordered transferred to equity membership by direction of the Board of Directors, on account of breach by the resident member of the provisions of the Proprietary Lease or the obligations stated in these Bylaws.</p>	<p>617.0605 Transfer of membership interests.—</p> <p>(1) A member of a corporation may not transfer a membership or any right arising from membership except as otherwise allowed in this section.</p> <p>(2) Except as set forth in the articles of incorporation or bylaws of a mutual benefit corporation, a member of a mutual benefit corporation may not transfer a membership or any right arising from membership.</p> <p>(3) If transfer rights have been provided for one or more members of a mutual benefit corporation, a restriction on such rights is not binding with respect to a member holding a membership issued before the adoption of the restriction unless the restriction is approved by the members and the affected member.</p> <p>719.108 Rents and assessments; liability; lien and priority; interest; collection; cooperative ownership.—</p>	<p>Found mention of "equity membership" only in Chapter 617; however it refers to a "mutual benefit corporation," which does not include associations such as ours, organized under chapter 719 (see 617.01401(13)). Unable to find any information on, or any examples of "equity member" or "equity membership" in any other source. Chapter 719 does not provide for transfer to "equity membership" on account of a breach.</p> <p>Recommend deleting this section.</p> <p>Approved with recommended change</p> <p>10/29/2020: Entire subsection restored, per consult with attorney on 10/28/2020.</p>

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	<p>(1) A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all rents and assessments coming due while the unit owner is in exclusive possession of a unit. In a voluntary transfer, the unit owner in exclusive possession shall be jointly and severally liable with the previous unit owner for all unpaid rents and assessments against the previous unit owner for his or her share of the common expenses up to the time of the transfer, without prejudice to the rights of the unit owner in exclusive possession to recover from the previous unit owner the amounts paid by the unit owner in exclusive possession therefor.</p> <p>From 719, page 32-33/90 d. An itemized list of all assessments, special assessments, and other moneys owed by the unit owner on the date of issuance to the association for a specific unit is provided.</p> <p>e. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate.</p> <p>OTHER INFORMATION:</p> <p>f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? <u>(Yes)</u> <u>(No)</u>. If yes, specify the type and amount of the fee.</p> <p>h. Do the rules and regulations of the association applicable to the unit require approval by the board of directors of the association for the transfer of the unit? <u>(Yes)</u> <u>(No)</u>. If yes, has the board approved the</p>	
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	<p>transfer of the unit? <u>(Yes)</u> <u>(No)</u>.</p> <p>i. Is there a right of first refusal provided to the members or the association? <u>(Yes)</u> <u>(No)</u>. If yes, have the members or the association exercised that right of first refusal? <u>(Yes)</u> <u>(No)</u>.</p> <p>From Harbor Lights, p21/24</p> <p>16.5 Transfers. Transfers of Shareholder Certificates shall be made only on the books of Harbor Lights. The existing certificate, properly endorsed, shall be surrendered and cancelled before a new certificate is issued. Transfers of Proprietary Leases shall be made by a written assignment, executed with the formalities of a Deed, recorded in the Public Records. Proof of the executed assignment, and assumption by the assignee of the Proprietary Lease, shall be required by Harbor Lights before the corresponding Shareholder Certificate shall be cancelled and reissued. All transfers of Proprietary Leases and Shareholder Certificates are subject to these Bylaws, Articles of Incorporation, Rules and Regulations and the Master Form Proprietary Lease.</p> <p>From Tropicana, p17</p> <p>17.5 Transfers. Transfers of membership certificates shall be made only on the books of the Corporation. The transfer of the existing Occupancy Agreement shall be reflected by an assignment recorded in the Public Records which shall be joined in by both the transferring Member and the Corporation. All transfers are subject to these Bylaws and the Master Form Occupancy Agreement.</p>	
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SECTION 4: MEMBERS' MEETINGS; VOTING

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (please include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
4. MEMBERS' MEETINGS; VOTING		
4.1 <u>Annual Meeting.</u> There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the first quarter of the calendar year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting any ballots cast in the annual election of Directors shall be counted and results announced.		No recommended changes to boilerplate. Approved with no changes
4.2 <u>Special Members' Meetings.</u> Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members representing at least twenty-five percent (25%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.	From Current Bylaws: 3.5 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at the request, in writing, of a majority of the Directors or at the request, in writing, of voting members representing ten percent (10%) of the total number of membership	No recommended changes to boilerplate. Approved with no changes. On final review, I agree with more members being required to call a meeting, but not sure about going from 10% in our current Bylaws to 25%. Of our sample bylaws, most require 10%, but two require 20% and 33 1.3% respectively. Team to discuss. Recommend 20% to represent a solid segment of the ownership population.

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	certificates outstanding. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject stated in the notice of meeting.	9/9/2020: After discussion team recommended keeping at 25%, which is only 10 members. Approved by team 9/9/2020 as recommended above, resulting in no changes.
<p>4.3 <u>Notice of Meetings; Waiver of Notice.</u></p> <p>Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The members are responsible for keeping the Association informed of their proper current addresses. The notice of all members' meetings must be mailed, delivered, or may be provided by electronic transmission to the unit owners who so consent at least fourteen (14) days before the meeting. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A person entitled to receive such notice may waive notice of any meeting at any time, but only by written waiver.</p>	<p>DelRay Exhibit "C" Section 3.3 - Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.</p> <p>617.0701 5a & 5b (5)(a) Notice of a meeting of members need not be given to any member who signs a waiver of notice, in person or by proxy, either before or after the meeting. Unless required by the bylaws, neither the affairs transacted nor the purpose of the meeting need be specified in the waiver.</p> <p>(b) Attendance of a member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, unless the member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.</p> <p>617.083 617.0823 Waiver of notice.—Notice of a meeting of the board of directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver</p>	<p>No recommended changes to boilerplate. Approved with no changes</p>

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	<p>of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.</p> <p>617.0825 (2) 617.0823 Waiver of notice.— Notice of a meeting of the board of directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.</p>	
<p>4.4 <u>Notice of Annual Meeting; Special Requirements.</u></p> <p>Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the cooperative property or association property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail, hand delivered to each owner, or provided by electronic transmission to the unit owners who so consent regardless of</p>	<p>DelRay 3.3 Exhibit C is very similar. However, they have this sentence "If ownership of a residential lot is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required". Also, they set month for annual meeting, however, it can be changed to different month annually.</p> <p>Otherwise, there are no requirements for annual meetings, nor could I find anything for 'special requirements'.</p>	<p>No recommended changes to boilerplate.</p> <p>Approved with no changes</p>

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<p>whether the second notice of election described in Section 6.3(B) below is required, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained.</p>		
<p>4.5 <u>Quorum.</u> A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least a majority of the votes of the voting interests.</p>	<p>Del Rey Sect 3.4 <u>Quorum.</u> A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.</p> <p>3.5 <u>Vote Required.</u> The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential Lot owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.</p>	<p>No recommended changes to boilerplate.</p> <p>Approved with no changes</p>
<p>4.6 <u>Vote Required.</u> The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the cooperative documents. <u>All votes at members' meetings shall be submitted in writing.</u></p>	<p>719.106(1) (b) <u>Quorum; voting requirements; proxies.—</u> 1. Unless otherwise provided in the bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of voting interests, and decisions shall be made by owners of a majority of the voting interests. Unless otherwise provided in this chapter, or in the articles of incorporation, bylaws, or other cooperative documents, and except as provided in subparagraph (d)1., decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present.</p>	<p>No recommended changes to boilerplate.</p> <p>Approved with no changes</p> <p>One of our members was concerned about two votes per unit if the board member votes and the spouse also votes.</p> <p>10/21/2020: Team discussed, and approved requiring board members to be the designated voter for issues at member's meetings. The Team also discussed the possibility of two votes per unit (especially if hand counts are taken), and decided that we should use a dual approach to that problem by 1) adding a requirement to these Bylaws that all votes are to be submitted in writing, and 2) recommending that the Board develop a procedure</p>

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		for distributing ballots or proxies at a meeting when necessary, to include calling the name of each designated voter at the meeting and personally handing them a proxy form.
	<p>From Current Bylaws:</p> <p>"2.3 Voting.</p> <p>(e) Designation of Voting Member.</p> <p>If a membership certificate is owned by more than one member, the member entitled to cast the membership vote shall be designated in a certificate which shall be filed with the Secretary after being signed by all of the members owning an interest in such certificate. If a certificate is owned by a corporation, it shall designate the person entitled to cast the vote by certifying such person's name with the Secretary. Each such certificate shall be valid until revoked or superseded by a subsequent certificate. Notwithstanding the foregoing, if a certificate is owned jointly by a husband and wife, they may designate a voting member; or, not having designated a voting member, if only one is present at a meeting, that owner may cast the membership vote; or, if they are both present at a meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the membership</p>	<p>Recommend ADDING section 2.3 from current bylaws, inserting the word "voting" or "membership" in front of the word "certificate" to differentiate it, and excluding the reference to membership certificates owned by corporations, as is prohibited by the Master Form Proprietary Lease. Renumber sections.</p> <p>Approved by team, Relevant Sources: Current Bylaws, Section 2.3(e), Proprietary Lease, Section 16, Paragraph E.</p> <p>10/30/2020: This "Designation of Voting Member" subsection deleted, per consult with the attorney on 10/28/2020, because Primary Occupant will take the place of the "designated voter."</p>

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	certificate on that particular subject at that meeting."	
<p>4.7 Proxy Voting.</p> <p>To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the cooperative documents, and for all other substantive matters for which the Cooperative Act requires or permits a vote of the members. <u>Limited proxies and general proxies may be used to establish a quorum.</u> General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the days after the date of the first meeting for which it was given.</p> <p>Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the</p>	<p>719.106(1) (b)2.-3. Quorum; voting requirements; proxies.—</p> <p>"Except as specifically otherwise provided herein, after January 1, 1992, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with subparagraph (j)2., for votes taken to waive the financial reporting requirements of s. 719.104(4)(b), for votes taken to amend the articles of incorporation or bylaws pursuant to this section, and for any other matter for which this chapter requires or permits a vote of the unit owners. Except as provided in paragraph (d), after January 1, 1992, no proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.</p> <p>3. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it."</p> <p>From myfloridalicense.com: <u>General Information About Proxies.</u> A condominium or cooperative unit owner may use a proxy form to vote on an issue in the event that he or she cannot attend the meeting at which the issue will be decided. The proxy form is given to someone (the proxy holder) who is expected to attend the meeting in the absent owner's place and act</p>	<p>Recommend adding the following line from 719.106(1)(b)2: "Limited proxies and general proxies may be used to establish a quorum." To avoid duplication, recommend deleting the words "to establish a quorum" from the next line. Approved by team, Relevant Source: 719.106(1)(b)2</p> <p>Recommend changing the words "need not" to "must" in the line referring to holders of proxies being members.</p> <p>Approved above recommendation by team. There is no relevant source for this, just the committee's recommendation that only members should attend the annual members' meeting to vote a proxy.</p>

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<p>original must be delivered to the Association at or before the appointed time of the meeting or reconvening thereof. Holders of proxies need not<u>must</u> be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.</p>	<p>on the owner's behalf. A unit owner who plans to attend a meeting by proxy should make sure that the entrusted person plans to attend the meeting and can be relied upon to deliver the proxy form to the association. (Many associations require proxy holders to give the proxy form to the association secretary before the meeting begins. The unit owner should consult the association bylaws and articles of incorporation.) It would be wise for the unit owner, or the proxy holder, or both, to keep a copy of the proxy form that was delivered to the association.</p> <p>From Orlando Sentinel, March 2003: A proxy can name any person as the proxy holder. The proxy does have to be signed by all the owners or the person named on the voter's certificate. The person does not need to be an owner and would have almost all rights at the meeting as the owner. There are two basic proxies, the general proxy and the limited proxy. In condominiums, proxies cannot be used to vote in the annual election of the directors, but they can be used to vote on other matters and count for quorum. Since the proxy is a legal document, an attorney should be used to draft the document.</p>	
<p>4.8. <u>Adjourned Meetings.</u> Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance <u>without further</u></p>	<p>From 719.106(1) (b)3. Quorum; voting requirements; proxies.— "Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it."</p>	<p>Suggest substituting the last two sentences with the following two sentences from Harbor Lights Coop:</p> <p>"...without further notice. If additional business will be transacted, the adjourned meeting continuance must be noticed as provided in Sections 4.3 and 4.4 hereof."</p> <p>Approved by team, Relevant Sources: 617.0820(2), Harbor Lights Coop, Section 3.7</p>

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<p><u>notice. If additional business will be transacted, the continuance must be noticed as provided in Sections 4.3 and 4.4 hereof.</u></p>	<p>From Becker & Poliakoff News-Press:</p> <p>Q: My homeowners' association is attempting to amend our governing documents. At the membership meeting where the vote was to occur, the board announced that not enough of the members had participated and the board was continuing the meeting to allow more members to vote. Is that allowed? (K.R., via e-mail)</p> <p>A: Maybe. Chapter 720 [also chapter 719], the Florida Homeowners' Association Act, states that a proxy is only effective for the specific meeting for which it was originally given. However, the meeting may be lawfully adjourned and reconvened from time to time up to ninety (90) days from the original date of the meeting. Therefore, if the board determined that there were insufficient participation, the association can usually continue the meeting for up to ninety (90) days.</p> <p>The provisions of your governing documents may also come into play and could contain limitations on or specific procedures for adjournment. For this reason, I believe it is appropriate to ask the association's legal counsel to review appropriate adjournment procedures in advance and advise the association of the proper steps to take at the meeting. This would help avoid later legal challenges to the validity of the amendments.</p> <p>If at the initial membership meeting the association properly announces the date, time and location of the reconvened meeting, the case law in Florida states it is not necessary for the association to send out additional notice of the reconvened meeting. Section 720.306(7) of the Florida Homeowners' Association Act says</p>	<p><i>NOTE: The purpose of a notice is to allow members to prepare to speak on any agenda item. Therefore, if the continuance has additional new agenda items, it follows that it must be properly noticed.</i></p>
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	<p>essentially the same thing. However, as a practical matter, it may need to send out additional notices in order to obtain additional member participation.</p> <p>From Harbor Lights Coop:</p> <p>3.7 Adjourned Meetings. The Shareholders who are present, either in person or by proxy, may adjourn a Shareholder meeting from time to time as they determine appropriate. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called without further notice. If additional business will be transacted, the adjourned meeting must be noticed as provided in Article 3.3 hereof.</p>	
<p>4.9. Order of Business.</p> <p>The order of business at members' meetings shall be substantially, but not limited to, as follows:</p> <p>(A) Counting of ballots in annual election (if necessary)</p> <p>(B) Call of the roll or determination of quorum.</p> <p>(C) Reading or disposal of minutes of last members meeting</p> <p>(D) Reports of Officers</p> <p>(E) Reports of Committees</p> <p>(F) Unfinished Business</p> <p>(G) New Business</p> <p>(H) Adjournment</p> <p><u>(A) Call To Order and Proof of Notice</u></p> <p><u>(B) Call of the Roll or Determination of Quorum</u></p> <p><u>(C) Counting of Ballots in Annual</u></p>	<p>From Current Bylaws:</p> <p>3.8 Order of Business. The order of business at annual meetings and, as far as practical, at other meetings of the membership, shall be:</p> <p>(a) Call to order by President or Chairman</p> <p>(b) Calling of the roll and certifying of proxies</p> <p>(c) Proof of notice of the meeting or waiver of notice</p> <p>{d) Reading and disposal of any unapproved minutes</p> <p>(e) Reports of officers</p> <p>(f) Reports of committees</p> <p>(g) Appointment of inspectors of election</p>	<p>Recommend calling the meeting to order first before determining a quorum; recommend adding "Proof of Notice" as it is legally required. Recommend switching order of A. and B, and adding Call to Order and Proof of Notice, resulting in the following:</p> <p>(A) Call To Order and Proof of Notice</p> <p>(B) Call of the Roll or Determination of Quorum (proxies are certified and counted within this agenda item)</p> <p>(C) Counting of Ballots in Annual Election</p> <p>(D) Reading or disposal of minutes of last members meeting</p> <p>(E) Reports of Officers</p> <p>(F) Reports of Committees</p> <p>(G) Unfinished Business</p> <p>(H) New Business</p> <p>(I) Adjournment</p> <p>Approved by team, Relevant source: Section 3.8, Current Bylaws.</p>

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<p><u>Election</u></p> <p><u>(D) Reading or disposal of minutes of last members meeting</u></p> <p><u>(E) Reports of Officers</u></p> <p><u>(F) Reports of Committees</u></p> <p><u>(G) Unfinished Business</u></p> <p><u>(H) New Business</u></p> <p><u>(I) Adjournment</u></p>	<p>(h) Election of directors</p> <p>(i) Unfinished business</p> <p>(j) New business</p> <p>{k} Adjournment</p>	
<p>4.10 _ Minutes.</p> <p>Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.</p>		<p>No recommended changes to boilerplate.</p> <p>Approved with no changes</p> <p>On final review, not sure about boxing ourselves into a requirement of 30 days to have the Minutes done. Perhaps consider adding ..."or other reasonable timeframe..."</p> <p>While I understand that publishing the minutes is a voluntary activity, I would be concerned that without a specific deadline, the minutes may not be published in a reasonable timeframe. No reflection on the current publisher!</p> <p>Team approved on final review with no changes on 9/9/2020.</p>
<p>4.11 _ Parliamentary Rules.</p> <p>Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.</p>		<p>No recommended changes to boilerplate.</p> <p>Approved with no changes</p>

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<p>4.12. <u>Action by Members Without Meeting.</u></p> <p>Except for the holding of the annual meeting, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or by at least a majority of the total voting interests, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days after mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in Section 4.2 above. If the vote is taken by the method described in this Section, the list of unit</p>	<p>From 617.0701(4):</p> <p>Unless otherwise provided in the articles of incorporation, action required or permitted by this chapter to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted.</p> <p>(a) To be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the corporation to its principal office in this state, its principal place of business, the corporate secretary, or another officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded. Written consent to take the corporate action referred to in the consent is not effective unless the consent is signed by members having the requisite number of votes necessary to authorize the action within 90 days after the date of the earliest dated consent and is delivered in the manner required by this section.</p> <p>(b) Any written consent may be revoked prior to the date that the corporation receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the corporation at its principal office in this state or</p>	<p>A unit owner may not vote the share simply by virtue of being a unit owner.</p> <p>Team-Recommend changing the words "unit owners" to "voting members" to include Primary Occupants, single owners or married couples. Approved by team, Relevant Sources: 617.0701(4), Current Bylaws Section 2.3</p>
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SECTION 4: MEMBERS' MEETINGS; VOTING

<p>owners <u>voting members</u> on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.</p>	<p>its principal place of business, or received by the corporate secretary or other officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded.</p> <p>(c) Within 30 days after obtaining authorization by written consent, notice must be given to those members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.</p> <p>(d) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.</p> <p>(e) If the action to which the members consent is such as would have required the filing of articles or a certificate under any other section of this chapter if such action had been voted on by members at a meeting, the articles or certificate filed under such other section must state that written consent has been given in accordance with this section.</p> <p>(f) Whenever action is taken pursuant to this section, the written consent of the members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of member proceedings.</p>	
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SECTION 5: ASSOCIATION

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (please include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
5. ASSOCIATION: The operation of the Cooperative is by Riverbend of Naples Mobile Homeowners Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:		
5.1 <u>Articles of Incorporation</u> . A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit “A”.		
5.2 <u>Delegation of Management</u> . The Association may contract for the management and maintenance of the Cooperative property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and	719.302(d) (3) Any grant or reservation made by a cooperative document, lease, or other document, and any contract made by an association, whether before or after assumption of control of the association by unit owners other than the developer, that provides for operation, maintenance, or management of a cooperative association or property serving the unit owners of a cooperative shall not be in conflict with the powers and duties of the association or the rights of unit owners as provided in this chapter. This	Recommend considering conflict of interest prevention and safety/security protection of our financial records when contracting with management companies: 1. Add section on Conflict of Interest regarding employment or contracts, generally, from Chapter 718.112. Section is well-written, is general and could extend to any Association. Above changes approved by team. Relevant Source: 718.112, Florida Statutes

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<p>replacement of the common elements with funds made available by the Association for such purposes; <u>however the Association may not employ or contract with any service provider that is owned or operated by a board member or with any person who has a financial relationship with a board member or officer, or a relative within the third degree of relation by blood or marriage of a board member or officer. Financial and accounting services performed on behalf of the Association shall be outsourced to a reputable management company or accounting firm whose employees assigned to oversee the Cooperative accounts shall be Certified Public Accountants who are bonded and shall have no personal interest in the Association.</u> The Association and its officers however, shall retain at all times the powers and duties provided in the Cooperative Act.</p>	<p>subsection is intended only as a clarification of existing law</p> <p>Conflict of Interest (Section 718.112, Florida Statutes)</p> <p>An association may not employ or contract with any service provider that is owned or operated by a board member or with any person who has a financial relationship with a board member or officer, or a relative within the third degree of relation by blood or marriage of a board member or officer.</p> <p>Windmill Village Coop Bylaws, Section 6.2:</p> <p>A Certified Public Accountant, who shall not be a Shareholder, will be retained by the Board to advise on all accounting matters and render such services as may be required by the Board.</p> <p>From Florida Community Association Professionals (FCAP):</p> <p><i>Newsletter Article, August 2019:</i> “Florida is ranked number one in the United States when it comes to fraud, according to the <i>Consumer Sentinel Network Data Book</i>. With 1,002 fraud reports per 100,000 people, Florida had more than double the number of fraud reports in the second-ranked state, Georgia.</p> <p>Florida also has more than 47,000 community associations, which is the most in the country. Residents of these associations pay billions of dollars in fees each year, making condominium owners associations (COAs), homeowners associations (HOAs), and other residential community management organizations very common fraud targets, especially for those with insider access.</p> <p>Theft of association funds can result in unpaid bills, uncompleted projects, increased member fees, and the destruction of general financial stability. Even when</p>	<p>2. Add requirement to outsource accounting services, per FCAP recommendations.</p> <p>Above change approved by team. Relevant Sources: Florida Community Association Professionals (FCAP), Windmill Village Coop Bylaws, Section 6.2</p>
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	<p>fraudsters are caught, it can take years to recover stolen funds, and in many cases, funds can never be recovered. No one wants to be a fraud victim; however, as Floridians, it's something that we must constantly be watchful for."</p> <p><i>Newsletter Article, August 2016: <u>"If the association is self-managed, they should strongly consider outsourcing their financial accounting to a reputable company, whether it is a management company or an accounting firm."</u></i></p>	
<p>5.3 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Cooperative Act or these cooperative documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Association have a fiduciary relationship to the members. A member does not have the authority to act for the Association by reason of being a member.</p>		<p>No changes.</p> <p>Approved with no changes</p>
<p>5.4 Powers and Duties. The powers and duties of the Association include those set forth in the Cooperative Act and the cooperative documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these</p>	<p>617.0302 Corporate powers.—Every corporation not for profit organized under this chapter, unless otherwise provided in its articles of incorporation or bylaws, shall have power to:</p> <p>(1) Have succession by its corporate name for the period set forth in its articles of incorporation.</p> <p>(2) Sue and be sued and appear and defend in</p>	<p>No changes.</p> <p>Approved with no changes</p>

SECTION 5: ASSOCIATION

<p>purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the cooperative property. The Association may impose fees for the use of cooperative property and fees for replacing connectors for underground water lines and/or sewer pipes owned by the Association when a unit is replaced. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Cooperative.</p>	<p>all actions and proceedings in its corporate name to the same extent as a natural person.</p> <p>(3) Adopt, use, and alter a common corporate seal. However, such seal must always contain the words "corporation not for profit."</p> <p>(4) Elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation.</p> <p>(5) Adopt, change, amend, and repeal bylaws, not inconsistent with law or its articles of incorporation, for the administration of the affairs of the corporation and the exercise of its corporate powers.</p> <p>(6) Increase, by a vote of its members cast as the bylaws may direct, the number of its directors so that the number shall not be less than three but may be any number in excess thereof.</p> <p>(7) Make contracts and guaranties, incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure its obligations by mortgage and pledge of all or any of its property, franchises, or income.</p> <p>(8) Conduct its affairs, carry on its operations, and have offices and exercise the powers granted by this act in any state, territory, district, or possession of the United States or any foreign country.</p> <p>(9) Purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated.</p> <p>(10) Acquire, enjoy, utilize, and dispose of patents, copyrights, and trademarks and any</p>	
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SECTION 5: ASSOCIATION

licenses and other rights or interests thereunder or therein.

(11) Sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

(12) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of and otherwise use and deal in and with, shares and other interests in, or obligations of, other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships, or individuals, or direct or indirect obligations of the United States, or of any other government, state, territory, governmental district, municipality, or of any instrumentality thereof.

(13) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds loaned or invested except as prohibited by s. 617.0833.

(14) Make donations for the public welfare or for religious, charitable, scientific, educational, or other similar purposes.

(15) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is organized.

(16) Merge with other corporations or other eligible entities identified in s. 607.1101, both for profit and not for profit, domestic and foreign, if the surviving corporation or other surviving eligible entity is a corporation not for profit or other eligible entity that has been organized as a not-for-profit entity under a governing statute or other applicable law that permits such a merger.

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From Tropicana:

5.1 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts except such acts which by law or by these Bylaws may not be delegated to the Board of Directors by the members. The Board of Directors shall have the power and duty to operate and maintain the common areas; determine the expenses required for the operation of the Corporation; collect rent and other assessments necessary for the common expenses of the Corporation; employ personnel necessary for the operation of the common areas and management of the corporation; adopt rules and regulations covering the details of the operation of the Cooperative and the rental park; establish penalties and fines for infractions; maintain bank accounts; purchase, lease or acquire membership certificates in the name of the Corporation; sell, sublet, transfer, mortgage or otherwise deal with the corporate assets; obtain insurance; borrow money on behalf of the Corporation when required in connection with the acquisition of property, capital improvements, operation, care, upkeep and maintenance of the common areas; approve new resident for homes that are either leased or owned.

