

TURKEY CREEK FOREST

55 PLUS COMMUNITY

TURKEY CREEK FOREST OWNERS ASSOCIATION, INC.

BY-LAWS

(Amended 5/6/1998)

I. NAME

The name of the organization governed by these By-Laws is Turkey Creek Forest Owners Association, Inc., A Florida Not-For-Profit Corporation hereinafter referred to as TCFOA.

II. PURPOSE

These By-Laws are to govern the operation and administration of TCFOA. In the event of a conflict with the Declaration of Covenants, Conditions and Restrictions, The Covenants will control.

III. LOCATION

The principal office of TCFOA shall be at 8620 N.W. 13th Street, Gainesville, Alachua County, Florida.

IV. MEMBERSHIP AND VOTING RIGHTS

A. Membership in TCFOA shall be as provided in Article IV of the original Declaration of Covenants, Conditions and Restrictions of TCFOA (dated 3/30/1977)

B. The voting rights shall be as provided in Article IV of the original Declaration of Covenants, Conditions and Restrictions of TCFOA (dated 3/30/1977).

V. MEETINGS OF TCFOA

A. Annual Meetings

1. Annual meetings of TCFOA shall be held on the second (2nd) Saturday of each November or as designated by the Board of Directors.

2. The place and organization of the meetings shall be designated by the Board of Directors of TCFOA.

3. The Secretary of TCFOA shall mail or have hand delivered, a notice of such meeting, proposed agenda, and proposed budget to each member of TCFOA, not more than thirty (30) days nor less than fourteen (14) days prior to such meeting at the address shown for each member on the records of TCFOA.

B. Special Meetings

1. Special meetings may be called by the president of TCFOA or by the Board of Directors by giving notice as required for the annual meeting, together with a schedule of items of business to be considered at such meeting.

2. The President shall call a special meeting to address any issue raised on a petition signed by members representing twenty percent (20%) or more of the voting rights, presented to the Board of Directors, in writing. This meeting must be held within sixty (60) days from the date the petition is received.

C. Quorum

Unless otherwise provided for in the By-Laws or the Covenants, Conditions, and Restrictions, one hundred (100) voting rights present at a duly called meeting of TCFOA shall constitute a quorum at annual or special meetings of TCFOA. If a quorum is not present the meeting will be adjourned and a new quorum of sixty (60) voting rights will be required at the reconvened meeting, which shall be held not more than thirty (30) days or less than seven (7) days following the preceding meeting.

D. Parliamentary Authority

In the conduct of all meetings, Roberts Rules of Order shall govern.

VI. BOARD OF DIRECTORS

A. Composition

The business and property of TCFOA shall be managed by a Board of Directors, ten (10) in number, who shall be elected by members holding voting rights.

1. Members of the Board of Directors shall be property owners of record, whose primary residence is Turkey Creek Forest.
2. Only one (1) property owner of record, per lot, may serve on the Board of Directors at any given time.
3. No member of the Association may be elected to the Board of Directors unless his/her dues and assessments have been paid.

B. Term of Office

Five (5) directors shall be elected each year and shall serve for a two year term from January 1 to December 31, or until their successors are duly elected or appointed.

C. Meetings

1. Organizational Meeting. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days after their election as directors to elect officers of the Board of Directors and to establish committee chairpersons for the following year.

2. Regular Meetings. The Board of Directors shall hold regular board meetings on the second Saturday of each month, unless otherwise declared by the Board of Directors. Notice of the monthly meetings, which shall be open to all members, shall be posted on the bulletin board at least forty-eight (48) hours in advance of each meeting except for emergencies.

3. Special Meetings. Special meetings of the Board of Directors may be called at any time by any director, but the one calling the meeting shall give to each director notice of the time and place at least five (5) days before the meeting if such notice is served personally, and fifteen (15) days if such notice is served by mail. No such meeting shall be a valid meeting of the Board of Directors unless such notice is given to each director or each director waives such notice.

4. Quorum. A quorum for any regular or special meeting of the Board of Directors shall consist of six (6) members of the board, but a majority of those present at any meeting shall have the power to reschedule the meeting.

5. Parliamentary Authority. In the conduct of all board meetings Roberts Rules of Order shall govern.

D. Compensation.

No Director or officer shall be compensated for his/her services.

E. Vacancies.

1. If for any reason the office of any director becomes vacant, the Board of Directors shall appoint a director to serve until the term of the vacancy expires. If the office of the President becomes vacant, the Vice President shall be next in line to succeed to the presidency. Appointments to fill vacancies shall be made within thirty (30) days of vacancy of office.

2. Resignations, removals or recalls from office. Any director may resign at any time by sending written notice of such resignation to the President of TCFOA. Any director shall become disqualified to hold office upon the sale of his/her property, or forfeiture of voting rights. A director may be removed from office at a special meeting by a vote of more than fifty percent (50%) of the voting rights of TCFOA.

