

Plantation Estates Mobile Homeowners, Inc.

16265 John Morris Road
Fort Myers, Florida 33908

By-Laws

Adopted September 10, 2025

ARTICLE I. GENERAL PROVISIONS

1.1. **Name.** The name of this corporation shall be PLANTATION ESTATES MOBILE HOMEOWNERS, INC., hereinafter referred to as the cooperative.

1.2. **Principal office.** The principal office of the corporation shall be at 16265 John Morris Road, Fort Myers, Lee County, Florida, 33908, or at such place as may be subsequently designated by the board of directors.

1.3. **Type of administration.** The corporation is established as a cooperative and is governed by the Florida laws pertaining to cooperatives.

1.4. **Ownership structure.** Legal title and ownership of all real property and all common improvements on the property are vested in the cooperative. This includes, but is not limited to land, roads, sidewalks, water and wastewater systems, storm drains, common buildings, and common amenities. Beneficial use of the cooperative property is granted to individuals in the form of membership in the cooperative and a lease to occupy residential lots on the property. Legal title and ownership of each unit (mobile home) is vested in the individual members.

1.5. **Purpose.** The purpose of this cooperative, a for-profit corporation, is to provide its members and residents with housing for persons fifty-five (55) years of age or older in accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995 and as provided in parallel state or local ordinances, all as amended from time to time.

1.6. **Age restrictions for occupants.** For occupants who reside in the park for a period more than thirty (30) days in a calendar year, all persons must be 55 years of age or older. Exceptions may be granted to allow that up to 10% of the 151 units may be occupied by persons 50 years of age or older if at least one other occupant in the same unit is 55 years of age or older.

The board of directors shall have the sole and absolute authority to establish hardship exceptions, which would allow younger persons to reside in the park for a period longer than 30 days in a calendar year so long as at least 80% of the occupied units are occupied by at least one person 55 years of age or older. Such hardship exceptions shall be granted for a period of three months only, but may be renewed upon application and review.

1.7. **Reasonable accommodations.** The board of directors shall have the authority to waive any rule, regulation, policy, practice, or service when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit or the common areas.

ARTICLE II. MEMBERSHIP

2.1. **Number of memberships.** The maximum authorized membership of the cooperative shall be 151 memberships comprised of owners of the 151 leasehold interests of residential lots in Plantation Estates as shown on the map or plat of the property. These 151 memberships shall constitute the total voting interests in the cooperative.

2.2. **Membership restricted.** Membership in this cooperative shall be limited to persons or entities who have acquired legal ownership of a leasehold interest and a share in the corporation and have been approved for membership by the board of directors using the

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procedures outlined in these by-laws and other documents of the cooperative. As used in this document, the terms "leasehold owner," "member," and "membership" refer to the same subject and are interchangeable.

2.3. No age restrictions for leasehold owners. Any person of any age, any group of people of any age, and any legal entity may own a leasehold interest. Age restrictions apply only to occupants of units (see Article 1.6.)

2.4. Membership application. Application for membership shall be on a form prescribed by the board of directors and all such applications shall be acted upon promptly by the board of directors.

2.5. Application and approval if the transfer of leasehold interest is to be by sale/purchase of a leasehold interest. The approval of the cooperative that is required for membership and for the transfer of ownership of a leasehold interest by sale/purchase shall be obtained in the following manner:

a. **Notice to the board of directors.** A member intending to make a bona fide sale of his leasehold interest shall give to the board of directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the application for membership and such other information concerning the intended purchaser, and details of the transaction, as the board of directors may reasonably require. The board may require, without limitation, a copy of the contract to purchase, credit history of purchaser, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed unit occupants.

b. **Time is of the essence.** If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the board of directors, the board of directors must either approve or disapprove the application for membership.

c. **Disapproval for good cause.** Membership of a prospective purchaser shall be disapproved only if a majority (more than 50%) of the whole board so votes. The board shall consider the following factors and may confer freely with counsel in reaching its decision. If the board disapproves an applicant on the grounds for disapproval set forth below, the sale or transfer of ownership shall not be made. According to Florida law, the seller may then have certain rights to compensate him for the loss of the sale. Only the following may be deemed to constitute good cause for disapproval:

i. The application for membership indicates that the person seeking approval, which shall hereinafter include all proposed occupants, intends to conduct himself in a manner inconsistent with the covenants and restrictions;

ii. The person seeking membership has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, or any felony;

iii. The person seeking membership has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

iv. The person seeking membership has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations or by his conduct in this cooperative or other residences, as a tenant or owner;

v. The person seeking membership failed to provide the information, fees

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or appearance required to process the application in a timely manner;

vi. The member requesting the transfer has had fines assessed against him or her which have not been paid in full.

