

# KPW SERVICE ASSOCIATION INC.

## BY LAWS

These By Laws shall govern the operation of the KPW Service Association, Inc. hereafter referred to as the Association.

Updated and Member Approved

January 7, 2015

## ARTICLE I

### THE ASSOCIATION DEFINED

1. The Association shall consist of
  - A. Members under the Annual Service Agreement
  - B. Employees
  - C. Officers and Directors (who must also be members)
2. The address of the Association is 1902 Clubhouse Drive, Suite C, Sun City Center, FL 33573.
3. The Association shall provide service to the Members in accord with the Annual Service Agreement (Agreement) selected by each Member.
4. The objective for the Association is to provide services that are economical, convenient, fair and desired by the Members.
5. Membership in the Association shall be limited to owners and residents of Kings Point, Sun City Center, FL.
6. The Association is a not for profit corporation. It is a cooperative business operated for the benefit of its members. It is subject to the laws of the State of Florida.
7. The contractor/s providing service for KPW shall be provided with these By Laws, and the service contract/s shall be written to be consistent with the By Laws, Board policies and Board directives.

## ARTICLE II

### THE ASSOCIATION MEMBERS

1. Each homeowner shall be accepted to membership after
  - A. Completing an Annual Service Agreement Form provided by the Association.
  - B. Payment of initial fees that include equipment inspection, equitable share of Association reserve funds, and the annual service fee prorated for the remainder of the initial fiscal year.
2. The Annual Service agreement forms shall specify the specific appliances that are covered by the agreement, and the limits of service.
3. To retain membership, each member must submit the membership renewal form provided by the Association.
4. At the annual renewal, Members are free to select from the scope of service offered. This is subject to an initial inspection that may be required if additional appliances are to be covered.
5. Renewals are due by the end of the contract term. A late renewal will be subject to a late fee and possibly a re-inspection fee. If a re-inspection fee is required, the equipment must pass the inspection for the member to renew the contract. A membership that has lapsed for more than 6 months must apply as a new member and will be subject to all new member fees.
6. After a home sale, membership in the Association may be transferred to a new homeowner for the duration of the existing Annual Service Agreement upon payment of the transfer fee.

## ARTICLE III

### ASSOCIATION EMPLOYEES

The Board shall be responsible to draft, maintain and implement all policies related to employee responsibilities, duties and operating activities. Under the direction of the Board the General Manager will be responsible for day to day operations in compliance with the Bylaws, Board established policies and Board directives.

## ARTICLE IV

### BOARD OF DIRECTORS

1. The business of the Association shall be governed and managed by a Board of Directors (Board) consisting of seven members. The officers of the Board shall be elected by the Board from its members.
2. Any Association or Board member may recommend a member for consideration to be added to the Board in the event of a vacancy. Upon such recommendation, the Board shall establish that the recommended person is an Association member in good standing, obtain a resume to establish experience, and determine willingness to serve. After a candidate is vetted, they shall be listed for potential selection at the next available opening. Should there be no candidates on the available list; the President may establish a Nominating Committee to seek available candidates.
3. The President of the Association shall select each new Board member from this list. The selection shall be ratified by Board vote.
4. The President shall review the performance of each Board member in October each year. After the review, the President shall announce retention or termination to the Board. Also, the President may remove a Board member for misbehavior or refusal to participate at any time which will be subject for approval at the next Board meeting.
5. A Director may resign at any time by providing written notice to the Secretary and/or President. Such resignation will be effective as stated in the notice, or sooner as established by the remaining Board. Resignation of a Director is assumed when the residence is sold, unless the Director has purchased another home within Kings Point.
6. Regular meetings of the Board shall be held the second Tuesday of each month except for June, July and August. Other meetings may be requested by the Association President or Association Office Manager.
7. Other meetings of the Board, should they be necessary, shall be announced at least two days in advance so that all members have an opportunity to attend. A meeting shall not be held without the majority of the Directors. In any case, all actions of the Board shall require a majority vote of those in attendance.
8. There shall be no compensation paid for the services of Directors and Officers of the Board. The Board may approve reimbursement of expenses incurred on behalf of the Association.

## ARTICLE V

### OFFICERS AND THEIR DUTIES

1. The officers of the Association shall be President, Vice President, Secretary, and Treasurer.
2. The President shall be the chief executive officer (CEO) of the association and execute such responsibilities. He/she shall preside at all meetings of the Board.
3. The Vice President shall perform the duties of the President in his/her absence, and conduct any special activity requested by the President.
4. The Corporate Secretary shall establish a record of the officers of the Association and convey this information to the financial institutions and contractor/s used by the Association. The Secretary shall see that meeting minutes are prepared, approved and appropriately filed. The Secretary shall be responsible to advise the Board of desired/required changes to these By Laws and facilitate revision.
5. The Treasurer shall be responsible to see that financial reports are prepared and delivered in accord with good accounting practice and laws. Annually, the Treasurer shall also be responsible to assure that a review of the financial records is conducted by a qualified independent accountant. In case of an unsatisfactory review an audit will be initiated. Anytime, at the Boards discretion, a partial or full audit may be directed.
6. In the event of a resignation or abdication by the President, or if for any reason the President becomes unable to continue, the Vice President shall assume the Presidency. This action shall either occur at a Board meeting, or be ratified by the remaining Board at the next available Board meeting.
7. Except for the President, each other Officer of the Board shall be nominated by the President and elected by the Board at the time of a vacancy.
8. There shall be no term limits for the officers.

