

**BYLAWS
OF
COUNTRY RETREAT MOBILE HOMEOWNERS' ASSN., INC.
A FLORIDA NON-PROFIT CORPORATION**

ARTICLE I. GENERAL PROVISIONS

1.1 Name. The name of this corporation shall be COUNTRY RETREAT MOBILE HOMEOWNERS' ASSN., INC.

1.2 Principal Office. The principal office of the Corporation shall be at 921 Faith Circle, Bradenton, Florida 34202, or at such other place as may be subsequently designated by the Board of Directors (hereafter "Board" and sometimes "Directors").

1.3 Definitions. These Bylaws shall govern the operation of the Corporation, both prior to and subsequent to the conversion of COUNTRY RETREAT, A RESIDENTIAL COOPERATIVE into a Cooperative under the Florida Cooperative Act, Chapter 719, Florida Statutes. Any terms not defined in these Bylaws shall have those definitions established by the applicable Florida Statutes, except that if any definition in these Bylaws conflicts with a definition in the Florida Statutes, where permissible, the definition in these Bylaws shall prevail.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

2.1 Membership.

(a) Membership in this Corporation shall be limited to lessees, or a trustee for a qualifying resident of a lessee of COUNTRY RETREAT, A RESIDENTIAL COOPERATIVE (hereafter "the Cooperative") who have purchased membership certificates in the Corporation. Upon the transfer of a membership certificate; either voluntarily, in accordance with these Bylaws, or by operation of law, the transferee shall become a member of the Corporation if all the requirements for membership have been met. If the membership certificate is vested in more than one person, all of the persons owning the membership certificate shall be eligible to hold office, attend meetings and act as full members of the Corporation; but, as hereinafter indicated, the vote of a membership certificate shall be cast by the "voting member". If a membership certificate is owned by a corporation, the corporation may designate an individual officer or employee as its voting member and the natural person(s) entitled to occupy the unit on its behalf.

(b) Partial Payment for Membership Certificate. The Corporation at its option may allow partial payment for a membership certificate, in which event the certificate shall be subject to a lien in favor of the Corporation for the unpaid amount.

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2.2 Voting.

(a) The owner of each membership certificate shall be entitled to one vote. An owner who owns more than one membership certificate shall be entitled to one vote for each certificate. Each membership certificate's vote shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all membership certificate owners for all purposes, except where otherwise provided by law, in the Articles of Incorporation or in these Bylaws; and, as used in these Bylaws and the Articles of Incorporation, the term majority of the members shall mean those membership certificate owners having more than fifty percent (50%) of the total authorized votes of all membership certificates present, in person or by proxy, and voting at any meeting of the membership at which a quorum including proxies shall be present.

(c) Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the designated voting membership shall constitute a quorum.

(d) Proxies/Elections. Proxies may be voted only in accordance with law. The members of the Board of Directors shall be elected by written ballot or voting machine.

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

ARTICLE III. MEMBERSHIP AND MEETINGS

3.1 Place. All meetings of the membership shall be held at such place and at such time as shall be designated by the Directors and stated in the notice of the meeting.

3.2 Notices. Adequate notice of all meetings shall be posted in a conspicuous place upon the cooperative property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be proposed, discussed or

approved, shall be mailed or delivered to the unit owners and posted conspicuously on the cooperative property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the unit owners, the Board shall, by duly adopted rule, designate a specific location on the cooperative property upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

3.3 Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held the on 2nd Tuesday in February of each year, or at such other time as shall be selected by the Directors. At the annual meeting, the members shall elect the Directors by a plurality vote (cumulative voting prohibited) and shall transact such other business as may be properly brought before the meeting.

3.4 Regular Meetings. Regular meetings of the members for any purpose, unless otherwise prescribed by statute, may be established by Resolution of the Board of Directors from time to time. A copy of such Resolution shall be posted in a conspicuous place determined by a resolution of the Board of Directors at least fourteen (14) continuous days prior to the first of such regular meetings. Unless otherwise prescribed by statute, the Secretary shall not be required to send by regular mail or deliver a notice of each regular meeting to each member; however the Secretary shall make certain that a copy of the Board Resolution authorizing the regular meetings shall be posted continuously in a conspicuous place determined by a resolution of the Board of Directors. The Board Resolution shall list the time, date and place of the scheduled regular meetings. No further notice of regular meetings shall be required, except that an agenda of each regular meeting shall be posted on said bulletin board at least fourteen (14) days prior to the scheduled meetings.