2.6. Application and approval if the transfer of leasehold interest is to be by gift, inheritance, operation of law or other transfers. Approval for such membership shall be obtained in the following manner:

a. **Notice to the board of directors.** An owner who has obtained his leasehold interest by gift, inheritance, operation of law or by any other manner not previously considered, shall give to the board of directors: (a) notice of the acquisition of his unit (b) such information concerning the new owner as the board of directors may reasonably require (including that set forth in Article 2.5 (a)) and (c) a certified copy of the instrument evidencing the new owner's right of ownership, if applicable.

b. **Cannot be denied.** Anyone receiving ownership of their leasehold interest by gift, inheritance or operation of law shall not be denied membership. Within thirty (30) days after receipt of such notice and information, including an application for membership and a personal interview if requested by the board of directors, the board of directors must approve the membership.

2.7. Approval of entity. If the purchaser or new owner is a corporation, partnership, trust, or some other legal entity, the approval of membership of the legal entity shall be conditioned upon approval of the principal representatives of the entity.

2.8. Membership certificates. Certificates shall be issued as proof of membership in the cooperative and shall confer voting rights and other rights of membership as defined in these by-laws. Their form shall be approved by the board of directors according to Florida law. Membership certificates shall be numbered and shall be issued upon: (a) approval of membership by the board of directors, and (b) proof of transfer of legal ownership of a unit through sale, gift, inheritance or other operation of law.

2.9. Transfer fee. The cooperative may charge a processing fee for the approval of transfers of ownership of a leasehold interest. The fee may not exceed the maximum permitted by law per transaction.

2.10. Unauthorized transactions. Any sale or other transfer of ownership or possession not authorized pursuant to the terms of these by-laws shall be voidable unless subsequently approved by the cooperative.

2.11. Right of occupancy agreement. Each leasehold interest owner shall be entitled to a lease agreement to occupy any lot upon which he owns a mobile home. So long as such leasehold interest owner shall pay all assessments, taxes, and fees levied by the cooperative, and if the leasehold interest owner otherwise abides by the rules and regulations of the cooperative, that leasehold interest owner shall be entitled to renew the lease agreement in perpetuity. However, if a leasehold interest owner fails to make required payments or shall otherwise breach or violate the terms and conditions of the governing documents (by-laws, rules and regulations and lease agreement), or if the unit shall have been foreclosed, then all rights of the leasehold interest owner to occupy the particular lot shall terminate and the leasehold interest owner shall become a tenant at sufferance of the cooperative.

2.12. Rights conferred by membership. Subject to the obligation to pay all membership assessments and individual unit taxes and the member's agreement to abide by the governing documents, membership shall entitle the member to:

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- a. A lease agreement that allows the owner certain rights to occupy the land associated with their mobile home;
- b. The right to occupy their particular unit subject to age stipulations outlined in Article 1.6;
- c. The exclusive use of such unit subject to the provisions of the leasehold;
- d. An individual proportionate share of the assets of the cooperative;
- e. The use and enjoyment of the common cooperative property;
- f. The same rights, privileges and responsibilities as are enjoyed by all other members of the cooperative;
- g. The right to vote in elections and referendums, hold office, and participate in the official business of the cooperative.

2.13. **Membership rights in the instance of multiple owners.** If title to a leasehold interest is vested in more than one person, all the persons named in the membership certificate shall be eligible to hold office, attend meetings and act as full members of the cooperative. If title to a leasehold interest is vested in a legal entity, the principal representatives shall each have rights as full members of the cooperative. (For voting rights, see Articles 4.10 and 4.11.)

2.14. **Release of retiring owner.** When the applicant has been approved for membership and has executed all required documents, the retiring member shall relinquish his membership certificate and be released of his obligations to the cooperative, provided he has paid all amounts due to the cooperative to date.

2.15. **Member's right of inquiry.** If a member files a written inquiry by certified mail with the board of directors, the board shall respond in writing within 30 days of receipt of the inquiry.

2.16. **Remedies.** The board of directors may levy reasonable fines against a member for failure to comply with the governing documents. No fine shall exceed \$100.00 per violation. No fine may be levied except after giving reasonable notice and the opportunity for a hearing before a committee of five (5) owners, this committee hereafter referred to as the Owners' Review Board. The committee of five (5) owners shall be appointed by the board of directors as needed to serve for the period involving the case being considered. No director nor any person residing in a director's household may serve on the Owners' Review Board. After a hearing before the committee, if the Owners' Review Board does not agree that a fine should be levied, it shall not be done.

2.17. **Leasehold Owner's Right to Encumber Leasehold Interest.** A leasehold owner has the right to encumber their leasehold interest with a mortgage, lien or other security interest. There shall be no restrictions or limitations on the leasehold owners' right to encumber their leasehold interest with a mortgage, lien or other security interest. A leasehold owner is not required to provide notice or obtain approval from the board of directors for same. Any mortgagee, lienholder or other person with a security interest in a leasehold, obtaining title pursuant to such security interest is not subject to other the notice and approval provisions of this article.

