



# Public Service Commission

## -M-E-M-O-R-A-N-D-U-M-

**DATE:** February 3, 1998  
**TO:** Division of Records and Reporting  
**FROM:** Stephanie Clapp, Division of Water and Wastewater *SC*  
**RE:** Docket No. 980258-SU; Acknowledgment of exempt status of Imperial Bonita Associates d/b/a Imperial Bonita Estates and cancellation of Certificate No. 237-S in Lee County.

Please add to the docket file:

1. Letter of transmittal from Debbie Drake, IBE Park Manager.
2. Articles of Incorporation of Imperial Bonita Estates Cooperative, Inc.
3. Bylaws of Imperial Bonita Estates Cooperative, Inc.
4. Imperial Bonita Estates Subdivision Lot Owners' Deed of Restrictions and Deed of Restrictions Amendment One.

Please note that two copies of each item are provided.

Thank you.

Attachments - 3

cc: Division of Legal Services(Ferguson)

ACK \_\_\_\_\_  
 AFA \_\_\_\_\_  
 APP \_\_\_\_\_  
 CAF \_\_\_\_\_  
 CMU \_\_\_\_\_  
 CTR \_\_\_\_\_  
 EAG \_\_\_\_\_  
 LEG \_\_\_\_\_  
 LIN \_\_\_\_\_  
 OPC \_\_\_\_\_  
 RCH \_\_\_\_\_  
 SEC 1 \_\_\_\_\_  
 WAS \_\_\_\_\_  
 OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE  
~~02790~~ MAR-28  
 FPSC-RECORDS/REPORTING

Imperial Bonita Estates Cooperative, Inc.  
27700 Bourbonniere Drive, Bonita Springs, FL 34135

February 24, 1998

Stephanie Clapp  
State of Florida  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

**RECEIVED**

**FEB 26 1998**

Florida Public Service Commission  
Division of Water and Wastewater

Dear Stephanie:

Please find enclosed the information you requested. I was unable to obtain copies of the subdivision's articles of incorporation and by-laws. I requested copies from their president and at the present time have not received them. I will send them as soon as I receive them.

Sincerely,

*Debbie Drake*

Debbie Drake  
Park Manager

DOCUMENT NUMBER-DATE

02790 MAR-28

FPSC-RECORDS/REPORTING

WAW 980258-SW

IMPERIAL BONITA ESTATES SUBDIVISION  
LOT OWNERS'  
DEED OF RESTRICTIONS

RECEIVED

FEB 26 1998

Florida Public Service Commission  
Division of Water and Wastewater

IBE SUBDIVISION ASSOCIATION

TO

ALL PRESENT AND FUTURE OWNERS  
of any of the lands located in  
Lee County, Florida, described  
as follows:

2806630

All of the southeast one quarter (SE 1/4) of the  
Northeast one quarter (NE 1/4) of section 36, Township  
47 South, Range 25 East.

WHEREAS, the aforementioned association  
consists of property owners of certain lots described above, and

WHEREAS, IMPERIAL BONITA ESTATES,  
INC, the original owner of these lots set forth certain Deed of Restrictions as recorded  
in Official Record Book 589, pages 685 thru 690, which were amended by documents  
recorded in Official Record Book 646, pages 579 thru 580, Official Record Book 875,  
pages 604 thru 605; and Official Record Book 932, pages 167 thru 168, all of the public  
records of Lee County, Florida.

WHEREAS, paragraph 25 of the original  
Deed of Restrictions as recorded in Official Record Book 589, pages 685 thru 690  
stipulates "...These restrictions may be amended, altered or rescinded at any time by an  
instrument in writing duly signed by the owners of the majority of lots in said subdivision,  
and duly recorded in the office of the Clerk of the Circuit Court of Lee County, Florida,  
each lot to have one (1) vote.

WHEREAS the majority of lot owners  
desired to adopt a new Deed of Restrictions described above to be consistent with the  
wishes of the majority of the lot owners to promulgate a new Deed of Restrictions  
designed to assure all lot owners the right to enjoy their peace without nuisance,  
harassment and degradation of property value by others, and that all owners may live in  
harmony with each other.

NOW THEREFORE KNOW YE That all  
current and future conveyance of any of the lands herein above described shall be subject  
to this new DEED OF RESTRICTIONS which supersedes all prior DEED OF  
RESTRICTIONS AND AMENDMENTS THERETO. Said restrictions shall be binding from  
the date set forth herein up to and including March 31, 2025 upon the parties hereto,  
their assigns or legal representatives. Said restrictions shall be applicable to and run  
with the land during the term hereof.

A vote to adopt these restrictions was made by letter either hand carried or mailed by  
the various lot owners. The resulting votes are as follows: 79 YES; 7 NO; 41 ABSTAIN.  
All eligible voters failing to vote were counted as abstentions. THEREFORE By a  
majority of 72 the amended Deed of Restrictions set forth herein was adopted on this  
20th day of January 1990.

RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY, T. NEAL, D.C.

15. Prior to planting any trees, shrubs, or installation of sprinkler systems, the lot owner shall obtain the exact location of underground utilities from the IMPERIAL BONITA PROPERTIES, INC. and/or Utility Companies. This is to prevent personal injury, and/or damage to the utility.

