

AMENDED  
BYLAWS OF  
ARIANA SHORES HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION  
RESTATED NOVEMBER 1992

ARTICLE 1 GENERAL PROVISIONS

1.1 Name. The name of this Corporation shall be ARIANA SHORES HOMEOWNERS ASSOCIATION, INC.

1.2 Principal Office. The principal office of the Corporation shall be located at 116A Paradise Lane, Auburndale, Florida 33823, or at such other place as may be subsequently designated by the Board of Directors (hereinafter "Board" and sometimes "Directors" or "Board of Administration").

1.3 Definitions. These Bylaws shall govern the operation of the Corporation, both prior to and subsequent to the conversion of Ariana Shores Mobile Home Park into a Cooperative under the Florida Cooperative Act, Chapter 719, Florida Statutes. Any terms defined in these Bylaws shall have those definitions established by the applicable Florida Statutes, except that if any definition in these Bylaws conflicts with a definition in the Florida Statutes, where permissible the definition in these Bylaws shall prevail.

ARTICLE II STOCKHOLDER AND VOTING RIGHTS

2.1 Stockholders. Stockholders in this Corporation shall be limited to residents of Ariana Shores Mobile Home Park (hereinafter "Park") who have purchased Stock Certificates in the Corporation. The transferee of a Stock Certificate, either volun-

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tarily, in accordance with these Bylaws, or by operation of law, shall automatically become a member of the Corporation if all the requirements for membership have been met. If the Stock Certificate is vested in more than one person, all of the persons owning the Stock Certificate shall be eligible to hold office, attend meetings, and act as full members of the Corporation, but, as hereinafter indicated, the vote of a Stock Certificate shall be cast by the "voting member". If a Stock Certificate is owned by a corporation, the corporation may designate an individual officer or employee as its voting member. No person, firm, or corporation shall own or have any interest in more than two (2) Stock Certificates.

2.2 Partial Payment for Stock Certificates. The Corporation at its option may allow partial payment for Stock Certificates in which event the Certificate shall be subject to a lien in favor of the Corporation for the unpaid amount. No such Certificate shall be transferable by the owner unless and until the purchase price is paid in full.

2.3 Voting.

A. The owner of each Stock Certificate shall be entitled to one vote. If an owner owns more than one Stock Certificate, he shall be entitled to one vote for each Certificate. No Stock Certificate's vote shall be divisible.

B. Majority Vote. The acts approved by a majority of the voters present in person or by proxy where the use of a proxy is permitted, at a meeting at which a quorum shall be present, shall be binding upon all Stock Certificate owners for all purposes, except where otherwise provided by law, or in these Articles of Incorporation, or in these Bylaws; and as used in these

Bylaws, and the Articles of Incorporation, the term majority of the members shall mean those Stock Certificate owners having more than fifty percent (50%) of the total authorized votes of all Stock Certificates present, in person or by proxy, where the use of a proxy is permitted, and voting at any meeting of the Stockholders at which a quorum shall be present. The Corporation shall not be entitled to vote any Stock Certificates which the Corporation has offered for sale and which have not been purchased.

C. Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy either limited or general of a majority of the designated voting Stockholders shall constitute a quorum.

D. Proxies. Except as specifically otherwise provided, Stockholders may not vote by general proxy, but may vote limited proxy substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums & Mobile Homes of the Department of Business Regulation. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserve accounts; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter for which a vote of the unit-owners is required or permitted. However, 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 non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this section, unit-owners may vote in person at unit-owner meetings. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Corporation prior to, or at the meeting at which they are

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to be used, and shall only be effective 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 ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at anytime at the pleasure of the Stockholder executing it. Where a Stock Certificate is owned jointly and no voting member has been designated, any proxy must be signed by all owners in order to designate a third person as proxy. No one person may be designated to hold more than five (5) proxies for any purpose.