F. Powers and Duties

The Board of Directors shall have the following powers:

1. To administer the affairs of TCFOA.
2. To employ personnel necessary for the operation of TCFOA.
3. To require an annual compilation of TCFOA's financial records by an external auditor (CPA).
4. To make or change Guidelines for Cooperative Living consistent with the Declaration of Covenants, Conditions and Restrictions and By-Laws as needed for the management of TCFOA's business affairs.
5. To collect delinquent dues and assessments by lawsuit or other means, as prescribed in the Declaration of Covenants, Conditions and Restrictions, Article V, Section 3, and to levy a fine after thirty (30) days in arrears for each installment or assessment in arrears
6. To suspend the right of any member to use the facilities of TCFOA so long as the member is delinquent in the payment of dues or assessments.
7. To stop nuisances, handle complaints and levy fines for infractions of the Declaration of Covenants, Conditions and Restrictions, By-Laws or the Guidelines for Cooperative Living. Fine will not exceed one hundred dollars (\$100) per violation. See Complaint Procedure in Guidelines for Cooperative Living, Addendum I.
8. To delegate, in writing, any of the powers of the Board of Directors in the course of current business of TCFOA to any standing or special committee or to any officer, or to appoint any TCFOA member to be the agent of TCFOA with such powers and upon such terms as the Board of Directors deems proper.
9. To purchase or otherwise acquire property for TCFOA and to enter into mortgage or trust agreements, subject to the approval of two-thirds (2/3) of the voting rights at a duly called meeting of TCFOA or voting by proxy. Spending on any single non-budget capital item shall be limited to one thousand dollars (\$1000) or one percent (1%) of the annual budget, whichever is greater. Any capital expenditure exceeding this amount must be approved by more than fifty percent (50%) of the voting rights, voting by ballot or proxy, after a written notice is provided not less than twenty (20) days prior to the vote when a special meeting has been called by the Board of Directors'
10. To require that all lots, tracts, or parcels of land be kept in a state of good repair in accordance with the Declaration of Covenants, Conditions and Restrictions of TCFOA. In the event that an owner, either resident or absentee, refuses to maintain his/her property in a good state of repair the Board of Directors may have the necessary maintenance performed and bill the owner. Non-payment of such maintenance costs will be cause for a lien against the property.

ELECTION OF DIRECTORS

A. Nominations

1. The Board of Directors shall appoint a nominating committee to recruit candidates to replace directors whose terms expire.

2. The cut-off date for nominating candidates shall be on "Meet the Candidates Day".
3. A list of candidates shall be posted on the bulletin board.

B. Meet the Candidates Day

Prior to election day, the Board of Directors will hold a "Meet the Candidates Day" at the Clubhouse.

C. Voting

1. The election of Directors will take place in November of each year on the Wednesday before the Annual Meeting.
2. The election shall be by written ballot. Write-in candidates are acceptable on ballots with candidates prior permission.
3. Voting rights shall be as provided in Article IV. 1.A of the Declaration of Covenants, Conditions and Restrictions of TCFOA.
4. Each voter is entitled to vote for candidates to fill all vacancies created by the expiration of directors' terms of office and resignations and recalls not filled by Board of Directors' appointments.
5. Voters may vote for as many candidates as there are vacancies for the Board of Directors. The five (5) candidates receiving the most votes will be elected to serve the two year terms.
6. An election committee appointed by the President will organize and conduct the election and supervise the counting of votes. A tie vote for last place between two candidates shall be decided by the drawing of lots by the Election Committee within two (2) weeks.
7. The list of newly elected directors will be posted on the Clubhouse bulletin board immediately after the vote counting.
8. Votes may be cast by record owners voting in person or by absentee ballot at the election of the Board of Directors.
9. Absentee ballots are available from the Secretary of TCFOA prior to elections.
10. Any member delinquent for more than ninety (90) days in paying any indebtedness to TCFOA shall not be entitled to vote until such sums are paid. The Treasurer shall notify the Election Committee of any delinquent members who are not eligible to vote prior to balloting.

VIII. OFFICERS

A. Selection of Officers

1. Upon assuming office, the ten directors among themselves shall select a President, Vice President, Secretary, and Treasurer from the elected Board Members.
2. The term of office for any one officer is one (1) year. No officer shall serve more than two (2) consecutive terms in any one office except for

the positions of Secretary and Treasurer. Any officer who ceases to be a Director shall also cease to be an officer.

B. The President

1. shall preside at all meetings of the Board of Directors and of the membership of TCFOA.
2. shall have general supervision over the affairs of TCFOA and over the other officers and directors.
3. shall sign all written contracts of TCFOA after approval by the Board of Directors.
4. shall perform such other duties as are incident to the office.
5. shall vote only in the case of a tie vote.
6. shall be an ex-officio member of every committee.

