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PLANTATION ESTATES MOBILE HOMEOWNERS, INC.
16265 John Morris Road, Fort Myers, Florida 33908

APPLICATION FOR MEMBERSHIP IN PLANTATION ESTATES COOPERATIVE

Plantation Estates is a cooperative. To own property in the park you must be a member of the cooperative. Please submit this completed application for membership to the attention of the Board of Directors at Plantation Estates Mobile Homeowners, Inc. at 16265 John Morris Road, Fort Myers, Florida 33908.

Date _____

To: Board of Directors of Plantation Estates Mobile Homeowners, Inc.

Legal Name as it will appear as the new owner of the property in all documents: _____

I intend to purchase Unit No. _____, located at Plantation Estates Mobile Homeowners, Inc. and request approval for a membership certificate in the Cooperative. ***A copy of the sales contract is attached.*** I attest that the following information is factual and true. I am aware that any falsification or misrepresentation of the facts in this application will result in the rejection of this application, or constitute grounds for the Cooperative to void any approval that may be granted. I consent and acknowledge that you may make further inquiry concerning this application, particularly of the references given below and credit standing.

I have read and agree to be bound by the Cooperative Governing Documents, copies of which documents have been furnished to me. These are By-Laws, Articles of Incorporation, Rules and Regulations, Lease Agreement, Questions and Answers.

I understand that Plantation Estates Mobile Homeowners, Inc. is exempt from the familial status provision of federal and state fair housing laws as a community for persons 55 years of age or older. The unit owner shall use the unit leased by the Lease Agreement as a private dwelling for himself/herself and for himself/herself and his/her immediate family within the following age restriction; for occupants who reside in the park for a period of more than 30 days in a calendar year, up to 10% of the 151 units may be occupied by persons 50 years of age or older if one occupant in the same unit is 55 years of age or older. All occupants in the remaining percent of the units must be 55 years of age or older. ***Copies of a driver's licenses, birth certificates, passports, immigration cards, military identifications, or other state, local, national or international official documents containing birth dates of comparable reliability are attached for all of the occupants.***

I understand that the Cooperative may, pursuant to the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et. seq., obtain a consumer credit report on the applicants signing this Application. By signing this Application, I hereby consent to the Association obtaining a consumer credit report, conducting, or having conducted, a criminal and/or civil investigation of any prospective occupant and considering same in connection with my application. I understand that every effort shall be made by the Cooperative to maintain the confidentiality of the report; however, by signing the application, I hereby waive and hold the Cooperative harmless from any claim, action or suit regarding the consumer credit report.

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Full name of present owners of the unit: _____

Full Name of Applicant: _____

Date of birth of applicant: _____

Full name of spouse/co-applicant: _____

Date of birth of spouse/co-applicant: _____

Present residence address: _____ How long? _____

City _____ State _____ Zip _____ Phone _____

If present residence or any previous residence is a condominium, cooperative, or is subject to a regulation by a homeowner's corporation:

Name and address of the corporation: _____

City _____ State _____ Zip _____ Phone _____

If present residence is a rental:

Name and address of current landlord: _____

City _____ State _____ Zip _____ Phone _____

Names and addresses of employer(s) during the three years prior to the date of this application and the dates of employment. Begin with present employer:

(1) _____

(2) _____

Please state the name, relationship and date of birth for all persons who will permanently occupy the unit or will be visiting on a regular basis:

Name _____ Relationship _____ Date of birth _____

Name _____ Relationship _____ Date of birth _____

Name _____ Relationship _____ Date of birth _____

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Name _____ Relationship _____ Date of birth _____

Please provide three personal references (local if available).

1. Name _____ Phone _____

Address _____

2. Name _____ Phone _____

Address _____

3. Name _____ Phone _____

Address _____

Please provide three bank, credit or business references:

Current
Bank _____ City/State _____ Phone _____

Name _____ City/State _____ Phone _____

Name _____ City/State _____ Phone _____

I intend to: Personally reside full time _____ Personally reside part time _____ Rent the unit _____

Person to notify in case of emergency: _____ Phone _____

Manufacture, model and year of automobile(s):

Car No. 1 _____ License No. _____

Car No. 2 _____ License No. _____

Do you have a pet? _____ Describe _____

Do you intend to keep it at Plantation Estates? _____

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APPLICATION FOR MEMBERSHIP IN PLANTATION ESTATES COOPERATIVE

Do you own or lease a motor home or van that you intend to keep at Plantation Estates? _____

Please indicate the length of any motor home or van: _____

Name of Real Estate Agent (if any) handling this transaction:

Name _____ Address _____ Phone _____

Mailing address for notice of acceptance or rejection of this application:

Address _____ Phone _____

I understand that upon receipt of this totally completed Application, including sales contract, and personal interview (if requested), Plantation Estates Mobile Homeowners, Inc. has thirty (30) days within which to accept or reject this application.

I understand that any violation of the terms, provisions, conditions, and covenants of the Cooperative's documents provides cause for pursuit of remedies therein provided. I will provide a copy of the recorded Membership Certificate to the office of Plantation Estates within thirty (30) days of closing.

Dated this _____ day of _____, _____

Signature of Applicant

Signature of Co-Applicant/Spouse

REMEMBER TO ATTACH

- *A copy of the signed contract*
- *A legible copy of Driver's License or other proof of age for all occupants and applicants*
- *Signed Application for Credit Report*

Plantation Estates review:

Reviewed by _____

Approval Date _____

Date of Review _____

Board Member Signature of Approval:

Notes:

PLANTATION ESTATES MOBILE HOMEOWNERS, INC.
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Rules and Regulations
(As Revised January, 2022)

The Board of Directors of Plantation Estates shall be responsible for the development and enforcement of rules and regulations. It is hopeful that any infraction of the rules and regulations can be resolved with a discussion between a Director and the homeowner. In the event the issue cannot be resolved, a letter from the Board will be sent to the homeowner outlining the issue and establishing a timeline for the issue to be resolved. If the issue remains unresolved upon completion of the timeline, a fine will be assessed to the homeowner and the Board will have the issue corrected and the charges incurred will be assessed to the homeowner.