E. Designation of Voting Member. If a Stock Certificate is owned by more than one member, the member entitled to cast the Stockholder vote shall be designated in a Certificate which shall be filed with the Secretary after being signed by all of the persons owning an interest in such Certificate. If a Certificate is owned by a corporation, it shall designate the person entitled to cast the Stockholder 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 Stock 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 Stockholder 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 Stock Certificate roll on that particular subject at the meeting.

2.4 Dividends. Under no circumstances shall dividends be paid to or accrue to the benefit of any Stockholder of the Corporation.



## ARTICLE III STOCKHOLDER MEETINGS

3.1 Place. All meetings of the Stockholders shall be held in the recreation building of the Park or at such other place and time as shall be designated by the Directors and stated in the notice of the meeting.

3.2 Notices. The Secretary shall send by regular mail or deliver a notice of each annual or special meeting to each Stockholder and post a copy of the notice in a conspicuous place on the bulletin board in the recreation building in the Park at least fourteen (14) days, but not more than sixty (60) days prior to such meeting. Notice of any meeting shall incorporate an identification of agenda items and shall list the time, place and purpose thereof. All notices shall be mailed or served at the address of the Stockholder as it appears on the books of the Corporation. Proof of posting notice shall be given by the affidavit of an Officer of the Corporation. Additionally, an Officer of the Corporation shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Corporation, affirming that notices were mailed or hand delivered to each unit owner at the address last furnished to the Corporation. Notice of special meetings may be waived by Stockholders before or after the meeting.

3.3 Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held during the third week in March of each year, commencing in 1987 or at such other time as shall be selected by the Directors. At the Annual Meeting, the Stockholders shall elect the Directors by a plurality vote (cumulative voting prohibited) and shall transact such other business as may be properly brought before the meeting.

3.4 Special Meetings. Special meetings of the Stockholders 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 voting Stockholders representing forty percent (40%) of the total number of Stock Certificates outstanding. Each 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.

3.5 Waiver and Consent. Whenever the vote of the Stockholders at a meeting is required or permitted by a provision of the Statutes, the Articles of Incorporation or of these Bylaws, to be taken in connection with any action of the Corporation, the meeting and vote of the Stockholders may be dispensed with if a majority of the Stockholders who would be entitled to vote upon the action of such a meeting, if such meeting were held, shall consent in writing to such action being taken. In such event, however, written notice of such action shall be given to these Stockholders who have not consented within ten (10) business days. Such notice shall fairly summarize the material features of the action so authorized and, if such action results in a merger, consolidation or sale of or exchange of a major portion of the Corporate assets, for which dissenter's rights are provided by law, shall contain a summary of the rights of the dissenting Stockholder. Stockholder Certificate owners may waive notice of special meetings and may take action by written agreement without meetings.

3.6 Adjourned Meetings. If any meeting of the Stockholders cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

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3.7 Order of Business. The order of business at Annual Meetings, and as far as practical at other meetings of the Stockholders shall be:

- A. Call to order by President or Chairman
- B. Calling the roll and clarifying of proxies
- C. Proof of notice of the meeting or waiver of notice
- D. Reading and disposal of any unapproved minutes
- E. Reports of Officers
- F. Reports of Committees
- G. Appointment of Inspectors of Election
- H. Election of Directors
- I. Unfinished business
- J. New business
- K. Adjournment

3.8 Minutes of Meeting. The minutes of all meetings of the Stockholders shall be kept in a book available for inspection by the Stockholders or their authorized representatives and Board members at any reasonable time. The Corporation shall retain these minutes for a period of not less than seven (7) years.

#### ARTICLE IV DIRECTORS

4.1 Stockholders. The affairs of the Corporation shall be managed by a Board of not fewer than three (3) nor more than seven (7) Directors, the exact number to be determined from time to time by a majority vote of the Stockholders. Each Director shall be the owner of a Stock Certificate. No Director shall continue to serve on the Board after he ceases to be an owner of a Stock Certificate in the Corporation.