ARTICLE III. RENTAL OF UNITS

3.1. **Allowed by the board of directors.** Rental of units is allowed under certain circumstances. Rental agreements shall be negotiated solely between the owner of the unit

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(hereinafter referred to in this article as the landlord) and the non-owner occupant (hereinafter referred to in this article as the renter). Rental agreements are subject to reasonable oversight by the board of directors as outlined below.

3.2. Definition of rental of units. The rental of a unit is defined as occupancy of the unit by any person other than the member, whether the rental agreement is verbal or written, regardless of whether occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). All rental agreements shall be for a minimum period of 1 month and a maximum period of 12 months.

3.3. Member's legal obligation as a landlord. State and local regulations regarding landlords (their required applications, reports, licenses, fees, occupancy taxes, or any other considerations) shall be the sole responsibility of the member.

3.4. Moratorium on renting any purchased unit for the first two years of ownership. The cooperative will enforce a moratorium on the rental of any purchased unit or leasehold for the first twenty-four months of ownership. No purchased unit or leasehold may be used as a rental unit before the end of this moratorium period. Any unit will be considered rented if guests reside in the unit for more than 30 days in a calendar year when the owner is not present. The board of directors shall have the sole and absolute authority to enforce penalties if this moratorium is breached and to waive this provision in any case involving hardship or other special circumstances. Owners who receive their unit by gift, inheritance, or other operation of law will not be required to conform to this moratorium. If the cooperative becomes owner of any unit, that unit will not be required to conform to this moratorium.

3.5. Board right of approval for all rental agreements. The board of directors shall have the authority to approve all rental agreements for conformity to these by-laws and no unit may be rented without prior approval of the board of directors. No renter may occupy a unit without prior approval. All occupants of a rented unit must comply with the age restrictions listed in Article 1.6. **3.6. Approval process.** Should a landlord wish to rent his unit he shall furnish the cooperative with a copy of the proposed rental agreement at least thirty (30) days in advance of the commencement of the rental period. The rental agreement must contain the name and age of the proposed renter and of all proposed occupants and any other information required by the board of directors. Failure to notify the cooperative prior to the rental period shall result in a \$100 fine unless waived. The cooperative shall have the duty to approve or disapprove all proposed rental agreements within thirty (30) days of receipt of such information and the completion of the renter's interview (if required). All requests for approval not acted upon within thirty (30) days shall be deemed approved.

3.7. Disapproval for good cause. If the cooperative disapproves a proposed rental agreement or disapproves a proposed renter, the landlord shall receive a short statement indicating the reason for the disapproval, and the rental shall not be made. The cooperative shall neither have a duty to provide an alternate renter nor shall it assume any responsibility for the denial of a rental application if any denial is based upon any of the following factors:

- a. The member has not yet completed the required moratorium period;
- b. The proposed renter fails to meet the age restrictions for occupancy (see Article 1.6);
- c. The proposed renter, including all proposed occupants, has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

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- d. The application for approval, facts discovered in connection with the cooperative's investigation, or the conduct of the proposed renter indicates that he/she does not intend to abide by the governing documents. By way of example, but not limitation, a renter taking possession of the premises prior to approval by the cooperative shows that the proposed renter does not intend to abide by the governing documents;
- e. The proposed renter has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations or by his conduct in this cooperative as a renter or member;
- f. The proposed renter has failed to provide the information or appearances required to process the application in a timely manner;
- g. All assessments, fines, and other charges against the unit and/or landlord have not been paid in full.

3.8. Renter conduct and remedies. Landlord will provide to the renter all the cooperative's governing documents as part of the rental agreement, and any violation of these by the renter shall constitute a material breach of the rental agreement. If a renter fails to abide by the governing documents, the landlord shall have the duty to bring his renter's conduct into compliance. If the landlord fails to bring the conduct of the renter into compliance, the cooperative shall have the authority to act as agent of the landlord to undertake whatever action is necessary to bring the renter into compliance, including, without limitation, the right to institute an action for eviction against the renter in the name of the cooperative or as agent of the landlord. The cooperative shall have the right to recover any costs or fees from the landlord, including attorney's fees incurred in connection with such actions, which shall be secured by a continuing lien in the same manner as assessment charges (see Article 9.6).

3.9. Liability of landlord. The liability of the member under the governing documents shall continue regardless of the fact that he has rented his unit.

3.10. Cooperative as owner of a unit. If ownership of a unit shall become vested in the cooperative, the cooperative may rent the unit upon such terms and conditions as the board of directors shall deem appropriate. However, no such rental agreement shall be for a term more than one (1) year, and the cooperative shall try to sell the unit.

