

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

**As Amended at the Annual Membership Meeting  
February 20, 2017**

Article I – NAME, STATUS, AND PURPOSE

Section 1: NAME

The Corporation shall be known as the FLORIDA SKP CO-OP, Inc. and shall be referred to herein as the FLORIDA SKP CO-OP.

Section 2: ORGANIZATIONAL STATUS

The FLORIDA SKP CO-OP is a not-for-profit corporation organized under the laws of the State of Florida.

Section 3: PURPOSE

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

Section 4: RESORT

The property owned by the FLORIDA SKP CO-OP, located east of Zolfo Springs on State Road 64 in Hardee County shall be known as the FLORIDA SKP RESORT and shall be referred to herein as the Resort.

Article II – MEMBERSHIP AND MEETINGS

Section 1: MEMBERSHIP AND MEMBERSHIP DEFINITION

- A. The term “Member” as used herein is defined as one or two adults living or traveling together in one RV on a continuing basis, which have entered into a membership agreement for one site in the resort, with the FLORIDA SKP CO-OP. Children, siblings, caregivers or anyone who may be living with a member, cannot be added to the Membership Agreement unless they meet the requirements of either 1 or 2 below:
1. They have been offered a membership as the result of the Waiting List process.
  2. They are married to or could be lawfully married to the member on the membership agreement and they have been on the Waiting List for a minimum period of two years. Any person added to a membership under the provisions of 2 above shall be maintained on the Waiting List and prohibited from using said provisions to add another person to their membership until progressing to position number one on the list.
- B. The term “Entire Membership” as used herein in any Section pertaining to quorums or votes means all memberships in the FLORIDA SKP CO-OP on the date of the meeting for which a quorum is being determined or at which a vote is being taken.

## Section 2: MEETINGS

- A. There shall be an annual meeting of the membership of the FLORIDA SKP CO-OP.
- B. Such annual FLORIDA SKP CO-OP meeting shall be held on the first Monday following the fifteenth of February for that calendar year.
- C. Due to unforeseen circumstances, meetings as outlined in “B” above may be re-scheduled by the Board of Directors upon prior notice to all members.
- D. Twenty (20) memberships may file a petition with the Board of Directors to call for a special membership meeting.
  - 1. Such meeting may be called to amend the by-laws and/or standing rules or to remove a Director(s) from the Board of Directors. No such meeting shall be scheduled between April 30 and November 1.
  - 2. A petition shall contain the proposed amendment or other action in writing together with the list of valid member signatures.
  - 3. Upon receiving a valid petition for a special membership meeting, the Board of Directors shall call for and schedule a special meeting of the membership within ten (10) business days in accordance with the prior notice provision.
  - 4. The subject of a petition for a special membership meeting may be filed once between annual meetings of the membership.
- E. All meetings shall be conducted in accordance with ROBERTS RULES OF ORDER, NEWLY REVISED, most current edition. Conflicts will be resolved in favor of the Articles of Incorporation or By-Laws of the FLORIDA SKP CO-OP or Florida statutes.
- F.
  - 1. A quorum shall be present to do business.
  - 2. A quorum shall be defined as a majority of the entire membership.
  - 3. A quorum shall be determined by counting the members present plus valid proxies.
  - 4. If prior notice is given of a special meeting to act on a proposal, then, members present, plus valid proxies and absentee ballots shall be counted to determine a quorum.
- G. The Board of Directors may call a special membership meeting with prior notice at its discretion.
- H.
  - 1. If a membership is terminated during the 35-day period between the mail-out and vote, any ballot submitted by such terminated membership must be disregarded.
  - 2. If a membership commences during the 35-day period between the mail-out and vote, the new member, upon completion of a signed waiver of the 35-day notice of the vote, shall receive a ballot and may exercise the right to vote.
- I. NOTICE BY ELECTRONIC MAIL
  - 1. Any meeting notice or information required to be given to members may be given by electronic mail to any member who has consented to such methods of delivery in writing. Consent may be

withdrawn in writing or by electronic mail at any time but such withdrawal shall not affect the validity of a notice or material already sent.