4.2 Election of Directors. Election of Directors shall be conducted in the following manner:

A. The election of Directors shall be held during the annual meeting of the Stockholders during the third week of March.

B. After January 1, 1992, the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise unless otherwise provided in this chapter. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery 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 shall give written notice to the Association not less than 40 days before a scheduled election. The Board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any unit-owner or other eligible person may nominate himself or may nominate another unit-owner or eligible person, if he has permission in writing to nominate the other person. Not less than 30 days before the election the Association shall mail a second notice of election meeting to all unit-owners entitled to vote therein, together with a ballot which shall list 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 not less than 35 days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association has no liability for the contents of the information sheets provided

by the candidates. The division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement. However, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Administration. No unit-owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit-owner who needs assistance in casting the ballot for the reasons stated in Statute 101.051 may obtain assistance in casting the ballot. Any unit-owner violating this provision may be fined by the Association in accordance with Statute 719.303. The regular election shall occur on the date of the Annual Meeting. The provisions of the subparagraph shall not apply to time-share cooperatives. Notwithstanding the provisions of the 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.

C. Recall of Board Members. Subject to the provisions of Statute 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 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.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and each recalled member of the Board of Administration shall turn over to the Board any and all records of the Association in his possession within 72 hours after the meeting.



(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Administration shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and 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 72 hours, any and all records of the Association in their possession, or proceed as described in subparagraph 3.

(3) If the Board determines not to certify the written agreement to recall members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the division a petition for binding arbitration pursuant to the procedures of Statute 719.1255. For purposes of this paragraph, the unit-owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the division may take action pursuant to Statute 719.501. Any member so recalled shall deliver to the Board any and all records of the Association in his possession within 72 hours of the effective date of recall.

(4) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this chapter. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance



with procedural rules to be adopted by the division, which rules need not be consistent with this chapter. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election.

D. Any Director may resign at any time by sending written notice of such resignation to the office of the Corporation.

4.3 Terms of Directors. The terms of the Board of Directors shall be for a period of two (2) years. However, at the Annual Meeting in March 1987 three (3) Directors shall be elected for a term of one (1) year, four (4) Directors for a term of two (2) years. Thereafter, at the expiration of each Director's term of office his replacement will be elected at the Annual Meeting for a term of two (2) years. If one or more of the nominees is named for an unexpired term, his election shall be for the completion of the unexpired term of office.

4.4 Organizational Meeting. The organizational meeting of the Board of Directors shall be held immediately after their selection at the Annual Meeting and no further notice of the organizational meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. All meetings of the Board of Directors shall be open to all Stockholders. Notice of meeting shall be posted in a conspicuous place on the bulletin board at the Clubhouse, at least forty-eight (48) hours in advance of any such meeting, except in the event of an emergency. Notice of any meeting in which assessments against Stockholders are to be considered, for any reason, shall specifically contain a statement that the assessments will be considered and the nature of any such assessments.

4.6 Special Meetings. Special meetings of the Directors may be called by the President, or in his absence, by a Vice-President, and must be called by the President or Secretary upon receipt of the written request of one-third (1/3) of the members of the Board. Special meetings of the Board of Directors shall be open to all Stockholders, and notice of such meetings shall be posted in a conspicuous place upon the bulletin board in the Clubhouse at least forty-eight (48) hours in advance of such meeting, except in the event of an emergency. Notice of such special meeting shall be given personally, or by mail, to each Director, and such notice shall state time, place, and purpose of the meeting, and shall be transmitted to each Director at least forty-eight (48) hours prior to the meeting.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting unless the Director states that his attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum. A quorum at a Directors meeting shall consist of a majority of the entire Board of Directors.

4.9 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Chairman of the Board. The Presiding Officer of the Board shall be the President of the Corporation who shall also be the Chairman of the Board, and in the absence of the Chairman of

the Board, the First or Second Vice-President, in that order, shall preside.

4.11 Order of Business. The order of business at Directors meeting shall be:

- A. Roll call
- B. Reading of minutes of the last meeting
- C. Consideration of communications
- D. Resignations and elections
- E. Reports of Officers and employees
- F. Reports of committees
- G. Unfinished business
- H. Original resolutions and new business
- I. Adjournment

4.12 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Stockholders or their authorized representatives. Minutes of the meetings of the Board of Directors shall be retained for a period of not less than seven (7) years.