ARTICLE IV. MEMBERSHIP MEETINGS

4.1. Annual membership meeting. Members shall meet at least once each calendar year, and the meeting shall be the annual membership meeting. This meeting, called for the purpose of ratifying the actions taken by the cooperative and transacting any other authorized business, shall be held on a date in March determined by the board. At the annual membership meeting, the members shall certify and tabulate the ballots for election of directors, certify and tabulate the ballots for the acceptance of the annual budget and reserve schedule, certify and tabulate the ballots for any other voting issues, and consider such other business as may be properly brought before the membership.

4.2. Place. All meetings of the membership shall be held in Plantation Hall or at such other place and time as shall be designated by the directors and stated in the notice of the meeting.

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4.3. Notices of the annual membership meeting. It shall be the duty of the secretary to notify the members of the annual membership meeting by a first notice, second notice, and third notice delivered to each member according to the form and procedures outlined by the board of directors and by the laws of Florida for such notices. The secretary or other officer of the cooperative must provide an affidavit affirming the date and method of delivery and (if hand-delivered) proof of delivery, of all notices, including any notices mailed by first class mail, posted on the property, hand-delivered, or broadcast to the members by any electronic means.

4.4. Special membership meetings. Special meetings of the members for any purpose may be called by the president and shall be called by the secretary at the request, in writing, of a majority of the directors or at the request, in writing, of the members representing forty (40) percent of the total voting interests in the cooperative. Such request shall state the purpose of the proposed meeting. Business transacted at all special membership meetings shall be confined to the subject stated in the notice of meeting. It shall be the duty of the secretary to see that notice of all special membership meetings shall be delivered in writing or by electronic means to each member and posted conspicuously on the bulletin board and other public forums not less than 14 days in advance of any such meeting. Notice of any meeting shall list the time, place, and purpose.

4.5. Quorum. The presence, either in person or by ballot, of a majority (more than 50%) of the total voting interests shall constitute a quorum for the transaction of business at all membership meetings.

4.6. Adjourned meetings. If any membership meeting cannot be organized because a quorum is not present, either in person or by ballot, the meeting shall be adjourned. No business may be transacted unless a quorum is present.

4.7. Order of business. The order of business at the annual membership meeting, and at other membership meetings if appropriate, shall be:

- a. Call to order by president or chairperson.
- b. Proof of notice(s) of the meeting
- c. Appointment of inspectors of election
- d. Certification of candidate ballots and announcement of new board members
- e. Certification of other ballots and announcement of results of other voting issues
- f. Adjournment

4.8. Minutes of meeting. Minutes of all membership meetings shall be kept in a businesslike manner and shall be available for inspection at reasonable times by members, their authorized representatives and board members. The cooperative shall retain these minutes for a period of not less than seven (7) years.

4.9. Inspectors of election and ballot tabulation. A committee of at least four (4) shall be appointed by the board of directors to certify the validity, oversee, and tabulate the ballots. All election committee members appointed shall be members of the cooperative. One appointee shall be designated as the chairperson and shall be responsible for the voting and balloting procedures.

4.10. Voting is per membership certificate. Membership confers the right to vote. The holder(s) of each membership certificate shall be entitled to one vote. If there are multiple holders of a certificate, one of the named holders (the voting member) will cast one vote on behalf of all holders. If a member owns more than one membership certificate in the cooperative, he/she shall be entitled to one vote for each certificate.

4.11. Designation of voting member. Any one of the owners of record or any principal

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representative of a legal entity that holds a certificate can be the voting member.

4.12. **No limitation on member's right to vote.** The voting rights of a member may not be suspended, denied or otherwise impaired for the non-payment of common expenses or other fees owed to the cooperative.

4.13. **Voting procedure for election of directors.**

a. **Election may not be necessary.** An election for board of director positions is not required if there are an equal or lesser number of candidates as there are vacancies on the board. In this event, all candidates will be considered elected.

b. **Election is required in certain circumstances.** If there are more candidates than there are vacancies on the board, there must be an election. Candidate ballots shall be of a secret nature, will be prepared and tabulated per Florida laws concerning candidate ballots, and will be sent with instructions in the second notice of the annual membership meeting.

c. **Deadline for return of ballots.** Completed ballots shall be returned to the office of the cooperative, either by mail or in person, at any time up to the commencement of the annual membership meeting at which time voting will end and ballots will immediately be certified and tabulated.

d. **Plurality vote for election of directors.** At least 20% of the eligible voters must cast a ballot to have a valid election. Each voter is entitled to cast a vote for as many of the candidates as there are vacancies to be filled. Members may not vote more than once for any candidate. Candidates with the most votes will be declared elected.

