

Palmetto Mobile Home Club, Inc.
1201 8th Avenue West
Palmetto, FL. 34221

Restated By-Laws dated
March 13, 2013

**AMENDED AND RESTATED BY-LAWS
OF
PALMETTO MOBILE HOME CLUB, INC.**

1. IDENTITY AND DEFINITIONS

These are the Amended and Restated By-Laws (hereinafter the “By-Laws”) of PALMETTO MOBILE HOME CLUB, INC., hereinafter called the “CLUB”, a corporation not for profit under the laws of the State of Florida. These By-Laws are adopted for the purpose of governing the Club and incorporate by reference the terms and conditions of the Articles of Incorporation of the Club.

(1.1) The Office of the Club shall be at 1201 8th Avenue West, Palmetto, Florida 34221.

(1.2) The calendar year of the Club shall end on December 31st of each year.

(1.3) The seal of the Club shall bear the name of the corporation, the word “Florida,” and the words “corporation not for profit.”

(1.4) As used herein, the term “Assessment” shall mean each member’s equal share of the funds required for the payment of common expenses, which from time to time is assessed against the member’s unit.

2. Members Meetings

(2.1) The annual members meeting shall be held at the Hall of the Club, unless otherwise designated by the Board of Directors, at 10:00 o’clock A.M. on

the third Tuesday of February of each year. Provided, however, if the annual meeting date falls on a legal holiday, the annual meeting shall be held at the same hour on the next day that is not a holiday. Such annual members meetings shall be for the purpose of transacting annual business of the Club authorized to be transacted by the members including the election of directors.

(2.2) Special members meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called within 48 hours upon receipt of a written request from members constituting at least ten percent (10%) of the votes of the entire membership.

(2.3) Notice of all members meetings stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. All member meeting notices shall be in writing to each member at their current address as registered on the books of the Club and shall be mailed, hand delivered or any other means of notice permitted by law not less than fourteen (14) days nor more thirty (30) days prior to the date of the meeting. Proof of such mailing or delivery shall be given by the affidavit of the person giving the notice. Mailing of the notice need not be by certified mail. Notice of such meetings shall also be posted in a conspicuous place] in the Office and Hall of the Club at least fourteen (14) days prior to the meeting day.

(2.4) A quorum at members meetings shall consist of a majority of the entire voting membership. The acts approved by a majority of the voting members

present at a meeting of which a quorum is present shall become binding upon the membership, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

(2.5) Voting Eligible Club Members shall be entitled to cast one (1) vote at any legally called Club Membership meeting. All votes shall be cast in person during said meeting, with the exception of the use of Absentee Ballots when approved by the Board of Directors.

(2.6) Absentee Ballot: The Board of Directors may authorize the use of an Absentee Ballot to be used by eligible Club Members. Absentee Ballots are to be used where Club Members are unable to attend a legally called Club Membership meeting. Absentee Ballots are to be mailed to Club Members permanent addresses as recorded in the Club Membership registry as maintained by the Secretary of the Board of Directors. Absentee Ballots received at the Palmetto Mobile Home Club's business office one day prior to the legally called Club Membership Meeting shall only be used when voting on amendments of the Articles of Incorporated, By-Laws, or the sale of the Mobile Home Club in accordance with Florida Administrative Code and Florida Statutes.

(2.7) Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present may adjourn the meeting for a rescheduled meeting within fourteen (14) days.

(2.8) The order of business at annual members meetings, and as far as

practical at other members meetings, shall be governed as defined in Article 13

and include:

- (a) Introduction of Board of Directors.
- (b) Proof of notice of the annual meeting.
- (c) Affirmation of a quorum present.
- (d) Election of directors.
- (e) Reading and disposal of any unapproved minutes.
- (f) Budget presentation for approval and vote.
- (g) Reports by Board of Directors, Officers and Board appointed

Committees.

- (h) Unfinished business.
- (i) New business.
- (j) Director voting results.
- (k) Adjournment.

3. DIRECTORS

The affairs of the Club shall be managed by a Board of Directors who shall be members of the Club. The Board shall consist no less than five (5) but no more than nine (9) directors.

(3.1) Election of directors shall be conducted in the following manner:

(a) The election of directors shall be held at the annual members meeting, except as provided otherwise herein.

(b) Nomination of directors shall take place at the annual members meeting, and shall be made from the floor by members of the Club.