3.5 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at the request, in writing, of a majority of the Directors or at the request, in writing, of voting members representing twenty (20%) percent of the total number of membership certificates outstanding. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject(s) stated in the notice of meeting.

3.6 Waiver and Consent. Whenever the vote of the members at a meeting is required or permitted by any provision of the statutes or the Articles of Incorporation or of these Bylaws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all of the members, who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken. Membership certificate owners may waive notice of specific meetings and may take action by written agreement without meetings.

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

3.8 Order of Business. The order of business at annual meetings and, as far as practical, at other meetings of the membership, shall be:

- (a) Call to order by President or Chairman
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of the meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Ratification of prior actions of Board of Directors
- (f) Reports of Officers
- (g) Reports of Committees
- (h) Appointment of inspectors of election
- (i) Election of directors
- (j) Unfinished business
- (k) New business
- (l) Adjournment

3.9 Conduct of Meetings. Members shall have the right to participate in meetings of the membership with reference to all designated agenda items. However, the Board of Directors may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Any member may tape record or videotape meetings of the members in the manner authorized by law.

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

ARTICLE IV. DIRECTORS

4.1 Membership. The affairs of the Corporation shall be managed by a Board of seven (7) Directors. Each Director shall be a bona fide owner of a membership certificate or shall be the designated voter of a membership certificate owned by a corporation or shall be the beneficiary of a trust owning the certificate. No Director shall continue to serve on the Board after ceasing to be an owner of a membership certificate or the designated voter of a membership certificate in the Corporation.

4.2 Election, Removal and Resignation of Directors. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the membership.

(b) A nominating committee of three (3) members, one of whom shall be a Director, shall be appointed by the Board of Directors not less than ninety (90) days prior to the annual meeting of the membership. The committee shall nominate one or more persons for each vacancy. The nominating committee shall make and publish its report at a meeting of the membership at least sixty (60) days prior to the election. Nominations may be taken from the floor at such meeting and shall then be closed.

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

(d) Directors may be removed from office pursuant to the requirements and procedures set forth in Florida Statutes 719.106(1(f)) as amended.

(e) If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification or removal from office, a majority of the remaining Directors, though not less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office of the Director he replaces.

(f) Any Director may resign at any time by sending written notice of such resignation to the office of the corporation. Any Director shall become disqualified to hold office upon the transfer of the membership certificate or termination of the certificate designating the Director as being the designated voter for a membership certificate.

4.3 Terms of Directors. The term of the Board of Directors shall be for a period of three years, however at the first election three Directors shall be elected for three years, two for two years and two for one year.

4.4 Organizational Meeting. The organizational meeting of the Board of Directors shall be held immediately after their election at the annual meeting. The only order of business at the

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meeting shall be the election of officers. Notice of such meeting shall be given to the membership with the notice of the annual meeting of the membership

4.5 Regular Meetings. Adequate notice of all directors meetings shall be posted in a conspicuous place upon the cooperative property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be proposed, discussed or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the cooperative property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to the unit owners, the Board shall, by duly adopted rule, designate a specific location on the cooperative property upon which all notices of Board meeting shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

4.6 Special Meetings. Special meetings of the Directors may be called by the President, or in the President's absence, by the 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. Notice of the meeting shall be given personally or by mail, except in an emergency, which notice shall state the time, place and purpose of the meeting and shall be transmitted not less than forty-eight (48) hours prior to the meeting, except that, at any meeting where the budget or assessments against membership certificates are to be considered for any reason, notice of such meeting shall be posted conspicuously on the bulletin board provided for that purpose located in the Recreation Hall Building at least fourteen (14) days in advance of such meeting.

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

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

4.9 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted. Notice of any adjourned meeting shall be posted in accordance with the notice requirements of regular meetings (see Section 4.5 above).

4.10 Chairman of the Board. The presiding officer of the Directors meetings shall be the President of the Corporation who shall also be the Chairman of the Board and, in the absence of the Chairman of the Board, a temporary Chairman selected by a majority of the Board shall preside.