4.14. **Voting procedure for budget, reserve schedule, and any other agenda items.**

a. **Not a secret ballot.** In any vote of the total voting interests that is required by the governing documents but is not a candidate election, the voting need not be of a secret nature and the procedure shall be as approved by the board of directors.

b. **Format for ballots.** Budget and reserve schedule ballots and any other ballots necessary for agenda items shall be prepared per the governing documents and Florida laws and distributed with instructions sent with the third notice of the annual membership meeting or at least fourteen (14) days prior to any meeting at which the votes will be tabulated.

c. **Deadline for return of ballots.** Completed ballots shall be returned to the office of the cooperative, either by mail or in person, at any time up to the commencement of any meeting at which ballots will be tabulated. At commencement of the meeting the voting will end and ballots will immediately be certified and tabulated.

d. **Results of vote tabulation.** At the conclusion of tabulation, the chairperson of the election committee shall extend to the president of the board of directors a written statement of the results of the candidate election and the count of votes for all other agenda items. Per these by-laws, the threshold of favorable votes needed to pass any issue are as follows:

- To elect directors: a plurality of votes cast
- To accept the budget: 76 yes votes (majority of total voting interests)
- To accept the reserve schedule: 76 yes votes (majority of total voting interests)
- To allow the Board to use reserve funds in an emergency: majority of votes cast
- To amend the by-laws or other corporate documents: majority of votes cast
- To amend rules and regulations: majority of board only, or, if brought for

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a membership vote: majority of votes cast

- To remove a board member from office: 76 yes votes (majority of total voting interests)
- To allow the board to make material alterations to the common areas: 101 yes votes (2/3 of the total voting interest)
- Any other referendum or vote not previously listed: majority of votes cast.

ARTICLE V. BOARD OF DIRECTORS

5.1. Membership in the cooperative is required for all directors. The affairs of the cooperative shall be managed by a board of seven (7) directors, each of whom shall be an owner of a leasehold interest or a representative of a legal entity that is the owner of a leasehold interest.

5.2. Terms of directors. The term of a director shall be for three (3) years. Terms of the directors shall be staggered so that two (or three) board positions shall be filled each year on a rotating basis. A director may serve any number of terms as long as they do not serve more than two (2) terms in succession.

5.3. Election of directors. The election of directors shall be conducted according to Florida law and in the following manner:

a. **Candidates for board of directors.** Any member desiring to be a candidate for the board of directors shall give written notice to the secretary not less than forty (40) days before the scheduled election. Candidate applications shall be processed according to the governing documents and Florida law. The secretary shall immediately post the candidate's name upon receipt. The list of candidates shall be included on the ballot with the second notice of the annual membership meeting.

b. **Election or selection of directors.** If an election is required, certification and tabulation of candidate ballots will occur at the annual membership meeting and the results of the election will be announced before the meeting is adjourned. If no election is required, directors shall be named at the annual membership meeting from those who submitted applications.

c. **Investiture.** The newly elected directors shall assume their elected offices immediately upon announcement of the election results.

d. **Resignation.** Any director may resign at any time by submitting written notice of such resignation to the office of the cooperative.

e. **Vacancies.** If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification or removal from office, then a majority of the remaining directors, though less than a quorum, shall appoint a successor who shall hold office for the balance of the unexpired term of the director he succeeds. A person appointed to serve out the unexpired term of a director may be a candidate for election at the annual membership meeting when the term is completed. If elected, such person may thereafter serve two (2) three-year consecutive terms.

5.4. Recall of board members. Any member of the board of directors may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority (more than 50%) of the total voting interests. A special membership meeting to recall any member of the board of directors may be called by ten (10) percent of the members giving notice of the meeting as required, (see Article 4.4), and the notice shall state the purpose of the meeting.

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5.5. Compensation. Directors shall not be entitled to any compensation for their services as directors.

ARTICLE VI. POWERS AND DUTIES OF THE DIRECTORS

6.1. Administrative duties. The board of directors shall have the powers and duties necessary for the administration of the affairs of the cooperative 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. The board of directors shall have the power and duty to: determine the expenses required for the operation of the cooperative; establish committees of the board of directors and advisory committees of members; maintain member files and ledgers; collect assessments necessary for the common expenses; maintain bank accounts; pay all expenses of the cooperative in a timely manner; purchase or acquire ownership of units in the name of the cooperative; determine the bonding requirements of the various officers as it deems necessary; exercise all of the powers specifically set forth in the governing documents and the laws of the State of Florida.

6.2. Enact and enforce the rules and regulations. The board of directors shall from time to time adopt, alter or amend the rules, regulations and restrictions governing the details of the operation and use of the cooperative's property, and governing the use and maintenance of the mobile homes. Such rules, regulations and restrictions shall provide that the primary function, purpose and use of all units shall be for residential purposes. Nothing herein shall prevent a member who is not a member of the board of directors from proposing to the board an original or amended rule, regulation or restriction. Written notice of any meeting at which amendments to rules regarding unit use will be considered shall be mailed or delivered to members and posted on the bulletin board in Plantation Hall not less than fourteen (14) days prior to the meeting. New or amended rules and regulations may be passed by a majority of the board. Enforcement of the rules and regulations shall be an important duty of the directors.

