

March 1, 2006

**BY-LAWS  
OF  
OASIS HOME OWNERS', INC.  
AS AMENDED EFFECTIVE March 1, 2006**

**ARTICLE I**

**OFFICES**

Section 1. The registered office of the Association in the State of Florida shall be located in the County of Pinellas at:

12766 Seminole Boulevard  
Largo, Florida 33778-2256

**ARTICLE II**

**PURPOSE**

The Board of Administration (hereinafter the "Board of Directors" or "Board") shall govern this Association in accordance with these By-Laws and the Florida Cooperative Act for the use and benefit of the Unit owners. The terms "Assessment", "Association", "Board of Administration", "By-Laws", "Common areas", "Common expenses", "Common surplus", "Cooperative", "Cooperative parcel", "Cooperative property", "Unit", and "Unit owner" shall have the meaning defined in Section 719.103, F.S.

**ARTICLE III**

**UNIT OWNERS AND STOCK DISTRIBUTION**

Ownership of Cooperative parcels in OASIS MOBILE HOME PARK, a Cooperative (the "Cooperative property") is limited to owners of mobile homes located upon Units in the Cooperative property. There will be one (1) share for each Cooperative parcel. Any Shares remaining appurtenant to unsold Cooperative parcels shall be held by the Association. Unsold Cooperative parcels may be leased or sold by the Association upon such rental and fees terms and conditions as may be established from time to time by the Directors.

If a Unit owner sells his or her mobile home, the new purchaser must purchase the seller's Cooperative parcel.

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**ARTICLE IV**  
**DIRECTORS**

**Section 1. Function.** all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Association shall be managed under the direction of the Board of Directors.

**Section 2. Qualification.** Directors must be Unit owners of the Association. The purpose of this provision is to assure the availability of Directors to conduct the business of the Association. Only one Unit owner of each Unit in the Park shall hold office at any one time.

**Section 3. Compensation.** The Unit owners, by majority vote, shall determine the rate of compensation, if any, for the Directors and officers.

**Section 4. Duties of Directors.** The Directors shall have a fiduciary relationship to the Association. A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

In performing his duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented,
- (b) counsel, public accountants or other persons as to matters which the Director reasonably believes to be within such person's professional or expert competence, or
- (c) a committee of the Board upon which he does not serve, duly designated in accordance with a provision of the Articles of Incorporation or the By-Laws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

A person who performs his duties in compliance with this section shall have no liability by reason of being or having been a Director of the Association. The Association shall indemnify and hold harmless any Directors from liability for corporate action.



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**Section 5. Presumption of Assent.** A Director of the Association who is present at a meeting of its Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

**Section 6. Number.** This Association shall be managed by a Board of seven (7) Directors. The number of Directors may be increased or decreased from time to time by amendment to these By-Laws, but no decrease shall have the effect of shortening the terms of any incumbent Director. No decrease shall have the effect of reducing the number of Directors to less than five (5).

**Section 7. Election and Term.** At the first annual meeting of Unit owners and at each annual meeting thereafter the Unit owners shall elect Directors to hold office. At the first Unit owners meeting, the first three (3) Directors shall be elected for a term of three (3) years. The next two (2) Directors shall be elected for a term of two (2) years and the last two Directors for a term of one (1) year. Thereafter, at the expiration of each Director's term of office his replacement will be elected at the annual Unit owners' meeting for a term of three (3) years. This staggering of Directors' terms is intended to provide continuity to the management of the Association. No proxy, general or limited, shall be used in the election of Board members. Every election of Board members, whether regular election or election due to vacancy, resignation or removal, shall be by written ballot or voting machine and shall comply with any rules governing election of Directors as set forth by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). Election shall be decided by a plurality of those ballots cast. No quorum shall be required, or minimum number of votes necessary, for election of members of the Board. No Unit owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. The regular election of Directors shall occur on the date of the annual meeting of Unit owners.

**Section 8. Candidates.** Any Unit owner desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election meeting, the Secretary shall mail the second notice of the election meeting, to all Unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ x 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing to be borne by the Association.

**Section 9. Vacancies.** Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of Directors, shall be filled by the remaining Directors, who shall appoint such replacement Director or Directors as are necessary to fill any vacancies. A Director so elected will serve until the next annual meeting at which time a replacement Director shall be elected in the manner provided by these By-Laws who shall serve the remainder of the unexpired term.

