

## **AMENDED AND RESTATED BYLAWS OF KING'S GATE CLUB, INC.**

Pursuant to the terms of Bylaw 25 of the Bylaws of King's Gate Club, Inc., as approved by the membership on April 16, 2020, the following Bylaws were adopted by a resolution approved by an affirmative vote of two-thirds (66.67%) of the membership, as the Amended and Restated Bylaws of King's Gate Club, Inc. The previous Bylaws are amended and restated in their entirety, to read as follows:

### **BYLAWS OF KINGS GATE CLUB, INC. Revised 3/01/2024**

#### **Vision Statement:**

**King's Gate Club, Inc.** is a Cooperative adult community of people desirous of living in harmony with their neighbors. They must govern themselves under the scope of the golden rule and act responsibly within the Bylaws and Rules & Regulations. The purpose of these Bylaws and the Club Rules & Regulations is to promote the comfort, welfare, and safety of all our Residents and guests and to maintain the appearance, property values and reputation of KGC. Furthermore, KGC is a Club promoting an environment safe from discrimination, harassment or intimidation of a Resident or guest because of that person's race, color, national origin, sex, sexual orientation, physical or mental disability, familial status or religion. Any person who feels he or she has become aware of, or subject to, any form of discrimination or harassment should report such actions to the Board or Manager. These Bylaws and the Club Rules & Regulations are binding on all Members, Renters, Guests, Occupants of Loaned Homes and all additional occupants in residence.

#### **BY-LAW 1: HOUSING FOR OLDER PERSONS**

King's Gate Club, Inc. is a community intended and operated as "housing for older persons" within the meaning of the Fair Housing Amendments Act of 1988, the Housing for Older Persons Act of 1995 and applicable Florida Statutes.

##### **A. Occupancy.**

1. Occupancy of a mobile home shall not be permitted unless at least one person in such home shall be fifty-five (55) years of age or older; provided, however, all other occupants (excluding "guests" as defined in the Club's Rules and Regulations) of the mobile home must be at least forty-five (45) years of age.
2. In the event that all of the occupants of a mobile home who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the home, then the Board of Directors is authorized to terminate the occupancy of the mobile home by all persons under fifty-five (55) years of age, whether or not continued occupancy would result in less than eighty percent (80%) of the mobile homes in the Club being occupied by at least one person fifty-five (55) years of age or older. Age 55 Exemption Policy: No residency exemptions shall be granted by the Board of Directors of King's Gate Club, Inc. which result in non-compliance with the Federal (Fair) Housing Amendment Act of 1988. To assure such compliance, the Board will continue to obtain the necessary census information.
3. Reasonable exceptions to the foregoing restrictions may be authorized by the Board of Directors pursuant to Rules and Regulations promulgated by the Board. Said Rules and Regulations may, for example, authorize exclusive occupancy of a Unit by an underage bona fide caregiver who is actively engaged to provide care for an Owner who is no longer able to maintain occupancy of the mobile home for health reasons.

##### **B. Age Verification.**

The Club may conduct periodic age-verification surveys and/or request updated supporting documentation from the Members and other Unit occupants to satisfy the Club's "housing for older persons" record keeping obligations under Florida Law.

**BY-LAW 2: DEFINITIONS Listed Alphabetically**

<b>Affixed Unit Number</b>	Permanent number attached to golf carts, and other vehicles, which do not have an RFID sticker. Used for identification.
<b>Alterations Committee</b>	Committee of the Board used to make sure alteration requests meet Club requirements.
<b>Articles of Incorporation</b>	Official Documents establishing the creation and original Incorporation of Kings Gate Club.
<b>Assistance Animal</b>	An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. An assistance animal is not a pet.
<b>Board</b>	Refers to the Board of Directors of King's Gate Club Inc.
<b>Boundaries or Lot Lines</b>	The lot boundaries set forth in the Designated Location Map for King's Gate Club. Synonymous with Unit Lot listed below.
<b>Bylaws</b>	One of the governing documents of Kings Gate Club.
<b>Club, KGC, Cooperative, or Corporation</b>	Means Kings Gate Club Inc.
<b>Club Web Site</b>	Digital media where Club information is stored and dispensed.
<b>Commercial Enterprise</b>	Commercial enterprise means any for-profit activity formed for the ongoing conduct of lawful business including, but not limited to, a sole proprietorship, partnership (whether limited or general), holding company, joint venture, Corporation, business trust, or other entity which may be publicly or privately owned.
<b>Common Area</b>	Refers to the portions of the Cooperative property not included within the boundaries of the individual resident's Unit Lots.
<b>Cooperative Property</b>	Means the lands and personal property owned by the Cooperative Corporation.
<b>Cooperative Documents</b>	The most current version of the official documents of Kings Gate Club Inc. To include the Articles of Incorporation, Bylaws, Rules and Regulations, and Board Resolutions.
<b>Designated Location Map</b>	The map created by the developer and used to lay out the individual Unit lots. The original map is kept in the Manager's office. Digital copies are available.
<b>"Entity"</b>	Term used to describe a single unit owned, held, or occupied by any person, person(s) or collection of persons such as a trust or LLC.
<b>For Sale Sign</b>	Sign used for display in Unit Lot when selling a Unit. Can be obtained in the Office.

<b>Golf Carts</b>	<b>Vehicles which are commonly used to drive on lawns and used in golf courses. Vehicles that are considered road worthy but are the same size and nature of a traditional golf cart are also considered golf carts for these documents. Any question as to if a vehicle will be considered a golf cart will be decided by the Board of Directors.</b>
<b>Guest</b>	<b>Person(s) visiting and staying overnight.</b>
<b>HDEM</b>	<b>Means Hurricane, Disaster, Emergency, Management</b>
<b>Home/house</b>	<b>The residential building on the Lot; synonymous with Unit</b>
<b>Home Site, Unit Lot, or Lot</b>	<b>Are all synonymous and refer to that area of the club reserved for the exclusive use of the member(s) holding the certificate for that parcel. This area designation is used by the club to define the required setbacks for buildings, driveways, and future alterations as set forth in these documents. It is not a legal description of ownership. The parcel is defined by the parametrical boundaries set up by the developer as laid out in the “Designated Location Map” held in the office. In the event of a boundary dispute between residents, the affected parties would need to have a professional survey done to resolve the issue. If that fails, the affected parties would present those findings to the board for final arbitration. The board has the ultimate decision as to disputed boundaries.</b>
<b>Immediate Family</b>	<b>Father, Mother, Parent’s Spouse (if remarried), Child (by blood, adoption or marriage), Brother, Sister, Spouse, Grand Parent, Grandchild. Further, a person’s immediate family also includes the spouse of a child, brother, or sister, as well as the father, mother, brother, and sister of a spouse.</b>
<b>Landscaping</b>	<b>An area of a Home Site that is predominantly flowers, shrubs, or trees. Between the flora, it can be covered in stones or mulch. The purpose of landscaping is to accent a Home Site with flora. Landscaping must not be used for parking.</b>
<b>Manager, General Manager, and Club Manager</b>	<b>The person or corporation hired by the Board to preside over the general operations and staff of KGC.</b>
<b>Member, Homeowner, Owner, or Owner of a Unit</b>	<b>Means the person(s) holding the Membership Certificate pertaining to a Unit, which certificate is granted by the Corporation as the Owner of the Cooperative.</b>
<b>Member Application Packet</b>	<b>A collection of documents obtained from the Office and required to be filled out and submitted for consideration of KGC Membership.</b>
<b>Membership Certificate</b>	<b>Document issued to people purchasing a Unit Lot which signifies which Unit Lot they have purchased and represents a share of the Cooperative.</b>

<b>Occupant of a Loaned Home</b>	Person or persons occupying a home in the absence of the Owner. Has rights of a Guest.
<b>Office</b>	Is the KGC Office building located at 290b Avenue of Kings, Nokomis, FL
<b>Quorum</b>	The minimum number of Members of an assembly that must be present at any of its meetings to make the proceedings of that meeting valid.
<b>Owner's Notice to Sell</b>	A form available in the KGC Office to be used when an Owner is offering his/her Unit for sale.
<b>Rental Application Packet</b>	A collection of documents obtained from the Office and required to be filled out and submitted prior to renting a Unit in KGC.
<b>Renter(s)</b>	A person(s) who pays rent for the use of a Unit. The person(s) shall have all use rights in the Cooperative property available for use generally by the Unit Owner. The Unit Owner does not have such rights except as a guest while the Unit is being rented.
<b>RTC</b>	Means Round Table Committee
<b>Resident</b>	Someone who has been vetted by the Office and lives in the Club. Has the rights of an Owner with the exception of having attendance privileges in person or via remote access at Members' or Board meetings and the inability to vote for Club related issues.
<b>RFID Sticker</b>	An electronic device mounted on a vehicle used to access the gates.
<b>Rules</b>	Official Rules & Regulations of Kings Gate Club. The Rules explain and relate to these Bylaws. Rules may be changed by a vote of the Board of Directors.
<b>Self-Nomination Form</b>	A form that is used for committee nominations only.
<b>Solicitation</b>	The act of asking for or trying to obtain something from someone. The definition of solicitation for our use in the Club is intended to prevent the unrequested contact from individuals with a desire to promote a cause, actively seek business from them by either initiating the services, advertising the services, or encouraging a discussion about one's services. Any action which results in the above is considered solicitation for KGC purposes. Use of the US mail is not considered Solicitation. If a question arises as to whether or not an act is considered solicitation, it will be decided by the Board.
<b>Storage Area Assignment Form</b>	Required form to be filled out in order to obtain a space in any of the storage areas. Forms available on the website or from the Office
<b>Vehicle</b>	Any motorized method of transportation, with the exception of Golf Carts, which are treated differently in the Cooperative Documents. "Vehicle" may also include trailers and non-motorized instrumentalities when discussed in relation to the Club storage areas.
<b>Visitor</b>	Person (s) visiting, but not staying overnight at a resident's home.

