

**KINGS POINT GARDEN CLUB
BY-LAWS
Table of Contents**

	<u>PAGE</u>
ARTICLE I	
<u>PURPOSE</u>	1
ARTICLE II	
<u>DEFINITIONS</u>	1
A. Garden Center	1
B. Gardening	1
C. Governing Documents	1
D. Member / Membership	1
1. Assignee.....	1
2. Cohabiting	1
3. Eligible Applicant	1
4. Eligible Guest	1
5. Family Membership	1
6. “In-Good-Standing”	1
7. Immediate Family	2
8. Lessee/Renter	2
E. Joinder	2
F. Land Use Agreement	2
G. Orchard (Arboretum)	2
H. Plot	2
I. Unit/Lot	2
ARTICLE III	
<u>MEMBERSHIP</u>	2
A. Membership Year	2
B. Membership Eligibility	2
ARTICLE IV	
<u>DUES</u>	2
A. Amount (<i>per each Plot, shared Plot, Orchard, shared Orchard</i>)	2
B. Waiting List (<i>no charge</i>)	2
C. C. Remittance	2
D. Due Date	2
E. 14-Month Membership	3
ARTICLE V	
<u>PARTICIPATION AND RESPONSIBILITIES</u>	3
A. Application	3
B. Authorized Entry (<i>by Assignee, Immediate Family, Eligible Guest, or non-member</i>)	3

C. Contact Information	3
D. Plot Assignments	3
E. Shared Plot	3
F. Temporary Assistance (<i>clean-up or harvesting by licensed contractor or others</i>)	4

ARTICLE VI

<u>MEETINGS</u>	4
A. Notice & Quorum Requirements	4
1. Location for Posting Notices	4
2. Electronic Attendance (board meeting)	4
3. Annual Membership Meeting / Election date	4
4. Regular Membership Meeting (Membership or Board of Directors)	4
5. Special Membership Meeting	5
6. Regular Board of Directors Meeting	5
7. Special Board of Directors Meeting	5

ARTICLE VII

<u>VOTING</u>	5
A. Member Participation	5
B. Voting Quorum	5
C. Proxies	5

ARTICLE VIII

<u>ELECTIONS</u>	6
A. Eligibility	6
B. Number	6
C. Term of Office	6
D. Nominations	6
E. Election	6
F. Ballot	6
G. Election of Officers	6
H. Recall	6
I. Vacancies	6

ARTICLE IX

<u>DUTIES OF THE BOARD</u>	6
A. President	6
B. Vice President	7
C. Secretary	7
D. Treasurer	7
E. Director of Maintenance	7
F. Social Director.....	7
G. Education Director.....	7

ARTICLE X

<u>PLOTS AND ORCHARDS</u>	7
A. Assignments	7

B. Garden Plots	7
C. Orchard-Arboretum Plots	7
D. Waiting List	7
E. Plot Maintenance	8
F. Default (<i>Due Process for Not-In-Good-Standing; Default; Abandonment</i>)	8

ARTICLE XI

AMENDING THE BY-LAWS 9

A. Voting Quorum	9
B. Proposal to Amend.....	9
C. Membership Preview	9
9 D. Notice of Meeting to Vote on Amendment	9
E. Limited Proxy	9

ARTICLE XII

COMMITTEES 9

A. Ad-Hoc & Standing Committees	9
1. Audit Committee	9
2. Social Committee	9
3. Maintenance Committee	10
4. Records Committee	10

ARTICLE XIII

FINANCES 10

A. Accounting Procedure	10
B. Annual Budget	10
C. Expenditures	10
D. Voucher	10
E. Reimbursement	10
F. Record Keeping	10
G. Financial Audit.....	10

ARTICLE XIV

SUPPLEMENTS; AMENDMENTS TO SUPPLEMENTS 11

A. Supplement 1.0	Rules - <i>Guidelines and Garden Etiquette</i>	11
B. Supplement 2.0	Land Use - <i>Agreement for Use of Property for KPGC Activities</i>	11
C. Supplement 3.0	Election Procedure	11
D. Supplement 4.0	Due Process	11
E. Supplement 5.0	Accounting Procedure	11

ATTACHMENTS:

Supplement 1.0	Rules - <i>Guidelines and Garden Etiquette</i>	i.
Supplement 2.0	Land Use - <i>Agreement for Use of Property for KPGC Activities</i>	iv
Supplement 3.0	Election Procedure	xi
Supplement 4.0	Due Process	xiv
Supplement 5.0	Accounting Procedure	xv

KINGS POINT GARDEN CLUB BY-LAWS

ARTICLE I PURPOSE

- A. To be a recognized club for promoting an interest in gardening as a hobby.
- B. To provide garden plots for the cultivation of vegetables, herbs and flowers.
- C. To provide orchard-arboretum plots for the cultivation of fruit trees, nut bearing trees and the like, and the cultivation of trees for educational and/or scientific purposes; and
- D. To provide pleasant surroundings, information and assistance (as feasible) to achieve these objectives.

