

**BY-LAWS
FLORIDA SKP CO-OP, INC.**

**As Amended at the Annual Membership Meeting
February 16, 2009**

Article I - NAME, STATUS, PURPOSE

Section 1: NAME

The Corporation shall be known as the Florida SKP Co-op, Inc. and shall be referred to herein as the Florida Co-op.

Section 2: ORGANIZATIONAL STATUS

The Florida Co-op is a not-for-profit corporation organized under the laws of the State of Florida.

Section 3: PURPOSE

The Florida Co-op is organized for pleasure, recreation, and other related not for profit purposes, and no part of its net earnings shall inure to the benefit of any private shareholder or member. The Florida Co-op is prohibited from engaging in any activity or paying any of its earnings to any shareholder or member which would deprive the corporation of its status as an exempt organization pursuant to Section 501(c) of the Internal Revenue Code of 1986.

Section 4: RESORT

The property owned by the Florida Co-op, located East of Zolfo Springs on State Road 64 in Hardee County shall be known as the Florida SKP Resort and shall be referred to herein as the Resort.

Article II - MEMBERSHIP

Section 1: MEMBER AND MEMBERSHIP DEFINITION

The term "Member" as used herein is defined as one adult or two adults or married couple, living or traveling together in one RV on a continuing basis, who have entered into a membership agreement for one site, in the Resort, with the Florida Co-op.

Section 2: MEETINGS

- A. There shall be an annual meeting of the membership of the Florida SKP Co-op, Inc.
- B. Such annual Co-op meeting shall be held on the first Monday following the fifteenth of February for that calendar year.
- C. Due to unforeseen circumstances, meetings as outlined in "B" above may be re-scheduled by the Board upon prior notice to all members.
- D. Twenty (20) memberships may file a petition with the board of directors to call for a special membership meeting.
 1. Such meeting may be called to amend the by-laws and/or standing rules or to remove a director(s) from the board. No such meeting shall be scheduled between April 30 and November 1.
 2. A petition shall contain the proposed amendment or other action in writing together with the list of valid member signatures.
 3. Upon receiving a valid petition for a special membership meeting, the board of directors shall call for and schedule a special meeting of the membership within ten (10) business days in accordance with the prior notice provision.
 4. The subject of a petition for a special membership meeting may be filed once between annual meetings of the membership.
- E. All meetings shall be conducted in accordance with ROBERTS RULES OF ORDER, Jove Edition September 1977, or any more current edition. Conflicts will be resolved in favor of the most current edition unless conflicting with the Articles of Incorporation or By-Laws of the Florida Co-op or the National SKP Club, or Florida statutes.
- F.
 1. A quorum shall be present to do business. A quorum shall be defined as a majority of the entire membership.
 2. A quorum shall be determined in one of the following ways:
 - a. A majority is present.
 - b. A majority composed of the members present plus valid proxies.
 - c. If prior notice is given of a special meeting to act on a proposal, then, members present, plus valid proxies and absentee ballots, shall be counted to determine a quorum. The method of

determining a quorum in this sub-paragraph also applies when a two-thirds (2/3) vote of the entire membership is required by these By-Laws.

- G. The Board of Directors may call a special membership meeting with prior notice at its discretion.
- H. In cases when the lot exchange occurs during the 35 day period between the mail out and vote, if a membership is relinquished and the membership turns in an un-cast ballot then the total membership count should be reduced by (1) for the purpose of the vote ... however, if the lot exchange is completed before the vote, the new member upon completion of a signed waiver of 35 day notice of the vote, then the new member shall receive the ballot and exercise the right to vote.

Section 3: MEMBERSHIP REQUIREMENTS

- A. A prerequisite for membership in the Florida SKP Co-op shall be a valid membership in Escapees, Inc. When two individuals desire to share a membership in the Co-op, both individuals shall satisfy the prerequisite.
- B. Member must agree to enter into membership agreement for a permanent site, which membership shall not be a part of the members estate.
- C. To retain his/her or their membership, member must abide by the By-Laws and Standing Rules of the Florida Co-op.
- D. A certificate of membership issued to one individual, may be re-issued at a later date to add a second individual, adhering to the requirements of Section 1 of this Article. No charge shall be levied.