**BY-LAW 3: INTERPRETATIONS:**

The terms used in the Articles of Incorporation, the Bylaws and the Rules of the Club shall have the same meaning as set forth in Bylaw 2 and in Section 719.103, Florida Statutes, all as amended from time to time. If a term is not defined in Bylaw 2 or in Chapter 719, Florida Statutes, the Club's Board of Directors may define the term in its reasonable discretion. The Board may refer to the Florida Building Code (latest edition), the common or historical use of the term in King's Gate Club or refer to a common dictionary when defining a term. The Board's definition of an undefined or ambiguous term shall be binding on all Unit Owners, Renters, invitees, occupants, and residents of King's Gate Club.

**BY-LAW 4: PRINCIPAL OFFICE**

The principal Office of the Club shall be at King's Gate Club, 290-B Avenue of Kings, Nokomis, Florida 34275. The address of the principal Office may be changed at the discretion of the Board of Directors

**BY-LAW 5: SEAL**

The corporate seal shall have inscribed thereon the name of the Corporation (Club), the year of its Incorporation, and the word "seal."

**BY-LAW 6: AMENDMENT**

In addition to the amendments authorized by the Articles of Incorporation, the Bylaws may be further amended by a resolution approved by a majority (50% plus 1) vote of the Membership.

**BY-LAW 7: ANNUAL AND SPECIAL MEETINGS**

All meetings of the Members shall be held in quarters designated by the Board of Directors.

- A. Annual Meeting: There shall be an annual meeting of the Membership on the third Tuesday in the month of January for the purpose of transacting such business as may come before the meeting and electing the Board of Directors.
- B. Notice of Membership Meetings: Not less than 30 days' written notice of each annual meeting or special meetings of the membership shall be mailed or delivered to each certificate Owner at the address furnished to the Club by such Owners and shall be posted on the bulletin Board in the Clubhouse unless a different manner of notice is required by law. If the Club moves to electronic voting, these documents will be placed on the Club's Web Site. The secretary of the Club shall provide an affidavit to be included in the official records of the Club affirming that notices of the Membership meeting were mailed, or hand delivered.
- C. Membership Quorum: The Owners of a majority of the Membership Certificates issued and outstanding, being in good standing with the Club, either present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except elections and as otherwise provided by law, by the Articles of Incorporation or by other provisions of these Bylaws.

- D. **Proxies - Voting:** Members entitled to vote may vote in person or by proxy appointed by an instrument in writing subscribed by such Members or a duly authorized attorney or attorney-in-fact and delivered to the secretary or acting secretary at or before the meeting and shall have one vote for each certificate. The vote of a Unit is not divisible. If a Unit is owned by one natural person, individually or as trustee, his or her right to vote shall be established by the name on the Membership Certificate. If a Unit is owned jointly by two or more persons, that Unit's vote may be cast by any of the Owners. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the Owner of a Unit is a corporation, the vote of that Unit may be cast by the president or vice president of the corporation. If a Unit is owned by a partnership, its vote may be cast by any general partner.
- E. **Majority Vote:** A simple majority of all voting rights present in person or by proxy shall decide any questions brought before the meeting, except when otherwise required by the Cooperative Act, the Articles of Incorporation, or these Bylaws.
- F. **Membership List:** A full list of the Members entitled to vote, arranged in alphabetical order and stating the number of the certificate that each Member is entitled to vote, shall be prepared by the secretary and filed in the Club office at least ten days before every meeting, annual or special, and shall be open to examination by any Member at reasonable times during normal business hours.
- G. **Special Meetings:** Special meetings of the Members for any purpose or purposes other than those required by statute may be called by the President with the consent of the Board of Directors. The President shall call a special meeting if a written request is received and signed by Members owning at least seventy-five Membership certificates. The request must state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be restricted to subjects stated in the special meeting notice and matters pertaining thereto.
- H. **Club Web Site:** KGC will use a web-based information center to disperse information, unless otherwise required to be delivered in a different manner by law or the Cooperative Documents. This will include various documents, Club meetings, emergencies, general information, alerts, and social functions. Refer to Rules for details.
- I. The Board will set the parameters for how long Members have to speak at meetings, within any legal limits. These are subject to change depending on the scope of the meeting. See Rules for details.

## **BY-LAW 8: BOARD OF DIRECTORS**

### **A. Description and Election Process:**

1. The Board of Directors shall consist of nine Members who shall be elected at the annual meeting for three year terms. All elections of directors shall be by a plurality vote of ballots cast, filling all vacancies in descending order of total votes cast for each nominee, including one-year unexpired term vacancies. There shall be no quorum requirements. However, at least 20% of the eligible voters must cast a ballot in order to have a valid election.
2. Should the office of a director become vacant, the vacancy shall be filled by the Board of Directors for an interim term until a successor is elected to fill the un-expired term at the next scheduled election meeting.

3. Not less than 60 days before a scheduled election, the Cooperative shall mail or deliver to each Unit Owner entitled to vote a first notice of the date of election. Not less than 14 days before the election, the Cooperative shall mail or deliver a second notice of election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates.
4. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Cooperative not less than 40 days before the election. Upon request of a candidate, an information sheet not larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than 35 days prior to the election, shall be included with the mailing of the ballot.
5. In addition to the self-nomination provided in Paragraph 4 above, the Board of Directors may appoint a Search committee to locate and encourage qualified persons to nominate themselves for election to the Board of Directors. All such persons who have submitted their names in self-nomination shall be included on the ballot distributed with the meeting materials. The names shall be listed in alphabetical order. There shall be no additional nominations from the floor on the date of the election.
6. By the adoption of this amendment to the Bylaws, the membership does hereby opt out of the statutory director and election voting procedures. Directors shall be elected as provided in these Bylaws.
7. At the first meeting of the newly constituted Board of Directors, they shall elect from themselves a President, Vice President, Secretary, and a Treasurer who shall serve in office for one year. Members of the Board of Directors may serve for more than one term and officers may be re-elected to office more than once in the manner described herein. The directors and the corporate officers shall serve until their successors have been elected.
8. Organizational Meeting of the Board of Directors: The time and date of the organizational meeting of the Board for the election of Officers shall be set by the outgoing President.
  - a. If the number of candidates running for the Board was equal to or less than the openings available, the meeting can be held immediately after the adjournment of the Annual Meeting.
  - b. If the number of candidates was greater than the number of openings for the Board, there must be a minimum of 44 hours after the announcement of the election results before the organizational meeting may be held.
  - c. The outgoing Board President presides over the election of a new President, who then presides over the remaining Board Officer elections.
  - d. The voting process for Board Officers is public, but the voting is done by secret ballot. Directors attending remotely may appoint a proxy who casts their vote by secret ballot.
9. Following the resignation of an Officer.
  - a. The election to replace an Officer can occur at any Board meeting.
  - b. The voting process for Board Officers is public, but the voting is done by secret ballot unless only one candidate is nominated. Directors attending remotely may appoint a proxy who casts their vote by secret ballot.

