

Acknowledgement and Agreement of Delegate

I, _____, the undersigned delegate, acknowledge my receipt and review of the below listed Duties and Responsibilities of Delegates to Keys Gate Community Association, Inc., and the Requirements of a Delegate, and I agree to abide by all terms, rules, procedures, and requirements summarized herein.

Duties And Responsibilities of Delegates To Keys Gate Community Association, Inc.

Delegates to Keys Gate Community Association, Inc. (KGCA) are elected by the homeowners of their respective neighborhoods to be a channel of communication between those homeowners and the KGCA Board of Directors. To that end, delegates are expected to cast their votes in the best interest of their neighborhood on issues presented to them for such purpose by the KGCA Board of Directors.

Delegates are expected to remain in regular communication with the homeowners who they have been elected to represent, and to provide those homeowners with timely information regarding KCGA, particularly as to matters on which a vote is expected to be taken. Similarly, delegates are expected to understand the concerns and wishes of homeowners and to cast their votes accordingly, irrespective of a delegate's personal view on a given matter. Stated differently, delegates are elected to be their respective neighborhood's channel and two-way mode of communication with the KGCA Board of Directors, and should not censor, block, or otherwise prevent their respective neighborhood's wishes even where a delegate personally disagrees with such wishes.

Removal And Replacement of a Delegate

The KGCA Board of Directors has broad discretion in removing a delegate, such as, by way of example and without limitation, a delegate's failure to fulfill his or her duties and responsibilities; failure to represent the needs of the homeowners in their neighborhoods in a fair and honest manner; and for reasons of moral turpitude, among other reasons. Additionally, a delegate may be removed, with or without cause, upon a vote of at least 75% of the other delegates and the written consent of the KGCA Board of Directors.

The KGCA Board of Directors may replace by appointment any delegate who ceases to represent a neighborhood as a result of removal, resignation, relocation, or other reason, or may, at its option, hold a special election to fill the vacancy through a vote of the homeowners of the respective neighborhood.

Term Of Service for a Delegate

A delegate shall be elected to serve for two years, after which time another election must be held, and the homeowners of the neighborhood may then re-elect that delegate, or elect a new delegate. Delegates shall be elected through the process of electronic voting pursuant to the rules and procedures adopted by the KGCA Board of Directors.

Initials: _____

Requirements of a Delegate

1. Must be an owner of a residence (or the designated voting representative, if the residence is owned by an entity) within the Keys Gate Community.
2. Must not have been convicted of a felony in this or any other state, or of any offense in any other jurisdiction which would be considered a felony in this state, unless that person's civil rights have been restored for at least 5 years.
3. Must have read, be familiar with, knowledgeable about, understand, and agree to abide by, the Master Covenants, Rules and Regulations, and Community Standards of the Keys Gate Community Association (KGCA).
4. Must have read and agreed to abide by, to the best of his or her abilities, the Duties and Responsibilities of Delegates to Keys Gate Community Association, Inc., and the Requirements of a Delegate.
5. Must be current with all Association fees.
6. Must not have any outstanding violations of the Community Standards or Association Rules.
7. Must not engage in any conduct unbecoming or detrimental to the Keys Gate Community Association.
8. Must have an email address and be able to communicate via email with the homeowners he or she represents, as well as with the KGCA Board of Directors, the representative(s) of the KGCA Board of Directors, and Miami Management, Inc. (MMI) Keys Gate personnel.
9. Must agree to accurately and promptly convey to the residents he or she represents any and all information that the KGCA Board of Directors, or their representatives, instructs to be disseminated.
10. Must not send emails to the residents, or put postings on social media, that are incorrect or misleading. When communicating with homeowners via email in the capacity of a delegate, shall not solicit for or advertise any business or organization, directly or indirectly, such as by including logos, titles, or the name of any business or organization.
11. Must understand, and participate in, the entire "budget process" as it relates to neighborhoods, MMI, and the KGCA Board of Directors.
12. Must understand the relationships between the Delegates and: the KGCA Board of Directors; the representative(s) of the KGCA Board of Directors; MMI Keys Gate personnel; and the residents of Keys Gate.
13. Must not use or share the email addresses provided by the residents or the KGCA Board of Directors or their representatives or utilize them for personal use.

Initials: _____

14. The Senior Property Manager will be responsible for confirming above items 1, 4 and 5 as soon as a person indicates their intention to run for the Delegate position, and on a yearly basis for all elected Delegates.
15. Given that voting is central to the primary function of a Delegate and is the fundamental expectation of homeowners, Delegates are expected to vote, in certain circumstances without consulting their fellow residents, relying on their own judgment and information, and in the best interest of their neighborhood, on each issue put before them for such purpose by the KGCA Board.
16. In the event that a Delegate wishes to abstain from a vote due to a personal conflict of interest, whether of financial or other nature, the Delegate shall in abstaining disclose such conflict of interest with specificity.
17. In the event that a Delegate abstains or otherwise fails to cast a vote for any reason on three (3) or more occasions in any twelve-month calendar period, the KGCA Board may remove such Delegate in the manner established for removal of Delegates.
18. Violating any of the above requirements is grounds for removal as Delegate.

ACKNOWLEDGED AND AGREED

By:

Date

Print Name: _____, Delegate

Neighborhood: _____