Section 4: MEMBER RESPONSIBILITIES

- A. Members shall not attempt to impose personal preferences on other members or management.
- B. Member shall maintain assigned site in such a manner that it will be a source of pride to the Florida Co-op, as defined in the Standing Rules.
- C. Member shall share knowledge, labor and time towards the betterment of the Florida Co-op and shall serve on committees and Board of Directors as needed.

- D. Member is responsible for the actions of, and for any damages done by, persons living in his/her or their RV.
- E. Member is responsible for the actions of his/her or their guest, and financially responsible for any damages or bills owed to the Florida Co-op.
- F. Member is responsible for the actions of and any damages caused by his/her or their pets, and shall agree to abide by the Standing Rules in regard to the control and care of their pets.
- G. Member is responsible for prompt payment of utility billings and maintenance fees when due.
- H. Member is responsible for prompt payment of fees and fines levied by the Board of Directors and assessments approved by the membership of the Florida Co-op.
- I. In instances where a member is delinquent (past 30 days) in payment of maintenance fees, fines, utilities &/or taxes, he/she will be charged an additional 1½% per month. Not to exceed 18% annually. To the extent interchange hereunder exceeds the legal permitted interest rate, the interchange hereunder shall be reduced to the legal rate.

Section 5: RIGHTS AND PRIVILEGES

- A. Members have the right to request amendments or changes to the By-laws, or Standing Rules and to vote on amendments or changes.
- B. A member has the right to hold any office, to attend general membership meetings and to attend Board of Directors meetings.
- C. No member shall have the right to sell, give, will, or in any manner transfer his membership interest to any other person or persons other than the Florida Co-op.
- D. No member has the right to pledge his membership interest as security for a loan, debt, or obligation.
- E. A member has the right to vote as provided in the By-Laws.
- F. A member has the right to have a hearing before the Board of Directors if fees or fines are disputed.
- G. As a last resort, if a member or the board can not come to a

resolution of a dispute; they may consider outside arbitration in accordance with Florida Statutes.

Article III - ASSESSMENTS, FEES AND FINES

Section 1: DEFINITION OF TERMS

- A. An "Assessment" as used herein means: Any payment that is equally shared by all members and is determined to be for the specific benefit of the Florida Co-op. Such assessments shall be considered as additional investments.
- B. A "Fee" as used herein means: An amount levied against all members by the Board of Directors and shall apply to all members. A fee is not to be considered any part of a member investment.
- C. A "Fine" as used herein means: An amount levied to a member for a violation of the Standing Rules or failure to make timely payments of assessments, fees or any other payments due to the Florida Co-op.
- D. A "member not in good standing" means that the member is delinquent in payment of any fees, fines or assessments or in habitual violation of the Standing Rules or By-Laws.

Section 2: METHOD OF IMPOSITION

- A. Assessments shall be equally divided among all members, and shall require an affirmative 2/3 majority vote of the entire membership after proper notification.
- B. Fees shall be established by the Board of Directors.
- C. Fines shall be imposed by the Board of Directors.
- D. The Board of Directors shall not have the power or authority to pledge the good faith and credit of the co-op without an affirmative 2/3 vote of the entire membership.
- E. The moneys held in the reserve fund can only be used for its intended purpose, i.e. a reserve to repair/replace existing facilities. This fund cannot be used for capital improvements or expansion of our resort or it's facilities. Likewise, moneys in the contingency fund can only be used for it's intended purpose, i.e. financing critical or emergency actions the board must take for the operation of our resort for which no reserve funds are available. This fund can not be used for capital improvements or expansion

of our resort or its facilities. Also, moneys obtained by fees (annual dues) can only be used for current operating expenses and cannot be used for capital improvements or expansion of our resort or its facilities.

- F. The Annual Budget shall be prepared by the Finance Committee and submitted to the Board of Directors for their approval no later than December 1 of each year.

The schedule of payment of the resulting membership dues or fee shall be determined by the Board of Directors. Such schedule of equal payments to be not less frequently than quarterly.