1. If permitted by Florida Law and Lee County ordinances, any mobile home in Plantation Estates that might be destroyed by hurricane, fire, flood, etc. may be replaced on the same lot, but must meet all association standards developed by the Board of Directors and the Lee County Mobile Home Building Codes.

2. It is required that the front lawn light shall have a white bulb and be lighted and maintained, whether the owners are in residence or not, as a safety factor. When the lamp fixture is changed, it shall be replaced with a WHITE GLOBE for uniformity. Any additional exterior lighting must be shaded so as not to become a nuisance to other residents.

3. No exterior modifications, planting or removing trees or shrubs, or additions to a mobile home or site may be made without the approval of the majority (4) of the Board of Directors after receiving a recommendation of the Architectural and Remediation Committee and modification or addition plans must meet the Lee County Mobile Home Building Code. A Lee County Building Permit must be obtained before the work may begin. Permits must be prominently displayed on the mobile home site. If you plan to make changes in the overall dimensions of your mobile home or make changes to your lot, you should refer to your lease agreement and consult the Board of Directors. All homeowners must repair and maintain their homes all year or arrange to have it done. A respectable appearance of the home is expected even if they are not in residence.

Guidelines for house and/lot improvement as follows. Application to be submitted to The Architectural and Remediation Committee in writing, where the Board of Directors approval required. Past approvals do not dictate future approvals.

If in doubt about the need for a Building Permit, please contact Lee County at 239-479-8597.

If you are in doubt about needing the approval of the Board of Directors, call the President of the Board.

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<u>Project</u>	<u>Lee County Building Permit required</u>	<u>Board of Directors or its Designee Approval required</u>
Painting exterior of house/driveway	no	yes (except when same)
Window replacement	yes	no
New screen room w/vinyl windows	yes	yes
Concrete work less than 4" thick	no	yes (includes pavers)
Concrete work more than 4" thick	yes	yes
New Roof or roof overs	yes	yes
Carport additions	yes	yes
Metal awnings/hurricane shutters	yes	yes
Siding and/or soffit work	yes	yes
Fencing	yes	yes
Lattice / Screening on Carport	no	yes
Planting flowers	no	no
Planting of trees & shrubs	no	yes
Electrical or plumbing work by an outside contractor	yes	no
Utility room expansion	yes	yes

No expansion to a previously expanded driveway.

Guidance on driveway expansion is no more than 2' on either side

The concern for stormwater runoff will likely come into the decision process when approving future driveway expansions

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4. Since surface water drainage and direction of flow is the Association's responsibility, no obstructions to the flow of surface water shall be made or erected.

5. The unit owner is responsible for the cost of damage caused to any underground utility when digging to plant, re-locate, or remove trees or shrubs. Should any damage occur while digging, the unit owner shall notify the Board of Directors immediately and arrangements will be made for repair. A "no charge" underground cable locating service is available with a 48-hour advance notice before digging. Call 1-800-432-4770 for this service. When PE is responsible for the removal of part of a driveway for utility repair etc., the unit owner shall be responsible for any covering above the concrete, i.e, paint, pebbles, etc.

6. No unattached buildings or outdoor storage of any kind, including but not limited to boxes, crates and used furniture, will be permitted on any unit or under any mobile home. No satellite dishes are allowed.

7. Umbrella type outdoor clothes dryers may be used in an inconspicuous place. These must be removed when the unit is unoccupied. No clothes lines are to be strung in carports, between trees, or attached to the house.

8. Plantation Estates Mobile Homeowners, Inc. is "A 55 and older Community". Article 1.6 of the By Laws state that, "For occupants who reside in the park for more than thirty (30) days in a calendar year, up to 10% of the 151 units may be occupied by persons 50 years of age and older if one occupant in the same unit is 55 years of age or older." This also applies to nonpaying guests. When guests occupy a unit in the absence of the owner, the owner is requested to notify the Association of their residency. If guests occupy a unit for more than thirty (30) days in a calendar year and the owner is present, The Board of Directors approval is necessary. The Board of Directors has the authority to waive any rule, regulation, policy, practice, or service when appropriate.

9. Plantation Estates shall not be responsible for the loss to your unit by fire, theft, windstorm or from any cause whatsoever. Unit owners are responsible for sewer service from their home to the common lines. Electric service is also the responsibility of the unit owner from his home to the meter socket, including the meter socket. The pedestal and the concrete block are owned by the association and the wires from the transformer to the meter base are owned by PE. PE is responsible for the service up to the pedestal and FPL owns the meters.

10. In order for unit owner to store travel trailers, storage/cargo trailers, boats, RV's or other vehicles that will not fit under the unit owner's carport, the vehicle owner must present proof of ownership, which will be copied and kept on file in the office at Plantation Hall. Parking space will be assigned by the Board of Directors representative. Such vehicles must display a current license plate and be insured. Vehicles parked in this open lot are solely at owners' risk. Once the vehicle is removed from the space, the Board of Directors representative must be notified so the space may be re-assigned. Limit per

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owner is one space. If more space is required, the Board of Directors approval will be necessary. Stored vehicles, trailers, etc. must be moved as and when required for grass cutting purposes and shall not be propped up or placed on blocks or framing. Vehicle owners who are away from the park must leave keys with a Board of Directors Member or responsible person, in order that the vehicle may be moved as necessary. Request for storage shall be made each year

11. No on-street parking will be allowed at any time, except for deliveries, service work and pick-ups. No overnight parking on lawns is allowed and no parking will be allowed at any time at or near the cul-de-sac Helipad on Raintree Lane, or any other cul-de-sac. Parking at the Clubhouse along Birch Blvd shall be "Event Only" and no overnight parking. Parking on the grass along Clubhouse Dr. shall be limited to 20 ft. off the pavement and a maximum of 24 hours at a time. PE shall designate at least 6 spaces in the back lot for "unassigned short term parking – maximum 7 days" Autos Only. For any overnight parking, the vehicle owner shall leave owner contact information / lot # visible on vehicle. Larger trucks or RV's that will not fit under a carport must utilize the storage in the back lot.