16. All garbage and trash shall be sacked or securely wrapped and placed in an approved container which must be kept tightly closed and in good condition, and shall be kept out of view. No trash or garbage may be burned upon any lot in IMPERIAL BONITA ESTATES. The throwing or placing of burning garbage, refuse, trash, or any other matter within or abutting IMPERIAL BONITA ESTATES is strictly prohibited.

17. For your safety and the safety of others, the speed limit within IMPERIAL BONITA ESTATES shall not exceed fifteen (15) miles per hour.

18. This property shall be restricted to modern mobile homes which are no more than five (5) years old as the date same are installed upon a mobile home site within the confines of the above described property. No mobile home may be installed upon any of the mobile home sites located within the confines of the above described property unless it contains a minimum of twelve (12) feet in width and forty (40) feet in length and a skirt or wall concealing the area from the bottom of the mobile home to the ground. In the interest of preserving a uniform high standard of construction, no building or other structure shall be erected, placed or remain on any building lot in the above described property until a set of plans and specifications, including plot plan showing the location of the buildings or other structures is submitted to the IBE Subdivision Association or its agent, and written approval of such plans, specifications and plot plan is given by the IBE Subdivision Association or its agent.

19. All units are required to have a concrete slab on at least one side of the home with a roof attachment, for patio and/or carport. Time limit for installation is 60 days after the installation of the mobile home.

20. All units must have lawns. The time limit for establishing lawns, is 90 days after the installation of the mobile home.

21. Driveways must be installed within 60 days of moving home onto lots. The driveway must conform to Lee County, Florida Ordinances, and be of an approved gravel, concrete or blacktop construction.

22. All mobile homes shall connect with the sewer system.

23. All rules made by IMPERIAL BONITA PROPERTIES, INC. concerning any and all recreational facilities must be complied with by all property owners.

24. A property owner desiring to rent his/her home, must notify the IBE Subdivision Association, or its agent. This is for your protection, as well as your neighbor's to prevent unauthorized occupancy in your absence.

25. All families with children under 18 years of age living or residing with them must keep children in designated area of subdivision. The aforesaid children will not be allowed to play, ride bikes, in rental, RV section, or adult section of subdivision. The first two streets in subdivision (Bourbonniere Drive and Rue Viauv Avenue) are family units with children permitted. Remainder of park is reserved for adults only. Parents are responsible for any damage done by their children and are expected to know at all times where their children are playing.

26. All units are designed for single family occupancy. Visitors are allowed for a reasonable period of time.

IN WITNESS HEREOF, the said party of the first part has caused these presents to be signed in its name by its president, this FIRST day of MARCH 1991

Signed sealed and delivered in the presence of:

IBE LOT OWNERS ASSOCIATION.

Wilbur L Bick

Ralph Thomas

Ralph Thomas  
PRESIDENT

Richard F. Sanford

STATE OF FLORIDA ) SS  
COUNTY OF LEE )

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of MARCH A.D. 1991, personally came before me Ralph Thomas, president of the IBE LOT OWNERS ASSOCIATION, Inc., to me known to be the person described in and who executed the foregoing amendment one of the new Deed of Restrictions and acknowledged the execution thereof to be a free act and deed as such officer for the uses and purposes herein mentioned, and that he affixed thereto his signature, and the said instrument is the act and deed of said association.

WITNESS my signature and official seal at Bonita Springs, in the County of Lee, and the State of Florida, the day and year last afore said.

Marian C. White  
NOTARY PUBLIC

Notary Public, State of Florida  
My Comm. Exp. Aug. 31, 1991

OR2206 Pg2364

CHARLIE GREEN LEE CIV FL  
91 MAR -5 AM 11:18

WAW 980258-SU

IMPERIAL BONITA ESTATES SUBDIVISION  
LOT OWNERS'  
DEED OF RESTRICTIONS

RECEIVED  
FEB 26 1998

Florida Public Service Commission  
Division of Water and Wastewater

IBE SUBDIVISION ASSOCIATION

TO

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of any of the lands located in  
Lee County, Florida, described  
as follows:

2806630

All of the southeast one quarter (SE 1/4) of the  
Northeast one quarter (NE 1/4) of section 36, Township  
47 South, Range 25 East.

WHEREAS, the aforementioned association  
consists of property owners of certain lots described above, and

WHEREAS, IMPERIAL BONITA ESTATES,  
INC, the original owner of these lots set forth certain Deed of Restrictions as recorded  
in Official Record Book 589, pages 685 thru 690, which were amended by documents  
recorded in Official Record Book 646, pages 579 thru 580, Official Record Book 875,  
pages 604 thru 605; and Official Record Book 932, pages 167 thru 168, all of the public  
records of Lee County, Florida.

WHEREAS, paragraph 25 of the original  
Deed of Restrictions as recorded in Official Record Book 589, pages 685 thru 690  
stipulates "...These restrictions may be amended, altered or rescinded at any time by an  
instrument in writing duly signed by the owners of the majority of lots in said subdivision  
and duly recorded in the office of the Clerk of the Circuit Court of Lee County, Florida,  
each lot to have one (1) vote.

WHEREAS the majority of lot owners  
desired to adopt a new Deed of Restrictions described above to be consistent with the  
wishes of the majority of the lot owners to promulgate a new Deed of Restrictions  
designed to assure all lot owners the right to enjoy their peace without nuisance,  
harassment and degradation of property value by others, and that all owners may live in  
harmony with each other.