From Del Ray:

2.7 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its

SECTION 5: ASSOCIATION

powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other Ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

4.9 Association's Powers. Notwithstanding anything to the contrary contained herein, the Association has the power, without the joinder of any Owner, to grant, modify or relocate easements in any portion of the common area or association property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

Susan-719.3026(1) All contracts as further described herein or any contract that is not to be fully performed within 1 year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the association in accomplishing its purposes under this chapter, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the association in an amount which in the aggregate exceeds 5 percent of the association's budget, including reserves, the association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the association to

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<p>5.5 <u>Official Records.</u> The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times <u>at the corporation's principal office or at a reasonable location specified by the corporation, if the member gives the corporation written notice of his or her demand at least 10 business days before the date on which he or she wishes to inspect and copy. The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying.</u> The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.</p>	<p><u>accept the lowest bid.</u></p> <p>617.1601 Corporate records.— (1) A corporation shall keep as records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation.</p> <p>617.1602 Inspection of records by members.— (1) A member of a corporation is entitled to inspect and copy, during regular business hours at the corporation's principal office or at a reasonable location specified by the corporation, any of the records of the corporation described in s. 617.1601(5), if the member gives the corporation written notice of his or her demand at least 10 business days before the date on which he or she wishes to inspect and copy.</p> <p>719.104 (2a) (2) <u>OFFICIAL RECORDS.—</u> (a) From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association: (Plus a very long detailed list)</p> <p>(719.104 (2b) must be maintained 7 yrs</p> <p>719.104 (2c) right to inspect (very detailed)</p> <p>Tropicana – Article 7.11 7.11 Accounting Records and Reports. The accounting records of the Corporation shall be open to inspection by members or their authorized representatives at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and</p>	<p>Team recommended the addition of the following text at the end of the second sentence: "...at the corporation's principal office or at a reasonable location specified by the corporation, if the member gives the corporation written notice of his or her demand at least 10 business days before the date on which he or she wishes to inspect and copy. The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying."</p> <p>Above change approved by team. Relevant Sources: 617.1602 and 719.104(2c)</p>
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	<p>(b) an account for each membership certificate designating the name and current mailing address of the member, the amount of each assessment, the dates and the amounts in which the assessments come due, the amount paid upon the account and the balance due.</p> <p>Poinsettia – Article VI Section 1 Accounting Records and Reports. The accounting records of the Corporation shall be open to inspection by members or their authorized representatives at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each membership certificate designating the name and current mailing address of the member, the amount of each assessment, the dates and the amounts in which the assessments come due, the amount paid upon the account and the balance due.</p>	
<p>5.6 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property <u>valued at more than 15% of the annual budget</u> shall be exercised by the Board of Directors <u>only after approval by at least a 2/3 majority of the voting interests.</u> The power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least</p>	<p>From 719.1055.</p> <p>Unless a lower number is provided in the cooperative documents or unless such action is expressly prohibited by the articles of incorporation or bylaws of the cooperative, <u>the acquisition of real property by the association, and material alterations or substantial additions to such property by the association shall not be deemed to constitute a material alteration or modification of the appurtenances to the unit if such action is approved by</u></p>	<p>Suggest that the decision to acquire additional real property (e.g. Riverbend desires to purchase Palm River), that the action require at least a 2/3 majority.</p> <p><u>Recommendation:</u> That the action to acquire real property requires at least a 2/3 majority.</p> <p>Above recommendation approved by team. Relevant Source: 719.104(6)</p> <p>Team discussed a cap for the value of personal property that can be acquired by the board alone. Personal property is something like a truck, new exercise equipment or a pool table for Betty's, and not maintenance items or capital improvements</p>

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<p>a <u>2/3</u> majority of the voting interests.</p>	<p><u>two-thirds of the total voting interests of the cooperative.</u></p> <p>(3)(a) Unless other procedures are provided in the cooperative documents or such action is expressly prohibited by the articles of incorporation or bylaws of the cooperative, the association may materially alter, convert, lease, or modify the common areas of the mobile home cooperative if the action is approved by two-thirds of the total voting interests of the cooperative.</p> <p>Susan – 719.104 (6) PURCHASE OF LEASES.—The association has the power to purchase any land or recreation lease upon the approval of such voting interest as is required by the cooperative documents. <u>If the cooperative documents make no provision for acquisition of the land or recreational lease, the vote required is that required to amend the cooperative documents to permit the acquisition.</u> [which is 2/3 of the voting interests]</p>	<p>to the property.</p> <p><u>Recommendation:</u> To place a somewhat limited constraint on the board, the team approved allowing the board to spend up to \$10,000 for personal property without obtaining a 2/3 majority vote of the membership. Recommendation approved by team. No Relevant Source quoted.</p> <p>Suggest revisiting to consider making the cap on acquisition of real property a percentage of the annual budget so that it will keep pace with the cost of inflation without revising the Bylaws each time. (current budget is \$65,000, so \$10,000 would be about 15%)</p> <p>Agree that a percentage of the budget provides a scaled number, which we will not have to revisit ongoing. Next trick – expanding the budget ;)></p> <p>9/16: Above revision to use a percentage was approved by the team.</p>
<p>5.7 <u>Disposition of Property.</u> Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 5.6 above. However, the power to lease cooperative</p>	<p>719.104 (5) ASSESSMENTS.—<u>The association has the power to make and collect assessments and to lease, maintain, repair, and replace the common areas.</u></p> <p>However, the association may not charge a use fee against the unit owner for the use of common areas unless otherwise provided for in the cooperative documents or by a majority vote of the association or</p>	<p>I can find no evidence in any documents reviewed of disposition of property. I would recommend that while the Board has the power to lease property, the membership must be apprised and consulted prior to doing so.</p> <p>Team discussion: The “sticking point” was the last sentence regarding leasing. As history, Unit #23 mobile home was rented and the Association owned the share, then the membership share was sold and the lot and mobile home was leased to the homeowner by the Board of Directors alone, under a Proprietary</p>

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<p>property shall be exercised solely by the Board of Directors.</p>	<p>unless the charges relate to expenses incurred by an owner having exclusive use of common areas.</p> <p>ARTICLE II of the boilerplate Articles of Incorporation: (K) When and as authorized by the affirmative vote of three-fourths (3/4ths) of the members present and voting in person or by proxy at a meeting of the members duly called for that purpose, or when authorized by the written consent of three-fourths (3/4ths) of the members, to sell, lease or exchange or mortgage <u>all</u> of the property and assets of the Association, including its good will and its corporate franchises, upon such terms and conditions as its Board of Directors shall deem expedient and for the best interest of the Association.</p>	<p>Lease agreement. Team decided to leave this section as it is.</p> <p>Approved with no changes</p>
<p>5.8 <u>Roster</u>. The Association shall maintain a current roster of names and mailing addresses of resident members/primary occupants based upon information supplied by the resident members/primary occupants. <u>The roster may contain e-mail addresses and telephone numbers if the resident member/primary occupant consents in writing to the disclosure.</u> A copy of the roster shall be made available to any member upon request.</p>	<p>Susan - 719.301(2) 5. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The e-mail addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the e-mail address or the number for receiving electronic transmission of notices.</p>	<p>Suggest removing the term "primary occupants". Also suggest using the same terms as chapter 719, i.e. "unit owners" in place of "resident members."</p> <p>Above suggestion approved by team, Relevant Source 719.301(2)</p> <p>Team also discussed the legality of sharing members email addresses. We do have an Information form that allows members to give their consent to share email addresses with other members, with a signature line at the bottom, and this is supported by 719.104(2)(c), so team recommended adding: <u>"The roster may contain e-mail addresses and telephone numbers if the unit owner consents in writing to the disclosure."</u></p> <p>Above addition approved by team. Relevant Source 719.104(2)(c)</p>

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	<p>Susan - 719.104(2)(c) [...Notwithstanding this paragraph, the following records shall not be accessible to unit owners:...]</p> <p>5. Social security numbers, driver license numbers, credit card numbers, <u>e-mail addresses, telephone numbers</u>, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association's notice requirements. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. <u>An owner may consent in writing to the disclosure of other contact information described in this subparagraph.</u> The association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.</p> <p>E-Mail Addresses and Board Member E-mails, By Jeffrey A. Rembaum, Esquire, April 2014: "Simply stated, if one was to rely on the guidance cited herein, e-mails solely between board members, even a board majority, are not part of the official records; e-</p>	<p>10/30/2020: "unit owner" restored to "resident member/primary occupant," as a result of the legal consult on 10/28/2020.</p>
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	mails between the board and the manager are part of the official records; and <i>unit owner e-mail addresses are only subject to inspection where a unit owner has either consented to receive notice by e-mail or has consented in writing to the disclosure of his/her e-mail address.</i>	
5.9 <u>Limitation on Liability.</u> Notwithstanding its duty to maintain and repair cooperative property, the Association shall not be liable to individual unit owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.	Susan - From Current Bylaws: ARTICLE XIV. LIMITATION OF LIABILITY Notwithstanding the duty of the Corporation to maintain and repair the common facilities, the Corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, members or other persons.	No changes. Approved with no changes

SECTION 6: BOARD OF DIRECTORS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (please include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>6. BOARD OF DIRECTORS. The administration of the affairs of the Association and the setting of policy for the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Bylaws or Articles of Incorporation shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.</p>	<p>From Current Bylaws: 5.1 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts except such acts which by law or by these Bylaws may not be delegated to the Board of Directors by the members. The Board of Directors shall have the power and duty to operate and maintain the common areas; determine the expenses required for the operation of the Corporation; collect rent and other assessments necessary for the common expenses of the Corporation; employ personnel necessary for the operation of the common areas; adopt rules and regulations covering the details of the operation of the Park; maintain bank accounts; purchase, lease or acquire membership certificates in the name of the Corporation; sell, sublet, transfer, mortgage or otherwise deal with the corporate assets; obtain insurance; borrow money on</p>	<p>The powers of the board of directors should be clearly defined, including examples for various scenarios, in order to avoid the kinds of misunderstandings we have had in the past. I recommend we consider such examples in numerous places to provide context and prevent unnecessary conflict.</p> <p>We may want to be careful with getting too specific and leaving something out which could be used against the Association in a legal action.</p> <p>Rather than listing scenarios, we could consider adding some of the verbiage from our current bylaws, along with addition of a phrase, such as "including but not limited to..." We could also add:</p> <ol style="list-style-type: none"> 1) verbiage from Section 5.6 of the boilerplate 2) verbiage about levying fines, suspending use of the common areas, and/or suspending voting rights per law (719.303(3)-(5)) 3) emergency powers as granted by 719.128 4) powers given to the Association by Florida Statutes Ch 617 <p>NOTE: All these powers are already granted to the Association</p>

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	<p>behalf of the Corporation when required in connection with capital improvements, operation, care, upkeep and maintenance of the common areas; however, the consent of two-thirds (2/3) of the membership shall be obtained prior to borrowing any sum in excess of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00).</p> <p>From the Florida Department of Business and Professional Regulation, October 2010: What are the powers and responsibilities of the condominium or cooperative's board of administration? The powers and responsibilities of the board of administration are described in Chapters 718 and 719, Florida Statutes (FS), and in the declaration of condominium, articles of incorporation, and bylaws, except as expressly limited or restricted by Chapters 718 and 719, FS, and Chapters 607 and 617, FS, as applicable. The board of administration administers the affairs of the association, sets policy, assures proper property maintenance, and may appoint committees to manage various affairs of the condominium or cooperative property. Directors have a fiduciary relationship with the unit owners, and must use the highest degree of good faith in placing the interests of the unit owners above their own personal interests.</p> <p>From Tropicana Coop: 5.1 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts except such acts which by law or by these Bylaws</p>	<p>by law as mentioned in the boilerplate, but we may want to add verbiage from the Florida DBPR, Q & A, especially the responsibility to act "in good faith."</p> <p>Does the team also think we should consider setting a ceiling on how much money the board can borrow or spend in a non-emergency situation?</p> <p>In this regard, suggest the team consider requiring a majority vote of all members to approve borrowing any amount for any reason, except in an emergency.</p> <p>What is an emergency</p> <p><u>Final Recommendations:</u> Team decided to require a two-thirds vote of the membership prior to borrowing any sum in excess of \$20,000, emergency or not. This would allow membership to decide if a loan or a special assessment is needed or not.</p> <p>On 7/8/2020 Team approved Final Recommendations. Relevant Source: Current Bylaws, Section 5.1</p> <p>Would like to revisit the cap on borrowing, specifically to consider changing it to a percent of the annual budget (current budget is \$65,000), so that the total amount will go up with the price of inflation without having to make a change in the Bylaws from time to time (\$20,000 is about 30%). Also suggest allowing the board to borrow any amount for <u>emergent</u> needs, defined as imminent threat to life/safety or threat of property damage, or as defined in the Emergency Bylaws section of Chapter 617.</p> <p>NOTE: Suggest moving this section to "Fiscal Matters", section 8, and including this same cap with stipulations for both <u>spending</u> and <u>borrowing</u>.</p>
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SECTION 6: BOARD OF DIRECTORS

	<p>may not be delegated to the Board of Directors by the members. The Board of Directors shall have the power and duty to operate and maintain the common areas; determine the expenses required for the operation of the Corporation; collect rent and other assessments necessary for the common expenses of the Corporation; employ personnel necessary for the operation of the common areas and management of the corporation; adopt rules and regulations covering the details of the operation of the Cooperative and the rental park; establish penalties and fines for infractions; maintain bank accounts; purchase, lease or acquire membership certificates in the name of the Corporation; sell, sublet, transfer, mortgage or otherwise deal with the corporate assets; obtain insurance; borrow money on behalf of the Corporation when required in connection with the acquisition of property, capital improvements, operation, care, upkeep and maintenance of the common areas; approve new resident for homes that are either leased or owned.</p> <p>617.0207 Emergency bylaws.—</p> <p>(1) Unless the articles of incorporation provide otherwise, the board of directors of a corporation may adopt bylaws to be effective only in an emergency defined in subsection (5). The emergency bylaws may make all provisions necessary for managing the corporation during an emergency, including:</p> <p>(a) Procedures for calling a meeting of the board of directors;</p> <p>(b) Quorum requirements for the meeting; and</p> <p>(c) Designation of additional or substitute directors.</p>	<p>9/23/2020: Above changes approved by team. To be moved to Fiscal Matters Section. Relevant Source for “Emergency” wording: Chapter 617.0207(5), Approved Policy and Procedure “Maintenance Needs During off-Season”.</p>
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SECTION 6: BOARD OF DIRECTORS

	<p>(2) The board of directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession if during such emergency any or all officers or agents of the corporation are for any reason rendered incapable of discharging their duties.</p> <p>(3) All provisions of the regular bylaws consistent with the emergency bylaws remain effective during the emergency. The emergency bylaws are not effective after the emergency ends.</p> <p>(4) Corporate action taken in good faith in accordance with the emergency bylaws:</p> <p>(a) Binds the corporation; and</p> <p>(b) May not be used to impose liability on a corporate director, officer, employee, or agent.</p> <p>(5) An emergency exists for purposes of this section if a quorum of the corporation's directors cannot readily be assembled because of some catastrophic event.</p>	
<p><u>6.1 Number and Terms of Service.</u></p> <p>The number of Directors which shall constitute the whole Board of Directors shall be five <u>seven (7)</u>. All Directors shall be elected for two (2) <u>three (3)</u> year staggered terms with two (2) directors elected the first year <u>and second years</u> and three (3) Directors being elected in alternate years <u>the third year</u>.</p> <p>A Director's term ends at the annual election at which his successor is to be duly elected.</p>	<p>719 required minimum of 5 board members. No term listed</p> <p>617.0803 and 0806 says 3 or more members. May have staggered terms</p> <p>Del Ray Sect 4.1 3 members up to 9, 3 yr terms. Must be members of the assoc.</p> <p>Tropicanna – staggered 3 yr terms. No less than 5</p> <p>Poinsettia – Article III Directors, Sect 2 allows members of the association only on the Board.</p> <p>Current Bylaws Section 4.3 Terms of Directors.</p> <p>The term of the Board of Directors shall be for a period of three years. At the February annual meeting three new Directors shall be elected</p>	<p>I feel we should say 'his or hers'.....</p> <p><u>Final Recommendations:</u> Change 5 to 7, 2 to 3 year terms. Reword second sentence. Add "or her" in 3rd sentence.</p> <p>Approved with Final Recommendations by team. Relevant Source: Current Bylaws, Section 4.3</p> <p>Revisit in July with law change.</p> <p>Did we revisit and settle this with the law change? I agree that our changes bring us into line with other associations, but wonder if a 3 year duration will discourage folks from running for the board. I'm open minded.</p> <p>In 2017, the Association voted on this and the vote for 2 year terms passed, however, the CAM said the lawyer needed to</p>

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<p>Directors shall be elected by the members as described in Section 6.3 below, or in the case of a vacancy between annual elections, as provided in Section 6.4 below.</p>	<p>for a period of three years.</p> <p>From 718.112(2)(d)2 F.S.</p> <p>A board member may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy.</p> <p><u>719.106(d)1.a</u></p> <p>Notwithstanding this subparagraph, an election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the board.</p>	<p>make some changes in the wording of the resolution and would have to bring it back for approval again. We never heard anything more. Consequently, I am good with changing the directors terms to 2 years.</p> <p>Team action on 9/23/2020:</p> <ol style="list-style-type: none">1) The number of directors was again discussed and the team quickly came to a consensus of leaving it at 7.2) Two-year terms were again discussed, with some members for and some against. After hearing arguments on both sides, the team finally came to a consensus of leaving it at 3 years.3) The issue of term limits was raised, specifically because there are term limits in F.S. Chapter 718. Again, this was a divisive issue, but the team finally came to a consensus of a limit of two full consecutive terms, or 6 years, whichever is more, unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. This section will take effect for any board member elected after the date of the adoption of these Bylaws. Relevant Source: F.S. 718.112(2)(d)2. <p>This term limit concept gets more complicated the more I look. The normal election process would kick in when there are more than 3 candidates, but what if 3 seats are at the term limit, and all 3 are willing to continue, but there are only 2 eligible candidates? Which 2 seats do they replace? We would need an election with the 3 board members and the 2 candidates on the ballot for the members to decide. Then, do the re-elected members serve another full term? If so, someone would need to keep track of all the directors who have reached their term limits. If we have 1 or 2 "holdovers" each year, we could end up at some point with 5 or more board members who have reached their term limits! I recommend withdrawing this term limit section due to its complexity.</p> <p>10/15/2020: Team again discussed and decided against adding term limits, as it would create a whole host of</p>
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		additional complexity, and we have not needed term limits in the past. Secondly, If the members feel a board member has served too long, he/she will be eventually replaced through a normal election process. Thirdly, board members resign for one reason or another and the process of attrition will be constantly occurring. (Note: There was not a unanimous vote on this issue)
<p>6.2 Qualifications. Each Director must be an equity member or a resident member/primary occupant <u>and must be 55 years of age or older at the time of his candidacy.</u></p> <p><u>Disqualifications to serve on the Board of Directors are as follows:</u></p> <p><u>(A) Any director shall become disqualified to hold office upon the transfer of his Membership Certificate.</u></p> <p><u>(B) A director or officer more than 90 days delinquent in the payment of any monetary obligation due the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.</u></p> <p><u>(C) A director who fails to timely file the written certification or educational certificate, as required by law, is suspended from service on the</u></p>	<p>Section 617.0802(2), Florida Statutes: (2) In the event that the eligibility to serve as a member of the board of directors of a condominium association, cooperative association, homeowners' association, or mobile home owners' association is restricted to membership in such association and membership is appurtenant to ownership of a unit, parcel, or mobile home, a grantor of a trust described in s. 733.707(3), or a beneficiary as defined in former s. 737.303(4)(b) of a trust which owns a unit, parcel, or mobile home shall be deemed a member of the association and eligible to serve as a director of the condominium association, cooperative association, homeowners' association, or mobile home owners' association, provided that said beneficiary occupies the unit, parcel, or mobile home.</p> <p>From Current Bylaws 4.1(f) Any Director may resign at any time by sending written notice of such resignation to the office of the corporation. Any Director shall become disqualified to hold office upon the transfer of his membership certificate or termination of the certificate designating the Director as being the designated voter for a</p>	<p>At the Annual Meeting of the Members all attendees should be owners (except for proxyholders currently, but they should be owners) Allowing board members to be non-owners would be in conflict with the current Statutes. Recommend requiring all board members to be an owner.</p> <p><u>Final Recommendations:</u> Delete the first sentence, as we are not using these terms, and replace with: "Each Director and Board candidate must be an owner of a membership certificate, who meets all other eligibility requirements of the law." (Voting Certificate also required as of meeting of 10/21/2020).</p> <p>Team approved with Final Recommendations. Relevant Source 617.0802(2)</p> <p>Suggest adding the following: Disqualifications to serve on the board of directors are as follows: (A) Any director shall become disqualified to hold office upon the transfer of his membership certificate Source: Current Bylaws 4.1 (B) A director or officer more than 90 days delinquent in the payment of any monetary obligation due the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. Source: F.S. 719.106(1)(m) (C) Each new director, within 90 days of being elected or appointed, shall certify in writing to the secretary of the</p>

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<p><u>board until he or she complies with this requirement. The board may temporarily fill the vacancy during the period of suspension.</u></p> <p><u>(D) A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property is suspended from office and the board shall fill the vacancy according to law.</u></p> <p><u>(E) A director or officer who has been convicted of any felony in this state or in any United States District Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state is no longer eligible for board membership and is suspended from office. The board shall fill the vacancy according to law.</u></p> <p><u>No more than one person per unit may be a Director at the same time.</u></p>	<p>membership certificate.</p> <p>719.106(1)(A)2. A person who has been suspended or removed by the division under this chapter, or who is delinquent in the payment of any monetary obligation due to the association, is not eligible to be a candidate for board membership and may not be listed on the ballot. A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property is suspended from office. The board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the director or officer shall be reinstated for any remainder of his or her term of office. A member who has such criminal charges pending may not be appointed or elected to a position as a director or officer. A person who has been convicted of any felony in this state or in any United States District Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board.</p> <p>719.106(1)(m) Director or officer delinquencies.—A director or officer more than 90</p>	<p>association that he or she has read the association's governing documents; that he or she will work to uphold such documents to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. In lieu of this written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum required by law within 1 year before or 90 days after the date of election or appointment. <u>A director who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this requirement. The board may temporarily fill the vacancy during the period of suspension.</u> Source: 719.106(d)1.b.</p> <p>(D) A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property is suspended from office and the board shall fill the vacancy according to law. Source: 719.106(1)(A)2.</p> <p>(E) A director or officer who has been convicted of any felony in this state or in any United States District Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state is no longer eligible for board membership and is suspended from office. The board shall fill the vacancy according to law. Source: 719.106(1)(A)2.</p> <p>9/23/2020: Approved by team, with wording as above. Team also discussed age and voted to require all board member candidates to be 55 years of age or older.</p> <p>10/30/2020: Changed requirement of an "owner of a membership certificate" back to the original wording, after legal consult of 10/28/2020.</p>
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	<p>days delinquent in the payment of any monetary obligation due the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.</p> <p>719.106(1) (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.</p> <p>719.106(d)1.b. Within 90 days after being elected or appointed to the board, each new director shall certify in writing to the secretary of the association that he or she has read the association's bylaws, articles of incorporation, proprietary lease, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. Within 90 days after being elected or appointed to the board, in lieu of this written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider as approved by the division pursuant to the requirements established in chapter 718 within 1 year before or 90 days after the date of election or appointment. The educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption. A director who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this sub-subparagraph. The board may temporarily fill the vacancy during the period of suspension.</p>	
<p>6.3 Annual Elections. On the day of each annual</p>	<p>719.106(1) (d) Shareholder meetings.—There shall be an annual meeting of the shareholders.</p>	<p>Approved by team with no change.</p>

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election the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided by law.	All members of the board of administration shall be elected at the annual meeting unless the bylaws provide for staggered election terms or for their election at another meeting.	
(A) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver to each unit owner entitled to vote, a first notice of the date of the election. Any equity member or resident member/primary occupant desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election. A person who is delinquent in the payment of any fee or assessment on the day that he or she could last nominate himself or herself or be nominated for the Board is not eligible to be a candidate for the Board and his or her name shall not be listed on the ballot. Candidates may also be nominated by any other method permitted by law.	719 word for worda. At least 60 days before a scheduled election, the association shall mail, deliver, or transmit, whether by separate association mailing, delivery, or electronic transmission or included in another association mailing, delivery, or electronic transmission, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in this section, the association shall mail, deliver, or electronically transmit a second notice of election to all unit owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, to be included with the Page 21 of 90 mailing, delivery, or electronic transmission of the ballot, with the costs of mailing, delivery, or transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets provided by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this subparagraph, including rules establishing procedures for giving notice	Approved by team with no change.

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	<p>by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There is no quorum requirement. However, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not permit any other person to vote his or her ballot, and any such ballots improperly cast are invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the association in accordance with s. 719.303. The regular election must occur on the date of the annual meeting. This subparagraph does not apply to timeshare cooperatives. Notwithstanding this subparagraph, an election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the board. Any challenge to the election process must be commenced within 60 days after the election results are announced.</p>	
<p><u>(B) Second Notice; Candidate Information Sheets.</u> If there are more candidates than there are Directors to be elected, at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of annual meeting</p>	<p>No changes</p>	<p>No changes recommended. Approved by team with no change.</p>

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<p>required by Section 4.4 above. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8½ inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.</p>		
<p>(C) <u>Balloting.</u> Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot or any other method required or permitted by law.</p>	<p>FS719.106 2b.Quorum (b) <i>Quorum; voting requirements; proxies.—</i> 1. Unless otherwise provided in the bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of voting interests, and decisions shall be made by owners of a majority of the voting interests. Unless otherwise provided in this chapter, or in the articles of incorporation, bylaws, or other cooperative documents, and except as provided in subparagraph (d)1., decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present.</p> <p>Harbor Lights Coop 3.5 Quorum. A quorum at Shareholder meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast at least a majority of the votes of all Shareholders. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Shareholders, except where approval by a greater number of Shareholders is</p>	<p>Suggest 51% eligible voters cast ballots</p> <p><u>Final recommendation of team:</u> No change.</p> <p>Approved by team with no change.</p>

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	required by the Master Form Proprietary Lease, the Articles of Incorporation, these Bylaws or by law. Unsold Shareholder Certificates shall be counted in determining a quorum if cast by the Secretary of the Board of Directors of Harbor Lights via a proxy.	
<p>6.4 Vacancies on the Board. If the office of any Director becomes vacant between annual elections for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:</p> <p>(A) If a vacancy is caused by the expiration of a seat's term with no one running for the seat, death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall<u>may</u> appoint a successor, who shall hold office for the remaining unexpired term, unless otherwise provided by law. <u>The board of directors must, at a minimum, appoint successors to the board of administration sufficient to constitute a quorum. A member desiring to apply for a vacant seat shall give written notice to the Board of Directors at least 3 days before the meeting held to fill the seat.</u></p>	<p>719.1124 Failure to fill vacancies on board of administration sufficient to constitute a quorum; appointment of receiver upon petition of unit owner.—</p> <p>(1) If an association fails to fill vacancies on the board of administration sufficient to constitute a quorum in accordance with the bylaws, any unit owner may give notice of his or her intent to apply to the circuit court within whose jurisdiction the cooperative lies for the appointment of a receiver to manage the affairs of the association. The form of the notice shall be as follows:</p> <p style="text-align: center;">NOTICE OF INTENT TO APPLY FOR RECEIVERSHIP</p> <p>YOU ARE HEREBY NOTIFIED that the undersigned owner of a unit in <u>(name of cooperative)</u> intends to file a petition in the circuit court for appointment of a receiver to manage the affairs of the association on the grounds that the association has failed to fill vacancies on the board of administration sufficient to constitute a quorum.</p>	<p>These words indicate that if the board does not fill vacancies sufficient to form a quorum, a member may apply to the courts for 'receivership'. While I'm not sure exactly what that means, it sounds like RB should avoid the 'lack of a quorum' situation.</p> <p>Team discussed the need for any member so "appointed" to have the right to decline the appointment. The membership and the board should work in tandem to achieve a balanced result. Revisit at our next meeting.</p> <p>Chapter 719(1)(d) 6. does not require that vacant seats be filled, as follows: "Unless otherwise provided in the bylaws, a vacancy occurring on the board before the expiration of a term <u>may</u> be filled by the affirmative vote of the majority of the remaining directors..."</p> <p>I agree that the board should fill vacated seats, but what if there are no qualified candidates willing to serve?</p> <p><u>Recommendations:</u> Team decided to use the word "may" per 719 instead of "shall", so the board could wait until the election if it was close enough. In addition, this is an important decision which can only be undone with a recall, and the board shouldn't feel pressured to appoint someone just for a warm body. The only time the directors <u>must</u> appoint someone should be to avoid the lack of a quorum and the possibility of receivership. Recommend adding an additional line requiring the board to appoint successors sufficient to constitute a quorum.</p> <p>Approved by team, with Recommendations as above. Relevant Sources: 719.106(1)(d)6 and 719.1124.</p>

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	<p>This petition will not be filed if the vacancies are filled within 30 days after the date on which this notice was sent or posted, whichever is later. If a receiver is appointed, the receiver shall have all of the powers of the board and shall be entitled to receive a salary and reimbursement of all costs and attorney's fees payable from association funds.</p> <p><u>(name and address of petitioning unit owner)</u></p> <p>(2) The notice required by subsection (1) must be provided by the unit owner to the association by certified mail or personal delivery, must be posted in a conspicuous place on the cooperative property, and must be provided to every unit owner of the association by certified mail or personal delivery. The notice must be posted and mailed or delivered at least 30 days prior to the filing of a petition seeking receivership. Notice by mail to a unit owner shall be sent to the address used by the county property appraiser for notice to the unit owner.</p> <p>(3) If the association fails to fill the vacancies within 30 days after the notice required by subsection (1) is posted and mailed or delivered, the unit owner may proceed with the petition.</p> <p>(4) If a receiver is appointed, all unit owners shall be given written notice of such appointment as provided in s. 719.127.</p>	<p>I would like to add : "A member desiring to apply for a vacant board seat shall give written notice at least 10?? days before the meeting held to fill the seat." I am open to making it a shorter timeframe.</p> <p>9/23/2020: To allow for the required 48 hours notice of the meeting, the Team approved the requirement of a written 3 days notice by the member desiring to apply for a vacant seat.</p>
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(5) The association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of administration and shall serve until the association fills vacancies on the board sufficient to constitute a quorum and the court relieves the receiver of the appointment.

History.—s. 6, ch. 2008-202.