- G. At the conclusion of the fiscal year any surplus funds from the operation of the Co-op shall be applied as a credit, pro-rated to the following fiscal year's maintenance fee (membership dues).

Article IV - MEMBERSHIP TERMINATION

Section 1: CAUSES

- A. Any member may withdraw from membership voluntarily.
- B. The death of a single member, or the death of the survivor of a member as named on the membership certificate.
- C. Any member whose behavior is detrimental to the reputation of the Florida Co-op.
- D. Any member who continues to ignore the Standing Rules.
- E. Any member who becomes a disruptive influence in the operations of the Florida Co-op.
- F. Any member who fails to comply with membership requirements as set forth in Article II, section 3A, or any member who fails to pay assessment fees or fines.
- G. An individual may be removed as a member from a membership certificate upon receipt of documentation. Such documentation is defined in Article IV, Section 3, D.
- H. Member shall have the right to have a hearing before the Board prior to a termination of membership. If such termination cannot be resolved to the member's satisfaction, then he/she shall have the right to a hearing before the Co-op membership.

Section 2: PROCEDURE FOR INVOLUNTARY TERMINATION

A. Members must be notified in writing by the Board of Directors:

1. Stating the nature of the infraction.
2. Stating the actions which the member is entitled to take.
3. Stating a date not less than ten (10) days from the date of the notification by which the member must respond.
4. This notification must state that failure to respond will result in termination.
5. This notification must be delivered to the member by two Board Members or by Certified, Return Receipt mail.

B. The member may request a hearing before the Grievance committee, but is not required to do so. Such request must be made in writing within (10) days after the notification has been received by the member.

C. If the Grievance Committee, working with all parties cannot resolve the problem within 10 days of the request for hearing then (except for a grievance between the Board of Directors and a member):

1. The member may request a hearing before the Board of Directors.
2. The request for a meeting with the Board must be made in writing.
3. This request must be made within ten (10) days from the date of completion of the hearing with the Grievance Committee.

D. If the member is not satisfied with the decision of the Board, or if the grievance is between the Board of Directors and a member, the member may request in writing a hearing before a properly called meeting of the entire membership. Such request must be made within ten (10) days after the meeting with the Board. A 2/3 vote of the entire Membership is required to approve the termination.

E. When a final decision to terminate has been made pursuant to this procedure, the Board shall order the termination, and notify the member of the specific date of termination.

Section 3: COMPENSATION

A. Upon termination of membership whether voluntary or mandatory, the property held by such member under a membership agreement shall revert to the Florida Co-op.

Upon the release, assignment, and receipt of payment for said membership, the Florida Co-op shall compensate the terminated member, or his/her estate in the case of death as set forth in Article IV, Section 1. B., up to, but not to exceed, the total value of his/her original investment, assessments and improvements, less depreciation where applicable, in accordance with the rules of appraisal contained in the Standing Rules.

1. In the event of the member or members' death, refer to the P.O.D. (Pay on Death) document in the members' file. If there is no P.O.D., the estate of said member or members shall be compensated.

- B. Any assessments, fees, fines, or any other money due to the Florida Co-op for damages to Florida Co-op property or site of another member, or any obligation of a guest of the terminating member, shall be deducted from the amount due to the terminated member.
- C. Compensation due because of termination shall be paid within ten (10) business days after membership re-assignment and payment in full by the new holders of the membership and funds have been credited to the Co-op account.
- D. Compensation will be paid by check, payable to both members, e.g., John Doe and Mary Doe, unless the membership is for a single individual. In the event of a divorce, the check will still be made payable to both individuals, as above, unless one of the individuals has furnished a document signed and notarized by an authorized officer of a court of law authorizing payment to that individual. Document must contain the name of the court, date of decision, time and place of recording the settlement.

Article V - FLORIDA CO-OP GOVERNMENT

Section 1: BOARD OF DIRECTORS

- A. 1. The size of the Board of Directors shall be seven (7).
2. All terms of members of the Board of Directors shall be for two years: four (4) shall be elected in even numbered years and three (3) in odd numbered years.
- B. The number of members to serve on the Board of Directors

shall be determined by the membership.