(c) The election of directors shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each voting member being entitled to a vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Vacancies of directors occurring between annual meetings other than those arising by removal at a Special Members Meeting or any other vacancy shall be filled by the members of the club at the next annual Membership meeting

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership of the Club, without cause, at a Special Meeting of the members called for that purpose in accordance with Chapter 719, Florida Statutes, as amended from time to time. The vacancy in the Board of Directors so created shall be filled by the members of the Club. If a majority of the directors are removed at one such Special Meeting, the vacancies shall be filled in accordance with the procedures in Chapter 719, Florida Statutes, as amended from time to time.

(3.2) [Directors will be elected for a three (3) year term at the annual Membership Meeting of the Club. Directors elected will serve no more than two (2) consecutive terms, but after three (3) or more years of being off the Board of

Directors may then again become eligible to serve as a Director.

(3.3) The organizational meeting of a newly elected Board of Directors shall convene for the purpose of the election of its Officers no later than at 12:01 P.M. of the third (3rd) day following the annual meeting. Said organizational meeting shall be chaired by the most senior elected Board Officer until the position of President has been filled.

(3.4) Regular meeting of the Board of Directors may be held at such time and place as shall be determined by a majority of the directors. Notice of regular meetings stating the time and place of the regular meeting shall be given to each director, personally, by mail, by electronic conveyance or any other legally permissible means of serving notice, at least forty-eight (48) hours prior to the meeting date. Notice to the members of every directors meeting shall be given by posting such notice in a conspicuous place in the Office and the Hall of the Club forty-eight (48) hours in advance of the meeting date. Any meeting at which regular assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Notwithstanding the foregoing, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed, delivered, or electronically transmitted to the members and posted conspicuously in the Office and the Hall of the Club not

less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Club.

(3.5) Special Meetings of the directors must be called by the President, the Secretary or upon written request by at least one-third of the directors. Notice of such Special Director Meetings may be given personally, by mail, by electronic conveyance or any other means of notice as permitted by Florida Statute. The notice shall state the time, place and purpose of the meeting. Except in an emergency, notice to members of directors meetings shall be given by posting such notice in a conspicuous place in the Office and the Hall of the Club forty-eight (48) hours in advance of said meeting. Any meeting at which regular assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Notwithstanding the foregoing, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed, delivered, or electronically transmitted to the members and posted conspicuously in the Office and the Hall of the Club not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Club.

Any actions taken by the directors at an emergency meeting shall be ratified at the next duly noticed directors' meeting.

(3.6) A quorum at directors meetings shall consists of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by Florida Statute, the Articles of Incorporation and the Club By-Laws.

(3.7) Adjourned Meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present must adjourn the meeting. No further notice need be given of such an adjourned meeting.

(3.8) The presiding officer of directors meetings shall be the President, in his absence the Vice President, and if elected, the second Vice President. Should none be present, the directors present shall designate one of the directors present to preside.

(3.9) The order of business at directors meetings shall be governed as defined in Article 13 and include:

- (a) Proof of due notice of meeting.
- (b) Roll call of directors present.
- (c) Reading and disposal of any prior unapproved minutes.
- (d) Reports of officers and committees.
- (e) Unfinished business.

(f) New business.

(g) Adjournment.

(3.10) Directors' fees, if any, shall be determined by members of the Club, and approval of any such fees shall require the affirmative vote of not less than three-fourths of the entire membership of the Club.

(3.11) A director shall be considered present for a regular or special meeting if any such director is in simultaneous communication with the other directors present by telephone, electronic conveyance or any other two-way communication means permissible by Florida Statute wherein the director can be heard by all directors and members present at the meeting.

(3.12) Open Meetings. All meetings of the Board of Directors are open to the members except meetings between the Board of Directors or a committee and the club's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, or as otherwise allowed by Florida Statute. The Board of Directors will conduct at least two meetings in the Hall during the winter months of each year.

(3.13) Periodic Meetings. The Board of Directors meetings should be periodically scheduled throughout the calendar year.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Club existing under the Florida Statutes, Articles of Incorporation and these By-Laws shall be exercised exclusively by the

Board of Directors, its agents, contractors, or employees, subject only to approval by members where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Florida Statutes, to-wit:

(a) To enter into a management contract, providing for the management of the Club property, if any.

(b) To enter into contracts for the purpose of making available to the members such services as the members may request or the Club may deem appropriate, provided however, that the term or period of such contracts shall not exceed twenty-five (25) years, and provided further that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.