719.1064 Failure to fill vacancies on board of administration; appointment of receiver upon petition of unit owner.—If an association fails to fill vacancies on the board of administration sufficient to constitute a quorum in accordance with the bylaws, any unit owner may apply to the circuit court within whose jurisdiction the cooperative lies for the appointment of a receiver to manage the affairs of the association. At least 30 days prior to applying to the circuit court, the unit owner shall mail to the association and post in a conspicuous place on the cooperative property a notice describing the intended action, giving the association the opportunity to fill the vacancies. If during such time the association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall

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	<p>have all powers and duties of a duly constituted board of administration and shall serve until the association fills vacancies on the board sufficient to constitute a quorum.</p> <p>719.106(1)(d)6. Unless otherwise provided in the bylaws, a vacancy occurring on the board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of subparagraph 1. unless the association has opted out of the statutory election process, in which case the bylaws of the association control. Unless otherwise provided in the bylaws, a board member appointed or elected under this subparagraph shall fill the vacancy for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by paragraph (f) and rules adopted by the division.</p>	
<p>(B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a</p>	<p>(f) <i>Recall of board members.</i>—Subject to s. 719.301, any member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting</p>	<p>The boilerplate does not seem to cover the actual process of recalling a board member. 719 states that a recall can occur with a simple majority of the 'voting interests'. Given our recent conflicts and confusions, it seems too easy for a group of disgruntled members to initiate a recall. Just my opinion.</p> <p>This is confirmed in the Bylaws of Tropicana, a coop. The words</p>

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<p>quorum. <u>The board of directors must, at a minimum, appoint successors to the board of administration sufficient to constitute a quorum.</u> If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled as provided by law.</p>	<p>of the voting interests to recall any member of the board of administration may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.</p> <p>1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided in this paragraph. The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or shall proceed as set forth in subparagraph 3.</p> <p>2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board of administration shall duly notice and hold a meeting of</p>	<p>and intent are similar, and again require only a majority of voters.</p> <p>Will add the F.A.C., which contain recall procedures to the Research Library, and put together a table that gives an overview of each document in our library and send it to all along with the Florida Administrative Code for Cooperatives.</p> <p><u>Final Recommendations:</u> Team decided to use wording similar to that used in previous section (regarding appointing successors sufficient to constitute a quorum.).</p> <p>Approved by team with Final Recommendations. Relevant Sources: 719.106(1)(d)6 and 719.1124.</p>
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	the board within 5 full business days after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall members of the board, in which case such members shall be recalled effective immediately and shall turn over to the board, within 5 full business days, any and all records and property of the association in their possession, or proceed as described in subparagraph 3.	
<p>6.5 Removal of Directors. As provided in the Cooperative Act, any or all Directors may be removed with or without cause by at least a majority of the voting interests, either by a written petition or at any meeting called for that purpose, <u>per law, and as further delineated in the Florida Administrative Code for Cooperatives.</u> If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by at least ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from</p>	<p>719.106 f 1,2,3 same as our's</p> <p>61B – 75-007 notice for recall and how to notify members of mtg and how to do minutes...very lengthy</p> <p>Del Ray Amendments to Bi'laws, page 6</p> <p>4.5 <u>Removal of Directors.</u> Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed</p>	<p>There are mentions to which the newly elected board member must read all By-Laws within a limited time. And cannot have any delinquencies (719.1124 (m)).</p> <p>Team decided to add a clause referring to the Florida Administrative Code. Approved by team 6/24/2020, Relevant Source: F.A.C. 61B-75.006 through 75.008.</p>

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the date that notice of the meeting is given.	from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.	
6.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held immediately upon the adjournment of the annual meeting at the same location, unless a quorum cannot be obtained, in which case the organizational meeting shall be held as soon as practicable thereafter. <u>The purpose of the Organizational Meeting shall be to elect the officers who will serve until the next Organizational Meeting.</u>	Harbour lights Article 3.1 Annual Shareholder Meetings. The annual meeting of the Shareholders shall occur at Harbor Lights' Clubhouse and shall be held on the third Wednesday in January of each year. The Board of Directors may change the date, time and location of the annual Shareholder meeting from time to time as it determines to be in the interests of Harbor Lights. The purposes of the annual meeting shall be to elect directors and to transact any other business authorized to be transacted by the Shareholders. Windmill coop has annual mtg in March. Giving 30 days notice. Otherwise, others are pretty similar	Team recommendations: Add a phrase describing the purpose of the Organizational meeting as follows: "The purpose of the Organizational Meeting shall be to elect the officers who will serve until the next Organizational Meeting." Approved by team 6/24/2020. No relevant source given.

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<p>6.7 Other Meetings. <u>Physical</u> Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. <u>In addition to the physical meeting, arrangements shall be made to provide a virtual method whereby all members can attend.</u></p> <p><u>Meetings held solely by teleconference or other virtual method may be held at such time or place as determined by the President or the Board of Directors, and arrangements shall be made to simultaneously allow all directors and unit owners to hear the proceedings and speak on all agenda items as required per law.</u></p> <p>Notice of each meeting shall be given to each Director, personally or by mail, telephone, e-mail or telegram at least two (2) days prior to the day named for such meeting.</p>	<p>Harbour Lights Art 3.2 Special Shareholder Meetings. Special meetings of the Shareholders shall be held whenever called by the President, Vice President or by a majority of the entire Board of Directors, and must be called by the President or Vice President upon receipt of a request in writing by Shareholders entitled to cast not less than ten percent (10%) of the votes of all Shareholders. A meeting requested by the Shareholders or by the Board of Directors shall be called for a date not less than fourteen (14) days nor more than sixty (60) days after the request is received by the Secretary of the Board of Directors of Harbor Lights. The notice of a special Shareholder meeting shall state a valid purpose or purposes for the meeting and the business conducted therein shall be limited to those matters.</p> <p>“Other meetings” were listed as annual, Board, Recall, Owner, Budget and Committee mtgs.</p> <p>Otherwise, pretty similar</p>	<p>The sticking point was the location of the meeting as stated, in Collier County, Florida, if by teleconference. Team discussed adding a phrase such as “Meetings held entirely by telephone conference or other virtual method may be held at any time or place.” To be addressed in future meeting.</p> <p>Suggest adding the word “Physical” before the first word. Also suggest “Meetings held solely by teleconference or other virtual method may be held at such time or place as determined by the President or the board of directors, and arrangements shall be made to simultaneously allow all directors and unit owners to hear the proceedings and speak on all agenda items as required per law.”</p> <p>I agree with Susan's comments. I suggest we discuss better process and technology with the board. Most have screen sharing capabilities, which can be augmented by written status and synopses of the subject to be discussed, given to the members (via email?) in advance. This will significantly shorten our meetings, and provide more clarity to the members ...also recommend computer in Betty's.</p> <p>9/16/2020: Team approved additional wording as recommended above, and added an additional requirement to include teleconference or virtual method even if physical meetings are held. No Relevant Source is cited, but this is to ensure inclusiveness of all our members.</p>
<p>6.8 Notice to Owners. All meetings of the Board of Directors shall be open to attendance and participation by the members. A notice and</p>	<p>719.106.(1)(c) Board of administration meetings.— Members of the board of administration may use e-mail as a means of communication but may not cast a vote on an association matter via e-mail. Meetings of the</p>	<p>The posted agenda must include items with enough descriptive detail to allow homeowners to exercise their “right to speak at such meetings with reference to all designated agenda items” per 719.106(1)(c), Florida Statutes; therefore I am submitting the</p>

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<p>agenda for each Board meeting shall be posted conspicuously on the cooperative property or association property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. <u>The posted agenda must include items with enough descriptive detail to allow homeowners to exercise their right to speak at such meetings with reference to all designated agenda items. Non-descriptive agenda items, such as “Unfinished Business,” “New Business,” “Other” or “To Be Determined,” do not have adequate descriptive detail for the purposes of this section.</u></p> <p>Notice of any Board meeting at which a non- emergency special assessment or a rule restricting the use of units is to be considered for any reason shall be mailed or delivered to each owner, or provided by electronic transmission to the unit owners who so consent at least fourteen (14) days before the meeting, and an affidavit of mailing or delivery shall be retained as proof of mailing or delivery. Notice of any Board meeting at which a budget will be adopted or amended shall be given as stated in Section 8.2 below.</p>	<p>board of administration at which a quorum of the members is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the board of administration. <u>The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items.</u> The division shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt reasonable written rules governing the frequency, duration, and manner of unit owner statements. Adequate notice of all meetings shall be posted in a conspicuous place upon the cooperative property at least 48 continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board.</p>	<p>following wording to the team for consideration:</p> <p>“The posted agenda must include items with enough descriptive detail to allow homeowners to exercise their right to speak at such meetings with reference to all designated agenda items. Non-descriptive agenda items, such as “Unfinished Business,” “New Business,” “Other” or “To Be Determined,” do not have adequate descriptive detail for the purposes of this section.”</p> <p>This won’t allow the board to post a vague section of the agenda entitled simply “New Business,” which doesn’t tell the member anything about what business will be discussed.</p> <p>Team recommended adding the word “written” in front of “rules” plus adding the following sentence: “These written rules, if any, shall be available for review by all members at any time.”</p> <p>Approved with above changes 6/24/2020. No relevant sources cited.</p>
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<p>The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable written rules of the Association governing the manner, duration and frequency of doing so. <u>These written rules, if any, shall be available for review by all members at any time.</u></p>		
<p>6.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.</p>		<p>Approved with no changes 6/24/2020.</p>
<p>6.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can <u>simultaneously</u> hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.</p>	<p>the Florida Legislature has provided a means by which condominium association board and committee meetings may be held by telephone conference. Section 718.112(b)(2)5, F.S. (2012) provides that 'If any of the board or committee members meet by telephone conference, those board or committee members may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those members may be heard by the board or committee members attending in person as well as by any unit owners present at a meeting.' This section contemplates that at least one board or committee member will</p>	<p>Suggest adding the word "simultaneously" to clarify how all persons hear and speak to all other persons, per Ch. 617. Simply calling one director at a time to get votes does not constitute a quorum as defined by Florida law.</p> <p>Approved with suggested change on 6/24/2020. Relevant source: 617.0820 F.S.</p>

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	<p>be appearing at the meeting in person, and that the others may appear via speakerphone so that anyone attending the meeting in person can hear what is being discussed.</p> <p>617.0820 Meetings.— (4) Unless the articles of incorporation or the bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.</p>	
<p>6.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the cooperative documents or by applicable statutes.</p> <p><u>No action shall be taken at a meeting of the board of directors on any unfinished or new business item which is not specifically included on the agenda with enough descriptive detail to allow homeowners to speak with</u></p>	<p>617.0824 Quorum and voting.— (1) Unless the articles of incorporation or the bylaws require a different number, a quorum of a board of directors consists of a majority of the number of directors prescribed by the articles of incorporation or the bylaws. Directors younger than 18 years of age may not be counted toward a quorum. (2) The articles of incorporation may authorize a quorum of a board of directors to consist of less than a majority but no fewer than one-third of the prescribed number of directors determined under the articles of incorporation or the bylaws. (3) If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the board of directors <u>unless the articles of incorporation or the bylaws require the vote of a greater number of directors.</u></p> <p><u>719.106.(1)(c) Board of administration meetings.—</u> <u>Members of the board of administration may use e-mail</u></p>	<p>To prevent the board from posting a vague section of the agenda entitled simply "Unfinished Business" or "New Business," which doesn't tell the homeowner anything about what will be discussed, I am proposing the following wording be added (This goes along as a follow-up to Section 6.8):</p> <p>"Action taken at a meeting of the board of directors on any unfinished or new business item which is not specifically included on the agenda with enough descriptive detail to allow homeowners to speak with reference to such item is an act of the board of directors if taken by at least a majority plus one of the members of the board and such action is noticed and ratified at the next regular meeting of the board. Such action, if not ratified at the next regular meeting, has the same effect as if the original action had not been taken." See 617.0824(3).</p> <p>This protects our shareholders' rights and also protects our board members from being rushed into taking a vote on something not specifically on the agenda for which they may not have had time to perform due diligence, and this same</p>

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<p><u>reference to such item, and when it is, shall not be valid. Non-descriptive agenda items, such as “Unfinished Business,” “New Business,” “Other” or “To Be Determined,” do not have adequate descriptive detail for the purposes of this section.</u></p> <p>Directors may not vote or participate by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.</p>	<p>as a means of communication but may not cast a vote on an association matter via e-mail. Meetings of the board of administration at which a quorum of the members is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the board of administration. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The division shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt reasonable written rules governing the frequency, duration, and manner of unit owner statements. Adequate notice of all meetings shall be posted in a conspicuous place upon the cooperative property at least 48 continuous hours preceding the meeting, except in an emergency. <u>Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board.</u></p>	<p>requirement is also found in 719.106(1)(c), regarding actions on items not included on the agenda which are treated as emergency actions.)</p> <p>Approved with suggested change on 6/24/2020. Relevant source: 617.0824 F.S.</p> <p>On final review-Would like the team to reconsider the suggested change, and require 100% of the board to approve action on any item not on the agenda. A majority plus one, plus a ratification meeting is required for emergencies, but a non-emergency should require more effort to approve, especially when lack of information puts the homeowners at a disadvantage. Suggest the following wording:</p> <p>“Except in an emergency, an action taken at a meeting of the board of directors on any unfinished or new business item which is not specifically included on the agenda with enough descriptive detail to allow homeowners to speak with reference to such item is an act of the board of directors if taken by 100% of the members of the board present at the meeting. Non-descriptive agenda items, such as “Unfinished Business,” “New Business,” “Other” or “To Be Determined,” do not have adequate descriptive detail for the purposes of this section.”</p> <p>Agree with Susan. Again ;)></p> <p>9/23/2020: Team approved wording as written above. Relevant Source: 719.106.(1)(c)</p> <p>11/11/20: Committee changed the requirement for action on unnoticed agenda items from 100% of the board vote to prohibiting any action on such agenda items, and if taken, is not valid.</p>
<p>6.12 Adjourned Meetings. The majority of the Directors</p>	<p>719.106(1)(b)3. <u>Any proxy given shall be effective only for the specific meeting for which originally</u></p>	<p>The purpose of a notice is to allow members to speak on any agenda item. Therefore, suggest</p>

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<p>present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.</p>	<p><u>given and any lawfully adjourned meetings thereof.</u> In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.</p> <p>617.0820 Meetings.— (1) The board of directors may hold regular or special meetings in or out of this state. (2) A majority of the directors present, whether or not a quorum exists, <u>may adjourn any meeting of the board of directors to another time and place. Unless the bylaws otherwise provide, notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.</u></p>	<p>supporting the rights of the homeowners by adding wording such as the following:</p> <p>"Notice of the reconvened meeting shall be posted conspicuously on the cooperative property or association property for at least forty-eight (48) continuous hours in advance."</p> <p>Approved with no changes on 6/24/2020. Relevant source: 617.0820 F.S.</p>
<p>6.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present. <u>In the case of a tie, the presiding officer shall be determined by lottery.</u></p>	<p>Windmill Village SECTION 3E: BOARD OF ADMINISTRATION: E. The presiding officer at Board meetings shall be the President of the Corporation. In his/her absence the Vice President shall preside. If both are absent the Board members present shall designate one of the present Board members to preside.</p>	<p>There are no references to presiding officer in 617 or 719 that I can locate. The boilerplate description seems adequate. Perhaps there is more description in the bylaws or other documentation? Ken: Windmill Village does not require a majority of board members to select a presiding officer at board meetings. The boilerplate description is fine, except for the rare occasion that there is an even number of attending board members (possibility of a tie). I feel a bit silly even bringing this up.</p> <p>Meeting needed to end. To be addressed at a future meeting.</p> <p>Maybe if there is a tie, the directors could draw lots? i.e. "...or in the case of a tie, the presiding officer shall be determined by lottery." 9/23/2020: Team approved determination by lottery if a tie.</p>

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<p>6.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.</p>	<p>719.106 Bylaws; cooperative ownership.— (1) MANDATORY PROVISIONS.—The bylaws or other cooperative documents shall provide for the following, and if they do not, they shall be deemed to include the following: (a) <i>Administration.—</i> 1. The form of administration of the association shall be described, indicating the titles of the officers and board of administration and specifying the powers, duties, manner of selection and removal, and compensation, if any, of officers and board members. In the absence of such a provision, the board of administration shall be composed of five members, unless the cooperative has five or fewer units. The board shall consist of not fewer than three members in cooperatives with five or fewer units that are not-for-profit corporations. In a residential cooperative association of more than 10 units, co-owners of a unit may not serve as members of the board of directors at the same time unless the co-owners own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. In the absence of provisions to the contrary, the board of administration shall have a president, a secretary, and a treasurer, who shall perform the duties of those offices customarily performed by officers of corporations. Unless prohibited in the bylaws, the board of administration may appoint other officers and grant them those duties it deems appropriate. Unless otherwise provided in the bylaws, the officers shall serve without compensation and at the pleasure of the board.</p>	<p>Corporate law allows for compensation of Directors. Reference 617.08101.</p> <p>719 states that a description of the ‘form of administration’ be clear in the bylaws of the association, or by default include what is described on column to the left. I have not as yet checked the bylaws.</p> <p>719 makes it clear that the association may choose to compensate the Board or officers. This is an observation, NOT a suggestion.</p> <p>719 indicates that co-owners cannot serve on the board at the same time. I assume that since each lease has only one member, this this cannot represent an issue for us.</p> <p>Windmill Village is pretty specific, and states: Windmill Village: (5.7) No compensation shall be paid to any officer of the Corporation without approval of seventy five percent (75%) of the issued voting shares of the Corporation by vote taken at a duly constituted meeting of the shareholders. I’ve bolded the words describing the possibility of deciding to compensate, for completeness only. Again, NOT a recommendation.</p> <p>6/24/2020: Meeting needed to end. To be addressed at a future meeting.</p> <p>9/23/2020: Approved with no changes recommended.</p>
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	<p>Unless otherwise provided in the bylaws, the members of the board shall serve without compensation.</p> <p>Windmill Village: (5.7) No compensation shall be paid to any officer of the Corporation without approval of seventy five percent (75%) of the issued voting shares of the Corporation by vote taken at a duly constituted meeting of the shareholders.</p>	
<p><u>6.15 Resignation of Directors and Officers.</u> <u>A director or officer may resign at any time by sending a written notice to the Secretary or the President, with copies to each member of the board, or by resigning verbally at an open meeting where the resignation is captured in the Minutes. The written resignation must include the effective date of the resignation. The resignation is effective when received or on the effective date stated in the resignation, whichever is later. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors.</u></p> <p><u>The duties of an officer must not be abandoned until a resignation has been accepted and becomes effective, or at least there has been a</u></p>	<p>From Current Bylaws 4.1 (f) Any Director may resign at any time by sending written notice of such resignation to the office of the corporation. Any Director shall become disqualified to hold office upon the transfer of his membership certificate or termination of the certificate designating the Director as being the designated voter for a membership certificate.</p>	<p>This section was added pursuant to the team's discussion on 9/16/20. Suggest the following wording: A director or officer may resign at any time by sending a written notice via certified mail to the Secretary or the President and an email to each member of the board, or by resigning verbally at an open meeting where the resignation is captured in the Minutes. The written resignation must include the effective date of the resignation. The written resignation is effective at the time the certified mail is received unless the resignation is accepted at an open meeting prior to receipt. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors. The duties of an officer must not be abandoned until a resignation has been accepted and becomes effective, or at least there has been a reasonable opportunity for it to be accepted. (From Roberts Rules of Order)</p> <p>9/23/2020: Team decided to discard reference to certified mail, as most modern communication is accomplished by electronic means. The resignation would be effective when received or on the effective date stated in the resignation, whichever is later.</p>

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<p><u>reasonable opportunity for it to be accepted.</u></p>		
<p>6.15 <u>16 Committees.</u> The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Cooperative.</p> <p><u>(A) Membership.</u> <u>Committees must be sanctioned and approved by a majority of the board of directors at a duly noticed meeting open to all members. The President of the board of directors shall be an ex-officio member of all committees and may appoint another director to serve in that capacity. Board members shall be responsible to actively invite or recruit committee members to serve.</u></p> <p><u>(B) Powers and Duties.</u> Any such committee shall have the powers, and duties <u>and objectives</u> assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to bind the Association or act for and in the place of the Board, including the power to authorize the expenditure of funds, the committee shall hold its meetings</p>	<p>617.0825 Committees.—</p> <p>(1) Unless the articles of incorporation or the bylaws otherwise provide, the board of directors, by resolution adopted by a majority of the full board of directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the articles of incorporation or the bylaws of the corporation, shall have and may exercise all the authority of the board of directors, except that no such committee shall have the authority to:</p> <p>(a) Approve or recommend to members actions or proposals required by this act to be approved by members.</p> <p>(b) Fill vacancies on the board of directors or any committee thereof.</p> <p>(c) Adopt, amend, or repeal the bylaws.</p> <p>(2) Unless the articles of incorporation or the bylaws provide otherwise, ss. 617.0820, 617.0822, 617.0823, and 617.0824, which govern meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors, apply to committees and their members as well.</p> <p>(3) Each committee must have two or more members who serve at the pleasure of the board of directors. The board, by resolution adopted in accordance with subsection (1), may designate one or more directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.</p>	<p>Note that 617.0825 specifically calls out things that corporate committees cannot do. The boiler plate does not make these distinctions.</p> <p>From the boilerplate: When chartering committees, we'll need to be clear about committee authority, to avoid the need for all the formality of the Board, unless documentation is critical to the community. A question. Has our legal team been officially chartered by the Board?</p> <p>719.103 (6) defines committee as: "Committee" means a group of board members, unit owners, or board members and unit owners appointed by the board or a member of the board to make recommendations to the board regarding the association budget or take action on behalf of the board.</p> <p>I'm not sure we need to formalize the definition, but there is one if we so choose.</p> <p>Windmill Village is quite specific about committees, and specifies several standing ones. I've bolded any applicable words in the column to the left.</p> <p>Meeting needed to end. To be addressed at a future meeting.</p> <p>Suggest adding the following: "A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting shall be the act of the committee." (per Harbor Lights Bylaws)</p> <p>In order to ensure good communication between our members, our committees and the board, I would suggest: "Committees must be sanctioned and approved by a majority of the board of directors at a duly noticed meeting open to all members. The President of the board of directors shall be an ex-officio member</p>

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<p>and give notice of such meetings with the same formalities as required for Board meetings.</p> <p><u>A committee may act only when a quorum (a simple majority) is present. The act of a majority of the committee members present at a committee meeting shall be the act of the committee.</u></p> <p><u>(C) Term of Service. All committees and appointments shall be automatically dissolved at the conclusion of each annual election or at the conclusion of the committee's work, whichever is earlier.</u></p>	<p>(4) Neither the designation of any such committee, the delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the board of directors not a member of the committee in question with his or her responsibility to act in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.</p> <p>Windmill Village.</p> <p>(7.2) Notices of all standing Committee meetings shall be posted not less than 48 hours before said meetings showing time, date, and place with the exception of an emergency meeting.</p> <p>(7.3) Three (3) special Committees shall be the Audit, Search, and Elections & Ballot Committees. The chairpersons of these Committees shall be appointed by the President from among the Shareholders and the chairpersons of these Committees cannot be members of the Board. Each Committee Chairperson shall appoint, with approval of the President, two or more other Shareholders as members of their respective Committees.</p> <p>7.4) Other special Committees may be established or dissolved by the President as needed. Chairpersons of such Committees shall be Shareholders but need not be members of the Board. With approval of the President, they shall appoint two or more other Shareholders as members to their respective Committees.</p> <p>Also From Windmill Village Coop:</p>	<p>of all committees and may appoint another director to serve in that capacity."</p> <p>In order to avoid having committees and appointees that continue on and on forever, and to give each new board the chance to appoint new committees and people, I suggest: "All committees and appointments shall be automatically dissolved at the conclusion of each annual election." (per Windmill Village Coop)</p> <p>Agree with all of Susan's suggestions. I might add, after 'each annual election' the words, 'or at the conclusion of the committee's work, whichever is earlier.'</p> <p>Good catch Ken!</p> <p>9/23/2020: Team discussed the concept of committees, and felt that committees are important in creating a more cooperative community. Team approved wording as above. In addition, the Team approved requiring objectives to be assigned to each committee, in order to provide an endpoint at which the committee's work is finished. Team also requested adding verbiage that board members shall actively invite or recruit committee members to serve.</p>
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SECTION 6: BOARD OF DIRECTORS

	<p>(7.12) All Committees <i>and appointees</i> shall be automatically dissolved at the conclusion of each annual election.</p> <p>From Harbor Lights Coop: ARTICLE 6. COMMITTEES</p> <p>6.3 Quorum. A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting shall be the act of the committee.</p>	
<p>6.17 Counsel.</p> <p><u>An attorney at law, licensed to practice in the State of Florida, who shall not be a Shareholder or related in any way to a board member, may be retained by the Board to advise on all legal matters and render such services as may be requested by the Board.</u></p> <p><u>A. When an attorney is consulted on Corporation matters, all Board members shall be invited to attend.</u></p> <p><u>B. A board member who consults or contracts with an attorney without Board of Administration approval shall be personally responsible for all attorney's fees and any court costs involved.</u></p>	<p>From Windmill Village:</p> <p>SECTION 6. COUNSEL</p> <p>(6.1) An attorney at law, licensed to practice in the State of Florida, who shall not be a Shareholder, may be retained by the Board to advise on all legal matters and render such services as may be requested by the Board.</p> <p>A. When an attorney is consulted on Corporation matters, all Board members shall be invited to attend. A Federation of Manufactured Home Owners of Florida, Inc. recommended attorney should be used for matters where their expertise in the governance of resident owned communities would be beneficial.</p> <p>B. Any Board member, who consults an attorney without Board of Administration approval, shall be personally responsible for all fees and expenses of the attorney.</p>	<p>Suggest the ADDITION of a new section for "Counsel" with wording similar to Windmill Village Coop, as follows:</p> <p>"An attorney at law, licensed to practice in the State of Florida, who shall not be a Shareholder or related in any way to a board member, may be retained by the Board to advise on all legal matters and render such services as may be requested by the Board.</p> <p>A. When an attorney is consulted on Corporation matters, all Board members shall be invited to attend.</p> <p>B. A board member who consults or contracts with an attorney without Board of Administration approval shall be personally responsible for all attorneys' fees and any court costs involved."</p> <p>9/23/20: Addition of new section approved by team.</p>

SECTION 7: OFFICERS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
7. <u>OFFICERS</u>		
<p>7.1 <u>Officers and Elections.</u></p> <p>The executive officers of the Association shall be a President, and a Vice President or Vice Presidents, who must be Directors, a Treasurer and a Secretary who usually are, but do not have to be Directors, all of whom shall be elected annually by a majority of the Board of Directors. <u>The Officers of the Association, who shall be members of the Board shall be President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by a majority vote of the whole Board along with such other officers and assistant officers as the Board may, from time to time, designate.</u></p> <p>Any officer may be removed with or without cause by vote of a majority of all Directors at any</p>	<p>Windmill Village Coop:</p> <p>SECTION 5 - OFFICERS</p> <p>(5.1) The Officers of the Corporation, who shall be members of the Board shall be President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by a majority vote of the Board along with such other officers as the Board may, from time to time, designate.</p> <p>Harbor Lights Coop: ARTICLE 5. OFFICERS</p> <p>5.1 Designation, Election, Term and Removal. The officers of Harbor Lights shall be a President, Vice President, a Secretary and a Treasurer. The Board of Directors shall elect all officers annually. All officers shall also be a Director.</p>	<p>President, vice president and secretary/ treasure are executive officers and all board members are directors</p> <p>Unanimous opinion of the team was to require all officers to be directors. Recommend replacing the first line of the boilerplate with the text of Windmill Village Coop Bylaws section 5.1, substituting the word "Corporation" with the word "Association" for consistency. Approved by team 7/8/2020, Relevant Sources: Section 5, Windmill Village Coop Bylaws; Harbor Lights Coop Bylaws, Article 5.</p> <p>On final review, suggest inserting after the phrase "along with such other officers" the wording "and assistant officers" to establish a requirement that a majority of the board must vote to approve assistant officers as well as officers.</p> <p>9/3/2020 : Changes approved as above, with addition of the word "whole" in front of "Board."</p>

Research Tool – Section 7

CALL-IN NUMBER: 978-990-5300, ACCESS CODE: 2125936 #

SECTION 7: OFFICERS

meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.		
<p>7.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be <u>an</u> ex-officio a member of all standing committees, shall have general and active management and operation of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.</p>	<p>From RNMHA Current Bylaws: 6.1 President. The President shall be the chief executive officer of the Corporation and Chairman of the Board of Directors. The President shall preside at all meetings of the membership. The President shall have general supervision over the affairs of the Corporation and other officers. The President shall sign all written contracts and perform all of the duties incident to the office and such duties as may be delegated from time to time by the Board.</p>	<p>No changes recommended</p> <p>Approved with no changes 7/8/2020. [Minor grammatical changes made]</p>
<p>7.3 Vice-Presidents. The Directors may elect, in addition to a Vice President, a Second and/or Third Vice President. The Vice-Presidents in the order of their seniority shall,</p>	<p>From RNMHA Current Bylaws: 6.2 Vice President. The Vice President shall perform such duties as may be required by the Board and, in the absence of the President, those duties</p>	<p>No changes recommended</p> <p>Approved with no changes 7/8/2020</p>