- C. Directors do not need to be residents of the State of Florida but do need to be members in good standing of the Florida SKP Co-op.
- D. A Director may be removed from the Board by a majority vote of the entire membership.
- E. A Director may resign from his or her office.
- F. Vacancies may be filled by a majority vote of the Board to serve until the next election of the board of directors. The member elected at the annual meeting will serve the remainder of the unexpired term.
- G. Board of directors shall serve without compensation.
- H. Membership of the Board of Directors shall be limited to one (1) person per membership.
- I. Directors may not serve more than two (2) consecutive terms. Members appointed to fill unexpired vacancies shall be considered to have served a full term if the time of service is greater than one (1) year.

Section 2: DUTIES AND RESPONSIBILITIES

- A. The Board of Directors shall manage the business affairs of the Florida Co-op. To insure continuity in Co-op affairs, all legal business or conferences and/or negotiations with the various governments, and all financial transactions and/or negotiations involving more than the amount specified in the Standing Rules shall be conducted with more than one director present.
- B. Each Director shall have one vote on any question of operation, management, improvements, purchases, legal, financial, or governmental matters.
- C. The Board of Directors shall elect the officers of the Board after each meeting of the membership where Directors are elected.
- D. The Board of Directors shall appoint or hire, at the Board's discretion, park attendants and other staff as required for the operations of the Resort.
 - 1. The park attendants shall receive their instructions from and shall report only to one director for the

- operation of the Resort.
2. The park attendants of the Resort shall not serve on the Board of Directors.
- E. The Board of Directors shall appoint members to the standing committees per Article VII and may appoint special committees as deemed necessary.
- F. The Board of Directors shall adopt a certificate of membership to be presented to each member who has a fully paid membership interest in the Florida Co-op. This certificate must be surrendered upon termination.
- G. The Board shall monitor the total occupancy of the sites and its effect on the use of the amenities of the Resort including water, sewage, clubhouse, swimming pool, laundry, and bath-houses. If usage presents a problem, the Board shall propose to the membership an amendment to the By-Laws to limit occupancy.
- H. The Florida Co-op records will be maintained in the Resort office and be made available to any member by appointment during the normal business hours,
- I. In order to administer the affairs of the Co-op in an effective and legal manner during the summer months, usually from April 30 through November 1, the board may appoint an executive committee composed of not less than three members of the board. An executive committee shall have the power to administer only the routine affairs of the Co-op in accordance with the standing rules and board administrative actions.

An executive committee may temporarily suspend the standing rules only when there is a clear and present emergency which threatens the Co-op and whose resolution cannot wait for a meeting of the full board or the membership. An executive committee shall inform the full board by mail of its actions as they occur. All business transacted by an executive committee shall be reported to the board at its next meeting.

Section 3: NOMINATIONS AND ELECTIONS

- A. The Board of Directors shall appoint a nominating committee (for the Board of Directors) of not less than three (3) members. If the required mail out response is not sufficient to provide a reasonable choice of candidates, the

committee should make every effort to provide a sufficient number of candidates that the membership may be afforded a choice. Members of this nominating committee shall also serve as the Elections Committee. A candidate for any office may not serve on the nominating committee.

- B. No nominations shall be made without written acceptance of a nominee showing a willingness to serve. If elected the newly elected board member will be expected to attend Board of Director meetings between November 1 and April 30.
- C. Any member may nominate another member prior to the annual membership meeting. Such nominations shall be made in writing and mailed together with written letter of acceptance by the nominee to the secretary of the Board of Directors, to be received no later than 60 days prior to the annual election.
- D. Nominations may be made from the floor at the annual membership meeting. Verbal acceptance will be required when nominations are made from the floor.
- E. Any member may vote by absentee ballot if such request is made. Proper forms may be obtained from the Secretary of the Board of Directors upon request.
- F. Voting may be by written ballot and the results determined by the majority vote of the members voting.
- G.
 - 1. At the Co-op annual meeting, each membership casts a single ballot for the election of candidates to fill available seats on the board of directors. Candidates receiving the highest number of votes, in declining order, shall be elected to fill available two (2) year terms.
 - 2. After the two (2) year terms are filled, and if there are mid-term vacancies, candidates receiving, in declining order, the next highest number of votes shall be elected to one (1) year terms.