4.13 Executive Committee. The duly elected Officers of the Cooperative shall constitute the executive committee of the Board of Directors. The executive committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Cooperative during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the executive committee shall not have the power to establish the budget of the Corporation or determine the cash requirements or rent or assessments payable by the Stockholders to meet the common expenses of the Cooperative or to amend or adopt rules governing the details of the operation and use of the Cooperative property.



ARTICLE V POWERS AND DUTIES OF THE DIRECTORS

The Board of Directors shall have the power 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 By-laws may not be delegated to the Board of Directors by the Stockholders. The Board of Directors shall have the power and duty to: operate, care for 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 or lease equipment or acquire Stock 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 capital improvements, operation, care, upkeep and maintenance of the common areas, however, the consent of two-thirds (2/3) of the Stockholders shall be obtained prior to borrowing any sums in excess of the amount equal to the adopted budget for the year during which money is borrowed; exercise all of the powers specifically set forth in the Articles of Incorporation, these Bylaws, and laws of Florida; impose a fee not in excess of Fifty Dollars (\$50.00) for the reasonable expense required for the transfer, sublease or sale of a Stock Certificate; collect delinquent rent and assessments by suit or otherwise; abate nuisance; and enjoin or seek damages from Stockholders for violations of these Bylaws and the terms and conditions of any Proprietary Lease; and exercise such other powers and duties as may be necessary or appropriate to administer the Offices of the Corporation.

## ARTICLE VI OFFICERS

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 Stockholders. 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 his office and such duties as may be delegated to him from time to time by the Board.

6.2 Vice-President. The Vice-President shall perform the duties of the President in the absence or disability of the President.

6.3 Secretary. The Secretary or Assistant Secretary shall issue notices of meetings, shall attend and keep minutes of all meetings, shall have charge of all the books and records of the Corporation, except those kept by the Treasurer.

6.4 Treasurer. The Treasurer shall have custody of the Corporation's funds and securities. He shall keep full and accurate accounts of the Corporation's receipts and disbursements, 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. He shall account for all funds to the Corporation and the Stockholders in accordance with Florida law.

6.5 Initial Officers. The Officers of the Corporation who shall hold office and serve until the first election of Officers by the Board of Directors of the Corporation following the first meeting of the Stockholders are as follows:

Carl L. Anderson	President
Dayton J. Kreider	Vice-President

Edith M. White                      Secretary  
Edith M. White                      Treasurer

6.6 Compensation. No Officer shall receive compensation for his service.

6.7 Resignations. Any Officer may resign his post at any time by written resignation delivered to the Secretary, which shall take effect immediately unless a later date is specified therein.

6.8 Changes in Number of Officers. The Board of Directors may, at its discretion, operate with more or fewer Officers than are listed here.

#### ARTICLE VII CORPORATE FUNDS

7.1 Depositories. The funds of the Corporation shall be deposited in such depository financial institutions as may be determined and approved by resolution of the Board. Funds shall be withdrawn only upon drafts and demands for money signed by such Officer or Officers as may be designated by the Board.

7.2 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of October each year; provided, however, the Board is expressly authorized to change to a different fiscal year if it deems it advisable.

7.3 Cash Requirements. Each owner of a Stock Certificate shall be liable for 1/128th of the common expense.

7.4 Assessments. Common expenses, assessments and the budget which is the base for the assessment shall be in accordance with law. If the annual assessment proves to be insufficient,

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it may be amended at any time by an action of a majority of the Board of Directors of the Corporation, subject to the provisions of Section 719.106, Florida Statutes. The unpaid assessments for the remaining portion of the year shall be due as determined by the Directors, subject to the provisions of Section 719.106, Florida Statutes. If any annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. Assessments shall be made in amounts not less than are required to provide funds in advance for the payment of all of the anticipated current operating costs and expenses and for all of the unpaid operating expenses previously incurred by the Corporation. Assessments may be paid in advance on a yearly basis.