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

- (a) Roll Call
- (b) Reading of minutes of the last meeting
- (c) Consideration of communications
- (d) Resignation and elections
- (e) Reports of officers and employees
- (f) Reports of committees
- (g) Unfinished business
- (h) Original resolutions and new business
- (i) Adjournment

4.12 Non-Agenda Items. Any item not included on the notice of a meeting may be taken up on an emergency basis upon agreement by at least a majority plus one of all the members of the Board of Directors. In the event that an emergency action is taken as set forth in this section, notice of such action shall be included in the agenda of the next regular meeting of the Board of Directors and shall be ratified by a majority vote of the Directors present at such meeting.

4.13 Conduct of Meetings. Meetings of the Directors at which a quorum of the members are present shall be open to all members. Any member may tape record or videotape meetings of the Directors in the manner authorized by law. The right to attend such meetings includes the right to speak at such meetings with regard to all designated agenda items. The Directors may adopt reasonable rules governing the frequency, duration and manner of members' statements.

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

4.15 Electronic Communication. Unless the Articles of Incorporation or the Bylaws provide otherwise, the Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating and all members that are in attendance may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. There shall be no voting by proxy or wire transmission.

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

4.17 Committees. The Board of Directors may from time to time appoint a committee or committees. Each such committee shall have at least one director as a member. Both members and non-members may be appointed. All committee meetings except meetings at which a proposed budget is to be considered, shall at the option of the Chairman thereof or a majority of the committee members be conducted in private. No committee shall take any action that shall be binding on the Board of Directors without a majority vote of the directors attending a regular or special meeting of the Board. Meetings of a committee to take final action on behalf of the board or to make recommendations to the board regarding the association budget are subject to posting of notice as required under F.S. 719.106(1)(c).

4.18 Approval Authority. Where approval or consent of the Board is required under these Bylaws or other Cooperative documents, the Board of Directors may by resolution delegate its authority to a committee of two or more directors. Each such committee shall keep minutes of each approval procedure. If the committee fails to unanimously approve the requested action, it shall be referred to the Board of Directors at its next regularly scheduled meeting for final determination. Meetings of a committee to take final action on behalf of the board or to make recommendations to the board regarding the association budget are subject to notice as required under F.S. 719.106(1)(c).

ARTICLE V. POWERS AND DUTIES OF THE DIRECTORS

5.1 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts except such acts which by law or by these Bylaws may not be delegated to the Board of Directors by the members. The Board of Directors shall have the power and duty to operate and maintain the common areas; determine the expenses required for the operation of the Corporation; collect rent and other assessments necessary for the common expenses of the Corporation; employ personnel necessary for the operation of the common areas; adopt rules and regulations covering the details of the operation of the Cooperative; maintain bank accounts; purchase, lease or acquire membership certificates in the name of the Corporation; lease, sell, sublet, transfer, mortgage, grant licenses and easements or otherwise deal with the corporate assets; obtain insurance; borrow money on behalf of the Corporation when required in connection with capital improvements, operation, care, upkeep and maintenance of the common areas or refinancing of the Blanket mortgage; however (except in the case of action by the Board of Directors to refinance the Blanket mortgage, in which event no vote of the membership is required), the consent of a majority (50% + 1) of the membership present in person or by proxy at a duly called and convened association meeting shall be required to authorize the Directors to borrow any sum of money.

5.2 The Board of Directors shall exercise all of the powers specifically set forth in the Articles of Incorporation, these Bylaws and the laws of Florida; may impose a fee not in excess of One Hundred Dollars (\$100.00) for the reasonable expenses required for the transfer, sublease or sale of a membership certificate; shall collect delinquent rent and assessments by suit or otherwise; shall

abate nuisances; may enjoin or seek damages from members for violation of these Bylaws, the Rules and the terms and conditions of any proprietary lease.

5.3 The Board of Directors shall assess the membership during each fiscal year in an amount sufficient to pay all operating expenses of the Corporation including debt service on the blanket mortgage encumbering the cooperative to the extent that the expense of this item in the annual budget is greater than the income available for debt service. In this respect, available income shall mean a sum equal to interest and principal payments to be received from members and rent received from tenants on unsold units after deduction of the standard maintenance expense of such unsold units.