## **B. Powers and Duties:**

### **1. Description.**

- a. Any and all powers and duties not specifically assigned to the Board of Directors or other corporate officers by the Articles of Incorporation, the Bylaws and the laws of Florida, shall be exercised by the Board of Directors unless otherwise provided by resolution of the Members. Absent specific resolution of the Members to the contrary, the Board of Directors may delegate duties and arrange for the administration of the affairs of the Club to the various corporate officers provided for in the Articles of Incorporation, except as otherwise provided in these Bylaws or the statutes.
- b. The Board of Directors may amend, repeal, or adopt new rules and regulations governing the appearance and use of the Units, Home Sites and common areas. All Rules & Regulations adopted by the Board may be rejected by a majority vote of the Members present in person or by proxy at a duly called membership meeting, in which event the Board of Directors may not thereafter adopt Rules or Regulations on that subject matter without Membership approval. The Board may elect to defer the consideration of certain Rules to the Members, or not less than ten percent of the Membership may petition for a Rule change or enactment, in which event the Members may also adopt Rules & Regulations by a majority vote of the Members present in person or by proxy at a duly convened Membership meeting. No rules or regulations may conflict with the Articles of Incorporation, these Bylaws, or applicable law.
- c. The Board is responsible for the maintenance and replacement of all Club facilities and equipment that the Round Table Committee has purchased with approval from the Board. Said approval must be documented by an affirmative vote recorded in the minutes of a duly called meeting of the Board. The Board must also approve or reject the purchase or donation of any facility or equipment by any other individual or groups. The Board may elect to abandon or discontinue the use of any facility or equipment deemed unsafe or not used enough to warrant maintenance or replacement costs. King's Gate Club Manager has the authority to remove from service any equipment he/she deems to be unsafe or a hazard to the membership or the public.

### **2. Statutory Emergency Board Powers.**

To the extent allowed by law, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by the Cooperative, may exercise the following powers.

- a. Conduct Board or membership meetings after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Cooperative property, or any other means the Board deems appropriate under the circumstances.
- b. Cancel and reschedule a Club meeting.
- c. Designate assistant officers who are not Directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.
- d. Relocate the Club's principal office or designate an alternative principal office.
- e. Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.



- f. Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include turning on or shutting off electricity; water; sewer; or security systems; or air conditioners for buildings.
- g. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Cooperative Property unavailable for entry or occupancy by Unit Owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.
- h. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Cooperative Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Cooperative Documents.
- i. Require the evacuation of the Cooperative Property in the event of a mandatory evacuation order in the area where the Cooperative is located. If a Unit Owner or other occupant of the Cooperative fails to evacuate the Cooperative Property for which the Board has required evacuation, the Club is immune from liability for injury to persons or property arising from such failure.
- j. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Cooperative Property, regardless of whether the Unit Owner is obligated by the Cooperative Documents or law to insure or replace those fixtures and to remove personal property from a Unit.
- k. Contract, on behalf of a Unit Owner, for items or services for which the Owner is otherwise individually responsible, but which are necessary to prevent further damage to the Cooperative Property. In such event, the Unit Owner on whose behalf the Board has contracted is responsible for reimbursing the Club for the actual costs of the items or services, and the Club may use its lien authority provided by Section 719.108, Florida Statutes, to enforce collection of the charges. Such items or services may include the drying of the Unit, the boarding of broken windows or doors, and the replacement of a damaged air conditioner or air handler to provide climate control in the Unit or other portions of the property.
- l. Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Cooperative Documents, levy special assessments without a vote of the Owners.
- m. Without Unit Owners' approval, borrow money and pledge Club assets as collateral to fund emergency repairs and carry out the duties of the Club if operating funds are insufficient. This paragraph does not limit the general authority of the Club to borrow money, subject to such restrictions contained in the Cooperative Documents.
- n. The authority granted under subsection (1) is limited to that time reasonably necessary to protect the health, safety, and welfare of the Club and the Unit Owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage and make emergency repairs.

### **3. Reasonable Fines and Suspensions.**

- a. The Board of Directors of the Club may levy reasonable fines and suspensions for failure of the Unit Owner or its licensee or invitee or the Unit's occupant to comply with any provision of Chapter 719, Florida Statutes (herein, the "Cooperative Act"), the Articles of Incorporation, the Bylaws or the reasonable Rules of the Club. A fine may not become a lien against a Unit. No fine or suspension may be imposed by the Board without at least 14 days' written notice to the person sought to be fined and an opportunity for a hearing. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided below. However, the fine may not exceed the amount per violation, or the amount in the aggregate, as allowed pursuant to Chapter 719, Florida Statutes.
- b. A fine or suspension levied by the Board of administration may not be imposed unless the Board first provides at least 14 days' written notice to the Unit Owner and, if applicable, any occupant, licensee, or invitee of the Unit Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, directors, or employees of the Cooperative, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Cooperative must provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.
- c. In any action to recover a fine, the prevailing party is entitled to recover reasonable attorney's fees and costs from the non-prevailing party. If a fine is not paid in full within 30 days of demand by the Club, the fine shall bear interest at the highest rate allowed by law and incur a late fee provided in Rule 4. Fines shall not be constructed an exclusive remedy and shall exist in addition to all other rights and remedies to which the Club may be legally entitled.
- d. The Club may also suspend, for a reasonable period of time, the right of a Unit Owner, tenant, guest, or invitee, to use the common areas and facilities for the Owner's, tenant's, guest's, or invitee's failure to comply with any provision of the Cooperative Act, the Articles of Incorporation, the Bylaws, or the reasonable Rules of the Club. A suspension may not apply to that portion of common areas used to provide access or utility services to the Unit or prohibit a Unit Owner or tenant from having vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park.

### **4. Enforcement of Rules.**

- a. **Initial infraction:** Verbal warning by the Office or Manager, followed by written confirmation of the initial warning. If the Owner is absent, the initial warning is sent by mail, with pictures if available. Owner must be given reasonable time to comply with the initial warning before a second warning is issued, but not more than 30 days.
- b. **Second warning:** Written warning sent by certified mail with return receipt requested.
- c. **Third step:** Written letter from the Manager to the Board recommending action, with a copy to Owner.

- d. **Fourth Step:** Written letter sent to the Owner or other offender, by certified mail, containing the date of a hearing as described under Section 719.303(3), Florida Statutes. This action may include possible fines, suspension of the use of Club facilities, or removal of boats or trailers.
- e. Violations are recorded on the Club website.

#### **5. Arbitration Process.**

**Arbitration:** Disputes arising from the operation of the Club may be voluntarily submitted by the disputing parties to the Division of Florida Land Sales, Condominiums and Mobile Homes for binding arbitration.

#### **6. Compliance.**

- a. Each Unit Owner shall comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with Chapter 719, Florida Statutes (the "Cooperative Act"), the Club's Bylaws and Articles of Incorporation, and the reasonable Rules of the Club. Upon failure of a Unit Owner, or the Owner's tenant, guest, or invitee, to comply with the Cooperative Act, the Club's Bylaws, the Articles of Incorporation, the reasonable Rules of the Club, the Club shall be entitled to exercise all rights and remedies provided by the terms of the Cooperative Act, the Articles of Incorporation and Bylaws and the reasonable Rules of the Club and Florida law, including, without limitation, imposing fines or suspensions or commencing an action seeking money damages, injunctive relief, or any combination thereof.
- b. All complaints must be in writing and signed by the complainant, with the exception of a pet violation, which can be filed anonymously. The Manager will then investigate and report to the Board.
- c. Members are encouraged to work with the offender to find a resolution before involving the Club

#### **C. Board of Directors Meetings:**

- 1. **Meetings.** The Board of Directors may hold monthly scheduled meetings and hold other meetings as required. Directors may participate in Board Meetings via telephone or video conference call, such participation will count towards the quorum and for voting purposes. All meetings of the Board of Directors and any committee thereof shall be open to Members, with the exception of those meetings dealing with personnel or litigation matters. Adequate notice of meetings shall be posted on the Clubhouse bulletin Board and when possible, on the website at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which 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.
- 2. **Quorum.** A majority of the Board of Directors shall constitute a quorum at any Board Meeting. A majority vote of those present will carry a motion, except in the case of Budget & Fees, Membership Disapproval, or Rule Changes, which will require at least 5 positive votes.
- 3. **Parliamentary Rules.** Roberts Rules of Order, latest edition, shall govern the conduct of all meetings of the Membership, Board of Directors, and committees of King's Gate Club, Inc. when not in conflict with the Cooperative Act, the Articles of Incorporation, or these Bylaws.

#### **D. Officers and Agents:**

To the extent allowed by law, in addition to the officers provided for in the Articles of Incorporation, the Board may appoint such other officers and agents as it shall deem necessary, who shall have such authority and shall perform such duties as from time-to-time shall be prescribed by the Board. The Board shall fix salaries of paid agents of the Club. Directors will serve without compensation. Officers and/or agents elected or appointed by the Board may be removed at any time by a two-thirds vote of the whole Board, even though the officer or agent had been previously selected or appointed by the Board for a fixed-term.