### Section 3: MEMBERSHIP REQUIREMENTS

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

### Section 4: MEMBER RESPONSIBILITIES

- A. Members shall not attempt to impose personal preferences on other members or management.
- B. Member shall maintain assigned site in such a manner that it will be a source of pride to the FLORIDA SKP CO-OP, as defined in the Standing Rules.
- C. Member shall share knowledge, labor and time towards the betterment of the FLORIDA SKP CO-OP and shall serve on committees and Board of Directors as needed.
- D. Member is responsible for the actions of, and for any damages done by, persons living in his/her or their RV.
- E. Member is responsible for the actions of his/her or their guest, and financially responsible for any damages or bills owed to the FLORIDA SKP CO-OP.
- F. Member is responsible for the actions of and any damages caused by his/her or their pets, and shall agree to abide by the Standing Rules in regard to the control and care of their pets.
- G. Member is responsible for prompt payment of utility billings and maintenance fees when due.
- H. Member is responsible for prompt payment of fees and fines levied by the Board of Directors and assessments approved by the membership of the FLORIDA SKP CO-OP.
- I. In instances where a member is delinquent (past 30 days) in payment of maintenance fees, fines, utilities and/or taxes, he/she will be charged an additional 1½ percent per month. Not to exceed 18 percent annually. To the extent interchange hereunder exceeds the legal permitted interest rate; the interchange hereunder shall be reduced to the legal rate.

### Section 5: RIGHTS AND PRIVILEGES

- A. Members have the right to request amendments or changes to the By-Laws, or Standing Rules and to vote on amendments or changes.
- B. A member has the right to hold any office, to attend general membership meetings and to attend Board of Directors' meetings.
- C. No member shall have the right to sell, give, will, or in any manner transfer his membership interest to any other person or persons other than the FLORIDA SKP CO-OP.
- D. No member has the right to pledge his membership interest as security for a loan, debt, or obligation.
- E. A member has the right to vote as provided in the By-Laws.
- F. A member has the right to have a hearing before the Board of Directors if fees or fines are disputed.
- G. As a last resort, if a member or the Board of Directors cannot come to a resolution of a dispute; they may consider outside arbitration in accordance with Florida Statutes.

### Article III – ASSESSMENTS, FEES AND FINES

#### Section 1: DEFINITIONS OF TERMS

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

#### Section 2: METHOD OF IMPOSITION

- A. Assessments shall be equally divided among all members, and shall require an affirmative 2/3 majority vote of the entire membership after proper notification.
- B. Fees shall be established by the Board of Directors.
- C. Fines shall be imposed by the Board of Directors.

### Article IV – MEMBERSHIP TERMINATION

#### Section 1: CAUSES

- A. Any member may withdraw from membership voluntarily.

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

## Section 2: PROCEDURE FOR INVOLUNTARY TERMINATION

- A. Members must be notified in writing by the Board of Directors:
  - 1. Stating the nature of the infraction.
  - 2. Stating the actions which the member is entitled to take.
  - 3. Stating a date not less than ten (10) days from the date of the notification by which the member must respond.
  - 4. This notification must state that failure to respond will result in termination.
  - 5. This notification must be delivered to the member by two members of the Board of Directors or by Certified, Return Receipt mail.
- B. The member may request a hearing before the Grievance Committee, but is not required to do so. Such request must be made in writing within ten (10) days after the notification has been received by the member.
- C. If the Grievance Committee, working with all parties cannot resolve the problem within ten (10) days of the request for a hearing then (except for a grievance between the Board of Directors and a member):
  - 1. The member may request a hearing before the Board of Directors.
  - 2. The request for a meeting with the Board of Directors must be made in writing.
  - 3. This request must be made within ten (10) days from the date of completion of the hearing with the Grievance Committee.
- D. If the member is not satisfied with the decision of the Board of Directors, or if the grievance is between the Board of Directors and a member, the member may request in writing a hearing before a properly called meeting of the entire membership. Such request must be made within ten (10) days after the meeting with the Board of Directors. A two-thirds (2/3) vote of the entire membership is required to approve the termination.
- E. When a final decision to terminate has been made pursuant to this procedure, the Board of Directors shall order the termination, and notify the member of the specific date of termination.

### Section 3: COMPENSATION

- A. Upon termination of membership whether voluntary or mandatory, the property held by such member under a membership agreement shall revert to the FLORIDA SKP CO-OP. Upon the release, assignment, and receipt of payment for said membership, the FLORIDA SKP CO-OP shall compensate the terminated member or his/her estate in the case of death as set forth in Article IV, Section 1. B., up to, but not to exceed, the total value of his/her original investment, assessments and improvements, less depreciation where applicable, in accordance with the rules of appraisal contained in the Standing Rules.
  - 1. In the event of the member or members' death, refer to the P.O.D. (Pay on Death) document in the members' file. If there is no P.O.D., the estate of said member or members shall be compensated.
- B. Any assessments, fees, fines, or any other money due to the FLORIDA SKP CO-OP for damages to FLORIDA SKP CO-OP property or site of another member, or any obligation of a guest of the terminating member, shall be deducted from the amount due to the terminated member.
- C. Compensation due because of termination shall be paid within ten (10) business days after membership reassignment and payment in full by the new holders of the membership and funds have been credited to the FLORIDA SKP CO-OP account.
- D. Compensation will be paid by check, payable to both members, e.g., John Doe and Mary Doe, unless the membership is for a single individual. In the event of a divorce, the check will still be made payable to both individuals, as above, unless one of the individuals has furnished a document signed and notarized by an authorized officer of a court of law authorizing payment to the individual. Document must contain the name of the court, date of decision, time and place of recording the settlement.