#### 7.5 Determination of Assessments.

A. The Directors shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the common expense by virtue of a budget to be adopted by the Board of Directors. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the Cooperative property, costs of carrying out the power and duties of the Corporation, all insurance coverage carried by the Corporation, and any other expenses designated as common expenses by Statute or by the Directors of the Master Proprietary Lease. Funds for the payment of common expenses shall be collected by assessment against Stockholders in the proportions or percentages of sharing common expenses as provided in the Bylaws and the Master Proprietary Lease. Assessments shall be due as ordered by the Directors subject to the provisions of Section 719.106, Florida Statute. Assessments shall be made against Stockholders as aforesaid, in an amount required to provide funds in advance for payment of the anticipated current operating expenses and for unpaid operating expenses previously incurred. Special assessments, if

necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Directors, subject to the provisions of Section 719.106, Florida Statute. All funds due under these Bylaws are common expenses, except rent and those funds assessed under Paragraph 7.4 above.

B. A copy of the proposed budget shall be mailed to the Stockholders not less than thirty (30) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The Director's meeting at which the budget shall be considered shall be open to all of the Stockholders.

C. If an adopted budget required assessment against the Stockholders in any fiscal or calendar year exceeding 115 percent of the assessment for the preceding year, the Directors, upon written application of ten percent (10%) of the Stockholders, shall call a special meeting of the Stockholders within thirty (30) days upon not less than ten (10) days written notice. At the special meeting, Stockholders shall consider and enact a budget and take such action as may be permitted under Section 719.106 of the Florida Statutes. The adoption of the budget as approved by the Stockholders at the meeting or by vote or at least a majority of all Stockholders in writing, is the budget that shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Cooperative property, anticipated expenses by the Corporation which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Cooperative property, shall be excluded from the computation.

D. 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 limi-



ted to those expenses listed in Section 719.504(20), Florida Statutes. 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 replacements, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each item. The immediate foregoing shall not apply to budgets in which the Stockholders have a majority vote at a duly called Stockholders meeting determined not to provide for reserves, or, for reserves less adequate than required by the foregoing section.

E. When the Directors determine the amount of any assessment, the Treasurer shall mail or present to each Stockholder a statement of assessment. All assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for each payment received.

7.6 Rent. The Directors shall determine annually the rent to be charged for the ensuing year in accordance with the terms of the Proprietary Lease, and fix and determine the rent to be paid by lessees of Corporate property who do not own Stock Certificates.

7.7 Application of Payments and Commingling of Funds. All sums collected by the Corporation from common expense assessments, rent, and other charges and income may be commingled in a single fund or divided into more than one fund, as determined by the Directors. Any delinquent payment by a member shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the Directors may determine, and collectable as provided for in Section 719.108, Florida Statutes. Such delinquent assessments



shall bear interest at the maximum lawful rate from the date due until paid.

7.8 Fidelity Bonds. The Stockholders shall obtain fidelity bonding of all Officers or Directors of the Corporation who control or disburse funds of the Corporation. The Corporation shall bear the cost of any such bonding.

7.9 Audit. An audit of the accounts of the Corporation may be made from time to time as directed by the Directors. A copy of any audit report received as a result of an audit or written summaries thereof shall be furnished each Stockholder of the Corporation not more than thirty (30) days after receipt by the Directors and at least annually to each Stockholder. Within sixty (60) days following the end of the fiscal year, a copy of the report furnished to Stockholders must be sent to the Department of Business Regulations, Division of Florida Land Sales, Condominiums, and Mobile Homes in Tallahassee. The report shall meet the requirements of Section 719.104 (4) and (5), Florida Statutes.