1. **President.** The President shall be the chief executive officer of the Club and shall have general and active management of the business of the Club. The President shall see that all orders and resolutions of the Board are carried into effect, subject however, to the rights of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, or on any other officer or officers of the Club. The President shall execute any and all instruments and/or contracts requiring corporate seal, shall have custody of the corporate seal, shall affix the corporate seal when authorized by the Board to any instrument requiring it and shall perform such other duties as may be prescribed by the Board.
2. **Vice President.** The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and perform such other duties as shall from time-to-time be prescribed by the Board or President.
3. **Secretary.** The Secretary or designated person shall attend all sessions of the Board and all meetings of the Members shall act as the clerk thereof and record all votes and the minutes of all proceedings. The Secretary shall give or cause to be given all required notices of meetings of Members and of the annual meeting of the Board of Directors and shall perform such other duties as may be prescribed by the Board or President.
4. **Treasurer.** The Treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall deposit all monies and other valuable effects in the name or to the credit of the Corporation in such depositories as may be designated by the Board of Directors, shall disburse corporate funds in conformity with Board orders, taking proper vouchers or receipts for such disbursements, and shall account to the President, the directors and to the Members for all transactions as Treasurer and as to the financial condition of the Corporation when requested. The Board of Directors may appoint an assistant to help the Treasurer in carrying out his duties.
5. **Board Committees.** There are two types of committees utilized by the Board, Standing Committees which are set up in the Bylaws and should continue indefinitely, and "ad hoc" committees which are set up by the President or the Board for a specific purpose and may be eliminated when the purpose is fulfilled. Committees authorized to take action on behalf of the Board, or to make recommendations to the Board regarding the Cooperative budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without notice or Owner participation except as otherwise provided by Florida law.

- a. **Round Table Committee.** The Board of Directors shall delegate the social and recreational activities of the Club to a standing committee of the Board of Directors named the Round Table Committee (RTC). The Round Table Committee shall be composed of nine (9) Members who shall be elected by the Membership of King's Gate Club, Inc. at the annual meeting. The election of the Members of the Round Table Committee shall be conducted in the same manner as set forth in these Bylaws for the election of the Board of Directors; provided, however, that, for the election year 2024 with 4 seats available, the top 3 vote getters serving a term of three years, the next vote getters serving a term of two years. In election year 2025 with 5 seats available, the top 3 vote getters will serve a 3 year term and the next 2 vote getters will serve 1 year term. Commencing with the annual meeting of 2026, all Members elected to serve on the Round Table Committee shall serve three (3) year terms.

The purposes and objective of the Round Table Committee are to promote social interaction and facilitate intercommunication between Members of King's Gate Club; promote the welfare of Members, Guests, and Visitors of King's Gate Club; promote the optimum use of King's Gate Club facilities; organize and coordinate fund raising functions at King's Gate Club; and cooperate with the Board of Directors to maintain, improve, and expand the recreational facilities of the Club.

The Round Table Committee shall have the power to raise funds except that said committee shall not have the power to levy assessments on the Members of the Club.

The Round Table Committee Shall have the power to disburse funds in accordance with its budget without additional approval of the Board of Directors. All non-budgeted disbursements or expenditures of funds shall be made upon obtaining approval of the Board of Directors; provided, however, that the Round Table Committee shall have the power to make any individual non-budgeted expenditure or disbursement in an amount not to exceed \$5,000.00 without obtaining the approval of the Board of Directors, unless said expenditure will result in the Club incurring expenses for insurance, for maintenance, making capital expenditures, or making an expenditure from the Club's reserve accounts.

All meetings of the Round Table Committee shall be open to the Members of King's Gate Club. The Round Table Committee shall conduct its affairs according to the Articles of Incorporation and Bylaws of King's Gate Club, Inc. and the applicable provisions of other governing documents of the Club that are not in contravention of said Articles of Incorporation and Bylaws nor in contravention of the applicable provisions of Chapter 719 of the Florida statutes. The Round Table Committee is empowered to establish a Committee Charter at the discretion of said Committee; provided, however, that no provision of said Committee Charter shall conflict with any provision of the Articles of Incorporation or Bylaws of King's Gate Club or any of the other governing documents of the Club, or any applicable provision of Chapter 719 of the Florida statutes.

The Round Table Committee shall meet on at least a monthly basis during the months of October through May and there shall be additional meetings if deemed necessary or desirable by the members of the Committee.

The Round Table Committee elects from time-to-time to furnish money from its fund-raising activities to the Club, through the Board of Directors, to improve and expand those specific recreational facilities it selects for the enjoyment and use of the Club. For good tax planning purposes, the Round Table Committee must not retain over 10% above budgeted amount, in its operating account. The Board of Directors has created an account entitled Capital Improvements Account for the Round Table

Committee into which the Round Table Committee must transfer and accumulate such funds until such time as the Round Table Committee selects the recreational facilities improvements for which it desires such funds be expended.

All donations and or purchases of any facility or equipment must obtain prior approval from the Board of Directors.

- b. **Budget Committee.** Made up of Members who would like to have input on the budgeting process. It is open to all Members. Details on number of Members and protocol are in the Rules.
- c. **Storage Area Committee (SAC).** The Storage Area Committee is responsible for overseeing the management of the storage areas of the Club. This committee started in the 2021 - 2022 fiscal year.
  1. The Storage Area Committee is made up of five (5) Members in good standing. At least one of the committee Members should have a boat, cargo trailer, or an RV in the storage area, and at least one Member should have nothing in the storage areas if possible.
  2. Members serve two-year terms. Candidates wishing to serve on this committee can self-nominate by filling out the SAC Membership application form, obtained from the office, and submitting this form by February 1st. The Board will select the new Members from those submitted at the March Board meeting. For the year 2023, the committee will remain the same as 2022. Then starting in 2024, five Members will be selected from the submitted nominations. Two will serve two-year terms, and three will serve one-year terms. From then on three Members will be selected on each odd numbered years and two on the even numbered years. Volunteers must be King's Gate Club Owner's in good standing, which means all monies owed to the Cooperative are current and there are no outstanding violations of the King's Gate Club documents or Florida Statutes, to qualify to become a Member of the committee The SAC committee is welcome to recommend candidates for approval by the Board at the February meeting. The Board will fill any vacancies on the SAC committee between elections. If there are not enough candidates interested in working on this committee, the responsibility of managing the storage areas will be delegated to the manager.
  3. Areas of SAC responsibility include:
    - a. Assigning of spaces and keeping a "waiting list" if necessary.
    - b. Checking that all the stored items meet the criteria set up in Bylaw 12 and associated Rules.
    - c. Setting up volunteer work crews to help maintain the storage areas over and above what is done by the lawncare services and maintenance staff, subject to confirmation that the volunteers are covered by the Cooperative's applicable insurance policies.
  4. Fees: The SAC cannot collect or disperse funds without the Board of Directors' approval except as provided in the Rules.
  5. The SAC will develop a plan for expenditures and submit it to the Board of Directors for approval. The Board of Directors has created an account entitled Capital Improvements Account, which will hold money collected by the SAC. This money is segregated and will have a line item in the Treasurer's report.

6. All violations will need to be identified and sent to the Manager for disposition. This can be done on the web site so that it is time stamped to make sure the appropriate action is taken
  
- d. **Alterations Committee.** Made up of three Members holding Memberships in good standing in the Club. They are appointed by the president and approved by the Board. The committee reviews all alteration requests and determines if the request meets the Club's criteria for alterations. The committee will then forward its findings to the Manager for final disposition.
  
- e. **Ad hoc committees.** The president or Board can appoint ad hoc committees to look into various issues within the Club that require more time or expertise than is available from the Board or management. These committees report back to the Manager and Board, and do not have authority to commence projects, raise funds, represent the Club, or do business on their own. See Rules for more information.
  
- f. **Hearing Fining Committee.**
  - a. The committee will be composed of 3 or 5 (three or five) volunteer Members selected annually at the February Board meeting. The selection will be done by a random drawing of submitted names. There will be two names selected on even years and three names selected for the odd numbered years. Volunteers must be King's Gate Club Owners in good standing, which means all monies owed to the Cooperative are current and there are no outstanding violations of the King's Gate Club documents or Florida Statutes, to qualify to become a Member of the committee. At any time, a Unit Owner may submit/rescind his/her name to the pool of volunteers who can be randomly selected to serve on the committee.
  
  - b. All terms will be (2) two years, with the exception of the filling of a vacancy due to resignation of a Member.
  
  - c. If a vacancy should occur, The Board of Directors at its next meeting will randomly fill the vacancy from the pool of volunteers. The Member selected will fill the unexpired term.
  
  - d. No Member of the committee shall participate in a hearing that involves a family member and/or a member of the same household.
  
  - e. A quorum of the committee must be present to conduct a hearing. The quorum requirement is (3) three Members.
  
  - f. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. The result will be decided by a majority vote. See By-Law 8.B.3 for more information.
  
- E. **Recall of Board Members:** Subject to the provisions of Section 719.106(f), Florida Statutes, any Member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the voting interest to recall any member of the Board may be called by 10 percent of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

## **F. Indemnification & Insurance:**

1. **Indemnity.** Every Director, officer, and committee member of the Cooperative shall be indemnified by the Cooperative against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, mediation, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, officer, or committee member of the Cooperative. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement.

The right to indemnification shall not apply if (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnities, that he/she did not act in good faith or in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Cooperative, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. Otherwise, the foregoing right of indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which such Director, officer, or committee member may be entitled by common law or statute.