6.3. Maintain common property. The board shall construct, oversee, and maintain all common areas and elements of the cooperative property and other assets, so as to ensure the safety, beauty, convenience, and enjoyment of the community and to preserve the value of the assets of the cooperative.

ARTICLE VII. OFFICERS.

7.1. Organizational meeting to determine officers. The organizational meeting of the board of directors shall be a closed meeting consisting only of board members held as soon as practical after the adjournment of the annual membership meeting and no further notice of the organizational meeting shall be necessary. At this meeting the directors shall select which of them will assume the title and duties of officers of the cooperative and shall serve in those capacities for one year until the next annual membership meeting. Only current board members may be officers.

7.2. The officers shall be as follows:

a. **President.** The president shall be the chief executive officer of the cooperative and chairman of the board of directors. The president shall preside at all membership meetings and board meetings. The president shall have general supervision over the affairs of the cooperative and other officers. The president shall sign all written contracts and perform all the

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duties incident to the office and such duties as may be delegated from time to time by the board.

b. **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 incident to the office of the president.

c. **Secretary.** The secretary shall issue notices of meetings, attend and keep minutes of all meetings and have charge of the books and records of the corporation except those kept by the treasurer.

d. **Treasurer.** The treasurer shall be responsible for custody of the cooperative's funds and securities, keep a full and accurate account of the cooperative's receipts and disbursements, deposit money and other valuable effects in the name of, and to the credit of, the cooperative in such depositories as may be designated by the board, and shall account for all funds to the membership in accordance with Florida law.

7.3. **Executive committee.** The duly selected officers of the cooperative shall constitute an executive committee of the board of directors. Such executive committee shall have and may exercise all 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 or determine the cash requirements or assessments payable by the members to meet the common expenses.

7.4. **Resignation.** Any officer may resign his post at any time by written resignation delivered to the secretary.

7.5. **Compensation.** No officer shall be compensated for their services as officers.

7.6. **Assistants to the officers.** Any officer, at their discretion, may appoint such assistants as may be needed. Assistants need not be members of the board of directors.

ARTICLE VIII. MEETINGS OF THE BOARD OF DIRECTORS

8.1. **Regular meetings and their required notice.** 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 (more than 50%) of the directors. Meetings of the board of directors shall be open to all members. Any member may speak concerning any agenda item but the board may adopt reasonable rules governing the frequency, duration, and manner of members' statements.

a. **Forty-eight hour notice.** The secretary shall ensure that notice of meetings of the board of directors and their agenda shall be posted conspicuously on the bulletin board provided for that purpose in Plantation Hall at least forty-eight (48) hours in advance of any such meeting. Evidence of this compliance shall be made by the secretary. In addition, meetings shall be announced in the cooperative's newsletter, calendar, web site, signage and any other public forums.

b. **Fourteen-day notice.** At any meeting which will consider member fees, special assessments, changes to the budget, or amendments to rules regarding unit use, notice of such meeting must be delivered or mailed to members and posted on the bulletin Board in Plantation Hall not less than fourteen (14) days prior to the meeting. Evidence of this compliance shall be made by the secretary. Notice of any meeting shall list its time, place and purpose.

8.2. **Special board meetings and their required notice.** Special meetings of the directors that are not regularly scheduled may be called by the president, or if the president is

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absent, by a vice president and must be called by the president or secretary at the written request of one third (1/3) of the members of the board. Deadlines for notice of special board meetings, and public notice of such meetings, shall be the same as deadlines and notice of regular board meetings (see Article 8.1 (a) and (b) above.).

8.3. Committee meetings and their required notice. Meetings of a committee appointed to take final action on behalf of the board must be posted not less than forty-eight (48) hours prior to such meeting. Meetings of a committee to make recommendations regarding the budget or assessments must be posted not less than fourteen (14) days prior to such meeting. All other committee meetings are exempt from this provision.

8.4. Minutes of Meetings. The minutes of all meetings of the board of directors shall be kept in a businesslike manner with a copy posted on the bulletin board in Plantation Hall for inspection by members. Minutes of the meetings of the board of directors shall be retained for a period of not less than seven (7) years.

8.5. Quorum is necessary. A quorum at a director's meeting shall consist of a majority (more than 50%) of the entire board of directors. No business may be transacted unless a quorum of directors is present.

ARTICLE IX. BUDGETS AND ASSESSMENTS

9.1. Financial committee proposes budget. The board of directors shall appoint a committee to prepare a proposed annual budget. The committee meeting at which the budget is compiled and the director's meeting at which the budget will be considered shall be open to all members.