ARTICLE VI. OFFICERS

6.1 President. The President shall be the chief executive officer of the Corporation and Chairman of the Board of Directors. The President shall preside at all meetings of the membership. The President shall have general supervision over the affairs of the Corporation and other officers. The President shall sign all written contracts and perform all of the duties incident to the office and such duties as may be delegated from time to time by the Board.

6.2 Vice President. The Vice President shall perform such duties as may be required by the Board and, in the absence of the President, those duties incidental to the office of President.

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

6.4 Treasurer. The Treasurer shall have custody of the Corporation funds and securities. The Treasurer shall keep full and accurate accounts of the Corporation's receipts and disbursements and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall account for the Corporation and the members in accordance with Florida law.

6.5 Officers. The officers of the Corporation who shall hold office and serve until their successors are elected by the Board of Directors of the Corporation are as follows:

WILLIAM B. JONES	President
GEORGE TARABA	Vice President
AUDREY KELLEY	Secretary
BARBARA NELSON ANDERSON	Treasurer

6.6 Compensation. The President and Vice President shall not receive compensation for their services. The Secretary and Treasurer or Secretary-Treasurer may be compensated upon the affirmative vote of two-thirds (2/3) of the Board of Directors.

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

6.8 Termination. Officers shall serve at the pleasure of the Board of Directors and may be removed from office at any Board meeting where a quorum is present.

ARTICLE VII. CORPORATE FUNDS

7.1 Depositories. The funds of the Corporation shall be deposited in such banks and depositories as may be determined and approved by resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.2 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 each year; provided, however, the Board is expressly authorized to change to a different fiscal year if it deems it advisable.

7.3 Assessments.

(a) Common expense assessments and the budget which is the base for the assessments shall be in accordance with law. If the annual assessment proves to be insufficient, it may be amended at any time by an action of the majority of the Board of Directors of the Corporation. The unpaid assessments for the remaining portion of the year shall be due in equal monthly installments on the first day of each subsequent month during the year for which the assessment is made. If any annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment's payment date until changed by a new assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for the payment of all of the anticipated current operating costs and expenses and for all of the unpaid operating expenses previously incurred by the Corporation.

(b) The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not obtained pursuant to a bulk contract, such cost shall be considered common expense if it is designated as such in a written contract between the Board of Directors and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two (2) years. Any such contract is subject to review, as provided by law.

(c) Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind unit owner who does not occupy the unit with a non-hearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the owners shall not be required to pay any common expense charge related to such service. If less than all members of an Association share the expenses of cable television, the expense shall be shared equally by all

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participating unit owners. The Association may use the provisions of Section 719.108, Florida Statutes, to enforce payment of the shares of such costs by the unit owners receiving cable television.

7.4 Assessments of Other than Common Expenses. Certain of the units in the Park are owned by the Corporation or leased by members who have not paid the entire sum due for the membership certificate which they hold. The expenses of financing these units are not common expenses as the common expenses are assessed as though all of the membership certificates have been sold by the Corporation and paid in full. The Directors shall establish a debt service charge against those units leased by persons holding membership certificates in the Corporation which have not yet been fully paid so that the interest expense of the Corporation on the unpaid balance of the membership certificate and the pro rata principal payment, if any, is passed on to the member holding the membership certificate on that particular unit. The Directors shall also establish and collect rent on all those units on which the Corporation holds the membership certificate that contain a unit so that the expense to the Corporation in the form of interest and principal amounts on such unsold membership certificates shall be allocated pro rata to each such units. The Corporation intends to include the cost of carrying those units that do not contain a mobile home unit on the date of recordation hereof, if any, to the cost of the membership certificate and proprietary lease for that unit. Interest and principal expenses shall only be common expenses to the extent that the Corporation fails or is unable to collect revenues sufficient from the above debt service charge and rents to meet the mortgage expense to the Corporation on all such units.