2. **Insurance.** The Cooperative shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, or Club volunteer, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her stature as such, whether or not the Cooperative would have the power to indemnify him/her against such liability under the provisions of this Bylaw. Notwithstanding anything in the Bylaw to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.
3. **Claims.** At the discretion of King's Gate Club Manager, claims against the Club may be settled up to a maximum of an amount set by the Board of Director's in the Rules. Claims over this amount will be brought to the attention of the Board for disposition. All claims and dispositions will be documented and retained.

## **BY-LAW 9: FINANCES**

### **A. Financial Report - Audit and Budget**

The Club's fiscal year will commence April 1 of each year and end March 31 of the following calendar year.

1. There will be a Financial Members Meeting, held every March, where the Members vote if they would like to waive the State requirement to have a full financial Audit for the following fiscal year. A majority vote of all Members appearing in person or by proxy at a duly-noticed Members' meeting where a quorum has been established, is required to waive the audit. The alternative is to have a financial compilation which is less expensive. Past practice has been to have a full audit every four years, and a compilation for the interceding three years.
2. Within 90 days following the end of the fiscal year, the Board of Directors shall furnish a complete financial report of actual receipts and expenditures, by classification, for the 12 months of the previous fiscal year by publishing on the Club website. An Owner can request a paper copy from the office. At least every four years a complete audit will be done by an outside accounting firm.



3. The Board of Directors at a meeting in March will adopt the budget for each forthcoming fiscal year and notice of such meeting along with a copy of the proposed budget shall be posted on the Club web site and mailed, (except for those who have opted for electronic notifications) to the Owners not less than 30 days prior to the meeting.
4. When a proposed budget is submitted to the Board of Directors for approval, all items pertaining to funding of new projects or for upgrading of existing facilities shall be specifically so titled or designated.
5. If an annual budget is not adopted as required, the budget shall be presumed to have been adopted identical to the prior year's budget.

**B. Payment of Maintenance Fees**

Maintenance fees are due and payable in full not less frequently than quarterly. Any hardship requests for an alternate schedule may be considered by the Board.

**C. Unpaid Accounts**

1. Members must pay all fees and assessments within fifteen (15) days of the established payment date, or the account will be considered delinquent. Delinquent accounts will be charged a late fee in the amount set by Board of Directors in the Rules, and shall receive from the Club a first notice letter giving the Member until the end of that month to bring the account current before further action will be taken. A Member whose account is delinquent is entitled to a hearing before the Board of Directors if they so desire, upon request.
2. Accounts remaining delinquent at the beginning of the following month will be charged a late fee in the amount set by the Board of Director's in the Rules, after which interest will be charged at the rate set by the Board of Director's in the Rules beginning the first of the third month until the account current.
3. The Club shall have a lien on each Cooperative parcel for any unpaid assessments plus interest and attorney's fees incurred by the Club incident to the collection of the assessments or enforcement of such lien against the Unit Owner of the Cooperative parcel.

**BY-LAW 10: RESIDENT IDENTIFICATION AND GATE & BUILDING ACCESS**

The requirements for resident identification, gate access and building access are determined by the Board of Directors from time to time.

**A. For Resident Identification: See Rules**

**B. For Gate Access: See Rules**

**C. For Building Access: See Rules**

**BY-LAW 11: GENERAL RULES AND PROCEDURES**

**A. Member and Guest Registration.**

1. Registration: Each designated location of a home is a single-family residence. All Members and Guests must register their arrival and departure (seasonal & vacation) at the Office. This may be done by using one of the methods listed in the Rules, on or before the arrival date.

2. All VISITORS must be accompanied by a Resident when using the Club facilities.
3. Children under (14) fourteen years of age must be accompanied by an adult when using Club facilities.
4. When more than (4) four Guests use Club facilities they must be accompanied by at least (1) one resident.
5. Members are responsible for their own behavior and that of their Renters, Guests, and Visitors. This includes payment for any damages to Club property caused by their behavior or disregard for Club procedures, or compliance with the Club Documents.
6. Guests of Members and Renters are limited as follows:
  - a. If under 18 years of age, to a maximum of 60 days within any consecutive 12-month period.
  - b. If between 18 and 55 years of age, to a maximum of 120 days within any consecutive 12-month period.

#### **B. Smoking Restrictions.**

All types of tobacco products, including smoking, smokeless, and e-cigarettes/vaping are prohibited as follows:

1. Inside Club buildings.
2. Inside the fenced-in area surrounding the pool.
3. On the Club patio, porches, and covered sidewalks.

A designated smoking area is defined in the Rules.

#### **C. Garbage.**

Residents must place all garbage and trash in appropriately marked dumpsters located in the maintenance and five-acre areas. KGC follows all guidelines set by Sarasota County Solid Waste Restrictions.

1. All household garbage must be placed in trash can liners and placed in the compactor.
2. Tree and brush trimmings must be placed in the yard waste dumpsters.
3. Recyclables must be placed in the recycle dumpster, per Sarasota County Restrictions.
4. Any Bulk/Construction debris must be placed in the Dumpster located in the five-acre storage area.
  - a. This dumpster is for use by Residents ONLY.
  - b. Outside contractors must remove all construction debris generated from KGC property. They are NOT to use KGC facilities for waste or construction debris disposal.
  - c. ONLY materials generated from projects by residents, on residences within KGC may be deposited in the Bulk/Construction Dumpster.
  - e. Only those materials not deemed household trash, yard waste, or recyclables, may be deposited in the construction dumpster (examples: wood, drywall, carpet, hoses, broken down furniture, shelving etc..)
  - f. Nothing shall be placed adjacent to the dumpster other than appliances and large furniture. If dumpster is full, you must hold items until the dumpster is emptied.

- g. Any projects that would create more than 10 yards of debris must order their own dumpster. Dumpster may be placed in the street with Manager approval or in your driveway.

If in doubt as to the proper disposition of any waste, contact the Office before disposing materials. Overfilling the dumpsters or leaving debris on the ground is considered a violation and is finable.

#### **D. Attire.**

Footwear and shirts or cover-up must be worn whenever bathing attire is worn in all Club buildings, except the changing rooms. Wet bathing suits must not be worn in any of the Club buildings except the changing rooms.

#### **E. Boating on the Retention Pond.**

1. Only boats powered by humans, or an electric trolling motor may be used on the retention pond.
2. Radio controlled model boats are allowed on the retention pond.

#### **F. Use of Club Facilities**

1. Club facilities are for the enjoyment of the Members and residents, and their Visitors and Guests. The reservation of a Club facility for use by residents is designated to a representative of the Board of Directors. That representative, until further notice, is the Round Table Committee (RTC). Said representative will assign and reserve a facility that will accommodate the best use of space, time, and equipment. See also Use of Club Facilities requirements of the Rules.
2. Anyone requesting to use any facility must first fill out a proper request form and submit it to the RTC calendar committee. The RTC may only approve events that fall within its Board approved guidelines.
3. The Board of Directors shall have the ultimate and final authority on the use of all Club buildings, facilities, and all events taking place in the Club. The Board reserves the right to ban any event that it deems not in the best interest of the Club.

#### **G. Soliciting and Commercial Enterprises.**

1. No soliciting on Club property, except Club affiliated organizations with approval of the Board of Directors.
2. No Member shall undertake or permit any gainful commercial enterprise within the Club, which is in any way visible, audible, odoriferous or causes nuisance to Members, without prior Board approval. This does not preclude a member from receiving compensation for services rendered to another Club Member.
3. The use of Club facilities and/or equipment owned by the Club shall not be used for personal gain.

#### **H. Pets.**

The only pets permitted in KGC are Cats and Fish.

1. House Cats. A Unit Owner or renter is permitted to keep a maximum of two (2) housecats in a Unit. A "housecat" is one that is never permitted outside the home except in a carrier to be taken to and from the Unit Owner's or renter's vehicle.

2. **Aquarium Fish.** A Unit Owner or renter is permitted to keep aquarium fish in the Owner's Unit. The aquarium fish may not be kept in such numbers as to pose a health, safety, or other risk to Unit Owners. Fish may not be kept or bred for commercial or business purposes.
3. **The Southeastern Guide Dog Cooperative** is permitted to bring their guide dogs onto the property for training, fundraising and other purposes.
4. Visitors, Guests and Contractors are not permitted to keep, bring, or maintain a pet, cat, dog, bird, reptile or other animal on or in the Cooperative Property or a Unit. The Unit Owner is required to timely advise their visitors, guests and contractors of this no-pet restriction and ensure they comply with it.
5. **Nuisance or Unreasonable Annoyance:** No permitted animal may be a nuisance, display aggressive or threatening behavior or constitute an unreasonable annoyance, as determined by the Board of Directors. If so, the animal must be permanently removed from the Cooperative Property and the Unit.
6. **Pet Violations:** If a person violates the pet Bylaws or Rules, the Board of Directors may impose a fine not to exceed the amount allowed per violation, or the amount allowed in the aggregate, pursuant to these Bylaws and Chapter 719, Florida Statutes.