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**Section 10. Recall and Removal of Directors.** At a meeting of the Unit owners called expressly for that purpose, any Director or the entire Board of Directors may be removed, with or without cause, by a vote or agreement in writing of a majority of all members then entitled to vote at an election of Directors. A special meeting of the Unit owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit owners giving notice of the meeting as required for a meeting of the Unit owners and stating the purpose of the meeting.

(a) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and each recalled member of the Board of Directors shall turn over to the Board any and all records of the Association in his possession within 72 hours after the meeting.

(b) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall members of the Board, in which case such members shall be recalled effective immediately and shall turn over to the Board, within 72 hours, any and all records of the Association in their possession, or proceed as described in subparagraph (c).

(c) If the Board determines not to certify the written agreement to recall members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division, a petition for binding arbitration pursuant to the procedures of Section 719.1255, F.S. The Unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association.

**Section 11. Quorum and Voting.** A majority of the number of Directors fixed by these By-Laws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 12. Executive and Other Committees.** The Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members, an executive committee and other committees, and each such committee shall serve at the pleasure of the Board with the authority contained in the Florida Statutes. The Board, by resolution, may designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.



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**Section 13. Regular Meetings.** Regular monthly meetings of the Directors, if required, shall be held on the third week of each month. However, nothing shall prevent the President from calling a regular meeting at another time in the month, if it is more convenient to do so. These meetings shall be open to all Unit owners of the Association and notice shall be posted in a conspicuous place on the Cooperative property at least forty-eight (48) continuous hours in advance of the meeting. Each Unit owner attending any meeting of the Board shall have the right to participate in the meeting with reference to designated agenda items only, pursuant to the guidelines of participation established by the Board. Any Unit owner attending said meetings shall have the right to electronically record and/or videotape the meeting. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

**Section 14. Special Meetings.** Special meetings of the Directors may be called by the President or by any two (2) Directors. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. such meetings must be open to all Unit owners with the rights and privileges stated in Section 13 of this Article and notice given as above.

**Section 15. Notice.** Except in case of emergency, written notice of the time and place of meetings of Directors or committees established by the Board at which a quorum is present shall be given to each Director either by personal delivery or by mail, telegram or a conspicuous place on the Cooperative property at least forty-eight (48) continuous hours before the meeting. The business to be transacted at or the purpose of any special meeting of the Directors shall be specified in the notice. Any meeting at which non-emergency special Assessments, or at which amendment to the 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) continuous days prior to the meeting. The Secretary of the Association shall file an affidavit stating that the Association has complied with the notice requirements or place among the official records a certificate of mailing obtained from the United States Postal Service.

(i) Notice of any meeting at which regular Assessments against Unit owners are to be discussed for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

(ii) The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of expenses to the Unit owners who are out of town, at that address, not less than fourteen (14) days prior to the meeting at which the budget will be considered. Otherwise a copy of the budget shall be posted in a conspicuous place on the Cooperative property and written notice of the time and place of the budget meeting shall be delivered to each Unit owner fourteen (14) days prior to such meeting.

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## **ARTICLE V**

### **OFFICERS**

**Section 1. Officers.** The officers of this Association shall consist of a president, vice president, secretary and treasurer, each of whom shall be elected or appointed by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. The Unit owners shall elect the Directors of the Association at the annual meeting of the Unit owners. Each Director shall hold office until his successor shall have been duly elected and shall have qualified or until his resignation, or until he shall have been removed in the manner provided herein. The failure to elect a president, secretary or treasurer shall not affect the existence of this Association. Only one Unit owner from each Unit of the Cooperative property shall hold office at any one time.

#### **Section 2. Duties of Officers.**

The officers of this Association shall have the following duties:

THE PRESIDENT shall be the chief executive officer of the Association, shall have general and active management of the business and affairs of the Association subject to the directions of the Board of Directors, and shall preside at all meetings of the Unit owners and Board of Directors. The President shall be an ex-officio member of all committees.

THE VICE PRESIDENT shall preside in the absence of the President and perform the duties of the President in the event of his absence or disability.

THE SECRETARY shall have custody of, and maintain, all of the Association records except the financial records, shall record the minutes of all meetings of the Unit owners and Board of Directors, send out all notices of meetings, and perform such other duties as may be prescribed by the Board of Directors or the President.

THE TREASURER shall have custody of the Association funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Unit owners and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

**Section 3. Removal.** Any officer or agent elected or appointed by the Directors may be removed whenever in their judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**Section 4. Fiduciary Relationships.** The officers of the Association have a fiduciary relationship to the Association and its Unit owners.