7.5 Determination of Assessments.

(a) The Directors shall fix and determine the sum or sums necessary and adequate to assess members for their share of the common expenses by virtue of a budget to be adopted by the Board of Directors. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common areas; costs of carrying out the powers and duties of the Corporation; all insurance coverage; and any other expenses designated as common expenses shall be assessed against members as provided in these Bylaws and the proprietary leases. Assessments shall be payable monthly or quarterly in advance and shall be due on the first day of each month or each quarter as determined by the Directors. Assessments shall be made against members, in an amount required to provide funds in advance for payment of the anticipated current operating expenses and for unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Directors. All funds due under these Bylaws are common expenses, except rent and those funds assessed in accordance with Paragraph 7.4 above.

(b) A copy of the proposed budget shall be mailed to the members not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The Directors' meeting at which the budget shall be considered shall be open to all of the members.

(c) If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessments for the preceding

year, the Directors, upon written application of ten (10%) percent of the members, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice. At the special meeting, members shall consider and enact a budget. The adoption of the budget shall require approval of not less than a majority of the voting interests. The Directors may propose a budget to the members at the meeting of members or in writing; and, if the budget or proposed budget is approved by the members at the meeting or by vote of a majority of all voting interests in writing, the budget shall be adopted. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Cooperative property, expenses for the Corporation which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Cooperative property shall be excluded from the computation.

(d) The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 719.504(20), Florida Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The immediate foregoing shall not apply to budgets in which a quorum of the members voting in person or by limited proxy have determined for a fiscal year to provide no reserves or reserves less adequate than required by the foregoing section.

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

7.6 Rent. The Directors shall determine annually the rent to be charged for the ensuing year in accordance with the terms of the proprietary leases and Paragraph 7.4 of these Bylaws.

7.7 Application of Payments and Commingling of Funds. All sums collected by the Corporation from common expense assessments, rent, other charges and income but not reserve funds may be commingled in a single fund or divided into more than one fund, as determined by the Directors. However, separate accounts must be maintained on reserve accounts. Statutory reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called membership meeting. Any delinquent payment by a member shall be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to delinquent assessments.

7.8 Acceleration of Assessment Installments Upon Default. If a member shall be in default in the payment of an installment upon an assessment or rent, the Directors may accelerate the installments of the assessment, and, if applicable, rent coming due during the next calendar quarter

upon notice to the member, and the unpaid balance of the assessment (and rent) shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. The Association may charge an administrative late fee in addition to interest of Twenty-Five (\$25.00) Dollars or five (5%) percent of each past due installment, whichever is greater. If the Directors record a Claim of Lien against the unit in accordance with Section 11.2, then the accelerated assessments (and rent) shall include the amounts due for the remainder of the budget year in which the Claim of Lien is filed.

7.9 Fidelity Bonds. Pursuant to the requirements of law, the Corporation shall obtain fidelity bonding. The Corporation shall bear the cost of any such bonding.

7.10 Accounting Review or Audit. Unless waived by the members pursuant to statute, a review or audit of the accounts of the Corporation shall be made in compliance with law from time to time as directed by the Directors. A copy of any report received as a result of a review, audit or written summaries thereof shall be furnished to each member of the Corporation. The report shall meet the requirements of Section 719.104(4), Florida Statutes.

7.13 Accounting Records and Reports. The accounting records of the Corporation shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, (b) an account for each membership certificate designating the name and current mailing address of the member, the amount of each assessment, the dates and the amounts in which the assessments come due, the amount paid upon the account and the balance due and (c) question and answer statement as provided in Section 719.504, Florida Statutes. All records and reports shall meet the minimum requirements of Chapter 719, Florida Statutes.

7.12 Tax Deduction Statement. The Corporation shall, on or before March 15 following the close of the fiscal year, send to each member listed on the books of the Corporation for the prior fiscal year a statement setting forth the amount per membership certificate of that portion of the amounts paid by such member under his proprietary lease during such year which has been used by the Corporation as the member's agent for payment of real estate taxes and interest on the blanket mortgage or other indebtedness paid by the Corporation with respect to property owned by it.

7.13 Application of Payment. All payments by a member shall be applied as provided herein and in the proprietary lease.

7.14 Transfers and Fees. The assignment or sublease of units is subject to the approval of the Directors pursuant to these Bylaws and the proprietary leases. The Directors may impose a fee in connection with the approval of the assignment or sublease of units; provided, however, that no fee shall be charged in connection with an assignment, sublease or approval in excess of the expenditures reasonably required for the transfer, and this expense shall not exceed \$100. No charge shall be made in connection with an extension or renewal of a sublease.