(c) To charge, assess and collect fees, charges, assessments, including reserves for the Club, and to enforce the collection thereof according to these By-Laws and as allowed by law, including but not limited to a termination of membership rights and repurchase of the membership certificate in the event of member's becoming more than sixty-(60) days delinquent. Assessments shall be made against members not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously

incurred.

(d) The Board of Directors, by resolution, may establish one or more committees, and designate from among its members, two or more members to serve on each such committee, which, to the extent provided in said resolution or these By-Laws, may exercise the powers of the Board in the management of the business of the Club.

(e) To consider and approve applications for membership to the Club subject to the provisions of these By-Laws and the Articles of Incorporation.

(f) To the extent necessary to effectuate all planned renovations and relocations of park lots to bring the park into conformity with local, state or federal ordinances, rules, regulations, or statutes, the Board of Directors shall have the authority, exercisable at their discretion, to assign or re-assign lots.

5. OFFICERS

(5.1) The officers of the Club who shall also be directors shall be a President, a Vice President, Secretary and Treasurer, all of whom shall be elected annually at the organizational meeting by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Should an Officer vacancy occur after the organizational meeting, the Board may elect a successor to that office. Any officer may be removed at any time, without cause, by a vote of two-thirds of the directors present at any duly constituted meeting.

(5.2) The President shall be the chief executive officer of the Club. The

President shall have all of the powers and duties usually vested in the office of the President of not for profit corporations, including, but not limited to, the power to appoint committees, as may be duly authorized, from among the members or by the Board from time to time, to assist in the conduct of the affairs of the Club.

(5.3) The Vice President, if such office is created by the Board, in the absence or disability of the President shall exercise the powers and perform the duties of the President. The Vice President may assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(5.4) The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and directors and such other notices required by law. The Secretary shall have custody of the seal of the Club and affix it to instruments requiring a seal when duly signed. The Secretary shall keep records of the Club, and shall perform all duties incidental to that office, and such other services as may be required or permitted by the directors, the President or as may be required or permitted by statute.

(5.5) The Treasurer shall have custody of all property of the Club, including funds, securities and evidences of indebtedness. The Treasurer shall perform all duties incidental to that office as well as any other duty or obligation prescribed by statute. The Treasurer shall keep the Club accounts in accordance

with acceptable standard accounting practices, perform all other accounting duties incidental to that office, oversee and provide such accounts as may be required for the timely filing of tax returns, audits, and such other accounting matters as may be required on behalf of the Club.

(5.6) No compensation shall be paid to any officer or Director of the Club, except with the approval of seventy-five percent (75%) of the entire voting membership of the Club, reflected by a vote taken at a duly constituted membership meeting.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Club set forth in the Articles of Incorporation shall be supplemented by the following provisions:

(6.1) Accounts. The receipts and expenditures of the Club shall be credited and charged to accounts under the following classifications, or those classifications required by Florida law, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Mortgage amortizations, which shall include all expenditures within the year for interest and principal reduction.

(b) Expenditures, which shall include all expenditures within the calendar year for which the budget is made, including a reasonable allowance for contingencies and working funds.

(c) Reserve for renewal, replacement and improvements, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence and for capital expenditures for additional improvements or additional personal property that will be part of the Club facilities.

(d) Operations, shall include gross revenues from the use of Club facilities, and from other sources as permitted by law for a not for profit corporation. Expenses required by any revenue producing operation will be charged against operations, and any surplus from any operation may be used to reduce the assessments for current expenses or any funding the Board of Directors may deem necessary for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by assessments against members, which assessments may be made in advanced in order to provide working funds.

(6.2) Budget. The Board of Directors shall submit a proposed budget for each calendar year at the annual members meeting that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. A written copy of the preceding budget, including the actual expenditures for the preceding year plus the newly proposed budget to be voted upon at the annual members meeting shall be delivered to each member by mail,

by hand, or any means of delivery or notice permissible under Florida law at the current address of each member as registered on the books of the Club not less than fourteen 14 days nor more than thirty (30) days prior to the meeting at which it is to be considered, together with a notice of that meeting. If a proposed budget is approved by a majority of the members at the annual meeting, such budget shall not thereafter be re-examined by the members. In the event the proposed budget is not approved, alternative proposals may be submitted at the meeting. If no proposed budget meets the approval of a majority of the members, then the budget for the previous year or the last approved budget shall carry over for the next year budget and to form a basis for assessments.