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**ARTICLE VI****CERTIFICATES FOR SHARES**

**Section 1. Issuance.** Every holder of shares in this Association shall be entitled to have a certificate, representing the share to which the Unit owner is entitled.

**Section 2. Form.** Certificates representing shares of the Association shall be signed by the President and Secretary or by such other officers authorized by the Directors under the laws of the State of Florida and may be sealed with the seal of the Association or a facsimile thereof. All certificates shall be numbered according to the Unit that they represent. All certificates representing shares shall state upon the face thereof: the name of the Association; that the Association is organized under the laws of the State; the name of the person or persons to whom issued; the par value of each share represented by such certificate or a statement that share is without par value.

**Section 3. Lost, Stolen or Destroyed Certificates.** The Association shall issue a new stock certificate in place of any certificate previously issued if the holder of record of the certificate (a) makes proof in affidavit form that it has been lost, destroyed or wrongfully taken; (b) requests the issue of a new certificate before the Association has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) gives bond in such form as the Association may direct, to indemnify the Association, the transfer agent, and registrar against any claim that may be made on account of the alleged loss, destruction, or theft of a certificate; and (d) satisfies any other reasonable requirements imposed by the Association.

**Section 4. Transfer of Shares.** Upon surrender to the Association of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Association to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the transfer book of the Association which shall be kept at its principal office. All such transfers are subject to the condition that only owners of mobile homes located upon Units within the Cooperative property are eligible to be Unit owners in this Association. This restriction on ownership must appear on the face of all stock certificates.

The Association shall be entitled to treat the holder of record of any share as the holder in fact thereof, and accordingly, will not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of this State.

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**Section 5. Transfer fees.** The assignment, sale, mortgage, lease, sublease or other transfer of a unit is subject to approval by the Association pursuant to these By-laws and the master occupancy agreement. The Association may impose a fee in connection with the approval of the assignment, sale, mortgage, lease or sublease of Units that shall not exceed fifty (\$50.00) dollars per applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. The Board of Directors shall have the authority to require a security deposit from sublessees (renters) 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 tenant vacates the premises, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this paragraph shall be handled as disputes concerning security deposits under Section 83.49, Florida Statutes.

## **ARTICLE VII**

### **MEETINGS OF UNIT OWNERS**

**Section 1. Annual Meeting.** The annual meeting of the Unit owners of this Association shall be held the third week of February each year. The annual meeting of the Unit owners for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of the Unit owners. Business transacted at the annual meeting shall include the election of Directors of the Association. Unit owners shall have the right to participate at the annual meeting with reference to all designated agenda items subject to participation guidelines established by the Board which shall govern frequency, duration and manner of participation. Any Unit owner may electronically record and/or videotape the annual meeting subject to the guidelines established by the Board.

**Section 2. Special Meetings.** Special meetings of the Unit owners shall be held when directed by the President, the Board of Directors, or when requested in writing by the holders of not less than ten (10) percent of all the shares entitled to vote at the meeting. A meeting requested by Unit owners shall be called for a date not less than fourteen (14) nor more than sixty (60) days after the request is made, unless the Unit owners requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or Unit owners requesting the meeting shall designate another person to do so. Unit owners shall have the same rights of participation as those stated in Section 1 of this Article.

**Section 3. Place.** Meetings of Unit owners shall be held upon the Cooperative property. If no designation is made, the place of the meeting shall be the registered office of the Association.



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**Section 4. Notice.** Not less than sixty (60) days before a scheduled meeting, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit owner entitled to vote, a first notice stating the place, day and hour of the meeting, the purposes for which the meeting is called. Not less than thirty (30) days before the meeting, Unit owners entitled to vote therein, including, but not limited to, the ballot which shall list all candidates. Such notices shall be deemed to be delivered when deposited in the United States mail addressed to the Unit owner at his address as it appears on the stock transfer books of the Association, with postage thereon prepaid, except that notices sent to Unit owners known to be part-time residents of the Cooperative property shall keep their other residence address on file with the Association Secretary and when they are not at their Cooperative property address their notices shall be sent to their other official address. A Unit owner may waive in writing his right to receive mail delivery of his notice to meetings. This written waiver must be kept on file by the Secretary of the Association. Notice of all Unit owner meetings must be posted in a conspicuous place on the Cooperative property at least fourteen (14) continuous days prior to all such meetings. The Secretary of the Association shall provide an affidavit of compliance with the notice requirements, and said affidavit shall be made a part of the official records of the Association, or the Secretary may place among the official records a certificate of mailing provided by the United States Postal Service.