ARTICLES VIII. ROSTER OF MEMBERS AND MORTGAGES

8.1 The Corporation shall maintain records entitled "Members". A member who mortgages a unit in the Cooperative shall notify the Corporation of the name and address of the mortgagee and shall file a copy of the mortgage documents with the Corporation. A member who satisfies a mortgage covering a unit shall also notify the Corporation thereof and file a copy of the satisfaction of mortgage with the Corporation.

8.2 Identification. Each member or the person(s) approved to occupy a unit or approved sublessee(s) shall provide a photocopy of their personal identification including name, signature, birth date and photograph. Acceptable forms of identification include a driver's license, State of Florida Identification Card or passport.

ARTICLE IX. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Corporate meetings including committees when not in conflict with the proprietary lease, the Articles or these Bylaws.

ARTICLE X. AMENDMENTS

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

10.1 Proposal of Amendments. A resolution for the adoption of an amendment to these Bylaws may be proposed either by a majority of the Directors or by not less than twenty (20%) percent of the members entitled to vote.

10.2 Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption. Amendment may be adopted by a two-thirds (2/3) vote at the meeting set forth in notice given pursuant to Section 10.2.

10.4 Consent to Certain Amendments. No amendment to the cooperative documents may change the configuration or size of any cooperative unit in any material fashion, materially alter or modify the appurtenances of the unit, or change the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus, unless the record owner of the unit and all record owners of liens on such unit join in the execution of the amendment and unless a majority of the record owners of all other unaffected units approve the amendment.

10.5 Errors and Omissions. In the event it shall appear that there is an error or omission in these Bylaws or exhibits thereto or any Cooperative document, then and in that event the Corporation may correct such error or omission by an amendment to these Bylaws in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in Paragraph 10.3 above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Directors or by the members of the Corporation. Except as elsewhere provided, such approvals must be either by:

(i) Not less than thirty three and one-third (33 1/3%) percent of the entire membership of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the Corporation; or

(ii) Not less than twenty-five (25%) percent of the votes of the entire membership of the Corporation; or

(iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all members in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Manatee County, Florida.

(c) The foregoing provisions relating to amendments for defects, errors or omissions are intended to be in accordance with and pursuant to Section 719.304(1), Florida Statutes.

(d) The amendment made pursuant to this subparagraphs 10.5(b)(i) or (ii) need only be executed and acknowledged by the Corporation and by no other parties whatsoever.

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

10.7 Execution. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation with the formalities of a deed. The amendment shall be effective when the

certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

10.8 **Scrivener's Error.** In the event of an error in the preparation of the Cooperative documents which error describes a number or condition that is contrary to the described plan of the Cooperative or misstates the original intent of the documents, the scrivener or the President may execute a scrivener's affidavit to correct the error or mistake and record the same in Manatee County which affidavit shall have the same effect as an amendment to the corrected instrument or instruments.

ARTICLE XI. COMPLIANCE AND DEFAULT

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

- (a) To commence an action in equity to enforce performance on the part of the member; or
- (b) To commence an action at law to recover its damages; or
- (c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by a court that the member was in violation of any of the provisions of the above-mentioned documents, the member shall reimburse the Corporation for its reasonable attorney's fees and costs incurred in bringing such action.

11.2 **Defaults.** In the event a member does not pay rents or assessments, or interest on either, required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Directors or manager acting on behalf of the Corporation, may enforce the lien encumbering the unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed pursuant to Section 719.108, Florida Statutes. Reasonable attorneys' fees incurred by the Corporation incident to the collection of rents and assessments or the enforcement of the lien shall also be secured by the lien. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid-in the unit at a foreclosure sale and to acquire, hold, sublet, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Directors, bring suit to recover a money judgment for any rent, sums, charges or assessments required to be paid to the Corporation without waiving its lien securing rents or assessments, or interest on either. In any action either to

foreclose its lien or to recover a money judgment, brought by or on behalf of the Corporation against a member, the prevailing party shall be entitled to recover their costs, together with reasonable attorney's fees.