C. The Vice President

1. shall perform such duties as may be required of him/her by the Board of Directors or President, and in the absence of the President, those duties incidental to the office of President.
2. when acting in the capacity of the President, will only vote in case of a tie vote.

D. The Secretary

1. shall issue notices of all the directors' and membership meetings;
2. shall attend all meetings of the Board of Directors and keep and post minutes of all such meetings;
3. shall be in charge of the TCFOA Corporate Seal;
4. shall attest with his/her signature, and impress with the corporate seal all written contracts of TCFOA, when required;
5. shall issue membership certificates, copies of the Declaration of Covenants, Conditions and Restrictions, By-Laws, Guidelines for Cooperative Living, and decals;
6. shall perform all such other duties as are incident to the office.

E. The Treasurer

1. shall have custody of all money and security of TCFOA;
2. shall issue all statements for dues and assessments;

3. shall keep regular books of accounts and shall submit them together with all vouchers, receipts, records, and other papers, to the directors for their examination and approval as often as they may require;
4. shall arrange for an annual compilation of all financial transactions at the close of each fiscal year;
5. shall submit an annual financial report to the membership of TCFOA upon approval of the external auditor;
6. shall help prepare the annual budget of TCFOA under the direction of the Board of Directors;
7. shall perform all such other duties as are incident to the office and
8. shall, along with one other officer, be authorized to sign all written in the absence of the other two officers.

IX. COMMITTEES

- A. Each of the directors not elected as an officer shall appointed by the President to chair a standing committee.
- B. Committee chairmen shall recruit members of TCFOA to serve on these committees.

C. Standing committees will include the following:

1. Architecture, Clubhouse and Buildings
2. Common Areas and Grounds
3. Social
4. Safety and Security
5. Rules and Regulations, Legal
6. Urban Affairs and Insurance

- D. Other committees may be added by the Board of Directors as needed.
- E. Duties of each standing committee are noted in their respective copy of procedures.

X. LIABILITIES OF TCFOA AND ITS MEMBERS

- A. Although it is the duty of TCFOA to maintain and repair the common areas and their improvements, TCFOA and its directors shall not be liable for injury or damage caused by the elements, latent conditions of the property, members of TCFOA or other persons.
- B. It is understood and agreed that TCFOA will provide directors and officers liability insurance for their protection in the event litigation is

initiated against any of them individually or collectively. The limit of liability insurance will be determined by the Board of Directors.

C. Each member of TCFOA shall be liable for the expenses of any maintenance to the common area and its improvements for repair and replacement rendered necessary by his/her act, neglect, carelessness, or by the negligence of any member of his/her family, or their guests, employees, or agents. Such liability shall be limited to the extent that such expense is not recoverable from the insurance carrier by TCFOA

XI. RENTAL, SUBLEASING OR RESALE

A. The TCFOA record owner who is planning to rent his/her property in TCF must notify the Secretary of TCFOA and convey to renters the community restrictions, Declaration of Covenants, Conditions and Restrictions, By-Laws and Guidelines for Cooperative Living and provide them with a copy of these up to date documents.

B. The record owner shall continue to provide the maintenance and repair of their property according to the Declaration of Covenants, Conditions and Restrictions, By-Laws and Guidelines for Cooperative Living.

C. In the event that a record owner elects to employ the services of a rental agency, it is the responsibility of the record owner to inform the agency of the existing restrictions related to TCF, and all the Declaration of Covenants, Conditions and Restrictions, By-Laws and Guidelines for Cooperative Living.

D. Resale

1. Any record owner electing to sell his/her property in TCF must convey to the buyer(s) the community regulations, Declaration of Covenants, Conditions and Restrictions, By-Laws, and Guidelines for Cooperative Living, and provide them with a copy of these up to date documents.

2. Any record owner who sells his/her property will inform TCFOA of the transaction for the purpose of releasing the record owner from dues assessment responsibility and will notify TCFOA of the new owners' names and addresses.

3. Public auctions of houses in TCFOA shall be held in an orderly manner and the Board of Directors notified of such activity at least thirty (30) days in advance of auction.

E. A committee, appointed by the President, shall be designated to visit new record owners to welcome them to the community and insure that they are in receipt of all the documents related to ownership and responsibility in TCFOA

XII. FINANCE

A. Funds of TCFOA shall be deposited in such bank or trust company as the Board of Directors shall designate.

B. The four (4) officers are authorized to sign checks with two (2) signatures required for each check.

C. The financial year shall be from January 1st to December 31st or as determined by the Board of Directors.

D. The financial records of TCFOA shall be examined annually by an external auditor (CPA) designated by the Board of Directors.

XIII. AMENDMENTS

These By-Laws may be amended by a majority vote of members holding voting rights.

XIV. SAVINGS CLAUSE

Invalidation of any of the herein contained provisions by a court or competent jurisdiction shall not serve to invalidate any of the other provisions contained herein which shall remain in full force and effect.

Add New Paragraph