(6.3) Assessments. Assessments paid by the members for their share of the budgeted items of the budget shall be made annually. The annual adopted budget shall state the amount of said annual Assessments, which shall not change during the budget year. The annual budget may also include an Assessment for purposes of fully funding a reserve membership certificate fund. In the event such annual Assessment(s) prove to be insufficient, and a Special Assessment is determined necessary by the Board of Directors, notice of any meeting in which a Special Assessment is to be considered shall be given as provided in these Bylaws and in Florida Statutes. Payment of Special Assessments shall be in the time and manner as determined by the Board of Directors

(6.4) Base lot fees: Any adjustments made to the base lot fees must be assessed

equally to each lot as currently established as of December 31st, 2002. The Board of Directors shall determine any such adjustments to the base lot fees.

(6.5) Additional Costs: In addition to the member's Assessment, each member shall be liable for an equal share of the cost of all utilities and fire taxes billed to the park in bulk and not metered at individual lot locations. All such utilities and fire tax charges may be payable on a monthly basis.

(6.6) Defaults for non-payment of Assessments. If an Assessment is not timely paid, or any other similar charge required to be paid by a member is not timely paid, the Club shall send a notice of default to the member by U.S. Mail, giving said member thirty (30) days to pay. If not paid within thirty (30) days of the first notice, the Club shall send a second notice to pay within thirty (30) days by certified mail. If not paid within thirty (30) days of the second notice, the Club may declare the membership terminated and the Club may then offer the member's certificate for sale. If a member becomes more than 90 days in arrears in any amount owed the Club, the Club shall send notice by certified mail, advising the member that the voting rights of the defaulting member have been suspended due to non-payment of the Assessment.

Upon the sale of the defaulting member's certificate pursuant to this Section, the Club shall pay to the member in default the amount of the certificate purchase price or value less any unpaid Assessments or charges accrued to the date of disposition plus the costs of sale and collection. The offering of a

member's certificate shall be limited to persons qualifying for membership in the Club.

Also, if such an Assessment or charge remains unpaid, and the membership has been terminated for non-payment thereof, the Club may evict the member, any other person or persons in possession by or through the right of the member, and the mobile home, and regain possession of the park lot. The Club shall be entitled to all its costs and reasonable attorney's fees incurred in connection with such eviction process.

If any member fails to pay an Assessment within thirty (30) days from the date the first notice has been mailed to the member by the Club, the amount of the Assessment shall bear interest at the rate of ten percent (10%) per annum for each day a payment is delinquent beyond the thirty (30) day grace period. All payments on account shall be first applied to interest and attorney fees or costs, and then to the Assessment payment first due.

The Club shall have a lien against the defaulting member's certificate to the extent of any sums due the Club that are not paid when due. The lien shall be superior to the rights of the member or any person in possession under the member. If the sums are not paid within sixty (60) days after they are due and payable to the Club, the Club, at its option, may foreclose the lien pursuant to Chapter 719, Florida Statutes, as amended from time to time, and seek any other form of lawful redress. The Club shall be entitled to all its costs and reasonable

attorney's fees incurred in connection with such foreclosure.

Each member shall be obligated to duly notify the Club of their respective current mailing address and any change thereof, which address shall be placed upon the Club registry and constitute the basis for addressing any mailing, certified mailing, or other notification to a member under these By-Laws.

(6.7) The depositories for funds, securities and any other assets of the Club shall be any insured depository as permitted by Florida or Federal Statute which adequately protects against any loss thereof as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts shall be only by check or required documents signed by two (2) officers of the Club.

(6.8) Fidelity Bonds shall be required by the Board of Directors for all persons handling or responsible for Club funds in such an amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Club.

(6.9) Audit. An audit of the accounts of the Club will be made from time to time as directed by the Board of Directors and as required by Florida Statute. A copy of any audit report received as a result of an audit shall be furnished to each member of the Club not later than thirty (30) days after its receipt by the Board. Results of any such audit will also be reported at membership meetings and posted in the Office of the Club.