NOW THEREFORE KNOW YE That all  
current and future conveyance of any of the lands herein above described shall be subject  
to this new DEED OF RESTRICTIONS which supersedes all prior DEED OF  
RESTRICTIONS AND AMENDMENTS THERETO. Said restrictions shall be binding from  
the date set forth herein up to and including March 31, 2025 upon the parties hereto,  
their assigns or legal representatives. Said restrictions shall be applicable to and run  
with the land during the term hereof.

A vote to adopt these restrictions was made by letter either hand carried or mailed by  
the various lot owners. The resulting votes are as follows: 79 YES; 7 NO; 41 ABSTAIN.  
All eligible voters failing to vote were counted as abstentions. THEREFORE By a  
majority of 72 the amended Deed of Restrictions set forth herein was adopted on this  
20th day of January 1990.

RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY, T. NEAL, D.C.

1. The described property shall be used for mobile home residential purposes only.
2. No unsightly outdoor storage of any kind will be permitted on any lot, such as junk cars, building materials, junk and the like.
3. No tents, shack or other out building may be used as a temporary residence.
4. No lots within the subdivision shall be used for any Right of Way purposes.
5. That no nuisance or offensive, noisy or illegal trade, calling for transactions shall be done, suffered, or permitted upon any lot in said subdivision, nor anything shall be done thereupon which may be or become any annoyance to the neighborhood.
6. Pet ownership, pet control and pet restraint shall be pursuant to Lee County, Florida ordinances.
7. No corrugated iron shall be used on any structure on said lands for roofing or siding material.
8. No signs, billboards, or advertising devices except those used in the sale of Real or personal property shall be used on any lot in said lands unless given written permission by IBE Subdivision Association or its agent. Said sign shall not contain more than six (6) square feet in area.
9. Mobile homes and any structures or additions thereto shall be set back thirty (30) feet from the front lot lines and a minimum of ten (10) feet from the side line. setback on the side street of corner tracts shall be a minimum of ten (10) feet. Each mobile home shall be placed on each lot in such a manner that its long axis corresponds to the long axis of the lot. All mobile homes shall be placed on lots at a uniform angle as established by IBE Subdivision Association.
10. Pursuant to Lee County, Florida Ordinance #86-5 as amended by #88-42 (and any subsequent amendments) it is the responsibility of all lot owners to keep their property in a neat and clean condition, that is: the grass cut, trees and shrubbery trimmed, and mobile homes and all other structures in good repair. During long periods of absence, owner will make arrangements to have the above done. In the interest of all other lot owners, violators will be reported by the IBE Subdivision Association, or its agent to the Code Enforcement Division of Lee County, Florida.
11. No mobile home building or accessory, fence, wall, or other structures shall be placed, erected or maintained, nor shall any addition to, change or alterations therein be made until the plans or specifications showing the nature, kind, shape, height, material, floor plans and location of same shall have been submitted to and approved in writing by IBE Subdivision Association, or its duly authorized agent.
12. All exterior appliances, containers or equipment used in supplying fuel or gas, water softeners and the like, or in disposing of refuse, shall be so situated so that the same shall not detract from the value of adjoining property.
13. No outdoor drying lines or apparatus for drying of laundry shall be permitted on any lot, except one folding pole, or "T" pole not exceeding six (6) feet in height. No lines strung between trees, poles and the like are permitted. No outdoor laundering will be permitted on any lot.
14. IMPERIAL BONITA PROPERTIES, INC. reserves the right of access onto all lots at reasonable times for purposes of inspection and maintenance of all service utilities. IMPERIAL BONITA PROPERTIES, INC. shall be responsible for any damage caused to the property during said inspection and/or maintenance by them or their employees or contractors.

15. Prior to planting any trees, shrubs, or installation of sprinkler systems, the lot owner shall obtain the exact location of underground utilities from the IMPERIAL BONITA PROPERTIES, INC. and/or Utility Companies. This is to prevent personal injury, and/or damage to the utility.
16. All garbage and trash shall be sacked or securely wrapped and placed in an approved container which must be kept tightly closed and in good condition, and shall be kept out of view. No trash or garbage may be burned upon any lot in IMPERIAL BONITA ESTATES. The throwing or placing of burning garbage, refuse, trash, or any other matter within or abutting IMPERIAL BONITA ESTATES is strictly prohibited.
17. For your safety and the safety of others, the speed limit within IMPERIAL BONITA ESTATES shall not exceed fifteen (15) miles per hour.
18. This property shall be restricted to modern mobile homes which are no more than five (5) years old as the date same are installed upon a mobile home site within the confines of the above described property. No mobile home may be installed upon any of the mobile home sites located within the confines of the above described property unless it contains a minimum of twelve (12) feet in width and forty (40) feet in length and a skirt or wall concealing the area from the bottom of the mobile home to the ground. In the interest of preserving a uniform high standard of construction, no building or other structure shall be erected, placed or remain on any building lot in the above described property until a set of plans and specifications, including plot plan showing the location of the buildings or other structures is submitted to the IBE Subdivision Association or its agent, and written approval of such plans, specifications and plot plan is given by the IBE Subdivision Association or its agent.
19. All units are required to have a concrete slab on at least one side of the home with a roof attachment, for patio and/or carport. Time limit for installation is 60 days after the installation of the mobile home.
20. All units must have lawns. The time limit for establishing lawns, is 90 days after the installation of the mobile home.
21. Driveways must be installed within 60 days of moving home onto lots. The driveway must conform to Lee County, Florida Ordinances, and be of an approved gravel concrete or blacktop construction.
22. All mobile homes shall connect with the sewer system.
23. All rules made by IMPERIAL BONITA PROPERTIES, INC. concerning any and all recreational facilities must be complied with by all property owners.
24. A property owner desiring to rent his/her home, must notify the IBE Subdivision Association, or its agent. This is for your protection, as well as your neighbor's to prevent unauthorized occupancy in your absence.
25. All families with children under 18 years of age living or residing with them must keep children in designated area of subdivision. The aforesaid children will not be allowed to play, ride bikes, in rental, RV section, or adult section of subdivision. The first two streets in subdivision (Bourbonniere Drive and Rue Viauv Avenue) are family units with children permitted. Remainder of park is reserved for adults only. Parents are responsible for any damage done by their children and are expected to know at all times where their children are playing.
26. All units are designed for single family occupancy. Visitors are allowed for a reasonable period of time.



