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 DS: 0.00          IT: 0.00  
 06/07/05                              Dpty Clerk

BY-LAWS  
 OF  
 BAYWOOD VILLAGE OF  
 TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC.  
 A NOT-FOR-PROFIT FLORIDA CORPORATION

ACTICLE I.  
 NAME

JED PITTMAN, PASCO COUNTY CLERK  
 06/07/05 10:39am 1 of 9  
 OR BK **6407** PG **1084**

The name of the corporation is **BAYWOOD VILLAGE OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation, not-for-profit (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 6333 Timber Greens Blvd., New Port Richey, Florida, 34655, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

ARTICLE II.  
 DEFINITIONS

**SECTION 1.** "Association" shall mean and refer to **BAYWOOD VILLAGE OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation, not-for-profit, its successors and assigns.

**SECTION 2.** "Common Area" shall be defined in the Declaration of Covenants, Conditions and Restrictions (herein referred to as "Declaration") for **the BAYWOOD VILLAGE OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC.**, as recorded in O.R. Book 34113, Page 234, Public Records of Pasco County, Florida.

**SECTION 3.** "Lot" shall mean any residential lot shown on said plats of **TIMBER GREENS, PHASE 1-D, UNIT 9**, plat Book 32, Pages 17 thru 19, Public Records of Pasco County, Fl, with the exception of the Common Area.

**SECTION 4.** "Maintenance of Common area" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted, including, but not limited to, the maintenance of drainage and conservation easements in accordance with the Southwest Florida Water Management District rules and regulations, if applicable, and entrance amenities. Maintenance of landscaping shall further mean the exercise of general accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

**SECTION 5.** "Member" shall mean every person who holds membership in the Association.

**SECTION 6.** "Owner" shall mean the record Owner, whether one or more persons, or entities, of a fee simple title to any Residential Lot or Resident Unit, which is a part of the property described on said Plat, but shall not include those holding title merely as security for performance of any obligation.

**SECTION 7.** "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

**ARTICLE III  
MEETINGS OF MEMBERS**

**SECTION 1. Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held in January. The date and time will be determined by the Board of Directors, and the Members will be given due and proper notice as provided in Section 3 hereof. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the Members.

**SECTION 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of a majority of the Members. If however, such quorum shall not be present or represented at the meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, 25%, as aforesaid shall be present or represented.

**SECTION 3. Notice of Meetings.** Written notice of each meeting of Members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting, to each member entitled to vote thereat, addressed to the members' addresses last appearing on the books of the Association, or supplied by such Member of the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**SECTION 4. Quorum.** The presence at the meeting of Members entitled to cast votes, or of proxies entitled to cast votes, equal to twenty-five percent (25%) of all votes to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Condition and Restrictions, (herein referred to as the "Declaration") or these By-laws. If, however, such quorum shall not be present or represented at the meeting. The Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

**SECTION 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or authorized person. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.

**SECTION 6. Vote Required.** At every meeting of the Members, the owner or owners of each lot, either in person or by proxy, shall have the right to cast the number of votes to which he/she is entitled as set forth in the Declaration. The vote of the majority of the votes cast by those present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or these By-laws, a different vote is required, in which case such express provisions shall govern and control.

**SECTION 7. Order of Business.** The order of business at all annual or special meetings of the Members shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Election of officers or directors (if election to be held)

- G. Unfinished business
- H. New business
- I. Adjournment

**ARTICLE IV**  
**BOARD OF DIRECTORS: SECTION - TERM OF OFFICE**

SECTION 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) members or more than five (5) members.

SECTION 2. Term of office. Each member of the Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his/her successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged.

SECTION 3. Removal. Any director may be removed from the Board with or without cause, by a majority of the Members of the Association entitled to vote. In the event of death, resignation or removal of a director his/her successor shall be selected by the remaining members of the Board of Directors and he/she shall serve for the unexpired term of his/her predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he/she shall render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

SECTION 5. Action taken without a meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V.**

**NOMINATION AND ELECTION OF DIRECTORS**

SECTION 1. Nominations. At least fourteen (14) days prior to the annual meeting, all members of the Association will receive an "intent to run for the Board of Directors" form from the Management office. The form will be returned to the Management office and those names will be included on the ballot, if received seven days prior to the election. Nominations will also be accepted from the floor at the annual meeting.

SECTION 2. Elections. Elections to the Board of Directors shall be by secret written ballot. However, if the number of candidates is equal to or less than the number of positions available, the President may accept a motion from the floor to declare the candidates elected. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected.

**ARTICLE VI**  
**MEETING OF DIRECTORS**

SECTION 1. Regular meetings. Regular meetings of the Board of Directors shall be held quarterly or as often as determined by the Board of Directors at such place and time as

determined by the majority of the Board and posted forty-eight (48) hours prior to the meeting in an acceptable, conspicuous location within the community.

**SECTION 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

**SECTION 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

## ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**SECTION 1. Powers.** The Board of Directors shall have the power to:

- A. adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. suspend the voting rights and right to use of the Commons Area by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right to use of the Common Area also may be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- C. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-laws, the Articles of Incorporation, or the Declaration;
- D. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without an excused absence.
- E. Employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services.
- F. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors;
- G. Delegate to and contract with a financial institution for collection of the assessments of the Association; and
- H. Exercise such other powers enumerated in the Declaration.