## Article V – FLORIDA SKP CO-OP GOVERNMENT

### Section 1: BOARD OF DIRECTORS

- A. The size of the Board of Directors shall be seven (7).
- B. All terms of members of the Board of Directors shall be for two years; four (4) shall be elected in Even number years and three (3) in odd numbered years.
- C. Directors do not need to be residents of the State of Florida, but do need to be members in good standing of the FLORIDA SKP CO-OP.
- D. A Director may be removed from the Board of Directors by a majority vote of the entire membership.
- E. A Director may resign from his or her office.
- F. Vacancies may be filled by a majority vote of the Board of Directors to serve until the next election of the Board of Directors. The member elected at the annual meeting will serve the remainder of the unexpired term.

- G. Board of Directors shall serve without compensation.
- H. Membership of the Board of Directors shall be limited to one (1) person per membership.
- I. Directors may not serve more than two (2) consecutive terms. Members appointed to fill unexpired vacancies shall be considered to have served a full term if the time of service is greater than one (1) year.

## Section 2: DUTIES AND RESPONSIBILITIES

- A. The Board of Directors shall manage the business affairs of the FLORIDA SKP CO-OP. To ensure continuity in FLORIDA SKP CO-OP affairs, all legal business or conferences and/or negotiations with the various governments, and all financial transactions and/or negotiations involving more than the amount specified in the Standing Rules shall be conducted with more than one Director present.
- B. Each member of the Board of Directors shall have one vote on any question of operation, management, improvements, purchases, legal, financial, or governmental matters.
- C. The Board of Directors shall elect the officers of the Board of Directors after each meeting of the membership where Directors are elected.
- D. The Board of Directors shall appoint or hire, at the Board of Directors' discretion, park attendants and other staff as required for the operations of the Resort.
  - 1. The park attendants shall receive their instructions from and shall report only to one member of the Board of Directors for the operation of the Resort.
  - 2. The park attendants of the Resort shall not serve on the Board of Directors.
- E. The Board of Directors shall appoint members to the standing committees per Article VII and may appoint special committees as deemed necessary.
- F. The Board of Directors shall adopt a certificate of membership to be presented to each member who has a fully paid membership interest in the FLORIDA SKP CO-OP. This certificate must be surrendered upon termination.
- G. The Board of Directors shall monitor the total occupancy of the sites and its effect on the use of the amenities of the Resort including water, sewage, clubhouse, swimming pool, laundry, and bath houses. If usage presents a problem, the Board of Directors shall propose to the membership an amendment to the By-Laws to limit occupancy.
- H. The FLORIDA SKP CO-OP records will be maintained in the Resort office and be made available to any member by appointment during normal business hours.
- I. In order to administer the affairs of the FLORIDA SKP CO-OP in an effective and legal manner during the summer months, usually from April 30 through November 1, the Board of Directors may appoint an executive committee composed of not less than three members of the Board of Directors. An executive committee shall have the power to administer only the routine affairs of the FLORIDA SKP CO-OP in accordance with the standing rules and Board of Directors' administrative actions.

An executive committee may temporarily suspend the standing rules only when there is a clear and present emergency which threatens the FLORIDA SKP CO-OP and whose resolution cannot wait

for a meeting of the full Board of Directors or the membership. An executive committee shall inform the full Board of Directors by mail of its actions as they occur. All business transacted by an executive committee shall be reported to the Board of Directors at its next meeting.