27. These covenants and restrictions are to run with the land and shall be binding upon the parties hereto, their heirs, legal representatives or assigns. A copy of this Deed of Restrictions shall be furnished to purchasers or renters of your property by you. The Grantees by their acceptance hereof, their successors and assigns, covenant and agree to pay all costs, including reasonable attorney's fees, for the enforcement of these restrictions and reservations against the above described property in the event of a violation thereof. These restrictions may be amended, altered or rescinded at any time by an instrument in writing duly signed by a majority of property owners in said subdivision, and duly recorded in the office of the Clerk of the Circuit Court of Lee County, Florida. Each property owner shall have one (1) vote therein. (no property owner shall have more than one vote in total). The expiration of this Deed of Restrictions is March 31, 2025.

28. Enforcement shall be by proceedings at law, pursuant to Article 723, or in equity against any person or persons violating any covenant either to restrain violation or to recover damages.

29. Invalidation of any one of these covenants by Judgment of Court Order shall in no way effect any of the other provisions which shall remain in full force and effect. In the event of conflict between the Deed Restrictions set forth herein and any Federal, State of Florida, or Lee County, Florida Law, the latter will govern.

COOLIN CC 17 uc

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its president, this FIRST day of MARCH 1991

Signed sealed and delivered in the presence of:

IBE LOT OWNERS ASSOCIATION.

Wilbur L Bick

Ralph Thomas  
Ralph Thomas  
PRESIDENT

Richard F. Sanford

STATE OF FLORIDA ) SS  
COUNTY OF LEE )

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of MARCH A.D. 1991, personally came before me Ralph Thomas, president of the IBE LOT OWNERS ASSOCIATION, Inc., to me known to be the person described in and who executed the foregoing amendment one of the new Deed of Restrictions and acknowledged the execution thereof to be a free act and deed as such officer for the uses and purposes being mentioned, and that he affixed thereto his signature, and the said instrument is the act and deed of said association.

WITNESS my signature and official seal at Bonita Springs, in the County of Lee, and the State of Florida, the day and year last afore said.

Marion C. White  
NOTARY PUBLIC

Notary Public, State of Florida  
My Comm. Exp. Aug. 31, 1991

OR2206 Pg2364

CHARLIE GREEN LEE CITY FL  
91 MAR -5 AM 11:18

IMPERIAL BONITA ESTATES  
LOT OWNERS ASSOCIATION, INC.  
DEED OF RESTRICTIONS AMENDMENT ONE

IBE LOT OWNERS ASSOCIATION, INC

TO

ALL PRESENT AND FUTURE OWNERS  
of any of the lands located in  
Lee County, Florida, described  
as follows:

2986446

All of the southeast one quarter (SE 1/4) of the  
Northeast one quarter (NE 1/4) of section 36, Township  
47 South, Range 25 East.

WHEREAS, the aforementioned association  
consists of real property owners of certain lots described above, and

WHEREAS, IMPERIAL BONITA ESTATES,  
INC, the original owner of these lots set forth certain Deed of Restrictions as recorded  
in Official Record Book 589, pages 685 thru 690, which were amended by documents  
recorded in Official Record Book 646, pages 579 thru 580, Official Record Book 875,  
pages 604 thru 605; and Official Record Book 932, pages 167 thru 168, AND FURTHER  
AMENDED 7 March 1990 OR 2111 Pages 1862 through 1866, all of the public records of  
Lee County, Florida.

WHEREAS, paragraph 27 of the AMENDED  
Deed of Restrictions as recorded in Official Record Book 2133, pages 1862 thru 1865  
stipulates "...These restrictions may be amended, altered or rescinded at any time by an  
instrument in writing duly signed by the owners of the majority of lots in said subdivision,  
and duly recorded in the office of the Clerk of the Circuit Court of Lee County, Florida,  
each lot to have one (1) vote.

WHEREAS the majority of the lot owners  
voted to amend paragraphs 24 and 25 of this New Deed of Restrictions recorded on March  
7 1990 in the Official Record Book 2133 pages 1862 through 1866 in Lee County Florida,  
to comply with the Fair Housing Act (PL100-430 Subsections (2)(C) and (3)(A)(B)) as  
amended, and Florida Statute 760.29(4)(b)(3.b.c.) and to assure that the 'Elderly Persons  
Park' status will be maintained.