12. The Association is responsible for the mowing of lawns around mobile homes and common areas. The Association is responsible for trimming one palm tree per unit if it is located in the front yard and not a royal palm or self-cleaning tree. Trimming and landscaping are the responsibility of the unit owner. If the condition of plants and trimming become a detriment to the general appearance of the Park, the Board of Directors reserve the right to have the work done and charge the unit owner. If the unit owner is on an extended absence from the Park (over 30 days) the unit owner will be notified by letter that the condition exists and the action to be taken by the Board of Directors. The unit owner is responsible for the cost incurred.

13. The Board of Directors reserve the authority to establish a speed limit within Plantation Estates and to enforce the limit, which is currently 15 miles per hour. No vehicles that create excessive noise shall be permitted in the Park.

14. When permitted by water use restrictions, sprinkling may be done by garden hose held in hand. Guests and residents are permitted to wash their vehicles. Hoses must not be permitted to flow steadily while washing. Exception shall be new plantings and limited to 30 days. See the Board of Directors for any other exception.

15. Trash will be collected twice a week, at the curb. It is to be placed in plastic bags, tied and placed in garbage cans w/lids. All tree limbs and shrub cuttings must be tied in bundles and not to exceed four feet in length. Plastic bags containing foods must be put out on the pick-up morning to avoid raiding by animals. If you put trash out the night before, use closed containers. "No Fish Guts" Receptacles for fish waste are available at the Punta Rasa Boat Ramp. No trash or garbage will be burnt on any lot. Pick up of recyclable material will be dictated by the bulk hauler's schedule. Changes in trash and recyclable pick up will be published in the park newsletter.

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16. The maintenance and repair of the recreational facilities and equipment shall be the responsibility of the association except that unit owners shall be held responsible for any damage to facilities from their individual or guests' negligence or deliberate act. All unit owners and guests shall observe the rules posted at the swimming pool, shuffleboard courts, Plantation Hall or any other recreational facility that may be provided, which are incorporated herein by reference. Use of the recreational facilities by unit owners and guests is at their own risk. Guests utilizing the recreational facilities must be staying in the homeowner's unit. In the event a unit owner or guest constantly refuses to comply with the various rules and regulations for the use of recreational facilities, the Board of Directors has the right to refuse those persons the use of those facilities.

17. Bicycles, golf carts, roller blades or skateboards are permitted on the paths and roads. Extreme caution must be exercised at all times when operated such equipment., particularly in the vicinity of Plantation Hall or the shuffleboard courts. Exception is made for handicapped persons. Bicycles must be parked in racks provided on the east side or in front of Plantation Hall. For security reasons we suggest bicycles be locked to the rack. It is required that all bicycles and golf carts ridden after sunset have a light on the front and on the back. Golf carts may be driven only on the streets, common grounds, sidewalks where required and owner's lot with permission. No skateboards or roller blading after sunset. All bicycles, skateboards, golf carts or roller blades left unattended are at the owner's risk. (None of the above are permitted within the fence surrounding the swimming pool with the exception of handicapped persons). Recreational drones are not allowed. No one shall be allowed in the pool fenced-in area after the pool cover is in place over the pool!!!!

18. Monthly maintenance covers the following: Lawn mowing, potable water, irrigation water when permitted, sewage, trash, recyclables, garbage pick-up, cable TV and the use of the recreational facilities and janitorial service in Plantation Hall.

19. All homeowner's fees are due on the first day of the month. A late charge of \$1.00 per day will be levied for all maintenance payments received after the fifth day of the month.

20. Residents will be allowed **ONE** small common non-aggressive domestic house pet, not to exceed 35 pounds or more at maturity. (35 Pounds Means 35 Pounds!) If requested by the Board, the pet owner shall provide the pet weight as provided from a veterinarian. Household pets shall not be allowed off the resident's lot unless properly restrained and dogs must be kept on a leash. No household pet shall be permitted to make excessive noise, nor are they allowed in the recreation areas. All pet excrement must be cleaned up by the owner. Unit owners are also responsible for their renters to follow the same rules. Any pet that becomes aggressive will be asked to leave the Park. Service and Emotional Support Animals are not considered pets. Owners or guests who have Service/Emotional Support animals must provide the Board of Directors with valid documentation supporting the need for such animal.