Additionally, the Cooperative may send the Unit Owner a letter and demand for the removal of the animal. Upon a subsequent violation of this rule, the Cooperative may seek to file an enforcement lawsuit against the violating person and will seek recovery of its prevailing party attorney's fees and costs to the fullest extent allowed by the Cooperative Documents and law. A resident may file/report a pet violation to the office anonymously. Pictures can help validate the complaint.

**I. Assistance Animals.** Must have all appropriate paperwork submitted and approval through the Office prior to coming on site. User must follow Federal, State, County, and KGC Guidelines. See the Rules for details.

**J. Nuisance.**

1. No Member, Resident, Renter, Guest, Occupant of a Loaned Home or Visitor shall commit any act or permit or allow anything to be done or kept upon the Member's parcel or within the Member's dwelling, which will interfere with the rights of other Members or residents. This includes but is not limited to unsightly appearance, unreasonable noise, noxious odors, or other circumstances or acts that will otherwise constitute a nuisance in the opinion of the Board of Directors or under the laws of the state of Florida.
2. No Member, Resident, Renter, Guest, Occupant of a Loaned Home Or Visitor shall commit or permit any nuisance or any immoral or illegal act within King's Gate Club.
3. Offensive language or conduct, or behavior that is threatening, intimidating, harassing or abusive toward any Member, resident, Renter, Guest, occupant, or employee of King's Gate Club, will not be tolerated and will be deemed a violation of this Bylaw.

**H. Complaints:**

1. Members are encouraged to work with the offender to find a resolution before involving the Club.
2. All non-pet complaints must be in writing and signed by the complainant. The Manager will then investigate and report to the Board. Pictures help substantiate a complaint when possible.

## **BY-LAW 12: STORAGE AREAS**

### **A. Five Acre, RV, and Overflow Parking Areas.**

1. KGC does not guarantee space for boat, trailer, or RV storage. KGC permits boat, trailer, and RV parking in the designated storage areas, with prior approval from the Storage Area Committee (SAC). A Resident requesting to park a boat, trailer, or RV, other than as designated elsewhere in these By-Laws & Rules, must apply to the SAC for a designated parking spot, and pay a non-refundable annual fee listed in Rules per space in the storage areas. Most of the parking spots in the Overflow Parking Area are for short term passenger vehicles only, and are filled on a first-come, first-served basis. However, there is a limited number of spaces available for long term parking. If a vehicle is to be parked in the Overflow Parking Area when the resident is not in residence (seasonal parking), the resident must apply to the SAC for a long-term parking spot in the Overflow Parking Area and pay a fee listed in the Rules, which is a non-refundable seasonal fee for such parking. A waiting list for each area will be maintained by the SAC when space demand exceeds supply.
2. Space assignments are limited to one (1) per "Entity" Ownership in each of these areas (RV, 5 Acre and Overflow Parking). *In 2015, the Board agreed to grandfather a few Members for their spaces at that time. This clause will continue to be honored but will be eliminated as those Members no longer need their allocations. These spaces cannot be transferred to any other Members.*
3. A Storage Assignment Form is available on the Club web site or at the KGC Office and must be filled out and submitted to the Office.
4. All stored boats, trailers, and RVs must display current license plates, state registration, and Unit number. Non-powered canoes, kayaks, etc., not requiring state registration must follow the same space allocation process.
5. Boats, trailers, RVs, etc., must be operational (no flat tires, wheels removed, on jacks, etc.) and may not be attached to trees, light poles, fences, etc.
6. Any vessel or vehicle stored or parked in violation of this By-Law, including but not limited to any vessel or vehicle whose Owner has not properly reserved or paid for the space, and all derelict boats, trailers, RVs, and other vehicles are subject to removal (at the Owner's expense), or any other legal remedy available to KGC. Violations will be identified by the SAC and given to the KGC office for action, including towing at the Owner's expense. Towing signs are posted. Warnings may be given prior to towing.
7. Only a storage box of the maximum size listed in the Rules, hose reel, steps, or ladder are permitted next to a boat.
8. All items stored in these areas are at their Owner's risk. KGC is not responsible for theft, fire, weather, parking, or any other damages, including damage due to moving the trailers.
9. Nothing may be stored that inhibits access to the Round Table Committee's storage pods.
10. Residents are encouraged to release their lot assignment if the space is no longer needed.
11. Each assignee is expected to help maintain the integrity of the storage area by:
  - a. Being part of the work details that maintain the facility and/or giving of their talent.
  - b. Assuming responsibility for maintaining their property and assigned space in a neat and respectable manner.
12. The SAC may move trailers as needed to create better use of the space or maintenance of the storage areas.
13. The SAC may terminate a space assignment for noncompliance or to meet other Club priorities.
14. Members cannot sublet or pass on their assigned space to circumvent the waiting list.
15. The SAC will be authorized to uphold the Storage Area Bylaws and Rules by submitting violations to the Manager for action.
16. Violations that may result in removal of the vehicle are listed in the Rules.

## **BY-LAW 13: APPLICATION FOR MEMBERSHIP OR TRANSFER OF MEMBERSHIP**

A. In order to maintain a community of congenial property Owners who are agreeable to abide by the “housing for older persons” restrictions and all other applicable restrictions contained in the Bylaws and Rules and Regulations of King’s Gate Club, Inc., the transfer of Ownership and/or occupancy of a mobile home (and the transfer of Ownership of a Membership certificate in the Club) shall be subject to the following conditions and those in Rule 18:

1. It shall be necessary for the Owner to notify the Board of Directors or its duly authorized officers, agent, committee, or park Manager, in writing of any sale, transfer of title, lease of a Unit, or other manner of transfer of possession of a Unit, and no such sale, transfer, lease, or other transfer of possession shall be valid and effective until the Board or its duly authorized officers, agent, committee, or park Manager shall have expressed its approval in writing.
2. Written application for such approval shall contain such information and supporting documentation as may be reasonably required in application forms promulgated by the Board of Directors, and the Board may charge such application fees as the Board shall deem appropriate, in accordance with Florida law. Such fees are listed in the Rules. The “supporting documentation” shall include such documentation as required by these Bylaws and the Rules; and at a minimum shall include a bona fide form of personal identification providing the name, birth date, and preferably a personal photograph, such as a current driver’s license or passport, suitable for photocopying..
3. The General Manager shall act as Agent for the Board of Directors and shall act on their behalf in reviewing and approving new applications for Membership and the transferring of Membership certificates.
4. The Club may conduct periodic age-verification surveys and/or request updated supporting documentation from the Members and other dwelling occupants to satisfy the Club’s “housing for older persons” record keeping obligations under Florida Law.

### **B. Approval Process.**

1. As part of the approval process, the applicant must submit an application for approval at least 30 days prior to closing/occupancy on such application form as approved by the Board of Directors.
2. A credit check and background check are required and will be completed upon payment by the applicant of the application fee set by the Board of Directors in compliance with current law, and listed in the Rules.
3. Applicant may not purchase or take possession of the share/Unit prior to approval. The Board of Directors or Manager has 30 days from the date a completed application is submitted, with fee, to approve or deny the application.
4. All approved applicants must submit to a personal or phone interview, and all approved applicants must sign a statement verifying that they have received, read, and will abide by, all By-Laws & Rules and other governing documents of the Club.

### **C. Disapproval of an application for Membership or transfer of Membership.**

Approval of the Cooperative shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct him(her)self in a manner inconsistent with the Cooperative Documents.
2. The person seeking approval (which shall include all proposed occupants) with a serious criminal conviction record that would impact the health and safety of Association residents, after review of the particular conviction in question. A serious conviction includes but is not limited to a recent conviction of a violent crime against a person; illegal drug manufacturing; or illegal drug dealing.
3. The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures, or bad debts.
4. The person seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner.
5. All assessments, fines and other charges against the Unit or the Unit Owners have not been paid in full, provided however, the Cooperative may grant approval subject to payment in full as a condition of the approval.