NOW THEREFORE KNOW YE That all  
current and future conveyance of any of the lands herein above described shall be subject  
to this amendment one of the New DEED OF RESTRICTIONS which supersedes all prior  
DEED OF RESTRICTIONS AND AMENDMENTS THERETO. Said restrictions shall be  
binding from the date set forth herein up to and including March 31, 2025 upon the  
parties hereto, their assigns or legal representatives. Said restrictions shall be applicable  
to and run with the land during the term hereof.

A vote to adopt amendment one of these restrictions was made by letter either hand  
carried or mailed by the various lot owners. The resulting votes are as follows: 65 YES:  
8 NO: 50 ABSTAIN. All eligible voters failing to vote, were counted as abstentions.

THEREFORE By a majority of 57 the amended Deed of Restrictions set forth herein was adopted on this FIRST day of MARCH 1991.

### AMENDMENT ONE TO DEED OF RESTRICTIONS

THE FOLLOWING PARAGRAPHS ARE AMENDED TO READ:

24. SALE OR RENTAL OF MOBILE HOME AND/OR LOT. Imperial Bonita Estates, including this Sub-division meet the requirements of an "Elderly Persons Park", as defined in the Fair Housing Act; PL100-430 subsections (2)(C). Therefore pursuant to PL100-430 Subsections (3)(A)&(B), and Florida Statute 760.29 (4)(b)3b.c. no mobile home or lot may be sold or rented to any individual under 55 years of age, or any family with children AND where no adult family member is 55 years of age or older. (One adult family member must be 55 years of age or older). In the event of the death of the adult 55 years of age, the rules governing inheritance by the spouse or children shall be pursuant to the "Fair Housing Act" and any amendments thereto.

In addition a property owner desiring to rent his/her home, must notify the IBE Lot Owners Association, Inc. or its agent. This is for your protection, as well as your neighbor's to prevent unauthorized occupancy in your absence.

25. All families with children under 18 years of age living or residing with them must instruct their children to play on their own property or in designated play area(s) of subdivision. The play area(s) will be designated by the association. For the safety of the children and elderly persons the aforesaid children will not be allowed to play, ride skateboards and the like, posing a potential hazard, upon any street in rental, RV section, or subdivision. The riding of bicycles is permitted within the subdivision, provided bicycles are ridden without horseplay, and in such a manner as not to endanger the safety and well being of others. Parents and/or hosts are responsible for the behavior of the children, any damage done by their children and are expected to know at all times where their children are playing.

OR2206 PG2363

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its president, this 7 day of March 1990

Signed sealed and delivered in the presence of:

IBE LOT OWNERS ASSOCIATION.

Walter M. Long  
Walter Beck  
J.A. Jones

Ralph E. Thomas  
Ralph Thomas  
PRESIDENT

STATE OF FLORIDA ) SS  
COUNTY OF LEE )

1990 I HEREBY CERTIFY, that on this 7 day of March -A.D. ~~1990~~, personally came before me Ralph E. Thomas, president of the IBE LOT OWNERS ASSOCIATION, to me known to be the person described in and who executed the foregoing new Deed of Restrictions and acknowledged the execution thereof to be a free act and deed as such officer for the uses and purposes being mentioned, and that she affixed thereto her signature, and the said instrument is the act and deed of said association.

WITNESS my signature and official seal at Bonita Springs, in the County of Lee and the State of Florida, the day and year last afore said.

Walter M. Long  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 1, 1993  
BOUGHT THROUGH GENERAL INS. UND.

BYLAWS  
OF  
IMPERIAL BONITA ESTATES COOPERATIVE, INC.  
A FLORIDA NON-PROFIT CORPORATION

ARTICLE I. GENERAL PROVISIONS

1.1 Name. The name of this corporation shall be IMPERIAL BONITA ESTATES COOPERATIVE, INC.

1.2 Principal Office. The principal office of the Corporation shall be at 27700 Bourbonniere Drive, Bonita Springs, Florida 33923, 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 IMPERIAL BONITA ESTATES COOPERATIVE, 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 family member of a lessee of IMPERIAL BONITA ESTATES COOPERATIVE, A RESIDENTIAL COOPERATIVE (hereafter "MOBILE HOME VILLAGE") 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.

## 2.2 Voting.

(a) The owner of each membership certificate shall be entitled to one vote. If an owner owns more than one membership certificate, he 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 shall be present. The Corporation shall be entitled to vote all membership certificates which the Corporation has offered for sale and have not been purchased.

(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.

2.3 Minimum Age. No person other than an adult whose minimum age can be no less than 45 years, and one of which must be 55 years of age or older, shall be permitted to permanently reside in the MOBILE HOME VILLAGE. However, no person under the age of 55 years shall be permitted to enter and permanently reside in the MOBILE HOME VILLAGE if that person's occupancy would result in the current

census of the Park resulting in less than 80% of the occupants, age of 55 or older, should such under-aged person have occupancy. Notwithstanding the foregoing, any person permanently residing in the MOBILE HOME VILLAGE on the date of adoption of these Bylaws shall be entitled to remain a resident even though under 45/55 years of age.