7.10 Accounting Records and Reports. The Corporation shall maintain accounting records according to generally accepted accounting practices and the same shall be open to inspection by Stockholders or their authorized representatives at reasonable times, and written summaries thereof shall be supplied at least annually to the Stockholders, as set out in Paragraph 7.9 above. The records shall include, but not be limited to, (a) accurate, itemized and detailed records of all receipts and expenditures, (b) a current and monthly, bi-monthly, or quarterly statement of the account for each unit designating the name of the Stockholder, the due date and amount of each assessment, the amount paid upon the account, and the balance due, (c) all audits, reviews, accounting statements, and financial reports of the Association, and (d) all contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.

7.11 Tax Deduction Statement. The Corporation shall, on or before March 15 following the close of a fiscal year, send to each Stockholder listed on the books of the Corporation for the prior fiscal year, a statement setting forth the amount per Stock Certificate of that portion of the rent paid by such Stockholder under his Proprietary Lease during such year which has been used by the Corporation for payment of real estate taxes and interest on mortgage or other indebtedness paid by the Corporation with respect to property owned by it.

7.12 Application of Payment. All payments by a Stockholder shall be applied as provided herein and in the Proprietary Lease for his unit.

7.13 Transfer and Fees. The assignment or sublease of units is subject to the approval of the Directors pursuant to these Bylaws and the Proprietary Lease. The Directors may impose a fee in connection with the approval of the assignment or sublease of units, provided, however, that no fee shall be charged in connection with an assignment or sublease or approval in excess of the expenditures reasonably required for the transfer, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a sublease.

#### ARTICLE VIII ROSTER OF STOCKHOLDERS AND MORTGAGES

The Corporation shall maintain ownership records entitled "Owner of Units".

#### ARTICLE IX PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Corporation meetings when not in conflict with the Proprietary Lease, the Articles of Incorporation or these Bylaws.

## ARTICLE X. AMENDMENTS

Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

10.1 Notice. 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.

10.2 Adoption. A resolution for the adoption of a proposed amendment may be approved either by a majority of the Directors or by not less than one-third (1/3) of the Stockholders.

10.3 Consent to Amendments. No amendments to the Bylaws shall be valid without the written consent of 100% of the Stockholders affected by an amendment that changes the configuration or size of any lot in any material fashion or that materially alters or modifies the appurtenances of the lot or changes the proportion or percentage by which the owner of the Stock Certificate shares the common expenses or owns the common surplus or equity in the Corporation or changes or modifies the voting rights, or location of a Stockholder's unit.

10.4 Stockholder Approval. Any proposed amendment to these Bylaws shall be adopted when the sequence of action prescribed in this amendment is completed and the proposed amendment is supported by the vote of two-thirds (2/3) of all Stockholders.

10.5 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to mortgagee of units without the consent of the mortgagee in each instance. No amendment shall be made that is in conflict with the Articles of Incorporation or the Proprietary Lease.



10.6 Execution. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or a Vice-President and attested by the Secretary or Assistant Secretary of the Corporation 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 Polk County, Florida.

#### ARTICLE XI COMPLIANCE AND DEFAULT

11.1 Violations. In the event of a violation (other than non-payment of an assessment) by a Stockholder or occupant of a unit of any of the provisions of these Bylaws, the Proprietary Lease or other lease of a unit, or of Chapter 719 Florida Statutes, the Corporation by direction of its Directors shall notify the Stockholder of said breach by written notice, transmitted to the Stockholder at his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Corporation shall have the right to treat such violation as an intentional, material breach of these Bylaws, the Proprietary Lease or other lease of a unit, and Chapter 719 of the Florida Statutes, and the Corporation shall then, at its option, have the following remedies:

A. To commence an action in equity to enforce the performance on the part of the Stockholder; or

B. To commence an action at law to recover its damages;  
or

C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

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Upon finding by a court that the stockholder was in violation of any of the provisions of the above mentioned documents, the stockholder shall reimburse the Corporation for its reasonable attorney's fees incurred in bringing such action. Any violations which are deemed by the Directors to be a hazard to public health or safety may be corrected by the Corporation immediately as an emergency matter. The cost thereof shall be charged to the stockholder as a specific item, which shall, until paid in full, be a lien against his stock certificate with the same force and effect as if the charge were a part of the common expenses. In the event of any conflict regarding defaults and remedies therefor between the provisions herein and the Proprietary Lease or any other lease of a unit, the provisions in said lease shall prevail.