SECTION 7: OFFICERS

<p>in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.</p>	<p>incidental to the office of President.</p>	
<p>7.4 <u>Secretary.</u> The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the cooperative documents <u>and the filing and safekeeping of all official Association records. The Secretary shall be responsible to facilitate all prospective member approvals and unit transfers.</u></p>	<p>From RNMHA Current Bylaws: 6.3 Secretary. The Secretary or Assistant Secretary shall issue notices of meetings, shall attend and keep minutes of all meetings and shall have charge of all of the books and records of the Corporation, except those kept by the Treasurer.</p>	<p>No changes recommended</p> <p>Approved with no changes 7/8/2020</p> <p>On final review, suggest adding: "The Secretary shall be responsible to facilitate all prospective member approvals and unit transfers." And add at the end of the 4th line "...and the filing and safekeeping of all official Association records."</p> <p>9/3/2020 : Changes approved as above.</p>

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<p>Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.</p>		
<p>7.5 <u>Treasurer.</u> The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and the financial condition of the Association. <u>The Treasurer will work with Association contractors and committees, if any, to develop the Association's annual operating budget and the reserve schedule, and submit the proposed annual operating budget to the Board of Directors for approval as provided in these bylaws. He/she shall also perform such</u></p>	<p>Poinsettia Coop Bylaws: ARTICLE IV, SECTION 2 THE TREASURER shall: (f) work with Association staff. contractors and committees to develop the Association's annual operating budget and submit the proposed annual operating budget to the Board of Directors for approval as provided in these bylaws;</p> <p>From RNMHA Current Bylaws 6.4 Treasurer. The Treasurer shall have custody of the Corporation's funds and securities. The Treasurer shall keep full and accurate accounts of the Corporation's receipts and disbursements and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall account for the Corporation and the members in accordance with Florida law.</p>	<p>Suggest adding the budgetary duties which are missing from the boilerplate, and adding any additional duties as may be assigned by the board, such as the following:</p> <p style="padding-left: 40px;">“The Treasurer will work with Association contractors and committees, if any, to develop the Association's annual operating budget and the reserve schedule, and submit the proposed annual operating budget to the Board of Directors for approval as provided in these bylaws. He/she shall also perform such other duties as may be assigned to the Treasurer from time to time by the Board of Directors.”</p> <p>Team agreed with above suggestion, but recommended adding assignment of duties by the President. Approved by team 7/8/2020, Relevant Source: ARTICLE IV, SECTION 2(F) Poinsettia Coop Bylaws</p>

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<u>other duties as may be assigned to the Treasurer from time to time by the Board of Directors or the President.</u> Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.		
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SECTION 8: FISCAL MATTERS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<u>8. FISCAL MATTERS.</u>		
8.1 <u>Depository.</u> The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.		No changes suggested Approved with no changes 7/8/2020
8.2 <u>Budget.</u> The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the owner of each unit or provided by electronic transmission to the unit owners who so consent not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income	719.206(j) <i>Annual budget.—</i> “1. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in s. 719.504(20). 2. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement	No changes suggested Approved with no changes 7/8/2020 On final review-The law requires the budget to include reserve accounts for capital expenditures and deferred maintenance, so suggest adding to the second sentence “A copy of the proposed budget, <u>the reserve schedule</u> , and ...” 10/7/20: Team approved changes as above. Relevant Source: 719.206(j)

SECTION 8: FISCAL MATTERS

and expense classifications.	cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item..."	
<p><u>8.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance.</u> In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 8.2 above. Reserves funded</p>	<p>719.106(1)(j) Annual budget.—</p> <p>1. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in s. 719.504(20).</p> <p>2. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000.</p>	<p>Suggest adding the minimum of \$10000 to the items which are required to be included in the reserves. For example, the law requires a painting reserve, but painting of Betty's and the caretaker's would not be more than \$10,000, so recommend the wording be something like:</p> <p>"These accounts shall include, but are not limited to, roof replacement, building painting when expected to be over \$10,000, and pavement resurfacing."</p> <p>Team decided not to accept these suggestions but instead recommended that a small amount for painting be added to the Reserve Schedule to be in compliance with the law.</p> <p>Approved with no changes 7/8/2020. Relevant Source: 719.106(1)(j)</p> <p>On final review-Do we need to specify that any funds properly spent from the reserve accounts need not be approved again by the members? (The members have already voted once for the reserves, which are deferred expenditures). We may want to clarify this, as some members have questioned if the board should have taken a membership vote before replacing the docks. If you feel that clarification is needed, suggest adding 7 words to the last line as follows:</p> <p>"Reserves funded under this paragraph, and all interest earned on such reserves, shall be used only for the purposes for which</p>

SECTION 8: FISCAL MATTERS

<p>under this paragraph, and all interest earned on such reserves, shall be used only for the purposes for which they were reserved, <u>without an additional vote of the members</u>, unless their use for other purposes is approved in advance by a majority of the voting interests present and voting at a members' meeting called for the purpose.</p>		<p>they were reserved, <u>without an additional vote of the members</u>, unless their use for other purposes is approved in advance by a majority of the voting interests present and voting at a members' meeting called for the purpose."</p> <p>10/7/20: Team approved change as above.</p>
<p>8.4 <u>Additional Reserves</u>. In addition to the statutory reserves provided in Section 8.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. . These funds may be spent for any purpose approved by the Board.</p>		<p>These funds may be spent for any purpose approved by the Board.</p> <p>Vs</p> <p>not be used for any purpose which is not appropriate to that account, unless approved by the Shareholders as provided in the Cooperative Act.</p> <p>Approved with no changes 7/8/2020</p>
<p>8.5 <u>Assessments</u>. Regular annual assessments based on the adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and</p>	<p>Harbour lights 7.5 Annual Budget Assessment. The annual Assessment, to fund the annual budget, shall be paid by the Shareholders in equal monthly installments due on the first day of each month of the year for</p>	<p>Monthly vs quarterly ... money would be saved by quarterly...</p> <p>Team discussed possible savings by all owners switching to ACH. For owners who pay by check or bill pay, the preferred frequency would be quarterly. If monthly, we may have to pay a new accountant more per month. Recommended deleting</p>

SECTION 8: FISCAL MATTERS

<p>October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay via ACH in monthly installments unless a different method or schedule is approved by the board of directors. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.</p>	<p>which the budget is adopted. Harbor Lights shall provide the Shareholders notice of the amount of the monthly payments on or before December 20 preceding the budget year. If an annual budget is not adopted or notice of a budget or monthly installments is not provided to the Shareholders, the preceding annual budget or amount of monthly installments shall continue until such budget is adopted or such notice is provided.</p>	<p>wording about quarterly installments and adding wording to require monthly ACH unless a different method or schedule is approved by the board.</p> <p>Approved recommended changes 7/8/2020. No relevant source cited.</p>
<p>8.6 <u>Special Assessments.</u> Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as</p>	<p>Harbour lights cooperative 7.8 Special Assessments. The Board of Directors may levy Special Assessments in an amount not to exceed ten percent (10%) of the current fiscal year's operating budget of Harbor Lights. If the Special Assessments (individually or for the year) exceed that amount, Harbor Lights must first obtain the approval of not less than fifty-one percent (51%) of the Harbor Lights' Voting Interests. Special Assessments shall only be levied by the Board of Directors after at least fourteen (14) days'</p>	<p>This basically defines limits which we should consider . also to consider establishing an escrow account of 1000 per share holder for special assessments.</p> <p>Approved with no changes 7/8/2020</p>

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<p>provided in Section 6.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.</p>	<p>advance written notice is mailed or hand-delivered to the Shareholders at their last known address on the books of Harbor Lights. Special Assessments shall be paid at the times and in the manner that the Board of Directors may require in the notice of the Special Assessment. The specific purpose or purposes of any Special Assessment shall be set forth in the notice and the funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice.</p>	
<p><u>8.7 Association Loaning, Spending and Borrowing. In no case shall the Board, individual Directors or Officers provide, or offer to provide, loans or any other financial assistance by the Association for the purchase of a share or mobile home.</u></p> <p><u>The consent of two-thirds (2/3) of the membership, voting in person or by proxy at a meeting of the membership, shall be obtained prior to spending or borrowing any sum for non-emergency purposes in excess of 15% of the annual budget. No vote of the membership is required for spending or borrowing any sum for emergency purposes. An emergency is defined for the purpose of this section as an imminent threat to life or safety or threat of property damage, or</u></p>	<p>From Poinsettia, Section 18: <i>In no case shall the Board, individual Directors or Officers provide, or offer to provide, financial assistance by the Association for the purchase of a share or mobile home.</i></p> <p>617.0207 Emergency bylaws.— (1) Unless the articles of incorporation provide otherwise, the board of directors of a corporation may adopt bylaws to be effective only in an emergency defined in subsection (5). The emergency bylaws may make all provisions necessary for managing the corporation during an emergency, including: (a) Procedures for calling a meeting of the board of directors; (b) Quorum requirements for the meeting; and (c) Designation of additional or substitute directors. (2) The board of directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession if during such emergency any or all officers or agents of the</p>	<p>On final review-This is an ADDITIONAL section, originally addressed by team in Section 6.</p> <p>Suggest with regard to loans, to include the language from Poinsettia: <u>“In no case shall the Board, individual Directors or Officers provide, or offer to provide, loans or any other financial assistance by the Association for the purchase of a share or mobile home.</u> With regard to borrowing and spending, the team decided on 9/16/20 to limit borrowing and spending for non-emergency purposes to 15% of the annual budget, with no cap on emergency expenditures. “Emergency,” is defined for the purpose of this section as an imminent threat to life or safety or threat of property damage, or when a quorum of the corporation’s directors cannot readily be assembled because of some catastrophic event. The team also voted to move the section regarding borrowing from the Board of Directors section to another section, and I am suggesting that a new section 8.7 under Fiscal Matters would be appropriate.</p> <p>Wording for borrowing and spending: <u>The consent of two-thirds (2/3) of the membership, voting in person or by proxy at a meeting of the membership, shall be obtained prior to spending or borrowing any sum for non-emergency purposes in excess of 15% of the annual budget. No vote of the membership is required for</u></p>

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<p><u>when a quorum of the corporation's directors cannot readily be assembled because of some catastrophic event.</u></p>	<p>corporation are for any reason rendered incapable of discharging their duties.</p> <p>(3) All provisions of the regular bylaws consistent with the emergency bylaws remain effective during the emergency. The emergency bylaws are not effective after the emergency ends.</p> <p>(4) Corporate action taken in good faith in accordance with the emergency bylaws:</p> <p>(a) Binds the corporation; and</p> <p>(b) May not be used to impose liability on a corporate director, officer, employee, or agent.</p> <p>(5) An emergency exists for purposes of this section if a quorum of the corporation's directors cannot readily be assembled because of some catastrophic event.</p>	<p><u>spending or borrowing any sum for emergency purposes. An emergency is defined for the purpose of this section as an imminent threat to life or safety or threat of property damage, or when a quorum of the corporation's directors cannot readily be assembled because of some catastrophic event.</u></p> <p>10/7/20: Team approved of the additional subsection as worded above. Relevant Sources: Chapter 617.0207(5), Approved Policy and Procedure "Maintenance Needs During Off-Season."</p>
<p>8.78 Fidelity Bonds. The President, Secretary and Treasurer, and all persons who are authorized to sign checks, shall be bonded <u>or insured</u> on such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds <u>or insurance</u> shall be a common expense.</p>	<p>Windmill Village Section 16-Fidelity Bonds: A Fidelity bond shall be required by the Board of Administration for all persons handling or responsible for Corporation funds in such an amount as determined by the Board of Administration. The premiums on such Bonds will be paid by the Corporation.</p> <p>719.106(1)(k) Bylaws; cooperative ownership.— (k) Insurance or fidelity bonds.—The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks, and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding and insurance.</p>	<p>There is no description of Fidelity bonds in 617</p> <p>These words are not represented in our boilerplate: The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time.</p> <p>After a discussion, this section was approved with no changes 7/8/2020</p> <p>On final review, suggest adding the words "or insured" and "or insurance" to be in compliance with 719. (We currently carry such <u>insurance</u>, instead of a bond.)</p> <p>10/10/2020: Team approved of additional words as above.</p>
<p>8.89. Financial Reports. In</p>	<p>719.301 Transfer of association control. - (c) The</p>	<p>617 discusses the supply of financial records on written demand</p>

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<p>accordance with Section 719.104(4) of the Cooperative Act, not later than ninety (90) days after the close of each fiscal year, the Board shall distribute to all owners a financial report showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, and an income and expense statement for the year, detailed by accounts.</p>	<p>financial records, including financial statements of the association, and source documents since the incorporation of the association through the date of turnover.</p> <p>617.1605 Financial reports for members.—A corporation, upon a member’s written demand, shall furnish that member its latest annual financial statements, which may be consolidated or combined statements of the corporation and one or more of its subsidiaries or affiliates, as appropriate, and which include a balance sheet as of the end of the fiscal year and a statement of operations for that year. If financial statements are prepared for the corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on such basis.</p>	<p>of a member.</p> <p>Approved with no changes 7/8/2020</p>
<p>8.9 10 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of at least a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.</p>	<p>719.301 Transfer of association control. - (c) The records shall be audited for the period of the incorporation of the association or for the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting standards and shall be audited in accordance with generally accepted auditing standards as prescribed by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amounts of assessments.</p> <p>Windmill Village Section 17 – Audits: An Audit of the accounts of the Corporation may be made from time to time as directed by the Board of Administration and will be conducted annually by a certified CPA. The Community Manager will post when the audit reports</p>	<p>719 appears to be somewhat more comprehensive than our boilerplate and discusses generally accepted accounting practices (GAAP)</p> <p>Approved with no changes 7/8/2020</p>

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	are received. A copy of any audit report received as a result of an audit will be made available to any Shareholder of the Corporation, upon request, not later than thirty (30) days after its receipt by the Board of Administration.	
8.10 1 <u>Fiscal Year.</u> The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.	Windmill Village Section 1 – Identity: (1.2) The Fiscal Year of the Corporation shall end on the thirty-first (31 st) day of March each year, commencing on March 31st, 2014.	No changes required. Approved with no changes 7/8/2020

SECTION 9: ASSESSMENTS AND LIENS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>9. <u>ASSESSMENTS AND LIENS</u>. The Association has the power to levy and collect assessments from members for their share of the common expenses, including both regular assessments for each unit's share of the common expenses as set forth in the annual budget and special assessments for the unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under these Bylaws. Assessments shall be levied and payment enforced as follows:</p>	<p>719(5) <u>ASSESSMENTS</u>.—The association has the power to make and collect assessments and to lease, maintain, repair, and replace the common areas. However, the association may not charge a use fee against the unit owner for the use of common areas unless otherwise provided for in the cooperative documents or by a majority vote of the association or unless the charges relate to expenses incurred by an owner having exclusive use of common areas.</p> <p>Tropicana ARTICLE XV. LIENS</p> <p>Protection of Property. All liens against a unit, other than permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent or as provided in the Cooperative documents or Bylaws, whichever is sooner.</p> <p>Poinsettia Section 2. <u>Assessments</u>. All assessments shall be made monthly in amounts</p>	<p>All seem pretty similar. A little concerned about the wording in our's "may levy charges for ANY amount...."</p> <p>Approved with no changes 7/15/2020</p>

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	sufficient to provide funds in advance for payment of all anticipated current operating expense and for all unpaid operating expense previously incurred and collected monthly and shall specify what portion is to cover debt retirement and what portion is to cover maintenance and other costs.	
<p>9.1 <u>Common Expenses</u>. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Cooperative property and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Cooperative, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense.</p>	<p>Del Ray 1.7 "<u>Common Expenses</u>" means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of owning, administering, maintaining, operating, financing, repairing, and replacing of the Common Areas, other expenses declared by the governing documents to be common expenses, including but not limited to expenses related to current and future Community System Services, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the Lot owners including the operation, maintenance and replacement of the Streets, Easements and Water Management Tracts.</p>	<p>Some entities listed the expenses. Others were vague.....</p> <p>Approved with no changes 7/15/2020</p>
<p>9.2 <u>Share of Common Expenses</u>. Each owner of a membership certificate shall be liable for a one- forty-second first (1/42nd 1st) share of the common expenses.</p>	<p>Current Bylaws: 7.3 Cash Requirements. Each owner of a membership certificate shall be liable for a 1/41th percentage or portion of the common expenses.</p>	<p>Only 1 coop said 1/495th (or whatever the # was) but didn't really find anything on this from most of the list. 1/41!</p> <p>Approved with change to 1/41 on 7/15/2020, Relevant Source: Current Bylaws, Section 7.3</p>
<p>9.3 <u>Ownership</u>. Assessments collected by or on behalf of the</p>	<p>719.105 Cooperative parcels; appurtenances; possession and enjoyment.—</p>	<p>No changes suggested.</p>

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<p>Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No member can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.</p>	<p>(1) Each cooperative parcel has, as appurtenances thereto:</p> <p>(a) Evidence of membership, ownership of shares, or other interest in the association with the full voting rights appertaining thereto. Such evidence must include a legal description of each dwelling unit and must be recorded in the office of the clerk of the circuit court as required by s. 201.02(3).</p> <p>(b) An undivided share in the assets of the association.</p> <p>(c) The exclusive right to use that portion of the common areas as may be provided by the cooperative documents.</p> <p>(d) An undivided share in the common surplus attributable to the unit.</p> <p>(e) Any other appurtenances provided for in the cooperative documents.</p> <p>719.108(9) The specific purposes of any special assessment, including any contingent special assessment levied in conjunction with the purchase of an insurance policy authorized by s. 719.104(3), approved in accordance with the cooperative documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice or returned to the unit owners. However, upon completion of such specific purposes, any excess funds shall be considered common surplus and may, at the discretion of the board, either be returned to</p>	<p>Approved with no changes 7/15/2020</p>
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	the unit owners or applied as a credit toward future assessments.	
<p>9.4 <u>Who is Liable for Assessments.</u> Each member is liable for all assessments or installments thereon coming due while he is a member. Multiple owners are jointly and severally liable. Whenever title to a cooperative parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the transferor may have to recover from the transferee any amounts paid by the transferor.</p>	<p>719.108 Rents and assessments; liability; lien and priority; interest; collection; cooperative ownership.—</p> <p>(1) A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all rents and assessments coming due while the unit owner is in exclusive possession of a unit. In a voluntary transfer, the unit owner in exclusive possession shall be jointly and severally liable with the previous unit owner for all unpaid rents and assessments against the previous unit owner for his or her share of the common expenses up to the time of the transfer, without prejudice to the rights of the unit owner in exclusive possession to recover from the previous unit owner the amounts paid by the unit owner in exclusive possession therefor.</p>	<p>No changes suggested.</p> <p>Approved with no changes 7/15/2020</p>
<p>9.5 <u>No Waiver or Excuse from Payment.</u> The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common areas, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common areas for any reason whatsoever. No member may be excused from payment of his share of the common expenses unless all members are likewise proportionately excused from payment.</p>		<p>No changes</p> <p>Approved with no changes 7/15/2020</p>

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<p>9.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.</p>	<p>Delray...7 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid regular, special or individual assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association as provided in Section 10.10 below</p>	<p>No changes Approved with no changes 7/15/2020</p>
<p>9.7 Acceleration. If any special assessment or installment of a regular</p>	<p>3.8 Acceleration. If any special assessment or installment of a regular assessment as to a Lot becomes more than thirty (30) days past due, and a</p>	<p>This is why the poor get poorer..... leave in but never use Approved with no changes 7/15/2020</p>

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<p>assessment as to a unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.</p>	<p>Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. delay</p>	
<p>9.8 <u>Liens</u>. The Association has a lien on each cooperative parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or</p>	<p>719.108 Rents and assessments; liability; lien and priority; interest; collection; cooperative ownership.— (5) Liens for rents and assessments may be foreclosed by suit brought in the name of the association, in like manner as a foreclosure of a mortgage on real property. In any foreclosure, the unit owner shall pay a</p>	<p>The language in the boilerplate would seem to indicate that the association has a permanent lien on every property (see first sentence), and then is activated as necessary. It is also not very good English, and difficult to understand.</p> <p>The boilerplate also only refers to assessments, not rent, HOA fees, dock fees, etc..</p> <p>Boilerplate also does not clearly state that the property cannot</p>

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<p>after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the cooperative, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.</p>	<p>reasonable rental for the cooperative parcel, if so provided in the cooperative documents, and the plaintiff in the foreclosure is entitled to the appointment of a receiver to collect the rent. The association has the power, unless prohibited by the cooperative documents, to bid on the cooperative parcel at the foreclosure sale and to acquire and hold, lease, mortgage, or convey it. Suit to recover a money judgment for unpaid rents and assessments may be maintained without waiving the lien securing them.</p> <p>Windmill Village: Section 8 (8.5) Defaults for Non-Payment of Assessments and Other Charges:</p> <p>The Corporation will have a lien against the Shareholder's Membership Certificate to the extent of any sums due the Corporation that are not paid when due. The lien will be superior to the rights of the Shareholder or any person in possession under said Shareholder. If the sums are not paid within sixty (60) days after they are due and payable to the Corporation, then, at its option, the Corporation may initiate action to foreclose the lien. The Corporation shall be entitled to recover all its costs and attorney's fees incurred in connection with such foreclosure.</p>	<p>be sold until the lien is satisfied, though this may simply be accepted law.</p> <p>Approved with no changes 7/15/2020</p>
<p>9.9 <u>Priority of Lien.</u> The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Cooperative Act, as amended from time to time. The</p>	<p>719.108 Rents and assessments; liability; lien and priority; interest; collection; cooperative ownership.—</p> <p>(a) As to any mortgage recorded on or after July 1, 2013, any provision in the association's cooperative documents that requires the consent or joinder of</p>	<p>I assume that RB's lien being subordinate to a first mortgage is just law, but could mean that we do not get paid if the property is foreclosed.</p> <p>I do not know the effects of the Cooperative Act. Cooperative act words in 719 seem to refer to developers.</p> <p>Approved with no changes 7/15/2020</p>

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<p>Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Cooperative Act, as amended from time to time.</p>	<p>some or all mortgagees of units or any other portion of the association's common areas to amend the association's cooperative documents or for any other matter is enforceable only as to amendments to the association's cooperative documents that adversely affect the priority of the mortgagee's lien or the mortgagee's rights to foreclose its lien or that otherwise materially affect the rights and interests of the mortgagees.</p> <p>(b) As to mortgages recorded before July 1, 2013, any existing provisions in the association's cooperative documents requiring mortgagee consent are enforceable.</p>	
<p>9.10 <u>Foreclosure of Lien.</u> The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Cooperative Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.</p>	<p>Tropicana Coop 11.2 Defaults. In the event a member or owner does not pay any rents, sums, charges, fines or assessments required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed pursuant to Section 719.108, Florida Statutes. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid-in the unit at a foreclosure sale and to acquire, hold, sublet, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Directors, bring suit to recover a money</p>	<p>Approved with no changes 7/15/2020</p>

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	judgment for any sums, charges or assessments required to be paid to the Corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Corporation against a member or owner, the losing party shall pay the costs thereof, together with a reasonable attorney's fee.	
9.11 <u>Certificate As To Assessments.</u> Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the cooperative parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.	<u>Delray 3.10 Certificate as to Assessment, Mortgagee Questionnaires.</u> Within fifteen (15) days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter" stating whether all assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge a fee (in addition to any charge for an estoppel letter), including attorney's fees, if any, to do so, which shall be payable in advance.	Approved with no changes 7/15/2020

SECTION 10: AGE RESTRICTIONS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>10. <u>AGE RESTRICTIONS.</u> “HOUSING FOR OLDER PERSONS” EXEMPTION: It is hereby formally declared that the Association and its Members desire and intend to provide that this Cooperative qualify for the “housing for older persons exemption” (a.k.a. “Age 55 Exemption”) from compliance with state and federal fair housing laws that prohibit discrimination on the basis of familial status. The Association is committed to doing whatever is necessary and sufficient under the Act and the Administrative Rules to publish its intentions, and to strictly adhere to policies and procedures that qualify it for the housing for older persons exemption as defined in the Act and the Administrative Rules.</p> <p><u>To qualify as housing for older</u></p>		<p>No changes suggested.</p> <p>Approved by team 7/29/2020 with no changes.</p> <p>10/3/2020: On final review, team requested and approved addition of wording from the Housing for Older Persons Act to assist members in understanding the purpose of the “80/20 rule.”</p>

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<p><u>persons, the Association intends to actively retain its 80% unit occupancy of persons 55 years of age or older by marketing itself as such and consistently applying the rules regarding required age of occupants, reserving the remaining 20% for underage persons who obtain ownership by devise, inheritance, or operation of law (also known as the “80/20 rule”).</u></p> <p>To the extent lawful, in the event of irreconcilable conflict, the provisions of this Section 10. shall supersede all other provisions of the cooperative documents.</p>		
<p>10.1 <u>General Rule; Occupancy by Older Persons.</u> No Unit shall be occupied, or be permitted to be occupied, at any given time unless at least one (1) of the Occupants of the Unit at that time has attained the age of fifty-five (55) years. <u>All other occupants of the dwelling unit, other than the spouse of the resident member/primary occupant or adult child of the resident member/primary occupant that requires special care, must have attained the age of forty-five (45) years. For the purposes of this section, “special care” must be</u></p>	<p>760.23 Discrimination in the sale or rental of housing and other prohibited practices.—</p> <p>(1) It is unlawful to refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, or otherwise to make unavailable or deny a dwelling to any person because of <u>race, color, national origin, sex, handicap, familial status, or religion.</u></p> <p>(2) It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of <u>race, color, national origin, sex, handicap, familial status, or religion.</u></p> <p>From Poinsettia Coop: “At least one <i>occupant</i> of every dwelling unit must be 55 years of age or older, and every other occupant of every dwelling unit must be 45 years</p>	<p>In order to prevent someone from buying a unit and then permitting other non-approved persons to permanently reside in it, I suggest we change the wording in the first sentence as follows::</p> <p>“No Unit shall be occupied, or be permitted to be occupied, at any given time unless at least one (1) <u>owner</u> of the unit at that time has attained the age of fifty-five (55) years <u>and permanently resides in the unit.</u>”</p> <p>If we use that wording, we would probably need to define the term “permanent resident” in the Definitions Section.</p> <p>The State of Florida (760 Florida Statutes) does not ban discrimination on the basis of age; neither does Collier County nor the federal government under the Fair Housing Acts, so besides the HUD requirement for an exemption from the familial status discrimination laws (at least 1 person 55 years of age or</p>