### ARTICLE III. MEMBERSHIP AND MEETINGS

3.1 Place. All meetings of the membership shall be held in the Recreational Hall of the Park or at such other 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 third Friday in January 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 on the bulletin board located inside the Recreation Hall 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

MOBILE HOME VILLAGE





- (i) Election of directors
- (j) Unfinished business
- (k) New business
- (l) Adjournment

3.9 Conduct of Meetings. Unit owner shall have the right to participate in meetings of unit owners 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 unit owner may tape record or videotape meetings of the unit owners 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 of 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 nine (9) Directors. All Directors shall be owners of a membership certificate or shall be the designated voter of an owner of such membership certificate. No Director shall continue to serve on the Board after he ceases to be an owner of a membership certificate or the designated voter of a membership certificate in the Corporation.

4.2 Election 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 on the Board of Directors, shall be appointed by the Board of Directors not less than sixty (60) 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 at least forty-five (45) days prior to election the rules to be followed at each election of the Directors.

(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) At any time after a majority of the Board is elected at any duly convened or regular or special meeting of the membership at which a quorum is present, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total votes present at such meeting. A successor may then and there be elected to fill any vacancy created. Should any vacancy not be filled, the Board may fill the vacancy in the manner provided below.

(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 his 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.

4.4 Organizational Meeting. The organizational meeting of the Board of Directors shall be held immediately after their election at the annual meeting and no further notice of the organizational meeting shall be necessary. 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 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 his 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 his attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

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

4.9 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted. 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 committee
- (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 all members authorized to be at such meeting.

4.13 Conduct of Meetings. Meetings of the Directors and any committee thereof at which a quorum of the members of that committee 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 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.

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

#### 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 MOBILE HOME VILLAGE; maintain bank accounts; purchase, lease or acquire membership certificates in the name of the Corporation; sell, sublet, transfer, mortgage or otherwise deal with the corporate assets; obtain insurance; borrow money on behalf of the Corporation when required in connection with capital improvements, operation, care, upkeep and maintenance of the common areas or refinancing of the Park mortgage; however (except in the case of action by the Board of Directors to refinance the Park 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 obtained prior to borrowing any sum in excess of \$10,000.00.

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; 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; collect delinquent rent and assessments by suit or otherwise; abate nuisances; enjoin or seek damages from members for violation of these Bylaws 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. Available income shall be 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 charges against 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:

|                  |                |
|------------------|----------------|
| JAMES E. BRENNAN | President      |
| ROBERT JACOBS    | Vice President |
| MARY JO VALES    | Secretary      |
| ALICE KIGHT      | 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.

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.

#### 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 maybe 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 Cash Requirement. Each owner of a membership certificate shall be liable for a 1/245 percentage or portion of the common expenses.

7.4 Assessments. 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.

(a) 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.

(i) Any contract made by the Board after the effective date of this act for a community antenna system or duly franchised cable television service may be canceled by a majority of the voting interests present at the next regular or special meeting of the Association. Any member may make a motion to cancel the contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.

(ii) 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 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.

7.5 Assessments of Other than Common Expenses. Certain of the units in the Park are owned by the Corporation or lease 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 245 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, 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 special assessments and rents to meet the mortgage expense to the Corporation on all such units.

#### 7.6 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 in advance and shall be due on the first day of each month unless otherwise ordered by the Directors. Assessments shall be made against members monthly, as aforesaid, in an amount required to provide funds in advance for payment of the anticipated current operating expenses and for unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Directors. All funds due under these Bylaws are common expenses, except rent and those funds assessed in accordance with Paragraph 7.5 above.

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

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(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 a vote of not less than 66 2/3% of all members. 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 at least 66 2/3% of all members 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 life and estimated replacement cost of each reserve item. The immediate foregoing shall not apply to budgets in which the majority of the total voting interest 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.

7.7 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 7.5 of these Bylaws.

7.8 Application of Payments and Commingling of Funds. All sums collected by the Corporation from common expense assessments, rent, other charges and income may be commingled in a single fund or divided into more than one fund, as determined by the Directors. However, separate ledgers must be maintained on reserve accounts, if any, and operating funds. 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 to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the Directors determine.

7.9 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.

7.10 Fidelity Bonds. The members shall obtain fidelity bonding of all officers or directors of the Corporation who control or disburse funds of the Corporation, as provided by law. The Corporation shall bear the cost of any such bonding.

7.11 Accounting Review or Audit. A review 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(2), Florida Statutes.

7.12 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.

7.13 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.

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

7.15 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. The Board of Directors is authorized to adopt rules requiring as a condition to permitting the sublease of a unit the depositing into a Corporation escrow account a security deposit in an amount not to exceed the equivalent of one (1) month's rent. The security deposit shall protect against damages to the common areas or cooperative property. Within fifteen (15) days after a sublessee vacates the premises, the Corporation shall refund the full security deposit or give written notice by certified mail, return receipt requested, to the sublessee at sublessee's last known address of any claim made against the security deposit. Disputes involving the security deposit shall be handled in the same fashion as disputes concerning security deposits under Section 83.49, Florida Statutes (The Landlord-Tenant Act).

#### ARTICLES VIII. ROSTER OF MEMBERS AND MORTGAGES

The Corporation shall maintain records entitled "Members". A member who mortgages his unit in the Cooperative shall notify the Corporation of the name and address of his 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. Each member or the member's family member(s) or sublessee(s) shall deliver a photocopy of a bona fide personal identification including name, signature, birth date and photograph. Acceptable form of identification include a driver's license or passport.