- J. The Board of Directors shall not have the power or authority to pledge the good faith and credit of the FLORIDA SKP CO-OP without an affirmative two-thirds (2/3) vote of the entire membership.
- K. The monies held in the reserve fund can only be used for its intended purpose, i.e. a reserve to repair/replace existing facilities. This fund cannot be used for capital improvements or expansion of the Resort or its facilities. Likewise, moneys in the contingency fund can only be used for its intended purpose, i.e. financing critical or emergency actions the Board of Directors must take for the operation of the Resort for which no reserve funds are available. This fund cannot be used for capital improvements or expansion of the Resort or its facilities. Also, moneys obtained by fees (annual dues) can only be used for current operating expenses and cannot be used for capital improvements or expansion of our resort or its facilities.
- L. The Annual Budget shall be prepared by the Finance Committee and submitted to the Board of Directors for their approval no later than December 5 of each year.
- M. At the conclusion of the fiscal year, any surplus funds from the operation of the FLORIDA SKP CO-OP shall be applied as a credit, pro-rated to the following fiscal year's maintenance fee (membership dues).

### Section 3: NOMINATIONS AND ELECTIONS

- A. The Board of Directors shall in accordance with FAC 61B-75.005(3) and FAC 61B-75.005(10), appoint a Search Committee of not less than three (3) members. The committee should make every effort to assure a sufficient number of qualified candidates for the Board of Directors. Members of this Search Committee shall also serve as the Elections Committee. The Search Committee and by extension, the Elections Committee membership shall not include any of the following persons or their spouses or other person sharing a membership with them:
  - 1. Current Board Members
  - 2. Officers
  - 3. Candidates for the Board
- B. In accordance with FAC 61B-75.005(5) any member desiring to be a candidate for the Board of Directors may nominate themselves by giving written notice to the secretary not less than 40 days before a scheduled election. If elected, the member will be expected to attend the Board of Directors meetings between November 1 and April 30.
- C. Any eligible member may vote for candidates for the Board of Directors by written ballot which may be mailed or otherwise returned to the co-op. The ballot, instructions, and return procedures will be included in the mail out for the Annual Meeting.
- D. Candidates receiving the highest number of votes, in declining order, shall be elected first, to fill available seats for two (2) year terms and secondly to fill any mid-term vacancies.

### Section 4: MEETINGS



- A. Regular Meetings
  - 1. The Board of Directors shall meet within twenty-four hours after the end of the annual election meeting for the purpose of electing officers.
  - 2. The Board of Directors shall meet two (2) or more times each year.
    - a. Dates are at the discretion of the Board of Directors.
    - b. The Board of Directors shall hold executive sessions only for
      - 1. The purpose of electing officers of the Board of Directors per Article V, Section 4, Paragraph A1.
      - 2. The purpose of discussing personnel matters and proposed or pending litigation.
    - c. The Board of Directors shall not take action on any business while in executive session except as defined in Paragraph 2. b.1. above.
- B. Special meetings
  - 1. A special meeting of the Board of Directors may be called by any member of the Board of Directors and approved by any two or more other Directors.
  - 2. The time and place of a special meeting shall be determined by the Board of Directors.
- C. Notification of meetings
  - 1. Special meetings shall require that prior written notice be given to each Director as to the time and place of each Board of Directors' meeting. Such notice shall be given by personal delivery, first-class mail or telegram. Such notice shall also state the purpose of the meeting.
  - 2. In the case of special meetings held at the Resort, notice shall be posted publicly at least two (2) days prior to the scheduled meeting.
  - 3. Notice of a called meeting need not be given to any Director who signs a waiver of prior notice, either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the time and place of the meeting, or the manner in which it has been called, except when a Director states any such objections at the start of a meeting.
  - 4. Notice by electronic mail. Any notice required to be given Directors may be given by electronic mail to any Director who has consented to such method of delivery in writing. Consent may be withdrawn in writing or by electronic mail at any time but such withdrawal shall not affect the validity of a notice already sent.
- D. A majority of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors, and shall continue through until adjournment.
- E. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of the time and place scheduled for any such meeting shall be given to any Directors who were not present at the time of adjournment.

- F. Board of Directors may attend meetings by conference call as provided by 719.106(1) (b)(5)F.S.

#### Section 5: ELECTION OF OFFICERS

- A. The Board of Directors shall elect: President, Vice President, Secretary, Treasurer, Assistant Treasurer, and any other officer the Board of Directors may decide. Elected Board of Directors members will be expected to serve as officers to the Board of Directors as needed. No Board of Directors member shall be required to hold more than one officer position.
- B. An officer may resign or be dismissed by majority vote of the Board of Directors.
- C. Any vacancy of an office will be filled by the Board of Directors for the remainder of that term of office.
- D. All officers of the FLORIDA SKP CO-OP shall be members of the Board of Directors.