7. MEMBERS EQUITY

(7.1) Interest of Members in Club Assets. Each membership certificate

holder shall own an individual fractional share and certain interest in the total equity of the Club, less the price paid for the member's certificate. The Certificate holders interest shall be dependent upon the total number of outstanding membership certificates. For example, if the Club has a total of 500 membership certificates, each members fractional share will be $1/500^{\text{th}}$, provided however, that in the event that the club should reduce the total number of memberships, then each shall be increased and shall be equal to a fraction, the nominator of which shall be one (1) and the denominator of which shall be the total number of outstanding members in the Club at the date of any dissolution.

8. MEMBERSHIP AND MEMBER CERTIFICATES

(8.1) Membership. Anyone desiring to become a member of the Club after the effective date of these By-Laws shall submit an application for membership on a form approved by the Board of Directors. Said prospective member is responsible for paying a reasonable application fee, to be determined by the Board of Directors. Membership approval or disapproval shall be made by the Board of Directors within thirty (30) days of the prospective member's submittal of a completed application and payment of the application fee. If disapproval is not given within thirty (30) days, the application is deemed approved. Membership approval or disapproval shall be given by the Board of Directors pursuant to guidelines set by the Board of Directors, said guidelines not to be in violation of state or federal law. Said prospective member shall have no rights to inquire into

the deliberations of the Board of Directors in approving or disapproving his or her, application and shall have no right of action against the Club or the Board of Directors in this regard. These application procedures shall be required for all occupants of a park lot.

(8,2) Certificates. No stock certificates shall be issued by this Club. A total of up to five hundred (500) membership certificates may be issued by the Club to applicants approved by the Board of Directors for membership. One (1) membership certificate shall be issued to each of the members. The price for the issuance of the membership certificate shall be two thousand dollars (\$2,000.00) initially. The initial Board of Directors amended this section at their organizational meeting and approved the following: “The membership fee of Palmetto Mobile Home Club, Inc., be two thousand two hundred fifty dollars (\$2,250.00) after March 15, 1979.” The documents permitted the first Board to approve this increase. As of March 1, 1991, membership certificates shall be two thousand five hundred dollars (\$2,500.00) for all new members.

The 1991 increase was only approved by the Board and no By-Laws amendment was voted on by the members. The purpose of this amendment was to confirm the action that was taken in 1991. Upon acceptance of the amendment to the By-Laws herein, any subsequent action which resulted in a change of the membership certificate price previously approved by the Board of Directors or by the membership at a members meeting shall be confirmed hereby. Any future

changes to the membership certificate price must be made by a two-thirds (2/3) vote by the Board of Directors and by a majority vote at any members meeting.

(8.3) Form of Certificate. The form of the certificate from time to time shall be determined by the Board of Directors of the Club. All certificates shall be signed by the President and Secretary of the Club and shall have the Club's seal affixed thereto. Certificates are to be released only after funds offered in payment thereof have been verified. Certificates may be issued individually to a single qualifying member or jointly to qualifying members.

(8.4) Registration of Certificates. The Club shall maintain a register for the recording of the certificates issued to members.

(8.5) Transfer of Certificates. A surviving member of a jointly held membership certificate with a right of survivorship shall automatically retain membership as long as the assessments and charges against the membership remain current and the member's obligations to the Club remain current.

Membership certificate rights may pass to a member's heirs or devisees upon the death of the member, subject to the right reserved by the Club, as represented by the Board of Directors and as provided for in these By-Laws, to disapprove the membership of the heir or devisee within thirty (30) days of submittal of the heir or devisee's completed application and payment of the application fee. Upon approval by the Board of Directors, the approved heir or devisee shall become obligated to make payment of any increase for a membership certificate. The Club

shall issue a new membership certificate in the name of any such approved heir or devisee obtaining membership of such a deceased member. In the event the member's heirs or devisees are disapproved by the Board of Directors, or in the event a member wishes to withdraw from the Club, the membership certificate shall be returned to the Club and the Club shall offer the member's certificate for sale. Upon the sale of the member's certificate, the Club shall pay to the member, personal representative, heir or devisee, as the case may be, the amount of the membership certificate purchase price less any unpaid assessments or charges accrued to the date the certificate is returned to the Club plus the cost of the sale. The Club agrees to give preference to an individual or relative recommended by the withdrawing member provided such individual or relative otherwise meets the Club's criteria for approval as a member. A withdrawing member making a membership recommendation or an heir or devisee desiring membership shall be responsible for any reasonable application fee. Notwithstanding the preference stated above, the withdrawing member shall have no rights to inquire into the deliberations of the Board of Directors in approving or disapproving his recommendation and shall have no right of action against the Club or the Board of Directors in this regard.