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<p><u>substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.</u> This requirement, if met, is not intended to permit occupancy by other persons of ages otherwise prohibited in Section 11. below. Exceptions: The general rule stated in this Section 10.1 shall not apply to any Unit occupied entirely by persons who are “excepted,” as described in Section 10.2 below, or “grand fathered in,” as provided for in Section 10.3 below.</p> <p><u>In the event that all of the occupants of a dwelling unit who are fifty-five (55) years of age or older die or otherwise discontinue occupancy of the dwelling unit, then the Board of Administration is hereby granted and otherwise reserves unto itself the right to terminate the occupancy of the dwelling unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the dwelling units in the community being occupied by at least one person fifty-five (55) years of age or older.</u></p>	<p>of age or older.”</p> <p>From Windmill Village Coop:</p> <p>“Occupancy of a dwelling unit on an assigned lot location will not be permitted unless at least one (1) person in such dwelling unit shall be fifty-five (55) years of age or older; provided, however, all other occupants (excluding “under age guests” as defined below) of the dwelling unit must be at least forty-five (45) years of age. <u>In the event that all of the occupants of a dwelling unit who are fifty-five (55) years of age or older die or otherwise discontinue occupancy of the dwelling unit, then the Board of Administration of Windmill Village at Punta Gorda, Inc. is hereby granted and otherwise reserves unto itself the right to terminate the occupancy of the dwelling unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the dwelling units in the community being occupied by at least one person fifty-five (55) years of age or older. Reasonable exceptions to the foregoing restrictions may be authorized by the Board of Administration pursuant to Rules & Regulations promulgated by the Board of Administration and hereby authorized by the Shareholders. Said Rules & Regulations shall, for example, authorize exclusive occupancy of a dwelling unit by an underage bona fide caregiver engaged to provide care for a dwelling unit owner who is no longer able to maintain occupancy of the dwelling unit without support of a bonafide caregiver for health reasons.</u> An “under age guest” of a dwelling unit owner will, without restrictions due</p>	<p>older must occupy the unit), I suggest adding an additional requirement that <u>all other permanent residents must be 40 years of age or older.</u> (I have no relevant statutory or governing source to quote, other than the Bylaws of some of our sister coops in Florida.) This is to ensure the peace and quiet of an older community such as ours (i.e. no 20-somethings who like loud music or parties)</p> <p>On an unrelated subject, perhaps the team could discuss if we should define “<u>bonafide caregiver</u>”? We would probably need to make an exception to the age restriction, and this person would not be considered a guest (temporary resident) or a permanent resident, but would probably fall into a separate category.</p> <p>On 7/29/2020, team approved changes as recommended, except the minimum age, which was set at 45, not 40. Relevant Source: Windmill Village Coop Bylaws.</p> <p>On final review, to prevent prospective buyers from taking advantage of the loophole of putting someone over 55 on the membership certificate even if they do not live there, suggest removing our second sentence that was added and changing the entire first original sentence to read:</p> <p>“A Unit Owner or Approved Resident who has attained the age of fifty-five (55) years must occupy the unit. No Unit shall be occupied, or be permitted to be occupied, at any given time unless at least one (1) such Owner or Approved Resident is present. All other occupants of the dwelling unit, <u>other than the spouse of the unit owner or adult child that requires special care</u>, must have attained the age of forty-five (45) years. For the purposes of this section, “special care” must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.” (This will also cover a Unit Owner who has a younger spouse.)</p>
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	<p>to age or familial status, be permitted to stay in a dwelling unit owner's unit, provided such stay does not exceed a total of thirty (30) days in any twelve (12) month period.</p> <p>From Harbor Lights Coop: 1.8 Minimum Age. No more than three (3) adult persons, one of whom shall be 55 years of age or older and all of whom shall be 40 years of age or older, shall be permitted to permanently reside in any Harbor Lights' Unit. The minimum age restrictions shall not apply to guests who stay in Harbor Lights for not more than thirty (30) days in a twelve (12) month period.</p>	<p>Question: What does the team think about using the language from Windmill Village regarding the situation where all residents in the unit 55 or older die or otherwise discontinue occupancy, and the board reserving the right to terminate occupancy of the dwelling by all persons under 55? If we add this, what about making a caregiver an exception, as in the Windmill Bylaws? (See suggestions for "Permitted Health Care Resident" in Section 11).</p> <p>I suggest we revisit this section and strengthen it. HUD requires us to have at least 80% 55+, but does not (to my knowledge) require us to allow anyone under 55 to reside there.</p> <p>Perhaps we state 'no one under 55 can reside, unless a spouse or adult child that requires special care. We would need to be specific about the care.</p> <p>10/3/2020: Team approved the above as suggested. Relevant Sources: Windmill Village Coop, Section 13.1, CA Civil Code 15.3.</p> <p>10/30/2020: Restored text to original, since we cannot require that a unit must be occupied by someone 55 or older (i.e. in the case of an "equity owner" owning the unit, where there would be no occupancy), as result of the legal consult of 3/28/2020.</p>
<p>10.2 <u>Persons Excepted.</u> The following Occupancies of a Unit shall be permitted, even if no Occupants of the Unit have attained the age of fifty-five (55) years:</p> <p>(A) Occupancy by a surviving spouse, or a surviving non-spouse</p>	<p>I happened to find this in our current bi-laws. Article II 2.4 this is not related to my research. But I was curious..</p> <p>2.4 Minimum Age. No person other than a retired adult fifty-five (55) years of age or older shall be permitted to permanently reside in the Park. Notwithstanding the foregoing, any person permanently residing in the</p>	<p>I don't understand the necessity of letter C .</p> <p>Approved by team 7/29/2020 with no changes.</p> <p>On final review, suggest deleting (D), as guests cannot stay without the owner being present.</p> <p>I'm not sure we need to totally refuse guests unless the owner is present. There may be short term circumstances where a family</p>

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<p>companion, who resided with the deceased before and up to the time of the deceased's death.</p> <p>(B) Occupancy by a person who obtains ownership of a Unit by devise, inheritance, or operation of law.</p> <p>(C) Occupancy of a Unit by a person who was a record Owner of legal title to that Unit on September 13, 1988, and has owned it continuously since then.</p> <p>(D) Temporary <u>Emergency</u> guest occupancies by relatives or friends of the Unit Owner in the absence of the Unit Owner, as further provided for in Section 11. below, but only if the occupancies have been approved in advance by the Board of Directors. which <u>Such approval</u> may be withheld unless the Board is reasonably satisfied that:</p> <p><u>(1) approval is necessary during a situation reasonably assumed to be an 'emergency',</u></p> <p><u>(2) the occupancies will</u></p>	<p>Park on the date of adoption of these Bylaws shall be entitled to remain a resident even though under fifty-five (55) years of age.</p> <p>10.2 (D) How is a temporary guest going to mess up the requirements for the housing for older persons exemptions?</p> <p>Master Form Proprietary Lease 15.</p> <p>In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Lessee as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of the Lessee shall be for a period of time not exceeding one month unless a longer period is approved in writing by the Directors, but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to in writing by the Directors.</p>	<p>needs to do so. I completely agree that the Board would have to approve, and the owner assumes responsibility for their 'guests'.</p> <p>10/3/2020: Team voted not to delete (D), but substitute the word "temporary" with "emergency" and include the concepts offered by Ken, above.</p>
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<p>not result in failure to meet the requirements for the housing for older persons exemption-, <u>and</u></p> <p><u>(3) the Owner assumes responsibility for their guests.</u></p>		
<p>10.3 <u>Persons Grandfathered.</u> The general rule stated in Section 10.1 above shall not apply to the following persons, who are “grandfathered” (i.e. are automatically entitled to “grandfather status” as described in the Act) and may continue to occupy a Unit, even though they are under fifty-five (55) years of age, provided that they meet all other requirements for occupancy under Section 11. below, and they register with the Association as provided for in Section 10.5 below:</p> <p>(A) <u>Occupancies.</u> Occupancy on September 13, 1988: Any Unit Owner or other person not mentioned above, who was validly occupying a Unit as a residence on September 13, 1988, shall be accorded grandfather status.</p>	<p>Master Form Proprietary Lease 14. Park Rules</p> <p>. The Corporation shall not be liable or responsible to the Lessee for the non-observance or violation of Rules by any other Lessee or person.</p> <p>Del Ray Sect I 10.8</p> <p>In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Lessee as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of the Lessee shall be for a period of time not exceeding one month unless a longer period is approved in writing by the Directors, but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to</p>	<p>This seems to be something we were discussing earlier and had a question. Sorry if this is out of order.....</p> <p>Approved by team 7/29/2020 with no changes.</p>

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	in writing by the Directors.	
<p>10.4 <u>Remedies for Non-Compliance.</u> The Association concurrently shall have any one (1) or more of the following remedies for non-compliance, in addition to those provided elsewhere in this Declaration or in the Bylaws, or by law:</p> <p>(A) <u>Occupancies.</u> In cases involving an existing ownership, use by Guests, or a sale, gift, or other transfer of title, if the occupancy requirements of this Article are not met, the Association shall be entitled to file for and obtain an injunction against the Owner(s) of the Unit and any or all Occupants in the Unit, removing the unauthorized Occupants (including the Owners). If the Association prevails, the Unit Owner(s) shall be responsible for costs and attorneys' fees incurred by the Association in connection with its enforcement of this Section 10.</p> <p>(B) <u>Proof of Age.</u> If any person fails or refuses to provide Proof of Age as</p>		Approved by team 7/29/2020 with no changes.

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required in Section 10.6 below, the Association shall be entitled to assume that person has not attained the age of fifty-five (55) years.		
<p><u>10.5 Registration Required for Unit Owners and Other Occupants</u></p> <p>(A) Unless previously requested as described below, all present Unit Owners and other Occupants of Units must register with the Association on or before the 90th day after the effective date of this Section, by delivery of the items referred to in this Paragraph (A). Furthermore, no person shall attain grandfather status under Section 10.3 above unless and until the person registers with the Association, by delivery of the items referred to below. These items are as follows:</p> <p>(1) A fully completed and signed registration <u>census</u> form if provided by the Association; and</p> <p>(2) Documentation demonstrating proof of age as provided for in Section 10.6 below; and</p>		<p>I am thinking the "registration form" could be our "application" for membership. HOWEVER, I am not sure why this section is included....???? I agree susan.. doreen</p> <p>Approved by team 7/29/2020 with no changes.</p> <p>On final review, suggest changing all the words "registration form or registration materials to census form, and in (2), suggest substituting "The Association shall distribute a registration form to all Unit Owners within fifteen (15) days after the effective date of this amendment" with "Within thirty (30) days after the effective date of this amendment, the Association shall distribute a census form to all Unit Owners who do not have an updated form on file.</p> <p>10/3/2020: Wording as above was approved by team, with no further changes.</p>

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<p>The Association shall distribute a registration form to all Unit Owners within fifteen (15) days after the effective date of this amendment. <u>Within thirty (30) days after the effective date of this amendment, the Association shall distribute a census form to all Unit Owners who do not have an updated form on file.</u> It is the responsibility of the Unit Owners of each Unit, not the Association, to provide the registration <u>census</u> materials to any other Occupants of the Unit for them to complete and return to the Association</p>		
<p>(B) The fact that one (1) Occupant of a Unit is under the age of fifty-five (55) years, and is excepted under Section 10.2 above, or has grandfather status under Section 10.3 above, does not entitle any other person to occupy the Unit unless:</p> <p>(1) At least one (1) person occupying the Unit is actually fifty-five (55) years of age or older; a <u>qualifying resident</u>; or</p> <p>(2) That other person is also accorded grandfather status under Section 10.3</p>		<p>I would suggest changing (2) to read "All other occupants have an exception under Section 10.2 or 10.3 above." and I would suggest deleting (3)</p> <p>Approved by team 7/29/2020 with no changes.</p> <p>Suggest adding to (1) "Unit Owner ...and has been approved for occupancy by the Board of Directors." OK</p> <p>10/3/2020: Wording as above, approved by team.</p> <p>10/30/2020: As a result of legal consult on 10/28/2020, wording in first part of (1) restored to original wording, with exception of substituting "qualifying resident" where appropriate, as previously approved.</p>

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<p>above; or</p> <p>(3) That other person has an exception under Section 10.2 above.</p>		
<p>10.6 <u>Proof of Age.</u></p> <p>(A) <u>As of the Effective Date of This Provision:</u> All persons occupying the Units as of the effective date of this provision, and all persons referred to in Section 10.3 above, if they have not already done so, shall deliver to the Association, documentation demonstrating proof of age, to include birth certificate, driver's license, and/or any other documentation required by the Association. <u>passport, immigration card, military identification, any other state, local, national or international official document containing a birth date of comparable reliability, or a certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.</u></p> <p>This applies regardless of</p>	<p>Title 24. HUD, Section 100.307</p> <p>(d) Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community:(1) Driver's license;(2) Birth certificate;(3) Passport;(4) Immigration card;(5) Military identification;(6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.</p> <p>(e) A facility or community shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.</p>	<ol style="list-style-type: none"> 1. The other coops I investigated (Windmill and Tropicana) do not seem to require the same amount of documentation (or any proof of age requirement that I could find) described here. 2. The 'any other documentation' phrase could conceivably create a problem if the board requests information considered private by either the unit owner or the law. <p>Change Sections 14. and 15.to <u>12</u> , and change the words "of this Declaration." to <u>of these bylaws.</u>"</p> <p>Team recommended adding exact wording from Title 24, HUD, Section 100.307, regarding proof of age.</p> <p>Approved by team, with recommendations, 7/29/2020. Relevant source: Title 24, HUD, Section 100.307.</p>

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<p>the age of the persons or whether they seek grandfather status under Section 10.3 above.</p> <p>(B) <u>After the Effective Date of This Provision:</u> Any Unit Owner who obtains title to a Unit after the effective date of this provision, and all persons who occupy any Unit after the effective date of this provision must deliver to the Association, documentation demonstrating proof of age as provided above, prior to obtaining record title to the Unit and/or taking occupancy and/or as part of the approval process under Sections 14. and 15. <u>12</u> of this Declaration, <u>these</u> Bylaws.</p>		
<p>10.7 <u>Non-Occupancy Status.</u> The Association is required to continuously keep records of occupied and unoccupied Units. It is the responsibility of each Unit Owner to notify the Association in advance of any significant periods of time during which the Unit will be unoccupied. This requirement applies only to an absence of all permanent residents from the Unit for a period in excess of thirty (30) consecutive days.</p>	<p>Title 24. HUD, Section 100.305</p> <p>(b) For purposes of this subpart, <i>occupied unit</i> means: (1) A dwelling unit that is actually occupied by one or more persons on the date that the exemption is claimed; or (2) <u>A temporarily vacant unit, if the primary occupant has resided in the unit during the past year and intends to return on a periodic basis.</u></p>	<p>This will be difficult since many of us are "snowbirds". However, it is necessary to keep records for HUD, which requires a person 55 years of age or older to occupy a unit at least once a year, so I would suggest changing the wording to read "12 consecutive months" and require reports be given at a meeting of any notifications received and any units which have not been occupied during the previous 12 months. This will ensure a written record, which can be combined with the Age Verification report.</p> <p>I agree with Doreen, and might add the units unoccupied for a year or more should provide notification to the board and/or community as to the reason, and expected end to the vacancy. It is probably not good for the community to have units empty for</p>

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<p>twelve <u>(12) consecutive months. It is also the responsibility of the Unit Owner of a unit unoccupied for twelve (12) months or more to provide written notification to the board and/or community as to the reason, and the expected end to the vacancy.</u> The Board shall adopt a form for use in connection with reporting under this Section, <u>be responsible to maintain a record of absent occupants and a report shall be given at any properly noticed meeting of notifications received and any units which have not been occupied during the previous twelve (12) months. This report may be combined with the report on Age Verification and Percent Occupancy of owners 55 years of age or older.</u></p>		<p>long periods of time (snowbirding not included).</p> <p>Team approved with recommendations as above, 7/29/2020. Relevant Source: Title 24. HUD, Section 100.305</p> <p>Team: Can we dispense with the form? Our small community usually just notifies someone on the board via email or phone.</p> <p>10/7/20: Team felt that if we delete the form requirement, then we must require <u>written</u> communication to the board. In addition, they voted to include the responsibility of the board for maintaining a record of absent occupants.</p>
<p>10.8 <u>Records related to the Age 55 Exemption.</u> The Association shall use its best efforts to maintain records showing the dates of occupancy of all Units, and the proofs of age for residents, necessary and sufficient to meet the requirements of the Act and the Administrative Rules for the Age Fifty-Five (55) Exemption.</p>		<p>No changes recommended</p> <p>Approved by team 7/29/2020 with no changes.</p>

SECTION 11: USE RESTRICTIONS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>11. USE RESTRICTIONS. The use of the cooperative property shall be in accordance with the following provisions (Renting or sub-leasing of the unit is prohibited):</p> <p>11.1 <u>Units</u>. Except as otherwise provided herein, each unit shall be occupied by only one (1) family at a time, as a residence for a single family and for no other purpose. <u>There shall be a maximum of three (3) approved persons who reside in the unit, one of which</u> All permanent residents must be 55 years of age or older <u>a qualifying resident.</u> No business or commercial activity shall be conducted in or from any unit, <u>as evidenced by visitation of the unit by clients, customers, suppliers or other business invitees, or door to door solicitation of residents, or the use of a unit as a public lodging establishment, or</u></p>	<p>719.106 (16) A summary of the restrictions, if any, to be imposed on units concerning the use of any of the cooperative property, including statements as to whether there are restrictions upon children and pets, and reference to the volumes and pages of the cooperative documents where such restrictions are found, or if such restrictions are contained elsewhere, then a copy of the documents containing the restrictions shall be attached as an exhibit.</p> <p>From Collier County Municode Ordinance 04-41, Section 5.02.00:</p> <p><u>HOME OCCUPATIONS</u></p> <p>There shall be no retail sale of materials, goods, or products from the premises.</p> <p><u>The home occupation shall be clearly incidental to the use of the dwelling for dwelling purposes.</u> The existence of the home occupation shall not change the character of the dwelling.</p> <p>A. An allowable home occupation shall be conducted by an occupant of the dwelling.</p> <p>B. There shall be no on-site or off-site advertising signs.</p> <p>C. <u>The use shall not generate more traffic than would be associated with the allowable residential use.</u> To that end, traveling to and from as well as meeting or parking at the residence by either employees of the business operated therefrom who are not residing at the subject address or by</p>	<p>Two questions: 1) What is a "permanent resident"? 2) Doesn't this section conflict with the requirement of at least one person 55 or older per unit? (See Section 10.1 of Boilerplate document: "General Rule; Occupancy by Older Persons. No Unit shall be occupied, or be permitted to be occupied, at any given time unless at least one (1) of the Occupants of the Unit at that time has attained the age of fifty-five (55) years.")</p> <p>Suggest adding after the first sentence in 11.1: "There shall be a maximum of 3 permanent residents per unit." This is a requirement of our current bylaws.</p> <p>Information: Board of Directors has previously recommended including the definition of a business: <u>"as evidenced by visitation of the unit by clients, customers, suppliers or other business invitees, or door to door solicitation of residents, or the use of a unit as a public lodging establishment, or public advertising of the cooperative or the unit's address as a business or commercial activity."</u> Reasons cited: Some of our members work from home via computer or telephone, or make items to sell outside the community, which does not bring customers and traffic into Riverbend and therefore should not be considered as conducting business within the community. Consequently, instead of simply stating that no business shall be conducted in any unit, we need to specifically define the characteristics of a prohibited business.</p> <p>Additionally, the board suggested replacing the word "library"</p>

SECTION 11: USE RESTRICTIONS

<p><u>public advertising of the cooperative or the unit's address as a business or commercial activity</u>, including, but not limited to visitation of the home by clients, customers, suppliers or other business invitees or door to door solicitation of residents. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. Neither the address of the cooperative, nor of any unit, may be publicly advertised as being the address of any business or commercial activity. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library <u>collection or inventory</u>, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.</p>	<p>customers or clients of the home occupations is prohibited.</p> <p>D. There shall be no receiving of goods or materials other than normal delivery by the U.S. Postal Service or similar carrier.</p> <p>E. Parking or storage of commercial vehicles or equipment shall be allowable only in compliance with the requirements for commercial vehicles in the County Code.</p> <p>F. The on-site use of any equipment or materials shall not create or produce excessive noise, obnoxious fumes, dust, or smoke.</p> <p>G. The on-site use of any equipment or tools shall not create any amount of vibration or electrical disturbance.</p> <p>H. No on-site use or storage of any hazardous material shall be kept in such an amount as to be potentially dangerous to persons or property outside the confines of the home occupation.</p> <p>I. There shall be no outside storage of goods or products, except plants. Where plants are stored, no more than fifty (50) percent of the total square footage of the lot may be used for plant storage.</p> <p>J. A home occupation shall be subject to all applicable County occupational licenses and other business taxes.</p>	<p>with <u>"collection or inventory."</u> Reasons cited: a "collection or inventory" is more general than "library" to cover some of our members who make or repair items in their unit to sell or ship to outside customers (jewelry, artwork, sharpening service, etc), <i>as long as it doesn't bring customers and traffic into our community.</i> Also, we should address signage.</p> <p>Team recommended deletion of second sentence, due to conflict with the Housing for Older Persons Act of 1995, and addition of signage requirements: <u>"Business or professional signs visible from the street are prohibited."</u></p> <p>Approved by team with suggested changes 7/22/2020, Relevant Sources: Master Form Proprietary Lease: Section 15; 24 CFR Part 100 Implementation of the Housing for Older Persons Act of 1995; Final Rule; Collier County Municode Ordinance 04-41, Section 5.02.00.</p> <p>On final review: Suggest deleting the word "permanent" and change the wording to: <u>"approved persons" who reside in the unit, one of which must be 55 years of age or older."</u></p> <p>Also suggest deleting the last line that we added, as it is addressed in 11.8 of this Section ("All signs other than For Sale signs are prohibited anywhere on the cooperative property where they are visible from the street.")</p> <p>10/3/2020: Above suggestions approved by team.</p>
<p>11.2 Minors. Minors under the age of eighteen (18) may occupy a unit no more than two (2) weeks in any calendar year. All occupants under the age of eighteen (18) years of age shall be closely supervised</p>	<p>DelRay Sect 8.1 (16) A summary of the restrictions, if any, to be imposed on units concerning the use of any of the cooperative property, including statements as to whether there are restrictions upon children and pets, and reference to the volumes and pages of the cooperative documents where such restrictions are found, or if such restrictions are contained elsewhere, then a copy of the documents containing the</p>	<p>Team recommended minors be supervised by the unit owner, rather than just any adult, since the unit owner is accountable for his/her guests.</p> <p>Approved by team with above recommended changes 7/22/2020. No relevant sources cited.</p>

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<p>by an adult <u>a resident member/primary occupant</u> who is also in residence to insure that they do not become a source of unreasonable annoyance to other residents.</p>	<p>restrictions shall be attached as an exhibit.</p> <p>Del Ray Sect 8.2 (A) When a Home has been leased for a period of one (1) year, the Home may be occupied by the lessee and his family, as the term "family" is defined in Section 1 above; however subject to the restrictions set forth in the Age Limitations contained herein</p> <p>(B) Guests may occupy leased Homes when the lessee is in residence. The total number of house guests in a leased Home is limited to two (2) adult persons. Such guests may stay for a period not to exceed ten (30) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.</p>	<p>Should we add "or his/her spouse?"</p> <p>10/3/2020: Above suggestion approved by team.</p> <p>10/29/2020: "Unit Owner" replaced with "resident member/primary occupant" as a result of the legal consult on 10/28/2020.</p>
<p>11.3 <u>Occupancy When Resident Member/Primary Occupant is Present</u>. Once a guest, whether related or unrelated to the resident member/primary occupant, has been occupying a unit for a period of more than thirty (30) days in any twelve (12) month period, such guest must apply for and obtain Association approval in the same manner as a prospective owner/resident member/primary occupant is required to obtain Association approval pursuant to the transfer provisions contained in Section 44 <u>12</u>, hereof. If the</p>	<p>(A) When a Home has been leased for a period of one (1) year, the Home may be occupied by the lessee and his family, as the term "family" is defined in Section 1 above; however subject to the restrictions set forth in the Age Limitations contained herein</p> <p>(B) Guests may occupy leased Homes when the lessee is in residence. The total number of house guests in a leased Home is limited to two (2) adult persons. Such guests may stay for a period not to exceed ten (30) days, and the number of occasions for this type of guest</p>	<p>Poinsettia referred to the 'master occupancy agreement' what is that and can we see it?</p> <p>Recommend substituting "unit owner" for "resident member/primary occupant" as previously adopted. Change Section 11 to Section 12, the section that addresses transfers.</p> <p>Doreen to do further research on when a visit becomes a domicile per Florida law: Posted article on Landlord-Tenant Law and domiciles.</p> <p>Re Guests: The Anderson vs Anderson case was really unfair to reward the "guests"! However, it doesn't look like the Anderson vs Anderson case was filed under Cooperative law, which is a whole different "ball of wax." (where did that expression come from? Haha). Please see quote from our Proprietary Lease and also comments in Section 11.3</p>

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<p>guest does not obtain Association approval within the requisite time periods contained in Section 11.2 12.2 hereof, the guest must then vacate the unit until approval is obtained. All guests must register with the Association. Renting or sub-leasing of the unit is prohibited.</p>	<p>- occupancy shall be limited to once during the lease term.</p> <p>Master Form Proprietary Lease: Section 15. Use of Premises. The Lessee shall not, without the written consent of the Corporation on such conditions as the Corporation may prescribe, occupy or use the unit or permit the same or any part thereof to be occupied or used for any purpose other than: (i) as a private dwelling for the Lessee or members of Lessee's family, but in no event shall more than three (3) persons, each of whom (<u>except as set forth in Lessor's Bylaws at Article II, Section 2.4</u>) must be fifty-five years of age or older, permanently reside in the unit without written consent of the Directors, and (ii) any home occupation use permitted under, and subject to compliance with, the Bylaws of the Corporation, the Rules, applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction. In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Lessee as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of the Lessee shall be for a period of time not exceeding one month unless a longer period is approved in writing by the Directors, but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to in writing by the Directors.</p> <p>719.303 F.S. Obligations of owners.— (1) Each unit owner, each tenant <u>and other invitee,</u></p>	<p>Our Master Form Proprietary Lease sets the maximum time that a guest can stay at 30 days, and <u>also requires one or more of the permitted residents to be present.</u> I believe that our Proprietary Lease would take precedence over any domicile laws because it is a contract under 719. Also, if the guest does not abide by our governing documents (i.e. stays longer than allowed), the Association has the right to take legal action under 719.303 F.S.</p> <p>Approved by team on 7/2/2020 with recommended changes. Relevant Source: Master Form Proprietary Lease: Section 15.</p> <p>On final review, suggest changing the first line to read: "Once a guest, whether related or unrelated to the <u>Unit Owner or his/her spouse</u> has been occupying a unit for a period of more than thirty (30) days in any twelve (12) month period..." This provides that an approved resident can have guests stay with them too.</p> <p>10/3/2020: Above suggestion approved by team.</p> <p>10/29/2020: Subsection restored to original wording after legal consult on 10/28/2020.</p>
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and each association shall be governed by, and shall comply with the provisions of, this chapter, the cooperative documents, the documents creating the association, and the association bylaws, and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

(a) The association.

(b) A unit owner.

(c) Directors designated by the developer, for actions taken by them prior to the time control of the association is assumed by unit owners other than the developer.

(d) Any director who willfully and knowingly fails to comply with these provisions.

(e) Any tenant leasing a unit, and any other invitee occupying a unit.

This issue of how long a guest can stay should be addressed in your lease, such as no more than 10-14 days in any six-month period. 14 days should be enough time for any one friend or relative to visit in a six month period.

The research we conducted seems to agree that once someone is there 30 days, there's an understood tenancy between the owner/tenant and the guest," it states. "I have been unable to find any specific legal resource in Colorado that gives guidelines on how long someone can stay as a "guest."

It also notes that the same law states, "Any

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person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown." So, the email explains, simply giving a guest a key can make them a tenant.

In conclusion, the attorneys say detectives are probably asking the right questions to determine tenancy. They add, "The law is clearly muddled in this area."

. Any guest residing at the property for more than 14 days in a six-month period or spending more than 7 nights consecutively will be considered a tenant. This person must be added to the lease agreement. Landlord may increase the rent any time a new tenant is added to the lease. Apr 16, 2019

Annoying house guests or relatives?