9.2. Deadline for dissemination of proposed budget. Copies of the proposed annual budget shall be mailed or delivered to the members not less than fourteen (14) days prior to the date of the annual membership meeting.

9.3. Format. The proposed annual budget shall be detailed and shall show amounts budgeted by accounts and expense classifications according to Florida law.

9.4. Majority vote adopts budget. If the proposed budget is approved by a written vote of at least a majority (more than 50%) of the total voting interests, the budget shall be adopted. The budget may be amended in the same manner.

9.5. Equitable obligation. Each member shall be liable for an equal percentage or portion of the common expense and emergency expenses.

9.6. Determination of member fees and assessments.

a. **Member fees.** The directors shall determine the sums necessary to assess members for their share of the common expenses according to the proposed budget. Common expenses shall include the cost of administering the cooperative, all insurance coverage carried by the cooperative, and any other expenses designated as common expenses by the directors.

b. **Special assessments.** A special assessment may be necessary to pay for emergency expenses incurred after a natural disaster or other circumstances. These would be expenses not covered by corporate insurance or able to be paid from any reserve accounts and are too great to be paid from current operating funds. Special assessments, if necessary, shall be recommended by an appointed committee, meeting for the purpose and in compliance with proper notice of such committee meetings (see Article 8.3). Any special assessment shall be presented by the committee at a meeting of the board of directors lawfully held with respect to

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meetings discussing fiscal matters and assessments (see articles 8.1 and 8.2). Special assessments approved by a majority (more than 50%) of the board of directors shall be levied in the same manner as regular member fees. They shall be payable in the manner determined by the directors.

c. **Notification and payment schedule.** When the directors determine the amount of any member fee (as stated in the approved budget) or any special assessment, notice of such fee or special assessment shall be delivered or mailed to each member. All fees and special assessments shall be paid to the treasurer or as directed. Member fees and special assessments shall be made against all members monthly or as specified by the directors. The member fee shall be due and payable on the first day of the month and if unpaid by the fifth day of the month shall be deemed to be delinquent. See rules and regulations for the current penalty.

9.7. **Remedies.** All sums assessed and unpaid which have become delinquent shall constitute a lien on the appropriate unit prior to all other liens. Such lien may be foreclosed by suit made on behalf of the cooperative, in a like manner as a foreclosure action of a real estate mortgage, and upon foreclosure the owner upon whose unit foreclosure has been instituted shall be required to pay all costs including a reasonable attorney's fee. In addition, the cooperative shall be entitled to, as additional damages, all costs, fees, rents or assessments which should have been paid by the member until the date of final judgment. The cooperative shall have the power to bid at the foreclosure sale and to acquire the unit and all rights associated with it.

9.8. **Right to assign.** The cooperative reserves the right to assign to any mortgage holder its lien rights provided for by this section or otherwise provided for by the lease and to assign its rights to foreclose the unit of any owner as set out in Article 9.6 above.

9.9. **Acceleration of special assessment installments upon default.** If a member shall be in default in the payment of an installment upon a special assessment, the directors may accelerate the remaining installments of the assessment upon notice to the member. The unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

ARTICLE X. CORPORATE FUNDS AND FISCAL MANAGEMENT

10.1. **Depositories.** The funds of the cooperative shall be deposited in the name of the cooperative in such depository financial institutions as may be determined and approved by resolutions of the board.

10.2. **Fiscal year.** The fiscal year of the cooperative shall begin on the first day of April each year; however, the board is authorized to change to a different fiscal year if advisable.

10.3. **Execution of documents.** Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money and other evidences of indebtedness of this cooperative will be signed by the president or other person designated by the board of directors.

10.4. Application of payments.

a. **Operating funds.** All sums collected by the cooperative from member fees, special assessments, and any other revenue source and that have not been designated in the reserve schedule as reserve funds shall be considered operating funds.

b. **Reserve funds.** The budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to roof

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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. The amount to be reserved shall be computed according to Florida law. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance.

10.5. Expenditure of reserve funds. The board of directors may expend reserve funds for its intended purpose by a vote of a simple majority of directors at a regular or special board meeting if the total expenditure amount is equal to or less than \$50,000. For reserve expenditures greater than \$50,000, the vote of the directors must be unanimous.

10.6. Commingling of funds. Reserve and operating funds of the cooperative shall not be commingled unless combined for investment purposes. If combined for investment purposes, such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account.

10.7. Audit. An audit of the accounts of the cooperative may be made from time to time if directed by the board of directors. A copy of any audit or other financial report shall be furnished to each member of the cooperative per Florida law.