## ARTICLE VI

### FINANCIAL ASSESSMENTS AND CONTROLS

1. All funds of the Association, except petty cash, shall be deposited in federally insured bank accounts established by the Association Manager and the Board. These may be withdrawn as required to pay for service. Any withdrawals by check will require two authorized signatures.
2. KPW Service employees and Board members who handle funds shall be bonded. The fees shall be paid by the Association.
3. The Treasurer shall provide monthly financial reports. These reports shall highlight any questionable expense for resolution.
4. Before the Association enters into a contract with a new member, the Association will require an inspection of appliances to be covered. This will be conducted by the contractor. Any appliances to be insured must be brought to working order at member expense before they are eligible for KPW Association coverage.
5. The fiscal year of the Association shall begin on March 1 and end on the last day of February the next year.
6. The Board shall provide notice of the upcoming annual dues at least 60 days prior to the end of the fiscal year to allow time for the member planning.
7. Reserves shall be maintained so that excess funds required over assessment for a fiscal year shall be available from reserves. Similarly, when funds collected are more than adequate to handle all service requirements during a fiscal year, the excess of funds shall be assigned to increase reserves. Each new member of the Association shall be required to pay the New Member Reserve fee as determined by the board in addition to the annual dues.
8. The service contractor shall be fully bonded and insured against all liability. Certification of this shall be furnished to the Board.

## ARTICLE VII

### MEETING/S OF THE MEMBERSHIP

1. An annual meeting of the membership shall be held on the first Wednesday after January 1<sup>st</sup> of the new calendar year. It shall be for the purpose of providing a summary of operating results to any member. It shall also serve as an introduction to the Association for prospective new members and to conduct normal business.
2. Board members, employees and representatives from the service contractor are expected to attend the annual meeting. Members and prospective members are encouraged to attend.
3. A notice of the meeting providing the time and place shall be provided at least ten days in advance of the meeting.
4. The President shall provide an agenda for the meeting, and shall allow time for questions from the Membership.
5. Any actions of the Membership requiring a vote shall be made by voice vote. Failing this, a vote of the members shall be counted. Only one vote is allowed per membership, regardless of the number of owners.
6. The Membership must vote to approve any changes to the By Laws proposed by the Board.
7. During the annual meeting, the Membership shall be requested to provide a vote of confidence for the Board. Should this vote fail, the Board President shall step down and a Board reorganization shall occur no later than the start of the next fiscal year.
8. At a membership meeting, a quorum shall consist of those Members in attendance. A majority shall consist of 51% of those voting. In the event of a tie vote, the Association President shall decide the issue.
9. Votes for issues announced in advance may be cast by proxy sent to the Association Secretary prior to the meeting.
10. An unscheduled additional meeting of the membership for a specific stated purpose shall be required when a petition with 5% of the member's signatures is presented to the Board. Such a meeting shall be held within 30 days, and require the same 10 day notice as the annual meeting.

## ARTICLE VIII

### SERVICE CONTRACTOR

To complement the terms of the service contract the following is expected of the service contractor:

1. Contractor shall maintain service vehicles in Kings Point during service hours to facilitate rapid response to service calls.
2. Contractor shall make full use of manufacturer warranties to reduce the cost of replacement parts to the Association and the members.
3. Contractor shall provide ongoing training for technicians to keep them abreast of changes in technology, techniques, and materials.
4. Contractor shall be responsible to obtain required permits, and perform all work to the required building codes.
5. Contractor shall remain courteous and professional to all members and tenants, and shall refer unsatisfactory member behavior to Board for resolution.
6. Contractor shall attend Board meetings and membership meetings. The contractor is expected to provide assistance with planning, cost projections, structure of Service Agreements, code issues and assist with technical and general business questions or concerns.
7. Contractor shall maintain full liability insurance coverage.
8. Contractor shall drive all vehicles safely within Kings Point and park vehicles to minimize disruption to neighborhood and individual traffic flow as service is performed.

## Article IX

### Dissolving of the Association

The KPW Service Association is intended to be a perpetual body. However, should it ever be necessary to completely terminate or dissolve the Association, after all financial obligations are satisfied and dissolving expenses are paid and in compliance with State and Federal Laws; the balance of the reserves and the capital assets shall be equitably distributed to the current members of record.