27MondayAug 2012

Posted by apjlaw in Landlord - Tenant, Legal requirements

ANDERSON apparently was tired of the company of her cohabiting relatives and obtained a power of attorney from the owner of the house they all lived in to evict them. Unfortunately for Anderson, you can only "evict" if you are the

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	<p>"landlord" and the defendant is a "tenant." The court ruled that a power of attorney from the actual owner of the house did not authorize Anderson to file an eviction for them, and that as the defendants were Anderson's relations and not actual "tenants," they weren't subject to being evicted. The judge did, however, invoke the landlord – tenant act to award attorneys fees for the defendants as the prevailing parties of the "eviction!"</p> <p>Online Reference: FLWSUPP 1910ANDE ANDERSON vs. ANDERSON. County Court, 18th Judicial Circuit in and for Seminole County, Civil Division. Case No. 2012-CC-001681-21-S. June 12, 2012. Donald Marblestone, Judge.</p>	
<p>11.4 <u>Occupancy in Absence of Resident Member/Primary Occupant.</u> If the resident member/ primary occupant and his family who permanently reside with him are absent from the unit and are not occupying it, the resident member/primary occupant may not permit his unit to be occupied by guests. only in accordance with the following: Any person fifty five (55) years or older who is related within the first degree by blood, adoption or marriage to the resident member/primary</p>	<p>RB Rules and Regulations:</p> <p><u>G. YOUR NEIGHBORS AND GUESTS</u></p> <p>1. No loud noise is permitted after 10:00 p.m. or before 7:30 a.m.</p> <p><i>2. Overnight guests are required to register with the manager so that they may be located in the event of an emergency.</i></p> <p><i>3. Owner or immediate family member, as defined above, must be in occupancy during the time of a guest's visit.</i></p>	<p>The team needs to discuss whether or not a guest can stay in the absence of the unit owner and his family who permanently reside with him, considering <u>liability</u> and <u>safety</u> issues.</p> <p>Suggest deleting all references to "resident member/primary occupant" and instead use "unit owner," as previously adopted.</p> <p>If a guest can stay in the absence of the unit owner and his family who permanently reside with him, recommend:</p> <p>1) Adding the following: "Such occupants may stay for no more than thirty (30) days <u>in any 12-month period</u> in the absence of the resident member/primary occupant. unit owner" AND</p> <p>2) Specifically naming the Board of Directors as the contact for</p>

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<p>occupant or his spouse, if any, may occupy the unit in the absence of the owner or primary occupant. That person's spouse and adult children, if any, may accompany him. Such occupants may stay for no more than thirty (30) days in the absence of the resident member/primary occupant. All guests must register with the Association. Renting or sub-leasing of the unit is prohibited</p>	<p>Windmill Village:</p> <p>(13.3) Guests and Visitors: <i>A Guest, who is a person who stays overnight with a resident and who does not pay rent, shall be entitled to occupy the premises of the resident for a period of up to thirty (30) days within any twelve (12) month period</i> upon the approval of the Community Manager. The number and frequency of visitors, visiting for the day, shall not be limited. However since the recreational facilities of the Corporation are primarily for the use and enjoyment of the residents, the use of such facilities by visitors will be limited to thirty (30) days per visitor within any twelve (12) month period.</p> <p>Master Form Proprietary Lease 15.</p> <p>In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Lessee as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of the Lessee shall be for a period of time not exceeding one month unless a longer period is approved in writing by the Directors, <u>but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to in writing by the Directors.</u></p>	<p>guests to register: "All guests must register with the Association <u>through its Board of Directors.</u>"</p> <p>I suggest using the wording from Windmill Village, especially in light of our Proprietary Lease which requires "one or more of the permitted residents to be in occupancy" in the definition of a "Guest" in the Definitions Section.</p> <p>Team asked Susan to have Bill inquire of the insurance agent re liability of someone staying in the unit without the owner. Specifically if someone sustains an injury while 1) on the owner's lot, or 2) on the common property. Susan reported back that it appears that our insurance covers us for liability anywhere on our corporate property.</p> <p>Team recommended not allowing guests if the unit owner and his/her family are absent from the unit, per our current Proprietary Lease. However, the board of directors can still make an exception under Section 11.5.</p> <p>Team approved recommendation to not allow guests in the absence of the owner, per current Proprietary Lease, 7/22/2020. Also approved adding the Windmill Village Definition to the definition of "Guest" in the Definitions Section of this document. Relevant Sources: Our current Master Form Proprietary Lease: Section 15; Windmill Village Coop Bylaws Section 13.3.</p> <p>"Unit owner" changed to "resident member/primary occupant" per legal consult on 10/28/2020.</p>
<p>11.5 <u>Exceptions</u>. Upon prior written application by any member, the Board of Directors</p>	<p>Current Bylaws:</p> <p>Article XX. RULES AND REGULATIONS</p>	<p>Suggest adding the word "guest" to distinguish this restriction from any other restrictions, and adding the word "temporary" before the word "exceptions" as follows:</p>

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<p>may make such limited <u>temporary</u> exceptions to the foregoing <u>guest</u> restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one exception shall not be construed as a precedent for later exceptions.</p>	<p>Rules and Regulations may be adopted and amended from time to time and shall be deemed in effect until amended by the Directors and shall apply to and be binding upon all members. The members shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. <u>In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a fifty-one percent (51%) majority vote of the Directors</u>; no vote of the membership shall be required.</p>	<p>“Upon prior written application by any member, the Board of Directors may make such limited <u>temporary</u> exceptions to the foregoing <u>guest</u> restrictions as may be deemed appropriate in the discretion of the Board...”</p> <p>(If the exception were permanent, then a change in these bylaws or the Rules and Regulations would need to be made.)</p> <p>Approved by team with suggested changes 7/22/2020. Relevant Source: Current Bylaws, Article XX.</p>
<p>11.6 <u>Pets</u>. The keeping of pets of any kind or description within the cooperative is prohibited.</p>	<p>Current Rules/Regulations:</p> <p><u>F. PETS</u></p> <p>No pets allowed under any circumstances.</p> <p>Current Riverbend Policy/Procedure: Disabled Owner Request for Reasonable Accommodation; Service/Support Animals</p> <p><u>Policy</u>: The policy of the Board of Directors of Riverbend of Naples Mobile Homeowners Association, Inc., (“Riverbend”) is to make every practical and reasonable attempt to provide reasonable accommodations for disabled or handicapped residents in accordance with applicable state and federal law.</p>	<p>No changes recommended for this section.</p> <p>Approved by team with no changes 7/22/2020.</p> <p>Suggest adding a new section on Reasonable Accommodation, (which includes service/emotional support animals) with wording similar to our current Service/Support Animal policy.</p> <p>Additional Section to be added – Approved by team on 7/22/2020. Relevant Source: Riverbend Policy/Procedure: Disabled Owner Request for Reasonable Accommodation.</p>

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<p>11.7 <u>Nuisances</u>. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential cooperative, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the cooperative documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No loud noise is permitted after 10:00 p.m. or before 7:30 a.m. <u>Complaints must be made in writing to the Board of Directors</u></p>	<p>Hmmm seems like not many have this spelled out ie county rules would be followed and complaints to town O. COMPLAINTS 1. Complaints must be made in writing to the Board of Directors riverbend</p>	<p>F. PETS No pets allowed under any circumstances. G. YOUR NEIGHBORS AND GUESTS 1. No loud noise is permitted after 10:00 p.m. or before 7:30 a.m. 2. Overnight guests are required to register with the manager so that they may be located in the event of an emergency. 3. Owner or immediate family member, as defined above, must be in occupancy during the time of a guest's visit. Riverbend rules and regs</p> <p>Team approved adding "Complaints must be made in writing to the Board of Directors," on 7/22/2020. Relevant Source: Current Rules and Regulations, Section O.</p>
<p>11.8 <u>Signs</u>. All signs including but not limited to <u>other than "For Sale" or "For Rent" signs</u> are prohibited anywhere on the cooperative property <u>where they are visible from the street. "For Sale" signs and hand-out containers provided for that purpose must be approved by the board of directors.</u></p>	<p>Current Rules and Regulations, L.3. For sale signs may not be larger than 10" x 12" and are limited to one sign on the front of the mobile home. Signs and/or hand-out containers provided for that purpose must be approved by the Board of Directors.</p>	<p>Currently, our Rules and Regs limit the size of signs, but do we want to measure them? Del Rey limits all For Sale signs to one sign in the window, and allows the board of directors to set limits on the size, shape and content (presumably in the Rules and Regulations). Do we want to prohibit or limit signs placed on the lawn, considering the difficulty in mowing and weeding around them? What about Open House signs, or signs in the common area?</p> <p>Size requirement spelled out would be in order. So no issues could arise</p> <p>Team recommended that sign specifics, including location, need to be spelled out in the Rules and Regulations. For Sale signs and hand-out containers should be approved by the board of directors.</p>

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		<p>Team approved recommendations on 7/22/2020. Relevant Source: Current Rules and Regulations, Section L.3.</p> <p>On final review, suggest adding the following words to the first sentence: "<u>...where they are visible from the street.</u>"</p> <p>10/3/2020: Above suggestion approved by team.</p>
<p>11.9 <u>Use of Common Areas.</u> Common areas shall not be obstructed, littered, defaced or misused in any manner. They shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items or for storage of bicycles or other personal property. Installation of clotheslines on lots require prior Association approval.</p>	<p>I) Hand washing and/or power washing of vessels is not permitted on the corporate road on garbage pickup days. You may wash your vessel on your driveway, in your carport, at the boat ramp, or in the trailer storage area. 5.1 riverbend rules.</p>	<p>Team Question #1: Can boats and cars be washed on the corporate road? If not, where?</p> <p>Team Question #2: Can guests use the common property, i.e. boating facilities? Must they be accompanied by the unit owner?</p> <p>Team recommended deleting last line regarding clotheslines as it refers to the units, not the common area, and belongs in the rules and regulations, not the bylaws.</p> <p>Approved with recommended changes 7/22/2020.</p>
<p>11.44 10 <u>Wells/Septic Tanks.</u> No well shall be drilled and no septic tank shall be installed, used or maintained on the property.</p>		<p>No changes required.</p> <p>Approved with no changes 7/22/2020</p>
<p>11.42 11 <u>Antennas.</u> No antenna of any kind shall be placed or erected upon any parcel or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multipoint</p>		<p>No changes required.</p> <p>Approved with change to contact board of directors, rather than management 7/22/2020</p>

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<p>distribution service which may be installed at a preferred location where an acceptable signal may be obtained. The preferred location on a Lot is at a location on the lot at the rear or side of the Residence least visible to from neighborhood residences or from the interior roadways within Riverbend. An antenna can only be installed at a non-preferred location on a Lot if an acceptable signal cannot be obtained from a preferred location. No satellite dishes or other antennas may be installed in the common areas of the property. Please contact management <u>the Board of Directors</u> for further information about antenna installation.</p>		
<p>11.43 12 <u>Vehicles</u>. Large trucks rated of over one ton capacity are not permitted to be parked on lots. No major repairs of vehicles or boats is permitted on lots <u>or in common areas</u>. Vehicles must be <u>currently registered</u>, in good running condition <u>immediately operable</u> and not obnoxious to the eye. <u>Signage on vehicles must not be clearly visible from the street</u>. Scooters and motorcycles must have standard mufflers and must come and go quietly. <u>Parking of vehicles shall be in compliance with</u></p>	<p>PARKING IN GRASS (Residential Zones, does not include Estates Zone)</p> <p>From Collier County Pamphlet, Ordinance 04-41, Section 4.05.03: Parking of cars is to be limited to a stabilized surface. <u>Parking on the grass is prohibited.</u></p> <p><i>Quote from Ordinance 04-41, Section 4.05.03:</i></p> <p>E. Automobiles parked and/or stored in connection with residential DWELLING UNITS as described above shall be owned by the occupants of the DWELLING UNIT or units unless the vehicle is owned by a firm, corporation or entity for which a DWELLING UNIT occupant is employed. This provision shall not be construed to apply to automobile vehicles owned by persons or business firms at the site for social or business purposes.</p> <p>F. <u>No other portion of a FRONT YARD may be used to park or</u></p>	<p>Question: Do we want to allow any maintenance of vehicles in common areas or on lots? Should we include the county requirement that all vehicles must have current registration?</p> <p>I agree with Susan that all vehicles should have a current registration. Is insurance an issue of any kind? Other than that, no changes required.</p> <p>Team questioned the meaning of "Recreational Vehicles". Recommended deleting the last sentence, as it is too specific and belongs in the Rules and Regulations so that any necessary changes can be made more easily. Also recommended prohibiting major repairs in common areas, and requiring all vehicles be currently registered.</p> <p>Team re-visited this and recommended changing the term "good running condition" to "immediately operable", which is the term</p>

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<p><u>Collier County Ordinances for Residential Dwelling Units.</u> Overnight parking in the street is prohibited. The roadway must not be blocked by vehicle parking during the day. Campers, motor homes and other similar “live in” vehicles may not be parked overnight except in an area designated by the Association. No hook up or overnight occupancy is permitted. Maximum allowable parking of campers, motor homes and recreational vehicles is fourteen (14) nights.</p>	<p><u>store automobiles including that portion of the RIGHT-OF-WAY not directly a part of the designated DRIVEWAY or designated parking areas.</u></p>	<p>used in the county regulations. Signage was discussed in 11.8, and signage on vehicles was added here, for consistency.</p> <p>Approved with above recommended changes 7/22/2020. Relevant Sources: Collier County Code of Ordinances Sec. 130-95. – “Limitations on parking, storage of vehicles without current license plates.” Sec. 130-96. – “Limitation on the parking, storage or use of recreational vehicles.”</p> <p>On final review, suggest adding after “Overnight parking on the street is prohibited”, “...and no vehicle may be driven, or parked, on any grassy area except for assigned parking, if any, in the boat storage area.</p> <p>10/15: Team voted to keep our bylaws general. Wording was unanimously approved as follows: “Parking of vehicles shall be in compliance with Collier County Ordinances for Residential Dwelling Units.” Team agreed that the specifics should probably go into the Rules and Regulations, which is much easier to get approved. Relevant Source: Collier County Ordinance 04-41, Section 4.05.03.</p>
<p>11.14 <u>13 Boats and Boat Trailers/Slip Rules.</u> There are extensive rules regarding the size of boats, storage of boat trailers and assignment of boat slips. See the Boat Rules for further information.</p>		<p>No changes required. I did a surface review of the boat rules, and they are indeed extensive. My initial observation is that we should ‘enforce’ the rules consistently.</p> <p>I don’t wish to be unfair to my neighbors, but once ‘exceptions’ begin, it becomes much more difficult to maintain order and ‘fairness’.</p> <p>Approved by team with no changes 7/22/2020</p>
<p><u>11.15.14. Reasonable Accommodation for Disability. The policy of the Board of Directors is to make every practical and reasonable attempt to provide reasonable accommodations for residents</u></p>		<p>ADDITIONAL SECTION, added by team when Section 11.6 was discussed.</p> <p>On final review, suggest eliminating the exact name of the policy in case future policies are created or the names are changed. Instead, simply say, “The Board of Directors shall adopt</p>

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<p><u>with a disability or a disability-related need in accordance with applicable state and federal law, including accommodations for a Permitted Health Care Resident as provided for in these Bylaws. The Board of Directors shall adopt detailed policies and procedures addressing the provision of other such reasonable accommodations, which shall include, but not be limited to, service and emotional support animals.</u></p>		<p>additional detailed policies and procedures addressing the provision of such reasonable accommodations, which shall include, but not be limited to, service and emotional support animals.”</p> <p>Agree.</p> <p>10/3/2020: Above suggestion approved by team.</p>
<p><u>11.15 Permitted Health Care Residents.</u> <u>If a resident member/primary occupant requires “substantial” live-in, long term, or terminal health care, as defined in Section 2 of these Bylaws, the resident member/primary occupant or an authorized person acting for the resident member/primary occupant may submit to the board a written request for approval of a Permitted Health Care Resident to live with the resident member/primary occupant. A Permitted Health Care Resident must be an adult over 18 years of age, who has been approved by the Board of Directors after</u></p>	<p>From California Civil Code Section 51.3</p> <p>(7) “Permitted health care resident” means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.</p> <p>A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the senior citizen from the dwelling unit only if both of the following are applicable:</p> <p>(A) The senior citizen became absent from the dwelling unit due to hospitalization or</p>	<p>Upon further review, suggest the ADDITION of a section for caregivers, as follows: (modified from the California Civic Code Section 51.3)</p> <p>If a Unit Owner, his/her spouse or Approved Resident (hereinafter referred to as the “qualified resident”) requires “substantial” live-in, long term, or terminal health care, as defined in Section 2 of these Bylaws, the qualified resident or an authorized person acting for the qualified resident may submit to the board a written request for approval of a Permitted Health Care Resident to live with the qualified resident. A Permitted Health Care Resident must be an adult over 18 years of age, who has been approved by the Board of Directors after submitting all application forms as required for any Approved Resident.</p> <p>“A permitted health care resident is the only exception allowed to the minimum age restriction, and he/she shall be entitled to continue occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the qualified residents only if both of the following are applicable:</p>

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<p><u>submitting all application forms as required for an Approved Resident.</u></p> <p><u>A Permitted Health Care Resident is an exception allowed to the minimum age restriction, and shall be entitled to continue occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the resident member/primary occupant only if both of the following are applicable:</u></p> <p><u>(A) The resident member/primary occupant became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to the dwelling unit within 90 days from the date the absence began, and</u></p> <p><u>(B) The absent resident member/primary occupant or an authorized person acting for the resident member/primary occupant submits a written request to the Board of Directors stating that the resident member/primary occupant desires that the Permitted Health Care Resident be allowed to remain in order to be present when the resident</u></p>	<p>other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began.</p> <p>(B) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the owner, board of directors, or governing board stating that the senior citizen desires that the permitted health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development.</p> <p>Upon written request by the senior citizen or an authorized person acting for the senior citizen, the owner, board of directors, or governing board shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the senior citizen's absence began, if it appears that the senior citizen will return within a period of time not to exceed an additional 90 days.</p>	<p>(A) The qualified resident became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to the dwelling unit within 90 days from the date the absence began, and</p> <p>(B) The absent qualified resident or an authorized person acting for the qualified resident submits a written request to the Board of Directors stating that the qualified resident desires that the permitted health care resident be allowed to remain in order to be present when the qualified resident returns to reside in the Unit. Upon written request by the qualified resident or an authorized person acting for the qualified resident, the Board of Directors shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the Unit Owner's or Approved Resident's absence began, if it appears that the qualified resident will return within a period of time not to exceed an additional 90 days."</p> <p>Agree, tho this sounds complex. Maybe because the words 'Unit Owner or Approved Resident' show up a dozen or so times. Maybe we can abbreviate? ;)></p> <p>10/3/20: Team agreed to substitute "qualified resident" for the words Unit Owner or Approved Resident". Approved as above with wording change.</p> <p>10/21/2020: Team decided to delete references to the Approved Resident, since he/she is not a member. "Qualified resident" was changed to "Unit Owner."</p> <p>10/29/2020: "Unit Owner" changed to "resident member/primary occupant" after legal consult with attorney on 10/28/2020.</p>
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<u>member/primary occupant returns to reside in the Unit. Upon written request by the resident member/primary occupant or an authorized person acting for the resident member/primary occupant, the Board of Directors shall have the discretion to allow a Permitted Health Care Resident to remain for a time period longer than 90 days from the date that the resident member/primary occupant's absence began, if it appears that the resident member/primary occupant will return within a period of time not to exceed an additional 90 days.</u>		
<u>11.16 Visitors. Minors under the age of eighteen (18) who visit during the day are prohibited from the common areas unless accompanied by an adult.</u>		11/11/20: Committee requested the addition of this section to cover safety concerns with regard to minors playing in or around the road and dock areas.

SECTION 12: TRANSFERS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>12. <u>TRANSFERS OF EQUITY RIGHTS AND OCCUPANCY RIGHTS.</u></p> <p>The primary object objective of the Association is to operate and maintain its property on a mutual and cooperative basis for the housing needs of its members. Valuable equity rights arise from the purchase of a membership certificate. To the fullest degree, these equity rights are deemed transferable, either absolutely or by way of pledge. The right of the person owning equity rights to occupy a unit under a Proprietary Lease is, however, a matter of discretionary decision of the Board of Directors, and every transfer involving a change in the right of occupancy (as defined in the Proprietary Leases) is subject to prior approval of the Board of Directors. The prior approval of the Board of Directors is not</p>	<p>From Master Form Proprietary Lease:</p> <p>41. <u>Unity of Membership Certificate and Lease.</u> The membership certificate of the Corporation held by the Lessee and allocated to the unit has been acquired and is owned subject to the following conditions agreed upon with the Corporation and with each of the other proprietary lessees for their mutual benefit:</p> <p style="padding-left: 40px;">A. The membership certificate represented by each certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this lease.</p> <p>Also from the Master Form Proprietary Lease:</p> <p>16. B. Assignment – The Lessee shall not assign this lease or transfer the membership certificate appurtenant or interest therein, and no such assignment or transfer shall take effect as against the Corporation</p>	<p>No changes suggested.</p> <p>Approved by team with no changes 8/5/2020.</p> <p>On Final review, change the word “object” to “objective”</p> <p>I feel obliged to repeat my email note of this morning. Why does Riverbend not make revenue (indeed, we spend \$\$ on underground utilities) on every sale? The lots, though leased, belong to the coop, are certainly valuable, and become more so every day. I could easily make a case that the lot at #25 is worth at least \$50k.</p> <p>10/3/2020: Team agreed that we need to include a provision for the board, at their discretion, to charge an additional fee for the value of a unit and/or membership share when the share is transferred. This subsection approved with word change.</p>

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<p>required for a transfer of an interest in a unit, except in the case of a sale where the transferee desires occupancy rights. However, no person or entity may own legal or beneficial title to more than two (2) membership certificates. In order to maintain a community of congenial, financially responsible residents, with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of occupancy rights and subleasing of units shall be subject to the following provisions:</p>	<p>for any purpose, until:</p> <p>(i) An instrument of assignment in form approved by the Corporation, executed and acknowledged by the Member/Lessee Assignor, shall be delivered to the Corporation: and</p> <p>(ii) An agreement executed and acknowledged by the Assignee, <u>who shall meet the membership requirements under this lease</u>, in form approved by the Corporation assuming and agreeing to be bound by all the covenants and conditions of this lease to be performed or complied with by the Lessee on and after the effective date of said assignment shall have been delivered to the Corporation, in which case the Lessee's lease shall be deemed transferred for the balance of the term of the lease as of the effective date of said assignment; and</p> <p>(iii) The membership certificate of the Corporation to which this lease is appurtenant shall have been delivered to the Corporation for cancellation and re-issuance of a certificate in favor of the Assignee, with proper transfer taxes paid and stamps affixed, if any; and</p> <p>(iv) At the option of the Lessor, subject to the provisions of Paragraph 21B, all sums due from the Lessee shall have been paid to the</p>	
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	<p>Corporation, together with a sum fixed by the Directors to cover a screening fee of the Corporation and its management in connection with such assignment and transfer of membership certificate, providing same does not exceed fifty dollars (\$50.00); and</p> <p>(v) Except in the case of an assignment, transfer or bequest of the membership certificate and this lease to the Lessee's spouse or adult siblings or parents and, except as otherwise provided in this lease, consent to such assignment shall have been authorized by resolution of the Directors or given in writing by a majority of the Directors.</p>	
<p>12.1 FORMS OF OWNERSHIP.</p> <p>(A) One Person. A membership certificate and proprietary lease may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.</p> <p>(B) Two or More Persons. Co-ownership of a membership certificate and proprietary lease by two (2) or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-</p>	<p>From Current Bylaws, Section 2.3:</p> <p>(e) Designation of Voting Member. If a membership certificate is owned by more than one member, the member entitled to cast the membership vote shall be designated in a certificate which shall be filed with the Secretary after being signed by all of the members owning an interest in such certificate. If a certificate is owned by a corporation, it shall designate the person entitled to cast the vote by certifying such person's name with the Secretary. Each such certificate shall be valid until revoked or superseded by a subsequent certificate. Notwithstanding the foregoing, if a certificate is owned jointly by a</p>	<p>Recommend changing the wording within the third sentence referring to "primary occupant," as follows:</p> <p>"If the co-owners are other than husband and wife, one of the owners must be designated by the remaining owners as the "voting member." The voting member shall be entitled to cast the membership vote and shall receive all notices legally required to be given to unit owners."</p> <p>Team requested adding a section on prohibition of ownership by multiple families.</p> <p>Approved by team with changes as recommended 8/5/2020. Relevant source: Current Bylaws, Section 2.3 (e).</p> <p>10/29/2020: Last part of (B) restored after consult with attorney 10/28/2020. In addition, the words "...unless an exception is approved by the Board of Directors" was added</p>

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<p>term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one (1) approved natural person as “primary occupant.” The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 11 12. No more than one (1) such change will be approved in any five (5) one (1) year period, <u>unless an exception is approved by the Board of Directors.</u></p>	<p>husband and wife, they may designate a voting member; or, not having designated a voting member, if only one is present at a meeting, that owner may cast the membership vote; or, if they are both present at a meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the membership certificate on that particular subject at that meeting.</p>	<p>to the last line to compensate for any unexpected circumstances, such as illness or death of the current Primary occupant, as suggested by the attorney.</p> <p>11/11/20: Committee changed the frequency of changing the primary occupant from 5 years to 1 year, based on consult with the attorney on 9/28.</p>
<p>(C) Ownership by Corporations, Partnerships, Trust. A membership certificate and proprietary lease may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several</p>	<p>From Proprietary Lease, Section 16.E.:</p> <p>E. Leases, subleases and assignments to Assignees other than individual Assignees (natural persons) are expressly prohibited unless written consent therefor is first obtained from the Directors.</p>	<p>I recommend changing this to say that a unit may be held in trust, deleting references to “primary occupant,” and adding another section that prohibits ownership by corporations, partnerships, or other entity which is not a natural person, per our proprietary lease. (Possibly replace the next section with the prohibition wording) Approved by team with changes as recommended 8/5/2020. Relevant Source: Master Form Proprietary Lease Section 16 (E).</p> <p>10/29/2020: Ownership by Corporations, Partnerships, Trusts restored after consult with attorney 10/28/2020. In addition, the words “...unless an exception is approved by the Board of Directors” was added to the last line to compensate for any unexpected circumstances, such as illness or death of the current Primary occupant, as suggested by the attorney.</p>

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<p>individuals or families. The approval of a trustee corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one (1) natural person to be the “primary occupant.” The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 11 12. No more than one (1) such change will be approved in any five (5) year period, <u>unless an exception is approved by the Board of Directors.</u></p>		
<p>(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 11.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action. If the ownership of a unit is</p>	<p>From Master Form Proprietary Lease, Section 16.E.</p> <p>E. Leases, subleases and assignments to Assignees other than individual Assignees (natural persons) are expressly prohibited unless written consent therefor is first obtained from the Directors. Directors' consent therefor may be withheld without limitation or explanation.</p>	<p>Suggest deleting this entire section, since it addresses “primary occupant” which we have previously rejected.</p> <p>Approved by team with changes as recommended 8/5/2020. Relevant Source: Master Form Proprietary Lease Section 16 (E).</p> <p>10/29/2020: Entire subsection restored per the legal consult on 10/28/2020.</p>

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such that the designation of a primary occupant is not required, the unit owner may, nevertheless, choose to designate one, subject to Board approval.		
<p>(E) Life Estate.</p> <p>A membership certificate and proprietary lease may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 11<u>12</u>.1(B), above.</p>		<p>No changes suggested.</p> <p>Team discussed adding another Section for Caregivers, including wording such as "extended stays by bonafide caregivers require board approval." (Addressed in new Subsection 11.16.)</p> <p>Approved by team with no changes 8/5/2020.</p>
12.2 <u>Procedures.</u>	From our Master Form Proprietary Lease Section 16.C. Right of First Refusal	Nothing in 617 or Harbor Lights or Tropicana.