10.8. Scope of financial records. Books and accounts of the cooperative shall be kept under the direction of the treasurer and in accordance with a uniform system of accounts. The books and records of the cooperative shall contain all information necessary and appropriate for a cooperative corporation.

10.9. Accounting records and reports. The accounting records shall be maintained at a location determined by the board of directors and open to inspection at reasonable times by the members or their authorized representatives. The records available for inspection shall include a record of all receipts and expenditures of the cooperative. Any member requesting an inspection may access information about his own unit including the legal name on file, the current mailing address, the amount of each assessment, the dates and amounts in which assessments come due, the amounts and dates paid upon the account and the balance due.

10.10. Third party annual report. Within sixty (60) days of the end of the fiscal year, the board of directors shall contract with a third party to prepare and complete a financial report covering the preceding fiscal year. This report will be compiled and distributed according to Florida law by December 1 of each year.

10.11. Tax returns. Federal and state tax returns and all other legal corporate reports shall be completed and submitted per federal and Florida law.

ARTICLE XI. AMENDMENTS TO THESE BY-LAWS

These By-Laws may be amended in the following manner:

11.1. 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.

11.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority (more than 50%) of the directors or by not less than one-third (1/3) of the members.

11.3. Adoption. A proposed amendment shall be approved by the affirmative vote of a majority of votes cast.

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11.4. Consent to certain amendments. No amendments to the by-laws shall be valid without the written consent of 100% of the members affected by any amendment that changes the proportion or percentage by which the member shares the common expenses and owns the common surplus and equity in the cooperative, or changes or modifies the voting rights.

11.5. Errors and omissions of clauses required by Florida law. In the event there is an error or omission of clauses required by Florida law in these by-laws or exhibits thereto, or any cooperative documents, then the board of directors may correct such error and/or omission by an amendment to these by-laws without requiring any vote by members.

ARTICLE XII. INDEMNIFICATION AND FIDELITY BOND

12.1. Indemnification. Every director, officer and committee member of the cooperative shall be indemnified by the cooperative 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, or committee member of the cooperative. This indemnification shall apply whether or not he is a director, officer, or committee member at the time such liabilities or expenses are incurred, except in cases wherein the director, or officer, or committee member 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.

12.2. Insurance or fidelity bond. The cooperative shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the cooperative. This includes, but is not limited to, those individuals authorized to sign checks, and the president, secretary, and treasurer of the cooperative. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the cooperative or its management agent at any one time.

ARTICLE XIII. ARBITRATION

Pursuant to Section 719.106 (1) (l), F.S., any internal disputes arising from the operation of the cooperative shall be subject to mandatory, non-binding arbitration in accordance with Section 719.1255, Florida Statutes.

ARTICLE XIV. TERMINATION BECAUSE OF ECONOMIC WASTE OR IMPOSSIBILITY

If the Plantation Estates cooperative has been nearly completely destroyed or demolished, the Board of Directors may file a petition in court seeking termination of the cooperative and equitable relief for shareholders. This petition to the court is to be constructed in conjunction with a bona-fide purchase offer for Plantation Estates. The petition must detail the specific

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functional and financial outcomes for each shareholder, considering shareholder liabilities and equitable ownership of the common property. Within 10 (ten) days after the filing of a petition, the petitioner (Plantation Estates Board of Directors) shall record the proposed plan of termination and mail a copy of the proposed plan and a copy of the petition to each member of the Board of Directors and to each shareholder/owner at the address reflected in the official records of the association.

Passed and adopted on: May 21, 2024

By:

 President

Mark A. Bulmahn, President

Attest:

 Secretary

Charles J. Elwer, Secretary

See next page for 3.4 Rental Moratorium

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Addendum to Plantation Estates By-Laws

Adopted by the Board of Directors on June 27, 2023

Rental moratorium waiver granted for a limited time.

"I motion for the board to approve a 'blanket waiver' of the 3.4 MORATORIUM ON RENTING ANY PURCHASED UNIT/LEASEHOLD INTEREST IN THE FIRST TWO YEARS OF OWNERSHIP for all members with 'leasehold interest' granted by Plantation Estates Mobile Homeowners, Inc. This waiver is allowed by our bylaws 3.4 which states: 'The Board of Directors shall have sole and absolute authority to waive this provision in any case involving hardship or other special circumstances.' This waiver is to expire on 6/1/2025."

This motion was approved by the Board of Directors on June 27, 2023.

Extension for the rental moratorium waiver, June 10, 2025, Board of Directors Meeting. Gary Saucier motioned to extend the waiver of the 3.4 MORATORIUM ON RENTING ANY PURCHASED UNIT/LEASEHOLD INTEREST IN THE FIRST TWO YEARS OF OWNERSHIP for an additional two years. The previous dated 6-1-2025 will now expire on 6-1-2027. Lisa Swanson seconded the motion, all in favor, motion carried.

9-10-2025