11.3 Negligence or Carelessness of a Member. Each member shall be liable for the expenses of any repair or replacement rendered necessary by the member's act, neglect or carelessness, or by the negligence of any family member, guest, sublessee, employee, agent or licensee.

11.4 Election of Remedies. All rights, remedies and privileges granted to the Corporation or a member pursuant to any terms, provisions, covenants or conditions of the Cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Cooperative documents.

ARTICLE XII. INDEMNIFICATION

Every Director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon in connection with any proceeding or settlement in which the Director or officer may become involved, by reason of being or having been a Director or officer of the Corporation. This indemnification shall apply whether or not the individual is a Director or officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the duties of the office held. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement or reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

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

ARTICLE XIV. LIMITATION OF LIABILITY

Notwithstanding the duty of the Corporation to maintain and repair the common facilities, the Corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, members or other persons.

ARTICLE XV. LIENS

Protection of Property. All liens against a unit, other than permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent or as provided in the Cooperative documents or Bylaws, whichever is sooner.

ARTICLE XVI. SEAL

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

ARTICLE XVII. PROPRIETARY LEASE AND MEMBERSHIP CERTIFICATE

17.1 Issuance. One proprietary lease shall be issued to each Lessee of a unit in the Cooperative. The price for the issuance of the proprietary lease shall be the price of the initial membership for the purchase of the membership certificate of the same number as the unit. The membership price for the certificates and the proprietary leases shall be set from time to time by the Directors.

17.2 Execution. All proprietary leases shall be signed by the President or Vice President and shall have the corporate seal affixed. Membership certificates shall be signed by the President and Secretary and shall have the corporate seal affixed.

17.3 Form of Proprietary Lease. The form of proprietary lease shall be as recorded in the Public Records of Manatee County, Florida.

17.4 Form of Membership Certificate. The form of membership certificate shall be determined by the Board of Directors.

17.5 Transfers. Transfers of membership certificates shall be made only on the books of the Corporation. The existing certificate, properly endorsed, shall be surrendered and canceled before a new certificate is issued. Transfers of proprietary leases shall be made by a written assignment, executed with the formalities of a deed, recorded in the Public Records of Manatee County, Florida. Proof of the executed and recorded assignment, and assumption by the assignee,

of the proprietary lease, shall be required by the Corporation before the corresponding membership certificate shall be canceled and reissued. All transfers of proprietary leases and membership certificates are subject to these Bylaws and the Master Form Proprietary Lease.

17.6 Votes. Each proprietary lease shall entitle the lessee and holder to one vote in the meetings of the Corporation.

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

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

17.9 Conditions of Acceptance of Membership Certificates. Upon the acceptance of the membership certificate, the member agrees that the rights under such certificate shall incorporate the following:

"The rights of any holder of this membership certificate are subject to the provisions of the Articles of Incorporation and the Bylaws of the Corporation and to all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Corporation, as Lessor, and the person in whose name this certificate is issued, as Lessee, for a unit in the Cooperative which is owned by the Corporation and operated as a "Cooperative", which proprietary lease limits and restricts the title and rights of any transferee of this certificate and imposes a lien on this certificate to secure payment of assessments, common expenses and other sums which may become due to the Corporation from the holder hereof."

ARTICLE XVIII. APPROVAL AND RATIFICATION

The Corporation, by its execution of these Bylaws approves and ratifies all of the covenants, terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto. The members, by virtue of their acceptance of the proprietary leases and appurtenant membership certificates as to their unit, approve and ratify all of the terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto.

ARTICLE XIX. RULES AND REGULATIONS

Rules and Regulations may be adopted and amended from time to time and shall be deemed in effect until amended by the Directors and shall apply to and be binding upon all members. The members shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, sublessees, servants and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules

and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least fifty one (51%) percent majority vote of the Directors; no vote of the membership shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Bylaws. The rules and regulations, in full force and effect as of the date of these Bylaws, being attached hereto, are made a part hereof as though set out in full.

ARTICLE XX. MEMBERS INQUIRIES

Any inquiry filed by a member over the operation or administration of the Association, shall be by written request, forwarded by certified mail to the Board of Directors, and such inquiry shall be disposed of as provided by law.