ARTICLE IX. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Corporation meetings 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 parcel shares the common expenses and owns the common surplus, unless the record owner of the unit and all record owners of liens on it join the execution of the amendment and unless the record owners of all other 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

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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 Lee 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 MOBILE HOME VILLAGE or of units without the consent of the mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or the 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 Lee County, Florida.

#### 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 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 any 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 foreclose the lien encumbering the unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed pursuant to Section 719.108, Florida Statutes. 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 losing party shall pay the costs thereof, together with a reasonable attorney's fee.

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

11.4 Election of Remedies. All rights, remedies and privileges granted to the Corporation or a 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 him in connection with any proceeding or settlement thereof in which the Director or officer may become involved, by reason of his being or having been a Director or officer of the Corporation. This indemnification shall apply whether or not 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 his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement or reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or officer may be entitled.

#### ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF 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. No share certificates shall be issued by the Corporation. Two hundred forty five proprietary leases shall be issued by the Corporation. 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 dues for the purchase of the membership certificate of the same number as the unit. The initial membership dues 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 from time to time shall be determined by the Board of Directors.

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 Lee 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. There shall be a total of 245 votes.

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 will 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 MOBILE HOME VILLAGE 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. EASEMENTS

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

18.1 Utility Services; Drainage. Easements are reserved under, through and over the Cooperative property as may be required for utility services and drainage in order to serve the Cooperative. Such reservation is also contained in the Master Form Proprietary Lease. A member shall do nothing on or under the unit that interferes with or impairs the utility services using these easements. The Association has the irrevocable right of access to each unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any structural component of the building or of any mechanical, electrical or plumbing elements necessary to prevent damage to the building or to another unit.

18.2 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, other portions of the Cooperative property as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Cooperative property as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of the members, institutional mortgagees or lessees, and those claiming by, through or under the aforesaid.

18.3 Covenant. All easements of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Cooperative, and, notwithstanding any other provisions of these Bylaws, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

#### ARTICLE XIX. APPROVAL AND RATIFICATION

The Corporation, by its 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, hereby approve and ratify all of the terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto.

#### ARTICLE XX. RULES AND REGULATIONS

Rules and Regulations may be adopted and amended from time to time and shall be deemed in effect until amended by the Directors and shall apply to and be binding upon all 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, servants, lessees 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 XXI. MEMBERS COMPLAINTS

Any complaint 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 complaint shall be disposed of as provided by law.

#### ARTICLE XXII. 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 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. Such action shall require the affirmative vote of two-thirds (2/3) of the membership of the Corporation. Thereafter, the Board of Directors shall have all the powers and duties with respect to such properties as the Board has with respect to the Cooperative.

#### ARTICLES XXV. RECREATIONAL AND OTHER FACILITIES

From time to time, the Corporation, through its Board of Directors, shall have the right to modify, add, delete, substitute, or otherwise develop recreational and/or other facilities and amenities of the Cooperative. If such action would materially alter or modify the appurtenances of a unit, then such action shall require the affirmative vote of a majority of the members. Thereafter, the Board of Directors shall have all the powers and duties necessary and/or convenient to accomplish the proposed action.

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## ARTICLE XXVI. ARBITRATION

Internal disputes arising from the operation of the Cooperative among unit owners, the Corporation, and their agents and assigns, shall be submitted for mandatory non-binding arbitration to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulations in accordance with Sections 719.106(1)(1) and 719.1255, Florida Statutes.

Passed and duly adopted this 8<sup>th</sup> day of July,  
1994.

Mary J. Vale  
Secretary



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

December 28, 1994

CIS  
Attn: Gail  
Tallahassee, FL

Re: Document Number N30367

The Restated Articles of Incorporation for IMPERIAL BONITA ESTATES COOPERATIVE, INC., a Florida corporation, were filed on December 27, 1994.

The certification you requested is enclosed.

Should you have any questions concerning this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Susan Payne  
Senior Corporate Section Administrator  
Division of Corporations

Letter Number: 594A00054476

Account number: 072100000032

Account charged: 87.50

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Restated Articles of Incorporation, filed on December 27, 1994, for IMPERIAL BONITA ESTATES COOPERATIVE, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N30367.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-eighth day of December, 1994



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State

RESTATED  
ARTICLES OF INCORPORATION  
OF  
IMPERIAL BONITA ESTATES COOPERATIVE, INC.

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned hereby certify and acknowledge that these amended and restated Articles of Incorporation for IMPERIAL BONITA ESTATES COOPERATIVE, INC., a not-for-profit corporation organized under and by virtue of the laws of the State of Florida as contained in Chapter 617, Chapter 719 and Chapter 723, Florida Statutes, as amended (the "Acts") and originally filed with the Secretary of State on January 26, 1989 have been duly adopted by the members this 8<sup>th</sup> day of July, 1994. Any amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the Corporation's Articles of Incorporation as theretofore amended and the provisions of the Restated Articles of Incorporation other than the inclusion of these amendments and the omission of matters of historical interest.

ARTICLE 1. NAME

The name of the corporation shall be IMPERIAL BONITA ESTATES COOPERATIVE, INC..