21. No major repair on any vehicle is permitted in the Park.

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22. No overnight camping in travel trailers, recreational vehicles, or tents shall be permitted in the Park.
23. The lots facing McGregor Boulevard and John Morris Road shall not be used for the sale of motor vehicles, boats, trailers, real estate / rental signs or any other personal equipment.
24. Residents will not be allowed to have garage sales.
25. Visitors are welcome to use the recreational facilities under the supervision of their host resident. Non-swimmers must be accompanied and supervised by a competent swimmer while using the pool.
26. Plantation Hall is for the use of the unit owners. When the hall is not scheduled for a group activity by the Association or the Social Club, the Hall is open to residents and their guests. A calendar of reserved times shall be posted on the bulletin board. The Corporate Secretary and the Social Club President shall coordinate the times for reserved use of Plantation Hall.
27. Overnight occupancy in a home is limited to eight (8) persons, including the unit owner. Exceptions may be granted with the approval of the majority of the Board of Directors. Excessive noise will not be allowed.
28. Anyone with a communicable disease or open wounds shall not use the swimming pool. Incontinent persons must wear special water-proof covers over their diapers.
29. Open burning, recreational fires and the use of fire pits and portable fireplaces shall not be allowed anywhere in Plantation Estates.
30. No Composting or Bird Feeders Shall Be Permitted.
31. Any exceptions to the Rules and Regulations shall be obtained from the Board of Directors.
32. Article 3.6 of the By Laws state, "Should a unit owner wish to sublease (rent for consideration) his unit, he shall furnish the Association with a copy of the proposed sublease (Notice of Rental) and the name of the proposed lessee (renter), as well as all proposed occupants. Failure to notify the Association prior to the leasing (rental) period shall result in a \$100.00 fine, unless waived by the Board of Directors."

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By-Laws

Adopted March 20, 2018

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 dwelling (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 comprising the 151 units placed on residential lots in Plantation Estates as shown on the map or plat of the property. As used in this document, a "unit" shall be defined as a mobile home, its appurtenances, alterations and improvements, which is subject to exclusive right of use and possession as a dwelling. These 151 memberships shall constitute the total voting interests in the cooperative.

2.2. **Membership restricted to unit owners.** Membership in this cooperative shall be limited to persons or entities who have acquired legal ownership of a unit and have been approved

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

2.3. No age restrictions for unit owners. Any person of any age, any group of people of any age, and any legal entity may own a unit. 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 unit ownership is to be by sale/purchase of a unit. The approval of the cooperative that is required for membership and for the transfer of ownership of a unit 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 unit 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 or appearance required to process the application in a timely manner;
- vi. The member requesting the transfer has had fines assessed against him

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or her which have not been paid in full.

2.6. Application and approval if the transfer of unit ownership 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 unit 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 unit 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 unit. 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 unit owner shall be entitled to a lease agreement to occupy any lot upon which he owns a mobile home. So long as such unit owner shall pay all assessments, taxes, and fees levied by the cooperative, and if the unit owner otherwise abides by the rules and regulations of the cooperative, that unit owner shall be entitled to renew the lease agreement in perpetuity. However, if a unit 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 unit owner to occupy the particular lot shall terminate and the unit 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 unit owner's agreement to abide by the governing documents, membership shall entitle the unit owner to:

- 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

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Article 1.6;

c. The exclusive use of such unit;

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 unit ownership 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 unit ownership 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 unit owner 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 unit owner 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.

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 (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 unit owner, 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. **Unit owner'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 unit owner.

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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 for the first twenty-four months of ownership. No purchased unit 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 unit owner 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;
- d. The application for approval, facts discovered in connection with the cooperative's investigation, or the conduct of the proposed renter indicates that the 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 unit owner;
- f. The proposed renter has failed to provide the information or appearances required to process the application in a timely manner;

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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 unit owner 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. Unit owners 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 unit owners 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.

4.3. Notices of the annual membership meeting. It shall be the duty of the secretary to notify the unit owners of the annual membership meeting by a first notice, second notice, and third notice delivered to each unit owner 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 unit owners 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 unit owners 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

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special membership meetings shall be delivered in writing or by electronic means to each unit owner 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 unit owners, 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 unit owner 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 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

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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 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 unit or a representative of a legal entity that is the owner of a unit.

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

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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 unit owners giving notice of the meeting as required, (see Article 4.4), and the notice shall state the purpose of the meeting.

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

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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 unit owner 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 unit owners 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 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 unit owners to meet the

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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 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

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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 unit owners 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 unit owner 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 unit owners 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 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 unit owner. All fees and special assessments shall be paid to the treasurer or as directed. Member fees and special assessments shall be made against all unit owners 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 unit owner 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.

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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 unit owner 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 unit owner. 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 unit owner, 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 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 unit owner 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

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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 unit owners or their authorized representatives. The records available for inspection shall include a record of all receipts and expenditures of the cooperative. Any unit owner 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 unit owners.

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

11.4. Consent to certain amendments. No amendments to the by-laws shall be valid without the written consent of 100% of the unit owners affected by any amendment that changes the proportion or percentage by which the unit owner 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

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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.

Passed and adopted on March 20, 2018

James Akins, President
Jill Burmester, Secretary

**PROPOSED AMENDMENTS TO THE
ARTICLES OF INCORPORATION
AND BY-LAWS OF
PLANTATION ESTATES MOBILE HOMEOWNERS, INC.**

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

ARTICLES OF INCORPORATION

I. Article III of the Articles of Incorporation of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

The stockholders of this Corporation shall consist only of bona fide owners of ~~mobile homes situated on~~ leasehold interests for lots in Plantation Estates who have paid for a share of stock and all dues, assessments and charges required to be a member of the Corporation; such charges may be amended from time to time by the Directors of the Corporation. Members shall be entitled to one vote for each membership unit (mobile homesite) of the Corporation. The manner of exercising voting rights shall be determined by the By-Laws of the Corporation.

BY-LAWS

II. Article I, Section 1.4 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~dwelling unit~~ (mobile home) is vested in the individual members.

III. Article II, Section 2.1 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.1. **Number of memberships.** The maximum authorized membership of the cooperative shall be 151 memberships ~~comprising~~ comprised of owners of the 151 units placed on leasehold interests of residential lots in Plantation Estates as shown on the map or plat of the property. ~~As used in this document, a "unit" shall be defined as a mobile home, its appurtenances, alterations and improvements, which is subject to exclusive right of use and~~

~~possession as a dwelling.~~ These 151 memberships shall constitute the total voting interests in the cooperative.