The certificate has value only to the registered holder, and therefore, may not be sold, pledged, assigned, transferred or hypothecated. The certificate shall bear a legend stating the following:

“The value of this certificate is personal to the registered holder, his heirs or devisees and any attempt to sell, pledge, assign, transfer or hypothecate shall result in an immediate termination of membership of the holder and shall render void any repurchase commitments the Club may have entered into upon issuance of the certificate.”

(8.6) Only one membership certificate shall be issued by the Club to a member owning, in whole or part, more than one park lot. The Board of Directors shall establish the necessary guidelines for the transfer or disposal of those park lots of a member owning more than one park lot.

9. RENTAL BY MEMBERS

(9.1) The Board of Directors shall have the right within their discretion to allow a member upon application to convert a park lot to a rental lot upon a showing by the member that extenuating circumstances prevent the utilization of the Club by the member and that the member would suffer financial hardship if required to maintain the member's membership without rental income. If the Board of Directors approves the hardship, the park lot may be rented for one time only, not to exceed six (6) months duration, during any twelve (12) month period. All prospective tenants must make application for residency with the Board of Directors. The prospective tenant shall submit an application for tenancy on a form approved by the Board of Directors. The member or said prospective tenant is responsible for paying a reasonable application fee, to be determined by the

Board of Directors. Tenant approval or disapproval shall be made by the Board of Directors within thirty (30) days of the prospective tenant's submittal of a completed application and payment of the application fee. If a tenant commences occupancy prior to making application, or if a tenant commences occupancy despite disapproval from the Board of Directors, the Board shall reserve the right to evict any disapproved tenant and no liability shall be incurred by the Club or the Board of Directors by reason of such tenant approval, disapproval or eviction.

10. DEFAULT FOR REASONS OTHER THAN FOR NON-PAYMENT OF ASSESSMENTS

(10.1) Default by Member. If a member breaches the Articles of Incorporation, By-Laws or rules and regulations of the Club other than payment of assessments, the Club shall have all remedies available to it by law to seek enforcement of the member's obligations. In the event of such breach, the Club shall initially notify the member by U.S. mail of the breach. If the breach continues for a period of ten (10) days from the first mailing date, the Club may notify the member by a second certified mail notice providing the member at least thirty (30) days notice from the first mailing date to correct the breach. Upon failure to correct such a breach within a period of sixty (60) days of the first mailing date, the Board of Directors may terminate the membership of the defaulting member and require the member to quit the violating breach and surrender the park lot. Thereafter, the Club may offer for sale the membership

certificate while also retaining those remedies and rights afforded to the Club as provided when the member's default was for non-payment of assessment under Section 6.6.

If the Board of Directors elect to terminate the membership, the member shall promptly quit the violation and surrender the park lot to the Club. If the member refuses to surrender the park lot, the Club may evict the member, any other person or persons in possession by or through the right of the member, and the mobile home, and regain possession of the park lot. The Club shall be entitled to all its costs and reasonable attorney's fees incurred in connection with such eviction process.

(10.2) Injunction. The Board of Directors may seek injunctive relief against any member because of any default of the member's obligations pursuant to these By-Laws and the rules and regulations governing the Club.

(10.3) Costs and Attorney's fees. In the event that the Club is required to retain the services of an attorney or incurs any costs or expenses in order to enforce the obligations of a member or members, then such costs and expenses shall be chargeable to the defaulting member or members and in the event that there shall be forfeiture of a membership certificate, such costs and expenses shall be deducted from any amount which may be due to a defaulting member as a result of the surrender of his membership certificate.

11. USE RESTRICTIONS

The use of a park lot and any of the Clubs facilities shall be subject to the following provisions:

(11.1) Use of Park Lot. The Palmetto Mobile Home Club, Inc., is intended and operated for persons 55 years of age or older. The Club has been developed as a community designated specifically to promote the desires and needs of older citizens and to promote a sense of community among such persons. This community has been established to meet the needs of older persons and significant services and facilities have been specifically designated to meet both the physical and social needs of older persons within this community. Beginning March 13, 1996, all new residents of lots within the Palmetto Mobile Home Club, Inc., must be fifty-five (55) years of age or older. However, persons between the age of fifty (50) and fifty-five (55) can occupy a park lot unit if the other member occupant of that unit is fifty-five (55) years of age or older. This restriction shall not restrict occupancy of lots for persons under the age of fifty-five (55) if those persons are providing health care services to or contributing to the welfare of a member occupant. All health care providers and welfare contributors occupying units within the park, must be approved by the Board of Directors prior to occupancy in accordance with the approval application provisions of these By-Laws.