ARTICLE 2. DURATION

The date of commencement of corporation existence shall be the date the Articles were filed with the Department of State, the period of duration of the corporation shall be perpetual.



### ARTICLE 3. PURPOSE AND POWERS

The general purpose for which the Corporation is organized is to engage in, conduct and carry on the business of operation of a mobile home owners association pursuant to F.S. Chapter 723; the Corporation has the power to negotiate for, acquire, and operate the mobile home park on behalf of the mobile home owners; to engage in activities which are necessary, suitable or convenient for the accomplishment of that purpose, or which are incidental thereto or connected therewith; and to transact any or all lawful business for which corporations may be incorporated under the Acts. In addition, the Corporation shall have all the powers specified in Section 617.021, Florida Statutes. Upon completing the purchase of the Mobile Home Village, it shall convert the same to a condominium, cooperative or other type of ownership; whereupon the Corporation shall have all the powers necessary and/or convenient for the operation and management of such condominium, cooperative, or other type of resident-owned mobile home community. Additionally, the Corporation reserves the right to acquire additional lands; whereupon the Corporation shall have all the powers necessary and/or convenient for the operation and management of such property.

### ARTICLE 4. MEMBERSHIP

Membership in this corporation shall be limited to lessees or a family member of a lessee of IMPERIAL BONITA ESTATES (hereinafter "VILLAGE") who have purchased membership certificates in the Corporation. Upon the transfer of a membership certificate, either

voluntarily, or by operation of law, the transferee shall become a member of the Corporation if all the requirements for membership have been met.

**ARTICLE 5. REGISTERED OFFICE AND AGENT**

The street address of the registered office of this corporation is 333 South Tamiami Trail, Suite 199, Venice, Florida 34285; and the name of the registered agent of the corporation at such address is William R. Korp.

**ARTICLE 6. DIRECTORS**

The Board of Directors shall consist of not less than three nor more than nine members who are elected at the annual shareholders' meeting by a plurality of votes cast. The names and address of the persons who are currently serving as directors until their successors are elected and qualified, or until their earlier resignation, removal from office or death, are as follows:

| <u>Name</u>     | <u>Address</u>  |
|-----------------|---|
| RUSSEL HOPKINS  | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| ROBERT JACOBS   | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| ROBERT DRIPPS   | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| GEORGE FELTER   | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| WILLIAM MILLER  | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| ROB FURNISH     | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| DON ROUCH       | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| WILLIAM WALDRON | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |

ARTICLE 7. INCORPORATORS

The names and addresses of the original incorporator of the corporation are as follows:

| <u>NAME</u>          | <u>Address</u>  |
|----------------------|---|
| JAMES F. BRENNAN     | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| ROBERT JACOBS        | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| MARY JO VALES        | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| ALICE KIGHT          | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| CATHERINE T. BRANDON | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| WILLIAM MILLER       | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| ROB FURNISH          | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| DON ROUCH            | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |
| WILLIAM WALDRON      | 27700 Bourbonniere Drive<br>Bonita Springs, Florida 33923 |

ARTICLE 8. PROVISIONS FOR THE REGULATION  
OF THE BUSINESS AND FOR THE CONDUCT  
OF THE AFFAIRS OF THE CORPORATION

8.1 Meetings of Members and Directors. Meeting of the members and directors of the Corporation may be held within the State of Florida at such place or places as may from time to time be designated in the Bylaws or by resolution of the directors.

8.2 Bylaws. The power to amend or repeal the Bylaws or to adopt new Bylaws shall be in the members, but the affirmative vote of the members of two-thirds (2/3) shall be necessary to exercise that power. The Bylaws may contain any provisions for the regulation and management of the Corporation which are consistent with the Acts and these Articles of Incorporation.

8.3 Contracts in Which Directors Have an Interest. No contract or other transaction of the Corporation with any person, firm or corporation or no contract or other transaction in which the Corporation is interested shall be invalidated or affected by (a) the fact that one or more of the directors or officers is a director or officer of another corporation, or (b) the fact that any director, individually or jointly with others, maybe a party to or may be interested in the contract or transaction; and each person who may become a director of the Corporation is hereby relieved from any liability that might otherwise arise by reason of his contracting with the Corporation for the benefit of himself or any firm, or corporation in which he may be interested.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the corporation, executed these Articles of Incorporation and certified to the truth of the fact herein stated this 1st day of Dec., 1994.

IMPERIAL BONITA ESTATES  
COOPERATIVE, INC.

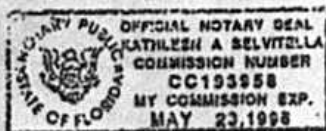
By: James F. Brennan  
JAMES F. BRENNAN, President

By: Mary Jo Vales  
MARY JO VALES, Secretary

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of Dec., 1994, by JAMES F. BRENNAN and MARY JO VALES, as President and Secretary respectively of IMPERIAL BONITA ESTATES COOPERATIVE, INC., on behalf of said corporation and who

acknowledged before me that the execution thereof is their free act and deed. They (notary choose one)  are personally known to me or  have produced \_\_\_\_\_ as identification.



Kathleen A. Selvitella  
Notary Public

Print Name of Notary Public  
and affix seal

My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

I have been designated as Registered Agent in the above Articles. Simultaneously, I hereby accept the appointment as Registered Agent.

William R. Korp  
William R. Korp  
Registered Agent