IV. Article II, Section 2.2 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.2. Membership restricted to unit owners. Membership in this cooperative shall be limited to persons or entities who have acquired legal ownership of a unit leasehold interest and a share in the corporation and have been approved for membership by the board of directors using the procedures outlined in these by-laws and other documents of the cooperative. As used in this document, the terms “unit leasehold owner,” “member,” and “membership” refer to the same subject and are interchangeable.

V. Article II, Section 2.3 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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

VI. Article II, Subsection 2.5(a) of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.5. Application and approval if the transfer of unit ownership leasehold interest is to be by sale/purchase of a unit leasehold interest. The approval of the cooperative that is required for membership and for the transfer of ownership of a unit 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 unit 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.

Subsections (b) and (c) remain unchanged.

VII. Article II, Section 2.6 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.6. Application and approval if the transfer of unit-ownership 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 unit-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 unit 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.

VIII. Article II, Section 2.9 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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

IX. Article II, Section 2.11 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.11. Right of occupancy agreement. Each unit-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 unit-leasehold interest owner shall pay all assessments, taxes, and fees levied by the cooperative, and if the unit leasehold interest owner otherwise abides by the rules and regulations of the cooperative, that unit-leasehold interest owner shall be entitled to renew the lease agreement in perpetuity. However, if a unit-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 unit-leasehold interest owner to occupy the particular lot shall terminate and the unit-leasehold interest owner shall become a tenant at sufferance of the cooperative.

X. Article II, Section 2.12 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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

- 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.

XI. Article II, Section 2.13 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.13. Membership rights in the instance of multiple owners. If ~~unit ownership 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 ~~unit ownership 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.)

XII. Article II, Section 2.14 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.14. Release of retiring owner. When the applicant has been approved for membership and has executed all required documents, the retiring ~~unit owner-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.

XIII. Article II, Section 2.15 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

2.15. Member's right of inquiry. If a ~~unit-owner~~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.

XIV. Article III, Section 3.2 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit-owner~~ 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.

XV. Article III, Section 3.3 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

3.3. ~~Unit-owner's~~ 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 ~~unit-owner~~ member.

XVI. Article III, Section 3.4 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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.

XVII. Article III, Section 3.7 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit owner 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;
- d. The application for approval, facts discovered in connection with the cooperative's investigation, or the conduct of the proposed renter indicates that ~~he~~-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 ~~unit owner 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.

XVIII. Article III, Section 3.9 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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

XIX. Article IV, Section 4.1 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

4.1. Annual membership meeting. ~~Unit owners~~-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 ~~unit-owners-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.

XX. Article IV, Section 4.3 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

4.3. Notices of the annual membership meeting. It shall be the duty of the secretary to notify the ~~unit-owners-members~~ of the annual membership meeting by a first notice, second notice, and third notice delivered to each ~~unit-owner-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.

XXI. Article IV, Section 4.4 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

4.4. Special membership meetings. Special meetings of the ~~unit-owners~~ 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 ~~unit-owners-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 ~~unit-owner-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.

XXII. Article IV, Section 4.8 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit-owners~~ members, their authorized representatives and board members. The cooperative shall retain these minutes for a period of not less than seven (7) years.

XXIII. Article IV, Section 4.10 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit owner-member~~ owns more than one membership certificate in the cooperative, he/she shall be entitled to one vote for each certificate.

XXIV. Article V, Section 5.1 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit-leasehold interest~~ or a representative of a legal entity that is the owner of a ~~unit~~ leasehold interest.

XXV. Article V, Section 5.4 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit-owners~~ members giving notice of the meeting as required, (see Article 4.4), and the notice shall state the purpose of the meeting.

XXVI. Article VI, Section 6.2 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit owner-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 ~~unit-owners-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.

XXVII. Article VII, Section 7.3 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit-owners-members~~ to meet the common expenses.

XXVIII. Article IX, Section 9.2 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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

XXIX. Article IX, Section 9.5 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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

XXX. Article IX, Section 9.6 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

9.6. Determination of member fees and assessments.

a. **Member fees.** The directors shall determine the sums necessary to assess ~~unit owners~~ 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 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 ~~unit owner~~ 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 ~~unit owners~~ 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.

XXXI. Article IX, Section 9.7 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit owner~~

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.

XXXII. Article IX, Section 9.9 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

9.9. Acceleration of special assessment installments upon default. If a ~~unit owner~~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 ~~unit owner~~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 ~~unit owner~~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.

XXXIII. Article X, Section 10.7 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit owner~~member of the cooperative per Florida law.

XXXIV. Article X, Section 10.9 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit owners~~members or their authorized representatives. The records available for inspection shall include a record of all receipts and expenditures of the cooperative. Any ~~unit owner~~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.

XXXV. Article XI, Section 11.2 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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 ~~unit owners~~members.

XXXVI. Article XI, Section 11.4 of the By-Laws of Plantation Estates Mobile Homeowners, Inc. is amended to read as follows:

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

ARTICLES OF INCORPORATION
OF
PLANTATION ESTATES MOBILE HOMEOWNERS, INC.

Note: This document was filed with the Secretary of State, Tallahassee, Florida on April 28, 1986 at 8:04 AM. The document number is J11213. It was re-recorded on April 3, 2002 at 1:51 PM, Lee County records, Instrument number 5405384, Book 03614, page 4026.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, each natural person competent to contract, do hereby associate ourselves together for the purpose of forming and creating a corporation under and by virtue of the laws of the state of Florida, and we agree to the following Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation is PLANTATION ESTATES MOBILE HOMEOWNERS, INC.