(11.2) Structures. The minimum and maximum length of a mobile home shall be determine by the Board of Directors.

(11.3) Occupancy. Each park lot may be occupied by any member named in

the membership certificate. A qualifying non-member spouse or a qualifying non-member relative to a member occupant may be permitted to occupy the Club lot with a member occupant subject to approval by the Board of Directors in accordance with the approval application provisions of these By-Laws. No more than two persons will normally be allowed to occupy a park lot for extended periods of time without the approval of the Board of Directors. Children under the age of eighteen (18) are not permitted to use the Club facilities except as a guest of a member.

(11.4) Guests. Guests of a member shall be entitled to occupy the Club for periods of up to thirty (30) days upon notification to and approval by the Board of Directors. The number of guests visiting for the day shall not be limited, but since the recreational facilities of the Club are primarily for the use and enjoyment of the members, the use of such facilities by guests may be limited. Guests shall always be accompanied by a member when making use of a recreational facility. Guests are entirely the responsibility of their host member and all guests must comply with all of the requirements and regulations of the Club.

(11.5) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of a park lot, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(11.6) Damage. Any damage to the Club or its facilities caused by any member or any guest of a member shall be repaired at the expense of the member

responsible for the damage or the member whose guest was responsible for the damage.

(11.7) Easements. The Club reserves for itself and for any persons or entities providing service to the Club, an easement through the Club and upon the park lots for all utilities, including electricity, sewage, water, gas, telephone, television antenna, television cable and such further services as may be reasonably required.

(11.8) Regulations. Reasonable rules and regulations concerning the use of Club property may be made and amended from time to time by the Board of Directors of the Club. Copies of such rules and regulations and amendments shall be furnished by the Club to all members and posted in the Office and Hall of the Club.

(11.9) Alterations to the Club. No changes to the configuration of individual lots including the combination of lots as contemplated by Section 11.10 hereof, realignment of lots or change in the layout of the lots shall be permitted unless approved by the members at the annual meeting as further provided herein. The changes to the size, configuration, location, alignment or arrangement of the lots can only be accomplished as an amendment, which would conform to the requirements of Section 14 of these By-Laws. In no event may the Board of Directors or any individual unilaterally make changes to the size, configuration, location, alignment or arrangement of the lots without member approval as an

amendment to these By-Laws.

(11.10) Combination of Lots. Where applicable a single lot mobile home may be purchased by a single member, or by two (2) members. The single member then will be liable for a second base fee and assessment. When two (2) members split a single lot, each member will then be liable for ½ of the base fee and assessments. One membership certificate will be retrieved by the Club. Each member being in receipt of one membership certificate will not be liable for any additional membership certificate fee charges. A majority vote of the Board of Directors is required for approving the combination of lots in compliance with city and county ordinances.

(11.11) Fire and Life Safety Code: Upon request by the Board of Directors, a member may submit a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the member's park unit(s) with applicable fire and life safety codes.

12. SALE, PURCHASE, LEASE, EXCHANGE OR MORTGAGE OF CLUB

PROPERTY

The property belonging to the Club shall not be sold, leased, exchanged or mortgaged as an entirety without the approval by vote in person or by limited proxy of seventy-five percent (75%) of all members. No additional real property shall be purchased or leased by the Club without the approval by vote in person or by limited proxy of seventy-five percent (75%) of all members.

13. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Club meetings when not in conflict with the Articles of Incorporation or these By-Laws.

14. AMENDMENTS

(14.1) A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Club or by the members. Members may propose an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held no sooner than fourteen (14) days and no later than sixty (60) days for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Club

(14.2) Execution. A copy of each amendment shall be attached to a

certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, this certificate shall be executed by the Club and thereafter inserted in the Club records.

15. ARBITRATION

(15.1) All internal disputes arising from the operation of the Club shall be subject to the mandatory nonbinding arbitration provisions of Section 719.1255, Florida Statutes, as amended from time to time.

The foregoing were adopted as the By-Laws of the Club at the meeting of the Board of Directors on the 13th day of March, 2013.

Signature on File

Edna May Spitnale
Secretary

Approved:

Signature on File

Earl J. Motttashed
President