**Section 5. Notice of Adjourned Meetings.** When a meeting is adjourned to another place or time, it shall not be necessary to give any notice of the adjourned meeting if the place and time to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting except that no quorum requirements shall be required for the election of Directors, and the business of election of Directors shall not be adjourned so long as at least one (1) ballot is properly cast. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each Unit owner of record on the new record date entitled to vote at such meeting.

**Section 6. Closing of Transfer Books and Fixing Record Date.** For the purpose of determining Unit owners entitled to notice of or to vote at any meeting of Unit owners of any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of Unit owners for any other purpose, the Board of Directors shall provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the stock transfer books shall be closed for the purpose of determining Unit owners entitled to notice of or to vote at a meeting of Unit owners such books shall be closed for at least fifteen (15) days immediately preceding such meeting.

When a determination of Unit owners entitled to vote at any meeting of Unit owners has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

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**Section 7. Voting Record.** The officers or agent having charge of the stock transfer books for shares of the Association shall make, at least ten (10) days before each meeting of the Unit owners, a complete list of the Unit owners entitled to vote at such meetings or any adjournment thereof. Each Unit owner is entitled to one (1) vote. The list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Association and any Unit owner shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Unit owner at any time during the meeting.

If the requirements of this section have not been substantially complied with, the meeting, on demand of any Unit owner in person or by proxy, shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

**Section 8. Unit Owners Quorum and Voting.** A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Unit owners.

If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote shall be the act of the Unit owners unless otherwise provided by law, the By-laws, or the Cooperative proprietary lease.

After a quorum has been established at a Unit owners' meeting, the subsequent withdrawal of Unit owners, so as to reduce the number of Unit owners entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**Section 9. Voting of Shares.** Each Unit owner entitled to vote in accordance with the terms and provisions of the Articles of Incorporation and these By-laws, shall be entitled to one (1) vote for each share of stock owned by such Unit owner. No Unit owner shall be entitled to vote if he is more than thirty (30) days delinquent in the payment of any Assessments.



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**Section 10. Proxies.** Every Unit owner entitled to vote at a meeting of Unit owners or to express consent or dissent without a meeting, or a Unit owner's duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy, but no one shall be authorized to hold more than five (5) proxies. Every proxy must be signed by the Unit owner or his attorney-in-fact. Every proxy shall be effective only for the specific meeting for which it has been given and any lawfully adjourned meetings thereof, except that in no event will a proxy be valid for more than ninety (90) days from the date it was executed. Additionally, every proxy shall be revocable at the pleasure of the Unit owner executing it. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 719.106(j) (2), F.S. and for votes taken to amend the Articles of Incorporation or by-laws and for voting for non-substantive changes to items for which a limited proxy is required and given and for any other matter for which a vote of the Unit owners is required. No proxy of any kind or description may be used for the election of members of the Board, whether at the annual meeting or a special meeting for the purpose of electing Directors by reason of vacancy, removal or resignation. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this Section, Unit owners may vote in person at Unit owner meetings.

**Section 11. Action by Unit owners Without a Meeting.** Any action required by law, these By-laws or the Articles of Incorporation of this Association to be taken at any annual or special meeting of Unit owners of the Association, or any action which may be taken at any annual or special meeting of such Unit owners, may be taken without a meeting, without prior notice and without a vote, if consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action.

#### ARTICLE VIII

#### **BOOKS AND RECORDS**

This Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Unit owners, Directors and committees of Directors upon the terms and conditions provided by law, and shall be available for inspection by Unit owners, or their authorized representatives, and Board members at a reasonable time. The Association shall retain these minutes and records for a period of not less than seven (7) years.

All persons who control or disburse funds of the Association shall be bonded in the principal sum of not less than (one hundred and fifty thousand dollars) \$150,000.00 for each such person. The Association shall bear the cost of bonding, unless otherwise provided by contract between the Association and an independent management company. If the Association has retained an independent management company licensed pursuant to Chapter 46B, F.S., said management company must provide evidence of compliance with this Section unless the duties do not include the controlling or disbursing of funds.

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**ARTICLE IX**

**FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of April in each year.

**ARTICLE X**

**CORPORATE SEAL**

The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, state of incorporation, year of incorporation and the words "corporate seal."

**ARTICLE XI**

**RULES AND REGULATIONS**

Rules and Regulations, as established by the Board of Directors and approved by the Unit owners, are hereby made a part of these By-laws, and shall bind all Unit owners and tenants until such time as they are amended. New rules and regulations may be approved by the vote of a majority of those present and entitled to vote at any meeting at which there is a quorum.