ARTICLE II
PURPOSE/POWERS

The purpose for which this Corporation is organized shall be as follows:

To insure the welfare, safety, communication and enjoyment of and among the residents of Plantation Estates Mobile Home Park, hereafter known and referred to as Plantation Estates and to exercise the rights and privileges provided in Florida Statute 723 and to engage in those activities which are necessary, suitable, proper and incidental thereto for the accomplishment of that purpose.

The corporation has the power to negotiate for, acquire, and operate the mobile home park on behalf of the mobile home owners and for the conversion of the mobile home park once acquired to a condominium, a cooperative form or other type of ownership. Upon acquisition of the property, the corporation shall be the entity that creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, or, if the homeowners choose a different form of ownership, the entity that owns the record interest in the property and that is responsible for the operation of the property.

The corporation may contract, sue, or be sued with respect to the existence or nonexercise of its powers. For these purposes, the powers of the corporation include property. The corporation may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all home owners concerning matters of common interest, including, but not limited to, the common property; structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving the park property; and protests of ad valorem taxes on commonly used facilities. If the corporation has the authority to maintain a class action, the corporation may be joined in an action as a representative of that class with reference to litigation and disputes involving the matters for which the corporation could bring class action.

The corporation has the power to make and collect assessments and to lease, maintain, repair, and replace the common areas upon purchase of the mobile home park and to purchase lots in the park and acquire and hold, lease, mortgage and convey them.

ARTICLES OF INCORPORATION
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PLANTATION ESTATES MOBILE HOMEOWNERS, INC.

The corporation has the authority, without the joinder of any home owners, to modify or move or create an easement for ingress and egress or for the purpose of utilities if the easement constitutes part of or crosses the park property upon purchase of the mobile home park. This subsection does not authorize the corporation to modify or move any easement created in whole or in part for the use or benefit of anyone other than the members, without their consent or approval as required by law or the instrument creating the easement.

The foregoing paragraphs shall be constituted as enumerating the purpose, objects and powers of the corporation, and no recitation, expression or declaration of specific powers or purposes herein enumerated shall be deemed to be exclusive, but it is hereby expressly declared that all other lawful powers not inconsistent herewith are hereby included.

Should the provisions of any Article of these Articles of Incorporation conflict with the provisions of Florida Statute 723 "Florida Mobile Home Act" including any amendments to said statute the provision of Florida Statute 723 and its amendments shall prevail

ARTICLE III
QUALIFICATIONS OF MEMBERS AND MANNER OF ADMISSION

The stockholders of this corporation shall consist only of bona fide owners of mobile homes situated on lots in Plantation Estates who have paid their share of stock and all dues, assessments and charges required to be a member of the corporation; such charges may be amended from time to time by the directors of the corporation. Members shall be entitled to one vote for each membership unit (mobile homesite) of the corporation. The manner of exercising voting rights shall be determined by the By-Laws of the corporation.

ARTICLE IV
STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is one hundred fifty-one (151) shares of no par value capital stock.

The authorized shares of stock are all one class with equal voting powers and each such share shall be equal with every other such share.

ARTICLE V
TERM

The date of commencement of Corporate exercise shall be the date when these Articles, having been filed with the Department of State, State of Florida, have been approved and the filing fee accepted. The term for which the Corporation shall exist is perpetual.

ARTICLE VI
PAGE 2 of 6

ARTICLES OF INCORPORATION
OF
PLANTATION ESTATES MOBILE HOMEOWNERS, INC.

The amount of capital which this corporation will begin business is five hundred and 00/100 (\$500.00) dollars

ARTICLE VII

The names and residence addresses of the subscribers to these Articles of Incorporation are as follows:

Dorothy Pike
Rt. 24 - 106 Maple Lane
Fort Myers, Florida 33908

Chester E. Amann
Rt. 24 - 83 Birch Boulevard
Fort Myers, Florida 33908

Robert E. Briggs
Rt. 24 - 151 Raintree Lane
Fort Myers, Florida 33908

ARTICLE VIII
OFFICERS

The affairs of the corporation shall be managed by the Officers whose positions and duties are set forth in the By-Laws. The Officers shall be elected by the Board of Directors at the first meeting or as otherwise provided in the By-Laws. If a vacancy occurs in any office, it shall be filled by the Board of Directors. The names of the Officers who are to serve until the first such election are as follows:

Dorothy Pike	President
Pauline Williams	Vice President
Carolyn Keppen	Treasurer
Beth Leonard	Secretary

ARTICLE IX
DIRECTORS

The Board of Directors of the Corporation shall consist of no less than five (5) Directors as determined by the By-Laws. Directors shall be elected at the annual meeting of the members in the manner set forth in the By-Laws. Directors may be removed and the vacancies filled in the manner provided in the By-Laws. The Board of Directors shall be members in good standing in the Corporation. The Directors named in these Articles shall serve as Directors for the year ensuing the date of initial incorporation, or until the first annual meeting of the Corporation; any vacancies before then shall be filled

ARTICLES OF INCORPORATION
OF
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in the manner set forth in the By-Laws. Any director may also serve the Corporation in any other capacity except where prohibited by law. The names and addresses of the first Board of Directors are as follows:

Dorothy Pike
Rt. 24 - 106 Maple Lane
Fort Myers, Florida 33908

Pauline Williams
Rt. 24 - 15 Cottonwood Drive
Fort Myers, Florida 33908

Carolyn Keppen
Rt. 24 - 64 Poplar Place
Fort Myers, Florida 33908

Beth Leonard
Rt. 24 - 29 Dogwood Way
Fort Myers, Florida 33908

ARTICLE X
BY-LAWS

The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be amended, altered or rescinded by the Board of Directors in such manner as provided in the By-Laws.

ARTICLE XI
AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the manner provided by Statute or in the following manner should the following manner not conflict with the applicable statute: Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders meeting by a majority vote of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain Amendment of the Articles of Incorporation be made.