#### **BY-LAW 14: MEMBERSHIP CERTIFICATES AND CERTIFICATE TRANSFER**

##### **A. Membership Certificates.**

1. Membership Certificates shall be signed by the President and shall bear the corporate seal and shall be issued only to persons approved by an Agent of the Board of Directors. The Agent shall be the General Manager.
2. The Club shall have a lien on each Membership Certificate, which represents the Cooperative parcel, for any unpaid assessments plus interest against the Unit Owner of the Cooperative parcel. The Membership may be foreclosed by suit brought in the name of the Club in like manner as a foreclosure on a mortgage of real property pursuant to the Articles of Incorporation, Bylaws, and Club Rules and Regulations.
3. To transfer a Membership Certificate, the certificate Owners or guardians or personal representatives of their estates shall provide a written notice of such to the Board of Directors. It shall include the date of the proposed transfer, the name and address of the proposed transferee, and the number and names of current registered Owners of the certificate to be transferred. The notice, offer and application shall be signed by all of the Owners of the certificate, or guardians or personal representatives of their estate. No certificate may be transferred until charges assessed to it are paid.
4. The Board's (or its Agent's) acceptance or rejection and approval or disapproval of the proposed transferee shall be communicated to the offeror and applicant by certified mail and shall be deemed communicated upon posting in the United States mail. The offeror, applicant and the Board may by written agreement further extend any of the times stated for the performance of the acts contemplated in this provision. Copies of all instruments contemplated in this provision shall be made a part of the permanent record of the Club and kept at the office of the Corporation by the Club secretary.

**B. Certificate Register.**

Under the direction of the Board of Directors, the Secretary shall keep as a permanent record a certificate register showing the number of each outstanding certificate, when issued, to whom issued, the name and address of initial Owners, date of any and all transfers, names and addresses of any and all transferees and the name and address of current Owners. The register shall also show the issuance of a duplicate to replace a lost certificate, if such shall ever be the case.

**C. Lost Certificate.**

Any Owner claiming to have lost or destroyed his Membership certificate may advise the Board of Directors by written affidavit of such loss or destruction and be furnished a duplicate Membership Certificate, bearing the same number as the certificate lost or destroyed and being designated "duplicate certificate."

**D. Restriction on Number of Units Owned by a Member.**

1. Effective upon the adoption of the subsection, at no time shall title and Ownership of more than two Cooperative Units be vested in or held by the same natural person, individual or entity; provided, however, that this provision shall not apply to any institutional mortgagee acquiring title of multiple Units through foreclosure.
2. Any natural person, individual, or entity owning more than two Units at the time of adoption of this provision may continue to do so, but may not thereafter acquire an additional Unit or Units, until such time as that such person, individual, or entity complies with this provision.
3. "Entity" ownership, as used in this subsection, shall be subject to scrutiny by the Board of Directors to ensure that a natural person or individual is not a Member, agent, officer or trustee of any entity already owning two Cooperative Units. If so, that entity may be disqualified from Ownership of another Unit in the Cooperative. This provision does not apply to the Cooperative Corporation or any institutional mortgagee entity acquiring title to multiple Units through foreclosure.
4. The Board of Directors is authorized to determine whether or not in its judgment the proposed manner of ownership of a Cooperative Unit would violate this subsection.
5. Moreover, the Board of Directors is authorized to reject a proposed transfer of a Cooperative Unit if such transfer would, in the Board's judgment, jeopardize the Corporation's treatment as a residential Cooperative within the meaning of Florida Statutes Chapter 719 (The Cooperative Act) and/or the U.S. Internal Revenue Code.

**BY-LAW 15 SALE OF A UNIT**

**A. For Sale Procedure.**

1. The Owner/Seller must complete the "Owner's Notice to Sell" form at the Office.
2. Owner/Seller must obtain a New Members packet. This will ensure you have up-to-date information for your buyers.
3. The potential buyer must apply for Membership as noted in By-Law 13.A and the Rules.
4. There is a flyer holder outside the Office for the seller's flyers.
5. KGC requires at least 30 days' notice of your closing. This is to allow the Office to complete background checks and interview with the prospective new Member.



6. If the application is denied, the transfer shall not occur.

## **B. For Sale Signs in KGC**

1. See Rules for details.

## **BY-LAW 16: UNIT (HOME) REQUIREMENTS**

### **A. Unit (Home) Building Requirements.**

1. Each Unit must be of double or triple sections and contain a minimum of 960 square feet under roof. Porches with roofs that are part of new construction will count towards the minimum square feet standard. Conversely, any other attached structures (i.e. lanai, shed, etc.) will not count towards the minimum square feet standard.
2. Each Unit must have an attached garage or carport with a floor and a driveway at least twelve feet wide, made of concrete or professionally laid pavers, and must not have more than one driveway access to the street.
3. Utility and storage buildings must be a part of, and attached to, the carport or garage.
4. Each Unit, present and replacement, must have a concrete ribbon at least eight inches wide around the perimeter of the home, patio, planter boxes, and utility building for the purpose of lawn equipment use, except where shrubbery is planted. This includes new additions to present homes.
5. Skirting: All homes must have a rodent barrier skirting around the home.
6. No Unit or structure may be more than one story. The floor must be at the lowest level which would allow for a 48" crawl space and meet the county's flood zone height requirement. This is to avoid a "super high" home.

### **B. Setbacks.**

1. No structures are allowed in the required setback areas, with the exception that landscape planter boxes, walkways to an entrance door, and a driveway from carport or garage are allowed in the front 15-foot setback.
2. Placement of the Unit, (home or any building) along with any fixed structures other than flower boxes and landscaping borders must be as follows:

The closest part of the building to the road must be at least 15' from the edge of the pavement in the front of the building. If the building is on a corner, the building must be at least 10' from the side pavement. In both cases, this includes carports, sheds, and lanais. The building must also be at least 5' from the side and back unit boundary lines.

### **C. Exterior Alterations of a Unit or Site (See Rules).**

1. A new home and structural changes to the exterior dimensions of an existing home, carport, or garage area, requires a completed alteration request form submitted to the office. Final approval is obtained from the Board of Directors in conjunction with the General Manager.

2. Exterior alterations to an existing Unit without dimensional changes requires a completed alteration request form and approval from the Alterations Committee in conjunction with the Manager. Alteration requests submitted should have dimensional drawings and a photo, if applicable. Alteration requests can be submitted on the Club's web site or from paper documents obtained from the office. If the Alterations Committee approves the request; it is then sent to the Manager for approval. If the Alterations Committee or Manager disapproves the request the applicant can do one of the following:
  - a) Withdraw the application.
  - b) Alter the application to meet current governing documents.
  - c) Petition the Board for a variance. Any alteration variance request presented to the Board of Directors for approval must include a dimensional drawing and a photo of the area in question.
  - d) See the Rules for additional information regarding alterations.
3. The Member is responsible for all infrastructure costs incurred as a result of the modification.
4. Members are solely responsible to obtain any county permits and comply with county ordinances.
5. Downspouts, sump pumps or storm drains must not be connected to the Club sanitary sewer system. Alterations made without the Alterations Committee approval may be required to be removed and returned to the previous state at the Member's expense.
6. The primary storm water runoff system is composed of all roads, which lead to a series of swales and buried culverts that run into the pond, and ultimately into Salt Creek. All Home Sites were originally designed to slope toward the streets to facilitate drainage. If a Homeowner desires to increase his/her site drainage capability, the Club Manager and appropriate committee Members are available to discuss the matter and make recommendations to help alleviate any problem. However, it is the Owner's responsibility to pay for any construction or modification costs and cannot adversely cause damage to neighbors or common elements.
7. Landscaping does not require an Alteration Request. However, the intention for landscaping is for green grass and decorative flora.

**BY-LAW 17: MAINTENANCE OF THE EXTERNAL APPEARANCE OF A HOMESITE**

Maintenance: Responsibility for the maintenance, repair and replacement of the Cooperative property will be as follows:

- A. **Units.** The maintenance of the Units is the responsibility of the Unit Owner, except services provided by the Corporation.
  1. The Club is responsible for mowing, edging, and fertilizing all areas covered with grass and reachable with power mowers or string type trimmers.

2. The Member is responsible for flower boxes, planters, trees and all ground plantings on his Unit. The Member must remove weeds and non-planted growth. Any weed growth that protrudes above the top edge of a containment area must not be visible from the street. All planted shrubbery must be trimmed to a height not exceeding triple the width of the containment area. This does not apply to trees which are provided for below. Trellises with vines attached to the home must not be taller than the house.
  3. The Member is responsible to remove noticeable mildew stains on the home walls, roof, lampposts, building fascia, and plant growth in the rain gutters.
- B. Common Area.** The maintenance, repair and replacement of the common area and their components, and any alterations, additions or improvements thereto shall be the responsibility of the Corporation.
- C. Access.** To facilitate and carry out the obligations of the Corporation for maintenance, repair and replacement of common areas as set forth herein, the Corporation shall have the irrevocable right of access to each Unit from time-to-time during reasonable hours as may be necessary to perform its maintenance, repairs or replacement duties, or for making emergency repairs therein necessary to prevent damage to the common areas or to another Unit or Units.
- D. Liability for damages, loss or injury within Unit boundaries.** Unit Owners shall be responsible for any and all costs, damages or liability that might arise as a result of damage or loss to any property occurring within or about the boundary of a Unit, or any injury to any person occurring within or about the boundary of a Unit. In the event of any damage or loss to any property occurring within or about the boundary of a Unit, or any injury to any person occurring within or about the boundary of a Unit, which damage, loss or injury is caused by the Unit Owner's improper maintenance, lack of maintenance or other negligence, the Unit Owner expressly releases and agrees to hold harmless and indemnify the Corporation, the Board of Directors, Corporation agents and employees, and other Unit Owners against any and all claims for such damage, loss or injury.
- E. Carports:**
1. Carports must be maintained in a neat, orderly, and uncluttered condition at all times. Items which may not be stored under a carport can be found in the Rules.
  2. To reduce the possibility of items becoming flying objects, all loose items such as patio furniture, tables, planters, etc. must be removed and stored whenever the residence is going to be unoccupied for a prolonged period (example: seasonal residents who will not be in KGC during hurricane season). If a storm is imminent all homes must secure all possible projectiles, meaning anything not anchored or cannot be moved by the average person. If a hurricane is imminent, any projectile items left on site could be removed and discarded by the HDEM committee.
- F. Construction projects:** at a home site should have an estimated completion date. Items That should not be stored for long periods are detailed in the Rules.
- G. Landscaping.**
1. All of the Unit site not covered by structure, driveway, planter or other improvement should be planted with grass, trees, shrubs or other forms of vegetation. Stones or similar products (not pavers) may be used in lieu of grass as long as the stones are "bordered" to prevent spillage onto Club streets. No stones nor any form of landscaping may be used to expand homesite parking.