11.2 Defaults. In the event a stockholder does not pay any rent, sums, charges, or assessments required to be paid to the Corporation under these Bylaws or a Proprietary Lease 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 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 stockholder, the losing party shall pay the costs thereof, together with a reasonable attorney's fee.

11.3 Negligence or Carelessness of a Member. Each stockholder shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any stockholder or his family, his or their guests, employees, agents, or licensees. Such liability shall be limited to the extent that such expenses are not met by the proceeds of insurance carried by the Corporation.

11.4 Election of Remedies. All rights, remedies, and privileges granted to the Corporation or a stockholder pursuant to any terms, provisions, covenants or conditions of the cooperative paid 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.

## ARTICLE XII. INDEMNIFICATION

Every director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been a director or officer of the Corporation. This indemnification shall apply whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or



malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement or reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such director or officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES  
TERMINATION OF STOCK OWNERSHIP

The termination of stock ownership in the Corporation shall not relieve or release any former stockholder from any liability or obligation incurred under or in any way connected with the Cooperative during the period of stock ownership, or impair any rights or remedies which the Corporation may have against such former stockholder, arising out of, or which is in any way connected with such stock ownership.

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, stockholders or other persons.

ARTICLE XV. LIENS

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 from the date the lien is attached. All taxes and special assessments shall be paid before becoming delinquent or as provided in the Cooperative documents or Bylaws, whichever is sooner.

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ARTICLE XVI. SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation and the year of its organization. Said seal may be used by causing it or facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE XVII. PROPRIETARY LEASES  
AND STOCK CERTIFICATES

17.1 Issuance. 128 stock certificates may be issued by the Corporation. One Hundred Twenty Eight (128) Proprietary Leases may be issued by the Corporation. One Proprietary Lease shall be issued to each of the owners of a unit in the Cooperative. The price for the issuance of the initial Proprietary Leases shall include the cost of issuing the stock certificate and shall bear the same number as the unit. The price for the issuance of Proprietary Leases and stock certificates issued after November 15, 1986 shall be set from time to time by the Directors.

17.2 Execution. All Proprietary Leases shall be signed by the President or Vice President and shall have the corporate seal affixed thereto. Stock certificates shall be signed by the President and Secretary and shall have the corporate seal affixed thereto.

17.3 Form of Proprietary Lease. The form of Proprietary Lease from time to time shall be determined by the Directors.

17.4 Form of Stock Certificate. The form of stock certificate (membership certificate) shall be determined by the Directors.

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17.5 Transfers: Transfers of Proprietary Leases and stock certificates shall be made only on the books of the Corporation. The old lease and certificate properly endorsed, shall be surrendered and cancelled before a new lease and certificate is issued. All transfers are subject to these Bylaws and the Master Form Proprietary Lease.

17.6 Votes. Each Proprietary Lease shall entitle the owner and holder to one vote in the meetings of the Corporation. There shall be a total of 128 votes.

17.7 Liens. The Corporation shall have a lien on all of the individual leases and stock certificates in the name of each member for debts due the Corporation by such member.

17.8 Memorandum of Proprietary Lease: In lieu of recording a complete and full Proprietary Lease, a memorandum of Proprietary Lease may be recorded.

17.9 Inscription on Stock Certificates. Stock certificates shall be inscribed with the following legend:

"The rights of any holder of this certificate are subject to the provisions of the Articles of Incorporation and the Bylaws of the Corporation and to all the terms, covenants, conditions and provisions of a certain Proprietary Lease made between the Corporation, as Lessor, and the person in whose name this certificate is issued, as Lessee, for a Lot (Unit) in the mobile home park which is owned by the Corporation and operated as a 'cooperative', which Proprietary Lease limits and restricts the title and rights of any transferee of this

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certificate and imposes a lien on this certificate to secure payment of assessments, common expenses and other sums which may be due or become due to the Corporation from the holder hereof."