#### Section 6: DUTIES OF OFFICERS AND/OR BOARD MEMBERS

- A. PRESIDENT – Preside at all meetings of the FLORIDA SKP CO-OP, assign duties, co-ordinate and represent the FLORIDA SKP CO-OP with the SKP National Organization as is required.
- B. VICE PRESIDENT – Preside at meetings of the FLORIDA SKP CO-OP in the absence of the President.
- C. SECRETARY – Take minutes of the meetings, keep record of all meetings in corporate minute book, file State and Federal reports as required, distribute copies of minutes to Board of Directors' members, issue Certificates of Membership to fully paid members, do all general secretarial duties of the Board of Directors and shall be the official custodian of the Corporate Records and Seal.
- D. TREASURER –
  - 1. Receive and hold all monies of the corporation.
  - 2. Maintain financial records in accordance with generally accepted accounting practice.
  - 3. Provide a copy of the closing financial statement for the previous fiscal year at the annual meeting, and provide other financial statements as requested by the Board of Directors.
  - 4. Conduct the office of the Treasurer in accordance with procedures set forth by the Board of Directors.
- E. ASSISTANT TREASURER – Assist in the bookkeeping and record keeping, learning all aspects of the position of Treasurer and perform the duties of Treasurer on the occasion of the Treasurer's inability to serve.
- F. BOARD OF DIRECTORS' MEMBERS AT LARGE – Assist where needed.
- G. DUTY OF ALL OUTGOING BOARD MEMBERS AND/OR OFFICERS
  - 1. The duty of all outgoing Board of Directors members shall be to act as consultants to their replacements for not more than a thirty (30) day period (or less if deemed appropriate by the newly elected member to the Board position.) During such period the outgoing Board Member shall no longer have a vote or input to the then active Board of Directors.

2. The outgoing Secretary shall be responsible for “Minutes” of the annual meeting at which he/she last sits as active holder of that position. Incoming Secretary shall assist with the help of the secretarial pool.

#### Article VI - INDEMNIFICATIONS

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

#### Article VII – COMMITTEES AND ORGANIZATIONS

##### Section 1: STANDING RULES AND DUTIES

- A. Grievance  
Purpose: Arbitrate disputes that may arise between members of the FLORIDA SKP CO-OP or between members and the FLORIDA SKP CO-OP.
- B. Zoning  
Purpose: Set guidelines, give directions on construction and improvements of sites, issue FLORIDA SKP CO-OP permits and obtain county permits where necessary.
- C. Landscaping  
Purpose: To Control and maintain the variety of vegetation in the common areas and to advise members as to plantings in the Resort.
- D. Appraisal  
Purpose: Determine the appraised value of member’s site.
- E. Standing Rules  
Purpose: Propose operational procedures for Resort management.
- F. By-Laws  
Purpose: Propose amendments to the By-Laws.
- G. Waiting List  
Purpose: To maintain the waiting list, FLORIDA SKP CO-OP member site exchange and transfer of membership.
- H. Storage Committee: Manage the storage of the Resort.

## Section 2: AUXILIARY ORGANIZATIONS

- A. The Board of Directors may establish auxiliary organizations for such purposes as the promotion of hobby interests, social and recreational life, and fund raising.
- B. Auxiliary organizations operate under the jurisdiction of the FLORIDA SKP CO-OP Board of Directors. The pursuit of the purpose of an auxiliary organization shall not obligate the FLORIDA SKP CO-OP in any way.
- C. Governing documents of auxiliary organizations shall be consistent with the FLORIDA SKP COOP By-laws and Standing Rules.

## Article VIII - AMENDMENTS

### Section 1: GENERAL

- A. Amendments and/or additions to these by-laws may be made in accordance with the “Articles of Incorporation” of the FLORIDA SKP CO-OP in a manner consistent with 719.106(1) (h)F.S.
- B. Amendments to these by-laws shall require prior notice. Prior notice shall be construed to mean at least thirty-five (35) days. The Board of Directors shall obtain a proof of the mailing date such as post-mark.
- C.
  - 1. Twenty (20) members may file a petition with the Board of Directors to place a proposed amendment(s) to the By-laws on the Agenda (or Orders of the Day) for the Annual Membership Meeting. The petitioners shall submit the petition to the Board of Directors at least sixty (60) days prior to the Annual Meeting.
  - 2. A petition shall contain the proposed amendment(s) in writing together with the list of valid member signatures.

### Section 2: STANDING RULES

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

### Section 3: BY-LAWS

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

#### Article IX - DISSOLUTION

##### Section 1: IMPLEMENTATION

The dissolution of the FLORIDA SKP CO-OP shall be implemented in accordance with state corporation law governing not for profit corporations and shall include but not be limited to the following:

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