Section 4: MEETINGS

- A. Regular Meetings
 - 1. The Board of Directors shall meet within 24 hours after the end of the annual election meeting for the purpose of electing officers.
 - 2. The Board of Directors shall meet two (2) or more times each year.
 - a. Dates are at the discretion of the Board.

b. The Board shall hold executive sessions only for the purpose of electing officers of the board per Article V, Section 4, paragraph A1.

c. The Board shall not take action on any business while in executive session except as defined in Paragraph 2. b. above.

B. Special meetings

1. A special meeting of the Board may be called by any member of the Board and approved by any two or more other directors.

2. The time and place of a special meeting shall be determined by the board.

C. Notification of meetings

1. Special meetings shall require that prior written notice be given to each director as to the time and place of each board meeting. Such notice shall be given by personal delivery, first-class mail or telegram, Such notice shall also state the purpose of the meeting.

2. In the case of special meetings held at the Co-op, notice shall be posted publicly at least two (2) days prior to the scheduled meeting.

3. Notice of a called meeting need not be given to any director who signs a waiver of prior notice, either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the time and place of the meeting, or the manner in which it has been called, except when a director states any such objections at the start of a meeting.

D. A majority of the Board of Directors shall constitute a quorum at any meeting of the Board, and shall continue through until adjournment.

E. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the board to another time and place. Notice of the time and place scheduled for any such meeting shall be given to any directors who were not present at the time of adjournment.

Section 5: ELECTION OF OFFICERS

A. The Board of Directors shall elect: President, Vice-President, Secretary, Treasurer, Assistant Treasurer and

any other officer the Board may decide. Elected Board members will be expected to serve as officers to the Board as needed. No Board member shall be required to hold more than one officer position.

- B. An Officer may resign or be dismissed by majority vote of the Board of Directors.
- C. Any vacancy of an office will be filled by the Board of Directors for the remainder of that term of office.
- D. All officers of the Co-op shall be members of the Board of Directors.

Section 6: DUTIES OF OFFICERS AND/OR BOARD MEMBERS

- A. PRESIDENT -- Preside at all meetings of the Florida Co-op, assign duties, co-ordinate and represent the Florida Co-op with the S.K.P. National Organization as is required.
- B. VICE-PRESIDENT -- Preside at meetings of the Florida Co-op in the absence of the President.
- C. SECRETARY -- Take minutes of all meetings, keep record of all meetings in corporate minute book, file State and Federal reports as required, distribute copies of minutes to Board members, issue Certificates of Membership to fully paid members, do all general secretarial duties of the Board of Directors and shall be the official custodian of the Corporate Records and Seal.
- D. TREASURER --
 1. Receive and hold all monies of the corporation.
 2. Maintain financial records in accordance with generally accepted accounting practice.
 3. Provide a copy of the closing financial statement for the previous fiscal year at the annual meeting, and provide other financial statements as requested by the Board.
 4. Conduct the office of the Treasurer in accordance with procedures set forth by the Board.
- E. ASSISTANT TREASURER - Assist in the bookkeeping and record keeping, learning all aspects of the position of Treasurer and perform the duties of Treasurer on the occasion of the Treasurer's inability to serve.
- F. BOARD MEMBERS AT LARGE--Assist where needed.

G. DUTY OF ALL OUTGOING BOARD MEMBERS AND/OR OFFICERS

1. The duty of all outgoing Board members shall be to act as consultants to their replacements for not more than a 30 day period (or less if deemed appropriate by the newly elected member to that board position). During such period the outgoing board member shall no longer have a vote or input to the then active board of directors.
2. The outgoing Secretary shall be responsible for "Minutes" of the annual meeting at which he/she last sits as active holder of that position. Incoming Secretary shall assist with the help of the secretarial pool.