#### ARTICLE XVIII. EASEMENTS

Each of the following easements is a covenant running with the land of the Cooperative, to wit:

18.1 Utility Services; Drainage. 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. Such reservation is also contained in the Master Form Proprietary Lease. 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; 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.

18.2 Traffic. 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 purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common areas as may, from time to time be paved and intended for

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such purposes; and such easements shall be for the use and benefit of stockholders, institutional mortgagees, or tenants, and those claiming by, through or under them.

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.

#### ARTICLE XIX. APPROVAL AND RATIFICATION

The Corporation, by its adoption of these Bylaws approves and ratifies all of the covenants, terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto. The stockholders, by virtue of their acceptance of the Proprietary Leases and appurtenant stock certificates as to their unit, hereby approve and ratify all of the terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto.

#### ARTICLE XX. RULES AND REGULATIONS

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 stockholders. The stockholders 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. In order to change, amend or vary old or present rules and regulations the same shall be duly passed by at least a fifty-one percent (51%) majority vote or consent of the Directors. No vote of the stockholders shall be required. A change, amendment or adoption of a rule a

regulation does not require an amendment to the Bylaws. The rules and regulations, in full force and effect as of the date of these Bylaws, are attached hereto as Exhibit 8 and made a part hereof as though set out in full.

#### ARTICLE XXI CONSTRUCTION

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 or permits. The words "Stockholder" and "member" are interchangeable and mean the same persons.

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.

#### ARTICLE XXII CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Proprietary Leases, the provisions of the Proprietary Leases shall prevail.

#### ARTICLE XXIII ARBITRATION

Internal disputes arising from the operation of the Cooperative among the developer, unit-owners, the Corporation, and their agents and assigns may be submitted to voluntary binding arbitration in accordance with Section 719.1255, Florida Statutes.

EXHIBIT 2



ARTICLE XXIV LEVYING FINES

The Board of Directors may levy fines against unit-owners as specified in Florida Statute Section 719.303 (3). The committee, which must approve any fine levied by the Board of Directors, shall consist of five (5) members selected by lot from unit-owners who are available and willing to serve. The committee will select its own chairman. No member of the Board of Directors is eligible to serve on this committee.

ARTICLE XXV HOUSING FOR OLDER PERSONS

A. The Mobile Home Park shall be "housing for older persons", as such term is defined in the Federal Fair Housing Act of 1988.

B. The Mobile Home Park shall be housing intended and operated for occupancy by at least one (1) person fifty-five (55) years or older per residential unit.

C. The Mobile Home Park satisfies the requirement of providing its residents with significant facilities and services to meet the physical and social needs of older persons including, but not limited to, social and recreational programs, outside maintenance, accessible physical environment and continuing informational classes and crafts. The Board of Directors shall always maintain the significant facilities and services to meet the physical and social needs of older persons.

D. The Board of Directors shall publish and adhere to policies and procedures which demonstrate an intent by the Board of Directors to provide housing for persons fifty-five (55) years of age and older.

E. The Board may allow a family to occupy a unit when no person in that family is fifty-five (55) years of age or older. Under no circumstances shall this exception apply to more than twenty percent (20%) of the units in the Mobile Home Park at any given time, or a greater percentage as the Fair Housing Act of 1988, as amended, may allow.

F. No person under the age of eighteen (18) shall be allowed to reside in Ariana Shores Park. Persons under age eighteen (18) may visit occupants in Ariana Shores Park. Only upon prior written approval of the Board of Directors may a visitor under the age of eighteen (18) remain for a period of more than fifteen (15) consecutive days, or more than thirty (30) days in one calendar year.

PASSED and duly adopted this \_\_\_\_\_ day of \_\_\_\_\_ 1986.

\_\_\_\_\_  
CARL L. ANDERSON, President

Attest:

\_\_\_\_\_  
Secretary

EXHIBIT 2