**SECTION 2. Duties.** It shall be the duty of the Board of Directors:

- A. to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requirement in writing by fifty-one percent (51%) of the total membership.
- B. to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

- C. to fix the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget as provided in the Declaration described hereinabove; provided that the Board of Directors may provide for said assessments to be paid in monthly, quarterly or semi-annual installments.
- D. to foreclose the lien against any property for which assessments are not paid or to bring action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;
- E. to issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issue of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- F. To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance, which in the opinion of a majority of the Directors may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Directors;
- G. To cause the common Area and those portions of Lots and dwellings to be maintained in accordance with the Declaration; and
- H. To fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment.

**ARTICLE VIII  
 OFFICERS AND THEIR DUTIES**

**SECTION 1. Enumeration of Officers.** The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors; a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

**SECTION 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors which shall immediately follow the adjournment of each annual meeting of members.

**SECTION 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed or otherwise disqualified to serve.

**SECTION 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of who shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

**SECTION 5. Standing Committees.** The Board shall appoint such standing committees as are required under the Declaration, the Articles, or these By-laws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

**SECTION 6. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 7. Vacancies.** A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**SECTION 8. Duties.** The duties of the officers are as follows:

**President:** The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice President:** The vice president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors.

**Secretary:** The secretary shall record the notes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

**Treasurer:** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the president; keep proper books of account; cause a financial report of the Association books to be made by a public accountant, CPA, or Management Company at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX COMMITTEES

The Board of Directors may, at its discretion, create such committees as it sees fit from time to time.

## ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declarations, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any Member at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be purchased at a reasonable cost at such address.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, except as therein provided, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are a personal obligation of the Member. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest amount allowed by law. The Association may also charge an Administrative Late Fee of \$25.00, or five percent (5%) of the past due assessment, whichever is greater, up to the amount as allowed by law. All such past due assessments, interest, Administrative Late Fees, attorney's fees and Court costs, shall be a continuing lien upon the land. The Association may bring an action at law against the owner personally obligated to pay the assessments and the Association shall have the right to foreclose the lien against the lot. In any such action, the Association shall be entitled to all interest, Administrative Late Fees, Court costs and reasonable attorney's fees whether or not litigation is commenced. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or by abandonment of his/her lot.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form, having within its circumference the words: **Baywood Village of Timber Greens Homeowner's Association, Inc.**, a Florida corporation, not-for-profit, 1997.

**ARTICLE XIII  
AMENDMENTS**

**SECTION 1. Requirements to amend.** These By-laws may be amended at a regular or special meeting of the Members by a vote of fifty-one percent (51%) of the Members present in person or by proxy except as otherwise provided in the Declaration.

**SECTION 2. Control of conflict.** In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control, and in case of any conflict between the Declaration, the Articles of Incorporation, and/or these By-laws, the Declaration shall control.

**ARTICLE XIV  
MISCELLANEOUS**

**SECTION 1. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

**SECTION 2. Indemnification.** The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

**SECTION 3. Insurance.** The Board of Directors may, but it is not required to, elect to carry a policy of officers and directors liability insurance, insuring the officers and directors

against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

**ARTICLE XV**  
**LEASE AND SALE OF HOMES**

**SECTION 1. Leasing of home.** Homes may be leased in writing by owners, providing the owner(s) waives his/her right of use and enjoyment of the Common Area and the facilities to the tenant(s) who reside at the owner's lot. Additionally, the lease agreement must meet the following restrictions:

- A. The minimum period for any single lease must be three (3) months; no other lease may be signed during the three (3) months if the tenant vacates the premises early.
- B. The Lessee must be fifty-five (55) years of age and no person residing on the premises shall be under the age of eighteen (18) years.
- C. A copy of the lease and pertinent information concerning the Lessee shall be filed with the Board of Directors, who may request a personal interview with the Lessee.

**SECTION 2. Sale of home.** Prior to the sale and/or "closing of sale" of any home, the current owner shall first arrange for the following:

- A. a current, updated copy of all "Documents" of both Timber Greens Community Association and Baywood Village to be provided to the prospective buyer,
- B. an interview may be requested by the Board of Directors of the Association with the prospective buyer.



IN WITNESS WHEREOF, we the directors of **BAYWOOD VILLAGE OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC.**, have hereunto set our hands this 11<sup>th</sup> day of June, 2004 for and on behalf of the Association.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Celeste Lawless*  
Celeste Lawless  
*Jack Duker*  
Jack Duker

*Richard D. Landsberg*  
Richard Landsberg

*Claire A. Griffith*  
Claire Griffith

*Eveline B. Pozniak*  
Eveline Pozniak

CERTIFICATION

I, the undersigned, do hereby certify that I am duly elected and acting Secretary of **BAYWOOD VILLAGE of Timber Greens Homeowner's Association, Inc.**, a Florida corporation, and that the foregoing By-laws constitute the original By-laws of the said Association, as duly adopted at the meeting of the Board of Directors thereof, held on this 10<sup>th</sup> day of May, 2004.

*Claire A. Griffith*  
\_\_\_\_\_  
Claire Griffith, Secretary

STATE OF FLORIDA )  
COUNTY OF PASCO )

The foregoing instrument was acknowledged before me this 11th day of June 2004, by Claire Griffith, Secretary of BAYWOOD VILLAGE of Timber Greens Homeowners Association, Inc, a Florida corporation, on behalf of the corporation. She is personally known to me and did not take an oath.



Donna D. Davidson  
Commission #DD311073  
Expires: Apr 19, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

*DONNA D. DAVIDSON*  
\_\_\_\_\_  
Printed Name of Notary:  
*Donna D. Davidson*  
\_\_\_\_\_