**ARTICLE XII**

**AMENDMENT**

These By-laws may be repealed or amended, and new By-laws adopted by a two-thirds (2/3) vote of the Unit owners at an annual meeting or a special meeting called for that purpose. Text of the proposed change shall be posted in a conspicuous place on the Cooperative property at least four (4) weeks prior to the called meeting. No By-law shall be revised or amended by reference to the title or the number alone. Any amendments to the By-Laws must also comply with Article VII Section 10.

Proposals to amend existing By-laws must contain the full text of the By-laws to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that the above procedure would hinder understanding of the proposal, it is not necessary to use the above procedure. Instead, the following notation must appear immediately preceding the proposed:

"Substantial rewording of By-law. See By-law (insert appropriate article and section number) for present text."



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**ARTICLE XIII****BUDGET**

A proposed annual budget of common expenses shall be prepared by the Board of Directors and copies sent to the unit owners at least fourteen (14) days prior to the meeting at which the budget will be considered.

The budget shall show the amounts budgeted by accounts and expense classifications, including but not limited to reserve accounts for capital expenditures, deferred maintenance, roof replacement, building painting, pavement resurfacing, administration of the cooperative, management fees, maintenance, taxes, insurance, security provisions, other expenses, operating capital, fees payable to the Division.

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), F.S. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any extensions of the useful life of a reserve item caused by deferred maintenance. The foregoing shall not apply to any budget in which the Unit owners of the Association have, by vote of the majority of Unit owners present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by the foregoing Section. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less than adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect. 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 meeting of the Unit owners.

The budget shall be adopted at a meeting of the Directors of the Association. The board of Directors may, in any event, propose a budget to the Unit owners at a meeting of Unit owners or by writing, and if the budget or proposed budget is approved by the Unit owners at the meeting or by a majority of all Unit owners in writing, the budget shall be adopted. If a meeting of the Unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

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If the budget adopted by the Board requires Assessment against the Unit owners in any fiscal or calendar year exceeding 115 percent (115%) of such Assessments for the preceding year, a special meeting of the Unit owners shall be held upon written application of 10% of the Unit owners. Not less than ten (10) days' written notice shall be given to each Unit owner, but the meeting shall be held within thirty (30) days of delivery of such application to the Board. At the special meeting, Unit owners may consider and enact a revision of the budget or recall any or all members of the Board and elect their successors.

In determining whether Assessments exceed 115 percent (115%) of similar Assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of Cooperative property, anticipated expenses by the Association 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 computation.

Within sixty (60) days following the end of the fiscal year the Board shall mail or furnish by personal delivery to each Unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications including, but not limited to: costs of security, professional and management fees and expenses, taxes, costs for recreational facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administrative and salary expenses, general reserves, maintenance reserves, and depreciation reserves.

#### **ARTICLE XIV**

##### **COSTS OF ASSESSMENTS**

**Section 1. Costs.** All costs of operating, debt retirement, interests, other expenses and a reserve fund shall be shared according to the Schedule of Common Assessments established by the Board of Directors. The Schedule of Common Assessments shall not be changed except by the written consent of those Unit owners affected.

**Section 2. Assessments.** All Assessments shall be made monthly in amounts sufficient to provide funds in advance for payment of all anticipated current operating expense and for all unpaid operating expense previously incurred and collected monthly and shall specify what portion is to cover debt retirement and what portion is to cover maintenance and other costs.

**Section 3. Contingency Fund.** Sufficient funds shall be retained from the monthly payments to set up and maintain a contingency fund, to be used for other than daily expenses.

**Section 4. Late Fees.** The Board may establish and enforce the payment of late fees for Assessments not paid within five (5) calendar days from their due date. Any unpaid late fees or assessments are subject to further late charges for each unpaid month.



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**Section 5.** If any Assessment or fee is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors, the Assessment shall bear interest from the date due at the rate of ten (10%) per cent per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Unit owner in a matter as a foreclosure of a mortgage on real property, or a suit on the personal obligation against the owner, and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action including reasonable attorney's fee, and in the event that a judgment is obtained, such judgment shall include interest on the Assessment or fee as provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

#### ARTICLE XV

#### **ARBITRATION**

Internal disputes among Unit owners, Associations and their agents and assigns may be subject to voluntary binding arbitration to accordance with Section 719.1255, Florida Statutes, as the same may be amended from time to time.

OASIS HOME OWNERS, INC.

Attest:

By:  
Secretary

Approved and adopted on: November 30, 1987

Revised and adopted on: March 1, 2006