ARTICLE XXI. CONSTRUCTION

Whenever the masculine singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XXII. FINES

The Corporation shall have the power to levy reasonable fines against a unit owner for failure of the unit owner or his or her licensee or invitee or the unit's occupant to comply with any provisions of these Bylaws, the Rules of the Cooperative or other Cooperative documents. The fine shall not exceed \$100 per violation, however each day shall be considered a separate violation. No fine shall exceed \$1,000.00. Fines shall be levied in accordance with the provisions of Florida Statutes 719.303(3).

ARTICLE XXIII. CONFLICT

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

ARTICLES XXIV. ACQUISITION OF ADDITIONAL LANDS

From time to time, the Corporation shall have the right to purchase and add additional lands to the Cooperative property, which lands may or may not be converted to cooperative. Unless otherwise required by law, such action shall require the affirmative vote of two-thirds (2/3) of the

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COUNTRY RETREAT MOBILE HOMEOWNERS' ASSN., INC.
January 1, 2001 to December 31, 2001 ANNUAL PROPOSED BUDGET

RECEIPTS:	<u>ANNUAL</u>	<u>MONTHLY</u>
Owners Maintenance (38 @ \$110)	50,160	4,180
Owners Mortgage Payments	28,835	2,403
Renters Maintenance (38 @ \$110)	50,160	4,180
Rents - MH lots	87,723	7,310
Investment interest	1,992	166
Operating Reserve used	-0-	-0-
Other income	-0-	-0-
TOTAL REVENUES	<u>\$ 218,870</u>	<u>\$ 18,239</u>

OPERATING EXPENSES:

Administrative Expenses:

Advertising	-0-	-0-
Office Expense	900	75
Professional Fees	2,700	225
Salaries - Grounds	-0-	-0-
Salaries - Maintenance	-0-	-0-
Salaries - Manager	-0-	-0-
Salaries - Office	-0-	-0-
Taxes - payroll & other	-0-	-0-
Auto & Truck	-0-	-0-
Bank charges	-0-	-0-
Commissions	-0-	-0-
Dues and subscriptions	240	20
Insurance	2,500	208
Licenses & Permits	1,200	100
Maintenance		
- General	20,000	1,667
- Supplies	6,000	500
Management Fees	6,000	500
Park Activities	-0-	-0-
Rent for recreational and commonly used facilities	9,120	760
Repairs - equipment	-0-	-0-
Security	-0-	-0-
Fees payable to Division	304	25
Taxes - other	300	25
Uniforms	-0-	-0-
Utilities		
- Garbage & Refuse	-0-	-0-
- Recycling	-0-	-0-
- Water & Sewer	20,400	1,700
- Electric	230	19
- Propane	-0-	-0-
- Telephone	300	25
- Cable TV	-0-	-0-
- Utility Charges	-0-	-0-

OTHER DISBURSEMENTS:

Mortgage interest	122,740	10,228
Mortgage principal	6,092	508
Real Estate taxes on Assn. Prop.	9,780	815
Real Estate taxes on Leased Prop.	-0-	-0-
Capital Improvement	6,000	500
Operating Capital	4,064	339
Reserves	-0-	-0-
TOTAL EXPENSES	<u>\$ 218,870</u>	<u>\$ 18,239</u>

EXHIBIT "5"

COUNTRY RETREAT MOBILE HOMEOWNERS' ASSN., INC.
 January 1, 2001 to December 31, 2001 ESTIMATED RESERVE REQUIREMENT

	REP. COST RESERVE	TOTAL EST. USEFUL LIFE	EST. REM. USEFUL LIFE	ANNUAL RESERVE	ANNUAL PER UNIT	MONTHLY PER UNIT	EST. FND BALANCE
Paving	\$115,000	20	20	\$ 5,750	\$151.32	\$12.61	0
Entrance	<u>15,000</u>	<u>30</u>	<u>30</u>	<u>500</u>	<u>13.16</u>	<u>1.10</u>	<u>0</u>
	<u>\$ 130,000</u>			<u>\$ 6,250</u>	<u>\$164.48</u>	<u>\$13.71</u>	<u>0</u>

Reserves have been waived for fiscal year 2001 by an affirmative vote of the membership.

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