Article VI: INDEMNIFICATIONS

- A. Each director, officer, park attendant serving as such, shall be indemnified by the Florida Co-op against any and all claims and liabilities to which he/she shall become subject by reason of serving or having served as a director, officer, park attendant, or by reason of any action alleged to have been taken, omitted or neglected by him/her as a director, officer, park attendant. The Florida Co-op shall reimburse each such director, officer, park attendant for all legal expenses reasonably incurred by him/her in connection with such claim or liability, provided, however, that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of his/her willful misconduct or gross negligence.
- B. The rights of indemnification herein provided for shall not be exclusive of any rights to which a director, officer, park attendant may be otherwise entitled by law.

Article VII - COMMITTEES AND ORGANIZATIONS

Section 1: Standing Committees and Duties

A. Grievance

Purpose: Arbitrate disputes that may arise between members of the Co-op or between members and the Co-op.

B. Zoning

Purpose: Set guidelines, give directions on construction and improvements of sites, issue Co-op permits

and obtain county permits where necessary.

C. Landscaping

Purpose: Regulate and maintain flora and fauna of the park.

D. Appraisal

Purpose: Determine the appraised value of member's site.

E. Standing Rules

Purpose: Propose operational procedures for Resort management.

F. By-Laws

Purpose: Propose amendments to the By-Laws.

G. Waiting List

Purpose: To maintain the waiting list, Co-op member site exchange and transfer of membership.

Section 2: Auxiliary Organizations

- A. The Board of Directors may establish auxiliary organizations for such purposes as the promotion of hobby interests, social and recreational life, and fund raising.
- B. Auxiliary organizations operate under the jurisdiction of the Co-op Board of Directors. The pursuit of the purpose of an auxiliary organization shall not obligate the Co-op in any way.
- C. Governing documents of auxiliary organizations shall be consistent with the Co-op bylaws and standing rules.

Article VIII: AMENDMENTS

Section 1: GENERAL

- A. Amendments and/or additions to these by-laws may be made in accordance with the "Articles of Incorporation" of the Florida SKP Co-op, Inc.
- B. Amendments to these by-laws shall require prior notice. Prior notice shall be construed to mean at least 35 days. The Board shall obtain a proof of the mailing date such as a post-mark.

- C. 1. Twenty (20) members may file a petition with the Board of Directors to place a proposed amendment(s) to the By-laws on the Agenda (or Orders of the Day) for the Annual Membership Meeting. The petitioners shall submit the petition to the Board at least 60 days prior to the Annual Meeting.
- 2. A petition shall contain the proposed amendment(s) in writing together with the list of valid member signatures.

Section 2: STANDING RULES

- A. An amendment to the Standing Rules requires a majority vote of the entire membership with the following exception: an amendment to the Standing Rules regarding the site plan shall require an affirmative two-thirds (2/3) vote of the entire membership.
- B. Standing rules may be adopted or amended and implemented by the Board of Directors only when there is a clear and present emergency which threatens the Co-op whose resolution cannot wait for a meeting of the membership. Any such action by the board must be ratified by the required vote at the next membership meeting.
- C. The rules of any Standing Committee become part of the Standing Rules after ratification by the membership.
- D. The Board shall insure that the membership receives written notification of all amendments to the Standing Rules within thirty (30) days of such amendments.

Section 3: BY-LAWS

All amendments to the original By-Laws supersede any and all other provisions which remain in the original By-Laws which may conflict with these amendments.

Article IX DISSOLUTION

Section 1: IMPLEMENTATION

The dissolution of the Florida Co-op shall be implemented in accordance with state corporation law governing not for profit corporations and shall include but not be limited to the following.

- 1. All liabilities and obligations of the Florida Co-op

shall be paid and discharged or adequate provision made to do so.

2. Members will be compensated for the improvements which have been made to their assigned site based on the amount expended for such improvements as recorded in the site record files. The actual compensation will be the recorded cost of the most recent member assigned to that site and adjusted as determined by an appraisal committee appointed for that purpose.
3. Refundable membership fees and/or any unused portion of annual fees shall be distributed to the members.
4. Any remaining assets will be distributed to the members of record at that time. The Florida Co-op will submit reports to the U.S. Department of Internal Revenue and State of Florida as required.