ARTICLE XII
REGISTERED AGENT

The street address of the initial registered office of the corporation is Rt. 24 - 106 Maple Lane, Fort Myers, Florida, and the name of its initial registered agent at such

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PLANTATION ESTATES MOBILE HOMEOWNERS, INC.

address is Dorothy M. Pike.

WE THE UNDERSIGNED, for the purpose of becoming a Corporation under the provisions of the laws of the State of Florida, do make and affix our signatures to acknowledge and file in the Office of the Secretary of State, these ARTICLES OF INCORPORATION:

WITNESS our respective hands and seals this ____ day of _____, 1986

Dorothy M. Pike

Chester E. Amann

Robert E. Briggs

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 1986, by Dorothy M. Pike, Chester E. Amann and Robert E. Briggs, SUBSCRIBERS to the foregoing Articles of Incorporation.

Notary Public

My Commission Expires:

ARTICLES OF INCORPORATION
OF
PLANTATION ESTATES MOBILE HOMEOWNERS, INC.

Note: Signatures were placed on the original documents on the 9th day of April, 1986 and notarized by a notary whose commission expired on 4/11/89

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16265 John Morris Road, Fort Myers, Florida 33908

LEASE AGREEMENT

RECITALS

1. The Association has been formed for the purpose of acquiring, owning, and operating a cooperative mobile home community, to be located at 16265 John Morris Road, Fort Myers, Lee County, State of Florida, with the intent that its members shall have the right to occupy the units thereof under the terms and conditions hereinafter set forth.

2. The unit owner is the holder of a Membership Certificate of the Association. In consideration of mutual promises, the Association lets to the unit owner the unit referred to in the Membership Certificate, located in Plantation Estates Mobile Home Park, Fort Myers, Florida, a cooperative, according to the Lease Agreement and Plat Plan attached to Prospectus recorded in Instrument number 2006000447322, of the Public Records of Lee County, Florida, to have and to hold unto the unit owner, his executors, administrators, and authorized assigns on the terms and conditions set forth herein and in the Corporate Charter, By-Laws and any Rules and Regulations of the Association now or hereafter adopted from the date of agreement, and renewable in perpetuity under the conditions provided for by this Agreement and the Association By-Laws.

ARTICLE ONE

Commencing at the time indicated in Article Two, the unit owner agrees to pay to the Association an annual sum referred as assessment. This may be paid monthly as a proportionate share of the sum required by the Association, as estimated by the Board of Directors to meet its annual expenses, including but not limited to the following terms:

- (a) The cost of all operating expenses of the cooperative and services furnished including lawn mowing.
- (b) The cost of necessary management and administration.
- (c) The amount of all taxes and assessments levied against the property of the cooperative for which it is required to pay, and ground rent, if any.
- (d) The cost of fire and extended coverage insurance of the property and such other insurance as the Association may determine necessary or as may be required by mortgage of the property.
- (e) The cost of furnishing water, garbage and trash collection, and other utilities furnished by the Association, as well as electricity, heat and utilities for all common properties.
- (f) All reserves established by the Board of Directors, including a general operating reserve and the reserve for replacements.
- (g) The estimated cost of repairs, maintenance and replacements of the cooperative property to be made by the Association.
- (h) The amount of principal, interest, insurance premiums, and other required payments on any cooperative mortgage.
- (i) Any other expenses of the Association approved by the Association, including operation deficiencies, if any, for prior periods.

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The Board of Directors and the unit owners, as set out by the By-Laws shall determine the amount of assessments annually, but may do so at more frequent intervals should circumstances so require.

The Association has entered into a bulk cable television contract with a local cable company. This contract requires that any purchaser of a unit must subscribe to the service.

This document and all rights hereunder are and at all times shall be subject and subordinate to any lien of mortgage and accompanying documents executed by the Association to a lending institution or to individuals, and to any and all modifications, extensions, and renewals thereof, and to any mortgage or deed of trust made in place thereof, and to any mortgage or deed of trust which may at any time heretofore have been or may be placed on the property of the cooperative or any part thereof.

ARTICLE TWO

The unit owner shall pay assessment in advance on the first day of each month. Lease is effective upon the date title is acquired.

ARTICLE THREE

The term herein granted shall be in perpetuity unless the membership rights of the unit owner shall have been terminated, foreclosed or transferred pursuant to the terms and conditions of the Association By-Laws, or as herein provided.

ARTICLE FOUR

The unit owner shall occupy the unit leased by this agreement as a private dwelling for himself/herself and his immediate family within the following age restriction: For occupants who reside in the park for a period more than thirty (30) days in a calendar year, up to 10% of the 151 units may be occupied by persons 50 years of age or older if one occupant in the same unit is 55 years of age or older. All occupants in the remaining 151 units must be 55 years of age or older. The Board of Directors may waive any rule, 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 property. Except as otherwise provided the unit owner may enjoy, in common with the other members of the Association, the use of all community property and facilities so long as he continues to own a membership of the Association, occupies his unit and abides by the terms of this agreement. Any sublease of the unit owner, if approved pursuant to Article Seven, may enjoy the rights to which the unit owner is entitled under this article.

The unit owner shall not permit or suffer anything to be done or kept on premises which will increase the rate of insurance of the Association, or which will obstruct or interfere with the rights of other occupants or annoy them with unreasonable noises or otherwise, nor will he commit or permit any nuisance. The unit owner shall comply with all the requirements of

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governmental authorities with respect to the premises.

ARTICLE FIVE

In return for the unit owner's continued fulfillment of the terms and conditions of this agreement, the Association By-Laws, and Rules and Regulations, the Association covenants that the unit owner may at all times which this agreement remains in effect, have and enjoy for his sole use and benefit the property hereinabove described, after obtaining occupancy, and except as otherwise provided, may enjoy in common with all other unit owners of the Association the use of all community property and facilities.