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<p>(A) <u>Notice of Transaction.</u></p> <p>(1) <u>Sale or Gift.</u> Except as otherwise provided in Section 12.52(C) below, a member intending to transfer his occupancy rights by sale or gift or shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date or beginning date of occupancy, together with the name and address of the proposed transferee and an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board shall require a personal <u>or virtual meeting</u> interview with any transferee and his spouse, if any, <u>and background checks at the National and County level to include all counties of residence from 7 years prior to the date of application up to and including the date of application for each transferee, or as far back as currently permitted by law or commonly practiced,</u> as a</p>	<p>- In the event the Directors disapprove the proposed assignment or subletting, as the case may be, and if a Member still desires to consummate such subletting or assignment, the Member shall, thirty (30) days before such subletting or assignment, give written notice to the secretary of the Corporation of the Member's intention to assign or sublet on a certain date, together with the price and other terms thereof, and the Corporation shall promptly notify the members of the Corporation of the date, price and terms.</p> <p>Completely apart from and in addition to the Corporation's right to approve or disapprove any proposed sublease or assignment of the sublease, the Corporation is hereby given and granted a first right of refusal to sublet or assign, as the case may be, each proprietary lease and to transfer the membership certificate which is appurtenant thereto. <u>If the Corporation is desirous of exercising its first right of refusal to sublet or assign said proprietary lease and transfer its membership certificate on the same terms</u></p>	<p>719, 61B and DelRay were very similar. Nothing special to note.</p> <p>Keep the same no changes.</p> <p>Approved by team with change of the word "interview" to "meeting" 8/5/2020. No relevant sources cited.</p> <p>On final review, agree with the new Bylaws giving the board 30 days from the notice of intent to transfer, so no changes suggested there. Note: If occupancy occurs before approval, the applicant can be denied. See Section 12.2 (C)(i).</p> <p>Regarding the "personal" meeting, since all members of the BOD may not be available, we should include the words "or virtual". Also recommend adding background checks at the National and County level to include all counties of residence from 7 years prior to the date of application up to and including the date of application.</p> <p>10/3/2020: Above recommendations approved by team.</p> <p>Would change to say "as far back as commonly authorized by background check mechanisms" because, in the future, the number of years of data may not be available as far back as 7 years.</p> <p>10/21/2020: Team approved wording to include "or as currently permitted by law or commonly practiced."</p>
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pre-condition to approval.	<p>and conditions as are contained in a bona fide offer, then the Corporation shall notify the Member holding the proprietary lease of the exercise by the Corporation of its election to take an assignment or sublet as the case may be, such notice to be in writing and sent by certified mail to said Member within fifteen (15) days of receipt by the Corporation of the Member's notice to the secretary of the Corporation of the Member's intention to assign or sublet.</p>	
<p>(2) <u>Devise, Inheritance or Other Transfers.</u> The transferee must notify the Board of Directors of his acquisition of equity rights and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell the unit following the procedures in this Section. The Board of Directors shall have no authority to disapprove a transfer to the</p>	<p>617.0302 (9) (9) Purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated. This is preceeded by this: 617.0302 Corporate powers.—Every corporation not for profit organized under this chapter, unless otherwise provided in its articles of incorporation or bylaws, shall have power to:</p> <p>DelRay 7.1 Notwithstanding these provisions, the following person may occupy a Residence during any period of time in which more than 80% of the occupied Residences are occupied by one or more persons 55 years of age or older: (i) an Owner of</p>	<p>Del Ray 7.1 was under Age Restrictions, but, had this info on Devise or Inheritance. See 3rd copy from Del Ray..</p> <p>Approved by team with no changes 8/5/2020.</p>

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surviving spouse of a deceased member.	<p>a Lot who becomes an Owner by inheritance or devise; (ii) when the Owner of a Residence dies and the Owner's surviving spouse is under age 55 and becomes the sole occupant; said Owners may occupy their Residences even though they are under the age of 55; provided however that this provision does not allow for occupancy of persons under age 18 as specified in this section. In addition, the Association in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception shall not be permitted in situations where the granting of a hardship exception will result in violating applicable standards required by the Act to be maintained in order to qualify as housing for older persons.</p> <p>Del Ray on Transfers, Devise and Other Transfers 11.2 (B) and (C).</p> <p>(B) <u>Devise or Inheritance.</u> If any Lot Owner acquires his title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 11.3(A)(2) below. The approval shall not be denied to any devise or heir who was the prior Owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree.</p>	
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(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot before being approved by the Board of Directors under the procedures outlined in Section 11.3 below.

Poinsettia – Section 6. Section 6. Resales. If a Unit (*Share*) Owner sells a mobile home located in the Park to which a Unit (*Share*) is affixed, the purchaser of the mobile home also must purchase the member's Unit (*Share*) as a condition precedent to owning such mobile home. All sales and transfers of homes with shares require approval of a majority of the Board of Directors.

Poinsettia 4. Section 4. Transfer of Membership Certificates. Upon surrender to the Association of a certificate for membership duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Association to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the membership books of the Association which shall be kept at the principal office. All such transfers are subject to the condition that only owners of mobile homes and Units in the Park are eligible to be members in the

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	Association. A notice of the existence of restrictions on ownership must appear on the face of all certificates.	
<p>(3) <u>Demand.</u> with the notice required in Subsection (A) (1) above, the owner or transferee seeking approval may make a written demand that if the transfer of occupancy rights is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.</p>	<p>I've seen this in my research, by accident before I got to it...not sure where, but, it was very similar. No changes recommended</p> <p>Master Form Proprietary Lease Section 16.C: Right of First Refusal - In the event the Directors disapprove the proposed assignment or subletting, as the case may be, and if a Member still desires to consummate such subletting or assignment, the Member shall, thirty (30) days before such subletting or assignment, give written notice to the secretary of the Corporation of the Member's intention to assign or sublet on a certain date, together with the price and other terms thereof, and the Corporation shall promptly notify the members of the Corporation of the date, price and terms.</p> <p>Completely apart from and in addition to the Corporation's right to approve or disapprove any proposed sublease or assignment of the sublease, the Corporation is hereby given and granted a first right of refusal to sublet or assign, as the case may be, each proprietary lease</p>	<p>Interesting tidbit...617.2007 does not allow sponge packaging for commercial use...I think we should include this somewhere in our bi laws! Kay will look into removing this</p> <p>Approved by team with no changes 8/5/2020.</p> <p>I think this is the section that contains the "First Right of Refusal", although it doesn't say that. The board is given 30 days notice before the expected closing, to approve or not. If the board denies for no good cause, the owner may make a demand that the board provide a purchaser for the same price and terms (i.e. the board may purchase) I don't think the timeframe should be open-ended; so I would suggest that the demand must be made within 15 days of the denial, and then the board should have 30 days to furnish an alternate purchaser (which could be the board) OR...do we use similar language to that of our lease, only give the board 30 days instead of 15? Add additional wording similar to our current lease regarding the ROFR and give us 30 days.</p> <p>Agree that RB and the board should have at least 30 days to respond to right of first refusal. I think we often worry about the seller (which we should) to the detriment of the community (which we should not). 30 days (and a real process of consideration) would provide a chance to balance those two things.</p> <p>10/3/2020: After much discussion regarding 1) the need for this "Demand" section, 2) whether the board would deny without good cause, and 3) use of the word "demand",</p>

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	<p>and to transfer the membership certificate which is appurtenant thereto. If the Corporation is desirous of exercising its first right of refusal to sublet or assign said proprietary lease and transfer its membership certificate on the same terms and conditions as are contained in a bona fide offer, then the Corporation shall notify the Member holding the proprietary lease of the exercise by the Corporation of its election to take an assignment or sublet as the case may be, such notice to be in writing and sent by certified mail to said Member within fifteen (15) days of receipt by the Corporation of the Member's notice to the secretary of the Corporation of the Member's intention to assign or sublet.</p> <p>If the Corporation has elected to take an assignment or sublet as aforementioned, then, upon notifying the Member holding such proprietary lease and membership certificate of its election, the Corporation shall execute a sublease or assignment together with the membership certificate appurtenant thereto, and shall consummate said sublease or assignment on all the terms and conditions as those contained in the offer. In the event the</p>	<p>which the team did not like, the team decided that this section should be deleted and instead a section should be added entitled "First Right of Refusal" which consists of wording similar to current wording of our Lease, with the exception of giving the Association 30 days' notice instead of 15 days.</p> <p>10/7/2020: Team again discussed. There are more subsections which refer to this "demand" section, and the same wording is found in our current Proprietary lease. Team decided that this wording may be legally necessary, and was okay with it, because if the board disapproves for no good reason, and then doesn't provide a buyer within 30 days (either the board or another buyer), the seller may proceed with the sale as if the board had approved.</p> <p>What does the team think about getting clarification from the attorney, since this entire section regarding refusal for no good cause and then giving the board 30 days to come up with a buyer (which could be the board) may be the same thing as the "First Right of Refusal"?</p> <p>10/15: Team voted to ask board for legal clarification.</p> <p>10/29/2020: Subsection left as is, after consult with attorney on 10/28/2020.</p>
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	Directors do not exercise their right of first refusal within the fifteen (15) day period, then the Member desiring to sublet or assign may complete the sublease or assignment and transfer of appurtenant membership certificate within a reasonable time thereafter at the price and terms given in his notice, but at no other price or terms without repeating the procedure outlined above.	
(4) <u>Failure to Give Notice.</u> If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of a purported transfer. If any owner fails to obtain the Association's approval prior to selling a purported occupancy right in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intended to violate these Bylaws, and shall constitute good cause for Association disapproval.		Approved by team with no changes 8/5/2020.
(B) <u>Board Action.</u> Within thirty (30) days after receipt of the required notice and all information or interviews		Just an FYI...Membership Certificates have the signatures of the President and the Secretary, although I guess the Vice President could sign in lieu of the President if the President were incapacitated in some way.

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<p>requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be evidenced by the issuance of a new membership certificate executed by the President or Vice-President <u>and Secretary</u> of the Association to the transferee. <u>If a transfer is disapproved, the owner or the owner's agent shall be notified in writing of the reason for disapproval.</u> If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval.</p>		<p>Team discussed the first sentence, which was confusing, and decided that starting the sentence with the phrase "Not later..." is much more straightforward. The team also felt that, in order to protect both the homeowner and the Association, any disapproval must be sent in writing to the owner via certified mail, with the reason the transfer was disapproved.</p> <p>Approved by team with above changes as discussed on 8/5/2020. No relevant sources cited.</p> <p>On final review, it appears clearer! The board has 30 days from receipt of the notice and all required information to approve or disapprove; however, the board has up to 60 days from receipt of the original notice to approve or disapprove if they have not received all of the required information. The phrase "whichever comes first" means if the board gets all the information within 60 days of the notice, then they have to approve or disapprove within 30 days from receipt of all the information, and if they don't get all the information within 60 days of the notice, then they must either approve or disapprove by the 60th day. In the latter case, the 60 days came first! This is so the board won't be left hanging for months while they try to get all the information. This also means that if the closing is dependent upon approval, and it can't legally occur without it. If the transfer still occurs, then according to law, it becomes void, per Section 12.3 below. In addition, the Association has the legal right to obtain an injunction against the Owner(s) of the Unit and any or all Occupants in the Unit, removing the unauthorized Occupants, per Section 10.4(A) of these bylaws.</p> <p>Therefore, I suggest we accept the first sentence as written, since it will protect our community. Also keep our changes to the 2nd and 3rd sentences.</p> <p>YEP!</p> <p>10/3/2020: Above recommendations on final review approved by team.</p>
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		<p>We are still referring to certified mail, here. To be consistent with our previous communication requirements, should we just state that the owner shall be “notified” of the reason for disapproval?</p> <p>10/7/2020: Team agreed that the wording should be “notified <u>in writing</u> of the reason for disapproval.”</p>
<p>(C) <u>Disapproval of Transfers of Occupancy Rights.</u></p> <p><u>With Good Cause.</u> Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only failure to give proper notice as described in <u>Section 11.2 paragraph (A) above</u> and the following may be deemed to constitute good cause for disapproval:</p> <p>(a) <u>The person seeking approval (“person seeking approval” shall hereinafter mean all proposed occupants under the lease) does not comply with the Age Restrictions; or</u></p> <p>(a-b) The person seeking approval has been convicted of a felony involving violence to persons or</p>	<p>From Florida Statutes 744.3215 3) Rights that may be removed from a person by an order determining incapacity and which may be delegated to the guardian include the right:</p> <ul style="list-style-type: none"> (a) To contract. (b) To sue and defend lawsuits. (c) To apply for government benefits. (d) To manage property or to make any gift or disposition of property. (e) To determine his or her residence. (f) To consent to medical and mental health treatment. (g) To make decisions about his or her social environment or other social aspects of his or her life. <p>From Del Ray HOA Bylaws: 10.4 Grounds for Disapproval of Lease. The following may be deemed to constitute good cause for disapproval:</p> <ul style="list-style-type: none"> (i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration, Bylaws, Articles of Incorporation, or the applicable Rules and Regulations of the Association, as they may be amended from time to time, or the 	<p>Suggest adding:</p> <p>“The person seeking approval (“person seeking approval” shall hereinafter mean all proposed occupants under the lease) does not comply with the Age Restrictions;”</p> <p>Suggest adding to (a) concerning felonies “...driving under the influence,” and “or is a registered sexual offender or sexual predator under Florida Law. (From Del Ray). Also consider adding “In the event the conviction or convictions is/are more than 7 years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions; (Background checks typically do not go back further than 7 years.)</p> <p>Not sure of the exact definition of “dishonesty or moral turpitude” ??</p> <p>(Ken’s research of “<i>moral turpitude</i>”: An act or behavior that gravely violates the sentiment or accepted standard of the community; a quality of dishonesty or other immorality that is determined by a court to be present in the commission of a criminal offense.)</p>

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<p>property, a felony involving possession or sale of a controlled substance, <u>a felony involving driving under the influence</u>, or a felony demonstrating dishonesty or moral turpitude, or <u>is a registered sex offender or sexual predator under Florida Law. In the event the conviction or convictions are more than 7 years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions.</u></p> <p>(b-c) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;</p> <p>(e-d) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the occupancy restrictions applicable to the Cooperative;</p>	<p>occupancy would be inconsistent with the aforementioned documents;</p> <p>(ii) The person seeking approval (“person seeking approval” shall hereinafter mean all proposed occupants under the lease) does not comply with the Age Restrictions;</p> <p>(iii) the prospective lessee or any of the proposed occupants has been convicted of a misdemeanor or felony involving theft or violence to persons or property, or demonstrating dishonesty or moral turpitude, driving under the influence, or involving sale or possession of a controlled substance or is a registered sexual offender or sexual predator under Florida Law. For purposes of this provision, “conviction” shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a misdemeanor or felony under any state’s or foreign jurisdiction’s penal laws. In the event the conviction or convictions is/are more than 5 years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions;</p> <p>(iv) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts;</p> <p>(v) The Owner allows a prospective lessee to take possession of the premises prior to</p>	<p>Approved by team with recommended changes as above 8/12/2020. Relevant Sources: Del Ray Bylaws Section 10.4, Florida Highway Safety and Motor Vehicles.</p>
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	<p>written approval by the Association as provided for herein;</p> <p>(vi) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations;</p> <p>(vii) The person seeking approval failed to provide the information, fees or appearance requirement to perform an interview in order to process the application in a timely manner;</p> <p>(viii) The Owner and/or tenant(s) failed to execute a uniform lease or addendum required by the Association pursuant to this Section;</p> <p>From Florida Highway Safety and Motor Vehicles Website: <u>Definition of Felony DUI:</u> Repeat DUI offender or crash involving serious bodily injury or death.</p>	
<p>(d) (e) The person seeking occupancy rights has a history of disruptive behavior or disregard for the rights or property of others;</p> <p>(e-f) The person seeking occupancy rights has evidenced an attitude of disregard for association rules by his conduct in this Cooperative as a member or occupant of a unit; or</p>		<p>We need to address with an attorney any situations where the person seeking approval has been adjudicated as incapacitated, and therefore unable to care for himself/herself, sign consent forms, or manage his/her financial affairs. Our Association is not structured to provide for anyone who is not physically or mentally able to care for himself/herself and live independently. Suggest including the following to constitute good cause for denial:</p> <p><u>"The person seeking approval has been adjudicated as incapacitated and unable to care for himself/herself, manage property, legal affairs, or financial affairs and such person's guardian has not applied to reside with the person "</u></p>

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<p>(fg) The person seeking occupancy rights has failed to provide the information, fees or interviews required to process the application in a timely manner <u>within 60 days</u>, or provided false information during the application process;</p> <p>(gh) <u>The Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein; or</u></p> <p>(gi) The transfer to the person seeking approval would result in that person owning legal or beneficial title to more than two (2) membership certificates and Proprietary Leases.</p>		<p>Regarding item (g), the group questioned the meaning of the words "in a timely manner" (item g) and suggested adding a finite time limit, based on previous sections of these bylaws, i.e. <u>"within 30 days."</u></p> <p>Approved with recommended changes as above on 8/12/2020. Relevant Source: These Bylaws, Del Ray Bylaws, Section 10.4</p> <p><u>Revisited on 8/19/2020:</u> In order to prevent prospective sellers from allowing their buyers to move in before obtaining consent from the board of directors, suggest adding the following as a reason for denial (from Del Ray):</p> <p>"The Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein;"</p> <p>Approved by team with recommended change as above on 8/19/2020. Relevant Source: Del Ray Bylaws, Section 10.4</p> <p>On final review, suggest changing the timeframe in (g) from <u>30</u> days to <u>60</u> days, to avoid conflict with Section 12.2(B).</p> <p>10/3/2020: Above recommendation on final review approved by team.</p> <p>Need feedback for denial of applicants who have been adjudged incapacitated by the court, if they have been assigned a guardian. Guardians don't usually reside with the ward, and it is probably illegal to require them to. Haven't been able to find any information on that in my research.</p> <p>10/21/2020: Team approved of the removal of this item</p>
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<p>(2) <u>Without Good Cause.</u> The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 11.2 12.2 (A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by</p>	<p>Windmill Village:</p> <p>(10.4) Transfer of Membership Certificates: If a Membership certificate was issued to a husband and wife, then upon the demise of the first spouse the survivor shall automatically retain ownership as long as assessments and charges against the Shareholder are current. Certificates may pass to a Shareholder's heirs or devisees upon the death of the Shareholder, subject to the right reserved by the Corporation, represented by the Board of Administration, to disapprove the Shareholder's heir or devisee within thirty (30) days of written notification to the Corporation by said heir or devisee of the claim to ownership of the shares. In the event the Shareholder(s) heir or devisee is not approved by the Board of Administration, the said certificates shall be returned to the Corporation and the Corporation shall refund the face amount thereof promptly to the appropriate devisee(s) or heir(s).</p> <p>(10.5.) The Corporation shall repurchase a Shareholder Membership Certificate(s) in the following manner: (1) The Shareholder shall deliver said Membership Certificate(s) to the Corporation; (2) The Corporation shall make available said Membership Certificate(s) allotted shares for resale to qualifying prospective members of the Corporation; and (3) Upon the resale of said Membership Certificate(s) allotted shares to a qualifying member of the Corporation shall pay the former member the face value of each Membership Certificate previously delivered to and resold by the Corporation. The Corporation shall provide a written receipt to</p>	<p>No changes recommended, although this section could put the board and the association in an odd position if the board denies a transfer without cause or not within the rules. The board could be in the position of finding a suitable buyer, and in a short timeframe.</p> <p>I'm not sure if the Windmill Village section referred to here are applicable.</p> <p>Approved by team with no changes 8/19/2020.</p> <p>Need to discuss this section with team, as it refers to a section that we removed. Do we need to consider keeping the "Demand" subsection (11.2(A)(3)? Is it legally required?</p> <p>10/7/2020: Team decided to keep the "Demand" section of 12.2(A)(3), so this subsection is appropriate.</p>
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<p>the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and cooperative assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.</p>	<p>each Shareholder upon the delivery of a Shareholder Membership Certificate for which the allotted shares have become available for resale by the Corporation.</p>	
<p>(3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be</p>		<p>To be discussed 8/19/2020. Same comments as in section 2 above, No changes recommended.</p> <p>Approved by team with no changes 8/19/2020.</p>

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deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Membership shall be issued.		Team to discuss (see previous subsection) 10/7/20: Team approved leaving the "Demand" subsection (12.2(A)(3)) as unchanged, as this subsection refers to it.
12.3 <u>Unapproved Transfers.</u> Any sale or other transfer of occupancy rights which is not approved, or which is disapproved pursuant to the terms of these Bylaws shall be void unless subsequently approved in writing by the Board.		To be discussed 8/19/2020. No changes recommended. Approved by team with no changes 8/19/2020.
12.4 <u>Fees and Deposits Related to Approval to Occupy.</u> Whenever herein the Board's approval is required to allow the transfer of occupancy rights in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. <u>Additional per person fees may be authorized by the Board of Directors for the value of membership in the Association.</u> The Association may also require any deposits that are authorized by the Cooperative Act as amended from time to time.	719.106(i): (i) <i>Transfer fees.</i> —No charge may be made by the association or any body thereof in connection with the sale, mortgage, lease, sublease, or other transfer of a unit unless the association is required to approve such transfer and a fee for such approval is provided for in the cooperative documents. Any such fee may be preset, but in no event shall it exceed \$100 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. Nothing in this paragraph shall be construed to prohibit an association from requiring as a condition to permitting the letting or renting of a unit, when the association has such authority in the documents, the depositing into an escrow account maintained by the association a security deposit in an amount not to exceed the	There was some unusual wording in 719...suggest review by team On 8/12/2020, team discussed need to research additional fees charged by other coops, and how they fit into what is legally allowed. Discuss again 8/19/2020. 617.0122 has long list of fees.... Poinsettia Art XII has additional fees.... Windmill Sect 10 and sect 4 have several diff fees... 8/19/2020: Team discussed the current fees and whether or not they should be advertised as varying by applicant. The State currently allows a \$100 transfer fee per couple or \$100 per single person. Background check fees could run from \$70 to \$200 per person , depending on how many counties the applicant(s) have lived in. Final decision included recommending the board of directors set

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	<p>equivalent of 1 month's rent. The security deposit shall protect against damages to the common areas or cooperative property. Within 15 days after a tenant vacates the premises, the association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this paragraph shall be handled in the same fashion as disputes concerning security deposits under s. 83.49.</p> <p>DelRay 11.6: <u>Fees and Deposits Related to the Sale of Lots.</u> Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is obtaining an interest in the Lot except if such persons are husband and wife.</p> <p>Windmill Section 10.1 A.: All Membership Certificate purchases and transfers of said Membership Certificate for the assigned lot location will cost a five hundred dollar (\$500.00) fee payable to Windmill Village at Punta Gorda, Inc. The five hundred (\$500.00) fees must be paid prior to the purchaser or transferee receiving their new Certificate. To change the name on the Certificate (i.e. Joe Smith to Joe Smith Trust), the cost would be fifty dollars (\$50.00). Any fees incurred in the purchase of lot locations would be the responsibility of the buyer.</p>	<p>a fixed fee to cover both the application fee allowed by the state of Florida and the background fee. Recommend same Membership Certificate fee as Windmill Village Coop (\$500), with excess deposited into the Money Market (Reserve) Account for future infrastructure needs. Recommend sending a copy of Windmill Village's bylaws Section 10.1 A. to the board of directors.</p> <p>Team approved as above on 8/19/2020. Relevant Sources: 719.106(i) and Windmill Village Coop Bylaws 10.1 A.</p> <p>10/3/2020: During the meeting, the team decided to include language that would support charging some kind of fee for the value of membership. Approved.</p>
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<p>12.85 <u>Regulation by Association.</u> All of the provisions of the cooperative documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a guest to the same extent as against the member. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the cooperative documents, designating the Association as the owner's agent with the authority to evict the guest in the event of breach of such covenant, <u>shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.</u></p>	<p>719.303(3)(a)and (b):</p> <p>(a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the cooperative documents or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.</p> <p>(b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written</p>	<p>Suggest review of relevant sources by team.</p> <p>The team agreed that the second sentence is incomplete. Suggest reviewing all coop bylaws for similar wording to discover what may be missing, and discuss again.</p> <p>See Del Ray 10.12.</p> <p>Article XX in Tropiana might be interesting for this discussion....</p> <p>I think Kay found the missing part of the sentence in Del Ray 10.12! Suggest adding the following to the end of the section: “.. shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not”</p> <p>I'm with Kay! Well Done!</p>
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notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

Del Ray 10.12 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Del Ray 13.2:

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any Home under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any Owner to notify any person of the existence of the rules, or the

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covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

Harbor Lights Section 8.1:

Compliance and Default. Each Shareholder, Resident, Occupant, tenant, guest and invitee shall be governed by and shall comply with the terms of the Master Form Proprietary Lease, Articles of Incorporation, Bylaws and Rules and Regulations adopted by the Harbor Lights Board of Directors, all as amended from time to time. Failure to comply therewith shall entitle the Board of Directors or any Shareholder to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Harbor Lights shall arbitrate prior to litigation in such instances and manner as required by state law.

Windmill Section 13.3:

Guests and Visitors: A Guest, who is a person who stays overnight with a resident and who does not pay rent, shall be entitled to occupy the premises of the resident for a period of up to thirty (30) days within any twelve (12) month period upon the approval of the Community Manager. The number and frequency of visitors,

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	visiting for the day, shall not be limited. However since the recreational facilities of the Corporation are primarily for the use and enjoyment of the residents, the use of such facilities by visitors will be limited to thirty (30) days per visitor within any twelve (12) month period. Guests and visitors are entirely the responsibility of their hosts and all guests and visitors must comply with all the Rules & Regulations of the Corporation.	
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SECTION 13: EASEMENTS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>13. <u>EASEMENTS.</u> Each of the following easements is a covenant running with the land of the cooperative, to-wit:</p> <p>13.1 <u>Utility Services; Drainage.</u> Easements are reserved under, through and over the cooperative property as may be required for utility services and drainage in order to serve the cooperative. A unit owner shall do nothing on or under the unit that interferes with or impairs the utility services using these easements. The Directors shall have a right of access to each unit to inspect same, to maintain, repair or replace the pipes, wires, cables, conduits and other utility service facilities contained in or under the unit or elsewhere in the cooperative property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved;</p>		<p>No change</p> <p>Approved by team with no changes 8/12/2020.</p>

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<p>provided that such right of access shall not unreasonably interfere with the unit owner's permitted use of the unit, and entry shall be made on not less than one (1) day's notice except in the event of an emergency.</p>		
<p>13.2 <u>Traffic</u>. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, other portions of the common areas as may be from time to time intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through and across such portions of the common areas. Such easements shall be for the use and benefit of stockholders, institutional mortgagees or sublessees, all shareholders, and those claiming by, through or under them.</p>	<p>Definition of "Easement" from Wikipedia: An easement is a <u>nonpossessory</u> right to use and/or enter onto the <u>real property</u> of another without possessing it. It is "best typified in the right of way which one landowner, A, may enjoy over the land of another, B".^[1] It is similar to <u>real covenants</u> and <u>equitable servitudes</u>;^[2] in the United States, the <u>Restatement (Third) of Property</u> takes steps to merge these concepts as servitudes.^[3]</p> <p>Easements are helpful for providing pathways across two or more pieces of property, allowing individuals to access other properties or a resource, for example to <u>fish</u> in a privately owned pond or to have access to a public beach.</p> <p>From HOATalk.com: An easement is the legal right or privilege of a second party to cross, make limited use of, or apply certain restrictions to another party's property. Easements commonly concern the maintenance of utilities infrastructure or public rights-of-way. For instance, PG&E might retain the right to enter your yard in order to repair power lines, or community members might be permitted to use a pathway cutting through your property. Generally, easements remain with the land, regardless of the owner.</p>	<p>Cut: Such easements shall be for the use and benefit of stockholders, institutional mortgagees or sublessees, and those claiming by, through or under them.</p> <p>Good catch Doreen! We have no stockholders or sublessees and I don't believe the easements should be for institutional mortgagees! However, we do have <u>shareholders</u>, whom those easements should benefit.</p> <p>Team approved changing the last sentence to state that easements are for the benefit of all shareholders 8/12/2020. No Relevant Source cited.</p> <p>Team felt that easements, in order to benefit all shareholders, should extend from common area to common area, even if across units. (If easements go across paths and sidewalks, etc. only in common areas, then why the need for an easement?) Team to look up definitions of easements and discuss again.</p> <p>On final review, and after researching the term "easement", I would suggest substitution of the words "common areas" with "Association property." I would also suggest adding a phrase to give the Association an access easement whenever or wherever necessary to maintain the common areas. (for example, to maintain the seawall). We may want to change the name of the section to "Traffic and Access."</p> <p>10/7/20: Team discussed this at length, including the possible legal requirements for easements and decided to leave this section as it is, with no change.</p>

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13.3 <u>Covenant</u> . All easements, of whatever kind or character, whether heretofore or thereafter created shall constitute a covenant running with the land, shall survive the termination of the cooperative, and notwithstanding any other provisions of these Bylaws, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.		No change Approved by team with no change 8/12/2020.