2. Nothing should be planted on the swales. They need to be kept open to allow water to flow. Trees and/or bushes in the swales were removed in the summer of 2002 as drains were replaced. Anything left along the edges of the swales were left at the request of the abutters. There may be cases where these trees or bushes are in the swale area, but since they do not impede the flow of water, they were left as the responsibility of the abutter. Over the years, residents have planted bushes and trees, or even built structures outside their Unit boundaries. If deemed by the Board of Directors to interfere with maintenance, drainage, or cause danger, they will be removed at the Owner's expense.
3. County rights-of-way behind homes: The Club continues to be willing to mow these areas, but the Club is not responsible for the maintenance of trees and shrubs because they don't benefit the community as a whole. At some point, the County of Sarasota may want to remove plantings growing in their right-of-way. The Club will allow the plantings as long as they look nice and do not interfere with the mowing. If these plantings are not cared for and/or interfere with mowing, then the Owner will be in violation. If they were planted by a Unit Owner, it is the Club's position that the current Owner of that Unit is responsible for the cost of removing them. If a conflict does occur, the final determination will be made by the Board of Directors. There are a few exceptions. The Club planted some vegetation, palms and shrubs, in a few swale and cul-de-sac areas to improve the appearance of the Club. These plantings will continue to be maintained by the Club and their future removal is the responsibility of the Club. If there are any questions, we recommend that the potential buyers walk the property with the General Manager to determine if anything has been placed outside the Unit's boundaries by the previous Owner.
4. Watering: Use of water for watering of lawns or shrubbery is always subject to County or municipal restrictions. Members are not allowed to use KGC water for an in-ground or portable sprinkler system for lawns. Only hand sprinkling is permissible. Additional regulations for landscaping use of KGC water is listed in the Rules.
5. Water sources for landscaping: Members are allowed to drill their own wells, pump from Cow Pen Slough, or the retention pond. An Exterior Alterations Form must be submitted and approved.
6. Trees:
  1. The Club is responsible to trim and maintain all trees and shrubbery on common grounds.
  2. The Member is responsible to trim all trees and shrubbery on their Home Site, including all the "right of ways" that abut the Home Site. Dead trees and bushes must be removed by the Member as soon as possible to prevent the spread of disease.
  3. All large spreading and/or tall trees (pineapple palms, scrub oaks, Norfolk Island pines, fruit trees, etc.) must be kept trimmed by the Member to prevent fronds, limbs, etc. from touching a neighbor's home, encroaching on, or obstructing visibility to road traffic, or hanging low enough to prevent mowing around the base of the tree.
  4. All trees must be trimmed by the Member to remove dying fronds, branches and seed pods.
  5. Trees on the State of Florida list of invasive non-native species must not be planted. Any tree of this type presently located on a Home Site shall be prevented by the Member from having uncontrolled growth and spreading of seeds to other areas.
  6. Members are encouraged to have a palm tree in front of their Unit.

## **H. Signs, Flags, and Banners.**

For specifics on size, dimensions, and location limitations, see the Rules.

1. A sign displaying the resident's name and address may be installed on the Unit, utility shed, lamp post or in the landscaping.
2. A contractor sign of standard size may be put on the lawn for the duration of the contract.
3. Flags and banners may be flown on appropriate approved flag poles.
4. Only a KGC-approved "For Sale" sign may be displayed at a Unit. These signs can be obtained from the KGC Office. Any unauthorized "For Sale" signs will be removed by KGC without notice. See the Rules.

## **I. Clotheslines.**

A five-foot radius umbrella-type clothesline may be installed but must be collapsed and stored out of sight when not in use. A retractable-type line may be used if recoiled and posts removed when not in use. Neither may be placed on the street side of the house.

## **J. Mailboxes.**

1. Each Unit Owner will maintain their mailbox.
2. Mailboxes and posts shall conform to the style, size and construction specified by King's Gate Club.
3. Only the Unit number will be displayed and located on the front of the mailbox. The Unit number will be white and 1 ½ inches in height. Names, decals, reflectors, rain gauges and various other objects are not permitted on the mailbox or posts. Holiday decorations are permitted during the holiday's season.
4. Replacement mailboxes and posts must be purchased through the office.

## **BY-LAW 18: HOME USAGE**

### **A. Rental Units.**

1. **Unit Registration:** If a home is offered for rent, it must be registered at the Club office as a rental home. See the Rules.
2. Members renting their homes must provide the prospective renter with the Rental Application Packet. This packet includes the following:
  - a. Application for Rental,
  - b. One criminal background check form per occupant for the first-time renters. First time renters are defined as persons who have not rented at King's Gate Club in the previous 36 months. The beginning date of the 36-month time period is the date of the commencement of the rental term.
  - c. A copy of King's Gate Club Rules and Regulations.

The completed application and criminal background check form for each occupant for first time renters must be delivered to the King's Gate Club Office a minimum of 14 days before the intended date of occupancy.

3. The Unit Owner will be billed for the background check for each renter at the prevailing cost to King's Gate Club, within the limits allowed by law. Homes shall not be rented for less than one (1) month. King's Gate Club shall notify a Member if the prospective Renter is not approved.
4. **Upon Acceptance:**
  - a. Renters must register at the Club office immediately upon arrival and obtain their renter's name tags. If the Club office is closed, the renter shall register on the next business day.
  - b. Each renter shall conform to age requirements in Article 2 of the Articles of Incorporation.
  - c. Owner of rental property (Member) is responsible for the renter's compliance with the Club's Rules and Regulations.

- d. An Owner who violates the Rules and Regulations contained in this section shall be subject to a fine, in addition to any other legal and equitable remedies available to the Club.

**B. Loaned Home.**

1. Definition: A loaned home is one where Individuals are occupying a home in the absence of an Owner.
2. Occupants must have a background check completed at least 14 days prior to arrival. These individuals will have the rights of a Guest and are subject to the Guest restrictions.  
See the Rules.

**BY-LAW 19: VEHICLES**

**A. Vehicle Use Within KGC.**

1. Passenger vehicles must have a current license plate and display a Club-issued RFID, sticker, or guest parking pass.
2. Speed limit in KGC is 20 mph
3. Stored RVs and boat/utility trailers must display the Member's Unit number for notification purposes.
4. Golf carts must display an Affixed Unit Number for notification purpose.
5. Vehicle and Golf Cart Operators must adhere to minimum age requirements specified in Florida State Laws.
6. Vehicles that create a noise disturbance are restricted to travel to and from the nearest exit at idle speed or at a speed of 20 MPH or less that produces the least noise.
7. Vehicle repairs at the Home Site are limited to 24 hours in duration and must not create an eyesore or noise disturbance. Contact the Manager if a longer repair duration is required.
8. No vehicle fluid changes (oil, etc.) may be done at the Home Site.
9. Boat and boat trailers must be washed in the 5-Acre area.

**B. Vehicle Parking Within KGC.**

1. Vehicles other than golf carts must not drive or park on Unit lawns or grassy areas, without Management or Board Approval.
2. Vehicles including golf carts must not park on any sidewalk.
3. Golf carts use must not leave rutting or damage the grassy areas.
4. Golf carts must not be parked on the grass overnight.
5. Vehicles must not create a hazard for passenger/emergency vehicles or pedestrian traffic.
6. Overnight street parking is prohibited.
7. RVs and boat/utility trailers may be parked on the driveway overnight for loading/unloading purposes only.
8. Vehicles, Boats/Trailers, RVs cannot protrude past the driveway into the roadway.
9. Construction trailers involved in on-going construction projects may be parked in Member's driveway for one week. Contact the Manager if a longer parking of construction trailers is required.