ARTICLE SIX

The unit owner shall not assign this agreement or sublet his dwelling without the written consent of the Association, which consent shall not be unreasonably withheld. The liability of the unit owner under this lease agreement shall continue notwithstanding the fact that he/she may have sublet the unit with the approval of the Association and the unit owner shall be responsible to the Association for the conduct of his sub-lessee. Any unauthorized subleases shall, at the option of the Association, result in the termination and forfeiture of the unit owner's rights under this Lease Agreement. Nonpaying guests of the unit owner may occupy the unit owner's unit under such conditions as may be prescribed by the By-Laws and the Board of Directors.

ARTICLE SEVEN

Neither this agreement nor the unit owner's right of occupancy shall be transferable or assignable except in the same manner as may now or hereafter be provided for in the By-Laws of the Association.

ARTICLE EIGHT

The Association shall provide the necessary management for operation and administration of the cooperative.

ARTICLE NINE

No exterior modifications or additions to a mobile home or site may be made without approval of the majority (4) of the Board of Directors. Modification or addition plans must meet the Lee County mobile home building code. A Lee County building permit must be obtained before the work may begin. Permits must be prominently displayed on the mobile home site.

The unit owner agrees to maintain his mobile home and unit at his own expense and keep same in good condition and repair.

The Association shall provide and pay for all necessary repairs, maintenance, and replacements of common, cooperative, and corporate property.

In case the unit owner shall fail to maintain or repair his unit in a manner satisfactory to

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the Association and pay for same, the Association may do so and add the cost thereof to the unit owner's next assessment payment.

ARTICLE TEN

If, at any time after the happening of any of the events specified in Clauses (a) to (i) of this article, the Association shall give to the unit owner a notice that this agreement will expire at a date not less than fifteen (15) days thereafter, this agreement and all of the unit owner's rights hereunder will expire on the date so fixed in such notice, unless, in the meantime, the default has been cured in a manner deemed satisfactory by the Association, it being the intention of the parties hereto to create hereby conditional limitations; and it shall thereupon be lawful for the Association to remove all persons and personal property from the unit either by summary proceedings or by suitable action or proceeding at law or in equity or by any other lawful means or remedy; and to repossess the unit in its former state as if this agreement had not been made, in any one of the following circumstances each of which shall constitute a default:

- (a) In case at any time during the term of this agreement, the unit owner shall cease to be the unit owner and legal holder of a Membership Certificate of the Association.
- (b) In case the unit owner attempts to transfer or assign this agreement in a manner inconsistent with the provisions of the By-Laws
- (c) In case at any time during the continuance of this agreement, the unit owner shall be declared bankrupt under the laws of the United States.
- (d) In case at any time during the continuance of this agreement, a receiver of the unit owner's property shall be appointed under any of the laws of the United States or of any state.
- (e) In case at any time during the continuance of this agreement, the unit owner shall make a general assignment for the benefit of creditors.
- (f) In case at any time during the continuance of this agreement, any of the stock or membership of the Association owned by the unit owner shall be duly levied on and sold under the process of any court.
- (g) In case the unit owner fails to effect or pay for repairs and maintenance as provided for in Article Nine hereof.
- (h) In case the unit owner shall fail to pay any sum due pursuant to the provision of Articles One, Nine, and Twelve hereof, or by the By-Laws or Charter of the Corporation.
- (i) In case the unit owner shall default in the performance of his obligations under this agreement.

The failure on the part of the Association to avail itself of any of the remedies given

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under this agreement shall not waive or destroy the right of the Association to avail itself of such remedies for similar or other breaches on the part of the unit owner.

ARTICLE ELEVEN

The unit owner covenants that he will preserve and promote the cooperative ownership principles on which the Association has been founded, abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association and any amendments thereto, and by his acts of cooperation with its other members bring about for himself and his co-members a high standard in home and community condition. The Association agrees to make its Rules and Regulations known to member by delivery of same to him by promulgating them in such other manner as to constitute adequate notice.

ARTICLE TWELVE

In addition to the other sums that have become or will become due pursuant to the terms of this agreement, the unit owner shall pay to the Association a late charge in an amount to be determined from time to time by the Board of Directors for each payment or assessment or part thereof, more than five (5) days in arrears. See the Rules and Regulations for the amount of the late charge.

If the unit owner defaults in making a payment of assessment or in the performance or observance of any provision of this agreement, and the Association has obtained the services of an attorney with respect to the defaults above, the unit owner covenants and agrees to pay to the Association any costs or fees involved, including reasonable attorney's fees, whether or not suit is instituted, as well as costs of suit in the event an action is commenced.

ARTICLE THIRTEEN

Whenever the provisions of law or the By-Laws of the Association or this agreement require notice to be given to either party thereto, any notice by the Association to the unit owner shall be deemed to have been duly given, and any demand by the Association on the unit owner shall be deemed to have been duly made, if the same is delivered to the unit owner at his unit or to the unit owner's last known address and any notice or demand by the unit owner to the Association shall be deemed to have been duly given if delivered to an officer of the Association. Such notice may also be given by depositing same in the United States mail addressed to the unit owner at the address shown on the books of the Association, or to the President of the Association, as the case may be, and the time of giving such notice clearly indicated.

ARTICLE FOURTEEN

No representations other than those contained in this agreement, the Corporate Charter, or the By-Laws of the Association shall be binding on the Association.

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Revised 3/20/07

Originally recorded as Instrument 5405385, Book 03614, Page 4036 of the Lee County Court Records on 4/3/2002.
Re-recorded as Instrument 2006000447322, Page 13 of the Lee County Court Records on 11/30/2006