SECTION 14: MAINTENANCE: LIMITATIONS UPON ALTERATIONS & IMPROVEMENTS

Section Title / Sub-Section of Boilerplate	<p>Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number)</p> <p><u>Relevant Sources:</u></p> <p>Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)</p>	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p><u>14 MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS.</u></p> <p>Responsibility for the protection, maintenance, repair and replacement of the cooperative property, and restrictions on its alteration and improvement shall be as follows:</p> <p>14.1 <u>Association Maintenance.</u> The Association will maintain and manage the cooperative property as a first class cooperative building, keeping the common area lawns, landscaping, parking areas, gardens, walkways, pool area, seawalls, boat docks and boat basin and all other common facilities in an attractive and sanitary condition for the use and benefit of the members. The cost is a common expense. The Association's responsibilities include, without limitation:</p>	<p>From our Rules & Regulations:</p> <p>C. YOUR MOBILE HOME SITE</p> <p>1. All utility rooms and location thereof must be approved by Management. All new structures or changes in size or location of existing structures require approval by Management.</p> <p>2. Maintenance and care of the lawn is the responsibility of the resident. Grass will be kept neatly trimmed and edged. Lawn mowing will be provided by park personnel as deemed necessary.</p> <p>3. If the yard of a unit becomes rundown and uncared for, park personnel will clean it up and the resident will be charged for the services rendered.</p> <p>4. Residents may plant trees with prior approval. All trees, regardless of location, when they become unmanageable for the individual resident or park personnel to provide required maintenance, shall be handled commercially at the expense of the Corporation.</p> <p>5. All underground water and sewer lines are deemed to belong to the Corporation and any cost for repair and maintenance will be the</p>	<p>No changes suggested.</p> <p>Team recommended deleting the words "building" and "pool area" in the first sentence of 14.1</p> <p>Approved by team with above changes 8/19/2020.</p>

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<p>(A) All underground water and sewer lines.</p> <p>(B) Utility lines (telephone, cable, electrical) to the boundary of the lot.</p>	<p>responsibility of the Corporation.</p> <p>Any above ground water and sewer lines are deemed to belong to the resident and they are responsible for the cost of repair and maintenance.</p> <p>The Corporation is responsible for bringing other utilities (telephone, cable, electric) to the boundary of the lot, but is not responsible for maintaining said lines to the connection of the mobile home.</p> <p>6. Installation of any clothesline must receive prior Management approval.</p> <p>7. Citrus trees require planting approval as to location, but ownership and responsibility for maintenance and removal remain with the resident of the unit where the trees are located.</p>	
<p>All incidental damage caused to a unit or common areas by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be common expense. The Association shall not be responsible for damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein, nor shall the Association be responsible for repair or</p>		<p>No changes suggested.</p> <p>Approved by team with no changes 8/19/2020.</p>

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<p>restoration costs if the need for the work was caused by the negligence of the owner. If any repairs become necessary to the plumbing, electric wiring or other systems or installations providing general service to the community, the Association will execute such repairs with due diligence, not being liable for interruptions in the supply of services or other temporary interruptions in the proper operation of said community.</p>		
<p>14.2 <u>Owner Maintenance.</u> The owner of each unit shall, at the owner's expense, keep the unit lot and mobile home in a good state of repair, including all plumbing and electrical fixtures. The owner's services include, without limitation, the maintenance, repair and replacement of:</p> <p>(A) Maintenance and care of the lot lawn. <u>No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. All lawns shall be mowed at reasonable intervals.</u></p>	<p>From Boilerplate: 11. USE RESTRICTIONS.</p> <p>11.10 <u>Lawn Care.</u> No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. All lawns shall be mowed at reasonable intervals.</p>	<p>Suggest removing section 11.10 from the boilerplate, as it belongs in the Rules and Regulations.</p> <p>Team recommended removing the word "mobile", as not all our units have mobile homes.</p> <p>Approved by team with above changes 8/19/2020.</p> <p>On final review-(A) Suggest moving the Lawn Care subsection (2nd and 3rd lines) from Section 11-Use Restrictions, since it seemed to make more sense to have it here.</p> <p>10/7/20: Team approved change as above.</p>

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<p>(B) All trees, including citrus trees planted by the owner on the lot with prior approval of the Association.</p>		
<p>14.3 <u>Alteration of Units or Common Areas by Unit Owners</u> No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common areas, or in any manner change the exterior appearance of any portion of the cooperative, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the cooperative in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. <u>Any item determined by a majority of the board of directors to be offensive or objectionable to the community shall not be visible from outside the unit, and when it is, shall be immediately removed by the unit owner.</u> Whenever a unit</p>		<p>No changes recommended, though I find this section to be overly restrictive, particularly the following: ‘Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors.’</p> <p>I know there have been recent issues with folks getting carried away with changes, but we should be able to do minor things like paint a shutter or add a blind. If we’re going to be this specific, will we mandate color schemes, etc? I’m in agreement on major things like additions, etc., as those things can directly affect our neighbors.</p> <p>The boilerplate also reads as though the board has total sway over this, and the homeowner has no recourse.</p> <p>Team also recommended changing the second sentence to read as follows: “Any item determined by a majority of the board of directors to be offensive or objectionable to the community shall not be visible from outside the unit, and if so, shall be immediately removed by the unit owner.”</p> <p>Approved by team with above changes as recommended by team on 8/19/2020. No relevant sources cited.</p>

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owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common areas, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. No owner may alter the landscaping of the common areas in any way without prior Board approval. If a unit owner makes any modifications installations or additions to his unit or the common areas, the unit owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installation or additions, as well as the cost of repairing any damage to the common areas or units resulting from such modifications, alterations or addition		
<u>14.4 Alterations and Additions to Common Areas and Association Property.</u> The protection, maintenance, repair, insurance and replacement of the common areas and association property is the responsibility of	<u>719.1055 (3)(a) Unless other procedures are provided in the cooperative documents or such action is expressly prohibited by the articles of incorporation or bylaws of the cooperative, the association may materially alter, convert, lease, or modify the common areas of the mobile home</u>	Team discussed using a percentage cap to account for inflation over the years, rather than a fixed amount for triggering the member approval requirement. Recommended cap: 30% of the annual budget. Approved by team with above change on 8/19/2020.

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<p>the Association and the cost is a common expense. Beyond this function, <u>excluding items already set aside for deferred maintenance</u>, the Association shall make no material alteration of, nor substantial additions to, the common areas or the real property owned by the Association costing more than twenty-five thousand dollars (\$25,000) <u>thirty percent (30%) of the current annual budget</u> in the aggregate in any calendar year without prior approval of at least a <u>two-thirds (2/3)</u> majority of the voting interests present in voting in person or by proxy at any annual or special meeting called for the purpose. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the <u>immediate safety of the</u> common areas or association property also constitutes a material alteration or substantial additions, no prior unit owner approval is required.</p>	<p>cooperative if the action is approved by two-thirds of the total voting interests of the cooperative.</p>	<p>Recommend the following:</p> <ol style="list-style-type: none"> 1. A two-thirds approval (rather than a majority) for changes to the common areas in keeping with Chapter 719. 2. Excluding items already set aside for deferred maintenance (Reserves) from this requirement. 3. Changing the last line to read: "If work reasonably necessary to protect, maintain, repair, replace or insure <u>the immediate safety of</u> common areas or association property also constitutes a material alteration or substantial additions, no prior unit owner approval is required. <p>Approved by team with above changes on 8/26/2020.</p>
<p>14.5 <u>Enforcement of Maintenance</u>. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common areas as required above, the</p>		<p>Take out reasonable attorney fees. What is reasonable? Just say attorneys fees</p> <p>Team discussed the word "reasonable" and felt it was likely a required legal term. However, it was recommended to add the words "if any" after the word "sublessee".</p>

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<p>Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or appurtenant limited common areas, with or without notice to or consent of the sublessee, or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit or on appurtenant limited common areas as authorized by these Bylaws shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.</p>		<p>Approved by team with above changes 8/19/2020.</p> <p>On final review-Suggest getting rid of Sublessee throughout this document!</p> <p>Team agreed on 10/7/20.</p>
<p>14.6 <u>Negligence; Damage Caused by Condition in Unit.</u> The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common areas, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, <u>or</u> agents or sublessees. Each unit owner has a duty to maintain his unit, any limited common area</p>		<p>employees, agents, or sublessees. Remove.....</p> <p>Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread AND CHARGE RESPONSIBLE FOR COSTS I know it already says that but bears repeating?</p> <p>Team discussed the owner having an employee or agent, and decided to add the words "if any" after the word "sublessees".</p> <p>Approved with the above change 8/19/2020.</p>

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<p>appurtenant to the unit (except those limited common areas required to be maintained by the Association, as provided in Section 14.1), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common areas or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common areas, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.</p>		<p>10/30/2020: On last pass, deleted "sublessees" per previous Committee approval.</p>
<p>14.7 <u>Association's Access to Units</u>. The Association has an irrevocable right of access to the units for the purposes of</p>	<p><u>Harbour Lights 17.1</u> Harbor Lights shall have a right of access to each Unit or Lot to maintain, repair or replace the pipes, wires,</p>	<p>No changes recommended..</p> <p>Team approved with no changes 8/19/2020.</p>

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<p>protecting, maintaining, repairing and replacing the common areas or portions of a unit to be maintained by the Association under these Bylaws, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done</p>	<p>cables, conduits and other utility service facilities contained in or under the Unit or Lot or elsewhere in the Cooperative Property if such access is necessary to prevent damage to the Unit or another Unit, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Shareholder's permitted use of the Unit, and entry shall be made on not less than one (1) day's advance notice, except in the event of an emergency.</p>	
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to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key		
<p>14.8 <u>Pest Control</u>. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Cooperative, in which even the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.</p>		<p>I found nothing on pest control. I had no idea that we supposedly have a pest control program??? It's a long paragraph for something, if needed, I guess.</p> <p>Team approved with no changes other than correcting the spelling of the word "licensed"</p>

Section 15: RULES AND REGULATIONS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>15. <u>RULES AND REGULATIONS.</u> The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.</p> <p><u>Upon prior written application by any member, the Board of Directors may make limited temporary exceptions to the rules and restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose</u></p>	<p>Current Bylaws:</p> <p>ARTICLE XX. RULES AND REGULATIONS</p> <p>Rules and Regulations may be adopted and amended from time to time and shall be deemed in effect until amended by the Directors and shall apply to and be binding upon all members. The members shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. <u>In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a fifty-one percent (51%) majority vote of the Directors; no vote of the membership shall be required.</u> A change, amendment or adoption of a rule and regulation shall</p>	<p>Do we want to say anything about variances? Temporary only? Only under extenuating circumstances? Or Prohibited completely?</p> <p>Team decided to do further research on whether a Cooperative association can or should allow variances from the Rules and Regulations, allow with limitations, or not allow them at all. To be discussed next week</p> <p>On final review-A cooperative is supposed to be an organization that shares everything equally, including use of the common areas, expenses and surplus. If the Association can levy fines or suspensions (719.303) for not following the rules, then those rules must be pretty important for <u>all</u> members to follow. Obviously, when the rules are varied for one owner, it is not treating all owners equally. Propose to allow variances only with the following strict limitation, barring an urgent need:</p> <ol style="list-style-type: none"> 1. Member requesting variance submits request in writing to a "Rules Committee." (This can be the same committee that considers whether or not to levy a fine or suspension set by the board.) 2. Rules Committee sets a hearing date to occur within 14 days of the request date. Notice of hearing must be posted 48 hours in advance and must be open to all unit owners. 3. As a result of the hearing, the Rules Committee makes an

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<p><u>of avoiding undue hardship or inequity. Such exceptions shall be strictly limited to extraordinary circumstances, and the making of one exception shall not be construed as a precedent for later exceptions.</u></p>	<p>not require an amendment to the Bylaws. The rules and regulations, in full force and effect as of the date of these Bylaws, being attached hereto, are made a part hereof as though set out in full.</p> <p>719.303 (3) <u>The association may levy reasonable fines for failure of the unit owner or the unit's occupant, licensee, or invitee to comply with any provision of the cooperative documents or reasonable rules of the association.</u> A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.</p> <p>(a) <u>An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the cooperative documents or reasonable rules of the association.</u> This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.</p>	<p>official recommendation to the Board of Directors to approve/not approve based on that recommendation.</p> <p>4. If denied, there should be an appeals process.</p> <p>Consider the following wording:</p> <p>“A request for temporary variance by a unit owner shall be considered by a committee which shall hold a hearing within 14 days of submission for the purpose of considering if the variance may be necessary to avoid undue hardship. The committee shall be appointed as stipulated in Section 16.4 of these Bylaws, with the additional requirement that the requesting member and his household may not serve. The committee shall post 48 hours' notice of the hearing and such hearing shall be open to all unit owners. Committee members may vote using any method of secret balloting. If such temporary variance is granted, no violation of the conditions, covenants and restrictions contained within these Bylaws shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of these Bylaws for any purpose except as to the particular provisions hereof covered by the variance, nor shall it affect in any way the unit owner's obligation to comply with all restrictions contained within the governing documents of this Association. The requesting unit owner has the right to appeal.”</p> <p>10/7/20: Team voted to make the suggested wording more general, and simplify the legal wording. Recommend to the board that the more specific wording be utilized in the Rules and Regulations.</p> <p>11/4/2020: After legal consult with lawyer, team decided to omit any reference to a committee voting on variances. Instead, language was inserted which allows very limited variances.</p>
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SECTION 16: COMPLIANCE & DEFAULT

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>16. COMPLIANCE AND DEFAULT; REMEDIES. The following provisions shall apply:</p> <p>16.1 Duty to Comply; Right to Sue. Each member and his <u>sublessees, approved or permitted resident,</u> house guests and invitees, and the Association, shall be governed by and shall comply with the provisions of the Cooperative Act, these Bylaws, the Proprietary Lease and the rules and regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:</p> <p>(A) The Association;</p> <p>(B) A member;</p> <p>(C) Anyone who occupies or is a guest in a unit; or</p>	<p>719.303 Obligations of owners.— (1) Each unit owner, each tenant and other invitee, and each association shall be governed by, and shall comply with the provisions of, this chapter, the cooperative documents, the documents creating the association, and the association bylaws, and the provisions thereof shall be deemed expressly incorporated into any lease of a unit.</p> <p>Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:</p> <p>(a) The association.</p> <p>(b) A unit owner.</p> <p>(c) Directors designated by the developer, for actions taken by them prior to the time control of the association is assumed by unit owners other than the developer.</p> <p>(d) Any director who willfully and knowingly fails to comply with these provisions.</p> <p>(e) Any tenant leasing a unit, and any other invitee occupying a unit.</p> <p>The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in s. 719.503(1)(a) is entitled to recover reasonable attorney's fees. A unit owner prevailing in</p>	<p>No changes recommended</p> <p>The Team recommended adding "if any" after "sublessee."</p> <p>Team approved with above change 8/26/2020.</p> <p>On final review-Since we don't allow sublessees, but do now allow "Approved Residents" and Permitted Health Care Residents" I suggest we change the wording to: "Each member and approved or permitted resident, house guests and invitees, and the Association, shall be governed by..."</p> <p>Since these Bylaws supersede the Lease, we can prohibit sublessees in this document even though the Lease allows them. (Sorry, team, I didn't realize this before, but the light is on now!) I will go through the entire document and make sure there is no mention of sublessees other than to say they are prohibited.</p> <p>10/7/20: Approved as above.</p>

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<p>(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.</p>	<p>an action between the association and the unit owner under this section, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this subsection shall not be deemed to be actions for specific performance.</p>	
<p>16.2 <u>Waiver of Rights.</u> The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the cooperative documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Cooperative Act may not be waived by a member if the waiver would adversely affect the rights of the member or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws.</p>		<p>No changes recommended.</p> <p>Team approved with no change 8/26/2020.</p>
<p>16.3 <u>Attorneys' Fees.</u> In any legal proceeding arising out of an alleged failure of a guest, sublessee, unit owner or the Association to comply with the requirements of the Cooperative</p>	<p>From Windmill Coop Bylaws:</p> <p>(12.3) Costs and Attorney's Fees: In the event that the Corporation is required to retain the services of an attorney or incurs any costs or expenses in order to enforce the</p>	<p>Other sources either had nothing to find, or something similar. Except, Tropicana said "losing party to pay the costs....with a reasonable attorney's fee"</p> <p>May discuss this or no change....</p>

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<p>Act or the cooperative documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the court, except as otherwise provided by law.</p>	<p>obligations of a Shareholder or renter such fees, costs and expenses shall be chargeable to the defaulting party. In the event that there should be a forfeiture of a Membership Certificate, such fees, costs and expenses will be deducted from any amount which may be otherwise due to the defaulting Shareholder as a result of the surrender of his/her Membership Certificate.</p>	<p>Team approved with no change 8/26/2020.</p> <p>Suggest we get rid of "</p>
<p>16.4 <u>Fines</u>. The Board of Directors may levy fines against units whose owners commit violations of the Cooperative Act, the provisions of the cooperative documents or the rules and regulations, or condone such violations by their family members, approved or permitted residents or guests or sublessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:</p> <p>(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:</p>		<p>Basically all the same...DelRay had \$1000maximum for 1st , plus \$1000 for continuing the infraction. Might suspend use of common areas.</p> <p>May have a fine w/o notice for nonpayment of assessments or other charges when due.</p> <p>Windmill can impose fine on more than 1 person, if he/she is a responsible person for the inraction.</p> <p>Several said 'no notice needed for nonpayment of dues.</p> <p>Otherwise, mostly the same</p> <p>Team discussed adding the word "must" regarding fines, but decided to consider that as a recommendation to the BOD to add to the Rules and Regulations at a later date. Approved with addition of "if any" after "sublessees" 8/26/2020.</p> <p>10/30/2020: On final review, replaced "sublessees" per previous Committee approval.</p>

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<p>(1) A statement of the date, time and place of the hearing; and</p> <p>(2) A specific designation of the provisions of these Bylaws or rules which are alleged to have been violated; and,</p> <p>(3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and</p> <p>(4) The amount of any proposed fine.</p>		
<p>(B) At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors <u>or the spouse, parent, child, brother, or sister of a director, and none of whom are from the same unit.</u> If the committee, by majority vote, does not agree with the fine, it may not be levied.</p>	<p>No changes, just want you to see some differences.</p> <p>719.303(3) (b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, <u>or the spouse, parent, child, brother, or sister of an officer, director, or employee.</u> The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or</p>	<p>719 – after hearing, fine due in 5 days, if not paid, may not have use of common areas. No hearing needed for normal fees and assessments. 90 days delinquent, notice of hearing does not apply.</p> <p>Harbor Lights – requires 20 days' notice And has a Fine Review Committee to determine if fine necessary. Party has 30 days to pay fine of \$100, plus \$100/day till paid, up to \$1000. Windmill – mostly the same, \$25 each violation..shall not become a lien, 14 day notice of hearing. If committee does not impose a fine, board cannot issue a fine.</p> <p>Team approved on 8/26/2020 with the addition of the wording from the Cooperative Act regarding who may serve on the hearing panel. Relevant Source: 719.303(3)(b).</p> <p>Suggest adding restriction of no more than one representative per unit.</p> <p>10/7/20: Approved as above.</p>

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	suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.	
16.5 <u>Correction of Health and Safety Hazards.</u> Any conditions or violations which are deemed by the Board of Directors to present a hazard to the public or safety may <u>must be brought to the responsible member's attention for immediate correction. If the member cannot be reached or otherwise cannot correct the situation immediately, then it will</u> be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the member responsible for the condition or violation.		<p>If a Board is going to fulfill its duty to protect the Association, it must exercise its authority to make decisions on behalf of the Association member's safety and general well-being, and reach out to experts – like an HOA manager – for advice. https://www.hignellhoa.com/</p> <p>Team approved on 8/26/2020 with the addition of wording requiring notice to the owner to correct the situation immediately, and if the owner cannot be reached, then the Association must correct immediately.</p>
16.6 <u>Mandatory Non-Binding Arbitration.</u> In the event of any "dispute" as defined in Section 719.1255 of the Cooperative Act, between a unit owner and the Association arising from the operation of the cooperative, the parties must submit the dispute to mandatory non-binding		<p>See 719.1255 no argument</p> <p>Team approved with no change 8/26/2020.</p>

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arbitration under the rules of the Division of Florida Land Sales, Cooperatives and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.		
16.7 <u>Surrender of Premises</u> . In the event of termination of a Proprietary Lease or loss of occupancy rights thereunder, the member in possession, or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the unit to the Association in good repair, ordinary wear and tear excepted. The member, for himself and any successor in interest, by operation of law or otherwise, shall be deemed to have waived any and all notice and demand for possession as required by the laws of the State of Florida.		No change Team approved with no change 8/26/2020.
16.8 <u>Availability of Remedies</u> . Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal		I did not find this agreement to all the above, including surrender of premises, in other documentation. I think the following is a bit onerous, particularly the bolded portion: "agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies." While it probably would never happen, the board could conceivably order very harsh, personal penalties on the

SECTION 16: COMPLIANCE & DEFAULT

<p>remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the cooperative property free from unreasonable restraint and annoyance.</p>		<p>homeowner. Perhaps I'm being paranoid...</p> <p>I can recommend no other changes, other than there are far too many words, and the intent is difficult to understand.</p> <p>After discussing the protections contained within Chapter 719 regarding fines and suspensions, the team approved with no change 8/26/2020.</p>
<p>16.9 <u>No Election of Remedies.</u> All rights, remedies and privileges granted to the Association or unit owners under any terms, provisions, covenants, or conditions of the cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the cooperative documents, or at law or in equity.</p>	<p>Current RB bylaws:</p> <p>11.4 Election of Remedies. All rights, remedies and privileges granted to the Corporation or a member pursuant to any terms, provisions, covenants or conditions of the Cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Cooperative documents.</p>	<p>This section appears to reflect our current bylaws, so I have no recommended changes. Refer this to lawyer to define if needed in our documents.</p> <p>Similar wording to our current Bylaws. The Team questioned the need for this section, other than as a legal requirement. When these Bylaws are given to the attorney for review, suggest referring him to this section and inquire the need for it. Other than that, team approved with no change 8/26/2020.</p>

SECTION 17: SALE OF CORPORATE PROPERTY

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>17. <u>SALE OF CORPORATE PROPERTY</u>. Upon the sale of the cooperative property, whether occasioned by voluntary disposition thereof, or as part of the dissolution or liquidation of the affairs of the corporation, all members having valid membership certificates then outstanding shall be entitled to share in the net proceeds of sale and in any other property assets authorized to be distributed. Each of such members shall be entitled to receive, as his share of the distributive assets, his pro-rata share of the gross sales price <u>net proceeds from the sale</u> of the cooperative property, based on the proportionate appraised value of each unit <u>and the common areas</u> at the time of sale less any sums which the member may owe the corporation, including any arrearage of annual or special assessments. Two independent appraisers will be</p>	<p>Yes! The team did good...</p>	<p>Team suggested distribution of net proceeds rather than gross sales price, as there will likely be legal and realtor fees, and possibly court costs. Also, the common areas would contribute to the value of the property, so should be taken into account.</p> <p>Approved by team with changes as suggested 9/2/2020.</p>

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<p>engaged to appraise the value of the units and a third independent appraiser mutually chosen by the two will reconcile any variations between the two appraisals. The third appraiser's findings will be the set appraised unit <u>and common area</u> values unless wholly unreasonable. If any owner(s) challenge any of the final values as unreasonable, the challenge will be settled by an arbitrator mutually agreed to by the owner(s) and the Association. Unless otherwise voted by the members, the Directors then in office shall serve as Trustees for the Association and the members in the division of all distributable assets.</p>		
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SECTION 18: AMENDMENT OF BYLAWS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>18. <u>AMENDMENT OF BYLAWS</u>. Amendments to these Bylaws shall be proposed and adopted in the following manner:</p> <p>18.1 <u>Proposal</u>. Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4th) of the voting interests.</p>	<p>DelRay says same thing Art VII</p>	<p>No change recommended</p> <p>Approved by team with no changes 9/2/2020.</p>
<p>18.2 <u>Procedure</u>. Upon any amendment or amendments to these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.</p>	<p>DelRay says same thing</p> <p>Tropicana Coop Bylaws:</p> <p>ARTICLE X. AMENDMENTS</p> <p>Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:</p> <p>10.1 Proposal of Amendments. A resolution for the adoption of an amendment to these Bylaws may be proposed either by a majority of the Directors or by not less than twenty percent (20%) of the members entitled to vote.</p>	<p>No change recommended</p> <p>Approved by team with no changes 9/2/2020.</p>

SECTION 18: AMENDMENT OF BYLAWS

	<p>10.2 Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.</p> <p>10.3 Adoption. Amendment may be adopted by a two-thirds (2/3) vote at the meeting set forth in notice given pursuant to Section 10.2.</p> <p>10.4 Consent to Certain Amendments. No amendments to the Bylaws shall be valid without the written consent of one hundred percent (100%) of the members affected by any amendment that changes the configuration or size of any unit in any material fashion or that materially alters or modifies the appurtenances of the unit or changes the proportion or percentage by which the member shares the common expenses and the common surplus and equity in the Corporation or changes or modifications in voting rights or location of a member's unit.</p>	
<p>18.3 <u>Vote Required.</u> Except as otherwise provided by law, or by specific provision of the cooperative documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy at</p>	<p>Windmill Coop, Section 21 - -Amendments</p> <p>(21.1) An amendment or change to these Bylaws may be proposed by either the Board of Administration or by the Shareholders, who may propose such an amendment in writing directed to the Board of Administration signed by the Shareholders representing not less than ten percent</p>	<p>Words here are consistent with the remainder of this section. No changes suggested.</p> <p>Approved by team with no changes 9/2/2020.</p>

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<p>any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.</p>	<p>(10 %) of the shares outstanding. Upon an amendment being proposed, as herein provided for, the President must call a meeting of the Shareholders to be held no sooner than thirty (30) days and no later than sixty (60) days thereafter for the purpose of considering said amendment.</p> <p>Such approval of said amendment must be by not less than fifty-one percent (51%) of the shares of those voting, provided a quorum of the Shareholders is in attendance at the meeting either in person or represented by proxy.</p> <p>(21.2) Execution and Recording: A copy of each amendment shall be attached to a Membership Certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which Certificate shall be executed by the Corporation with the formalities of a deed and thereafter, inserted in the Corporation records.</p> <p>719.1055 (4)(a) If the cooperative documents fail to provide a method of amendment, the documents may be amended as to all matters except those described in subsection (1) if the amendment is approved by the owners of not less than two-thirds of the units.</p> <p>(b) No provision of the cooperative documents shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the cooperative documents shall contain the full text of the provision to be amended, new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens.</p>	
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SECTION 18: AMENDMENT OF BYLAWS

	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 document. See provision for present text."	
18.4 <u>Recording; Effective Date.</u> A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the legal description of the cooperative property.	(21.2) Execution and Recording: A copy of each amendment shall be attached to a Membership Windmill Coop, Section 21 - -Amendments Certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which Certificate shall be executed by the Corporation with the formalities of a deed and thereafter, inserted in the Corporation records.	I assume that s single certificate will cover all of our amendments to cover this section. If so, no changes are recommended/ Approved by team with no changes 9/2/2020.

SECTION 19: MISCELLANEOUS

Section Title / Sub-Section of Boilerplate	Copied and Pasted Wording from Relevant Source(s) if Different from Boilerplate (include section number) <u>Relevant Sources:</u> Chapter 719 Chapter 617 Current Bylaws Proprietary Lease Rules and Regs Other Coop Bylaws Housing for Older Persons Part 100, Subpart E. Pertinent web-based document (i.e. Q&A from myflorida.gov, article from The South Florida Cooperator)	Notes and Recommended Wording if Different from Boilerplate (consensus of opinion, as discussed)
<p>19. <u>MISCELLANEOUS.</u></p> <p>19.1 <u>Gender.</u> Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.</p> <p>19.2 <u>Severability.</u> Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.</p>	<p>From Current Bylaws: ARTICLE XXI. CONSTRUCTION</p> <p>Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.</p> <p>Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.</p>	<p>No changes suggested.</p> <p>Team approved with no changes 9/2/2020.</p>
<p>19.3 <u>Conflict.</u> If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, and the Cooperative Act, the Cooperative Act shall control.</p>	<p>From Harbor Lights Coop Bylaws: ARTICLE 21. PRIORITY OF DOCUMENTS</p> <p>If there is a conflict between any provisions of the Cooperative documents, they shall take priority in the following order:</p>	<p>This doesn't indicate which takes priority in case of a conflict between the Rules and Regulations and the Lease. Suggest adding the list from Harbor Lights Bylaws, to cover any other conflicts, as follows:</p> <p>“If any other conflicts should arise, the order of priority and control shall be as follows: 1) Chapter 719, Florida</p>

SECTION 19: MISCELLANEOUS

<p>If there is a conflict between these Bylaws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail over the provisions of these Bylaws. If the Proprietary Leases or the Association rules and regulations are in conflict with these Bylaws, these Bylaws shall control.<u>and other governing documents, the order of priority and control shall be as follows: 1) Chapter 719, Florida Statutes ("Cooperative Act"); 2) Articles of Incorporation; 3) Bylaws; 4) Master Form Proprietary Lease; and 5) Rules and Regulations.</u></p>	<ol style="list-style-type: none"> 1. Chapter 719, Florida Statutes; 2. Articles of Incorporation; 3. Bylaws; 4. Master Form Proprietary Lease; and 5. Rules and Regulations; 	<p>Statutes ("Cooperative Act"); 2) Articles of Incorporation; 3) Bylaws; 4) Master Form Proprietary Lease; and 5) Rules and Regulations."</p> <p>The team recommended not adding the above, but replacing most of the wording in the boilerplate with the above, because it is easier to understand.</p> <p>Approved by team with changes as above on 9/2/2020.</p>
<p>19.4 <u>Interpretation.</u> The Board of Directors is responsible for interpreting the provisions of these Bylaws. Such interpretation adopted by the Board shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.</p>		<p>No changes suggested.</p> <p>Approved by team with no changes 9/2/2020.</p>