ARTICLE II DEFINITIONS

- A. **Garden Center:** shall mean the portion of property owned by Sun City Center West Master Association which has been leased to the Kings Point Garden Club, (KPGC) in accordance with the terms of the Land Use Agreement.
- B. **Gardening:** shall mean the main tasks related to gardening (i.e. tilling, planting, fertilizing, insect control, irrigation control, weed control, mulching, harvesting.)
- C. **Governing Documents** shall be these By-Laws and any Supplements adopted by the KPGC, as amended from time-to-time.
- D. **Member / Membership:** shall mean an Eligible Applicant who has remitted annual Membership Dues AND signed a Joinder on behalf of himself/herself and his/her Cohabiting Immediate Family. The following terms are related to membership eligibility:
 - 1. **Assignee:** shall mean the **Member** (including Cohabiting Immediate Family) who has been **assigned** to a Plot and/or Orchard.
 - 2. **Cohabiting:** shall mean any other persons who reside in the same Unit/Lot as the Assignee.

Eligible Applicant: ~~shall mean any person who possesses a valid Kings Point Owner badge or Kings Point Lessee badge, issued by the Kings Point Recreation Facility.~~

1. Fulltime Member

Effective January 1, 2021, all new members shall be owner(s) of a unit and be a permanent Florida resident of Kings Point.

2. Seasonal Member

Effective January 1, 2021, is a member who resides part time in Kings Point and is a unit owner who may become a shared

member in a Garden and/or Orchard
with a Fulltime Member.

- 3.
4. **Eligible Guest:** shall mean any person who possesses a **valid** Monthly Guest Badge (issued at the Kings Point Recreation Facility).
5. **Family Membership:** shall include the Assignee as well as the Assignee's Cohabiting Immediate Family.
6. **"In-Good-Standing"** shall mean the Member who (a) pays annual dues by the due-date of each year; (b) actively participates in Gardening; and (c) obeys the Governing Documents.
7. **Immediate Family:** shall mean a Member's cohabitating family member: spouse, parent, grandparent, child, grandchild, sibling, aunt, uncle, and/or domestic partner.
8. ~~**Lessee/Renter:** shall mean any real person whose name appears on a Lease or Rental Agreement for a Unit or Lot within the Kings Point community and who is currently residing in the leased or rented Unit or Lot described on the Lease or Rental Agreement.~~
- E. **Joinder:** shall mean the witnessed and dated signature of the Member that appears on the Membership Application, whereby the Member agrees to abide by the Governing Documents of KPGC. The Joinder is attached to and made a part of the Land Use Agreement, kept on-file by the SCCW Master Association Manager.
- F. **Land Use Agreement:** shall mean the *Agreement for Use of Property for Garden Club Activities* first executed on 2010, between the Kings Point Garden Club [KPGC] board of directors and the Sun City Center West Master Association, Inc. [SCCWMA] board of directors, and as amended, and attached as a supplement to the By-Laws (*See Article XIV. Supplements/Amendment to Supplements, A. (Supplement 2.0)*)
- G. **Orchard (Arboretum)** shall mean a sub-divided section within the Garden Center assigned to a Fulltime Member for the cultivation of food-producing trees, flowers, ~~or~~ ornamental shrubs and **other bushes and plants in containers**. KPGC shall publish parameters for establishing and maintaining an Orchard.
- H. **Plot:** shall mean a sub-divided section within the Garden Center assigned to a Member for the cultivation of vegetables, herbs, and flowers.
- I. **Unit/Lot** shall mean a residential dwelling within the Kings Point community.

ARTICLE III MEMBERSHIP

- A. **Membership Year:** The Membership Year shall be January 1 through December 31.

- B. Membership Eligibility:** KPGC Membership is open to any Eligible Applicant as defined in Article II of these By-Laws who desires the opportunity to engage actively in the practice of horticulture as a hobby.

ARTICLE IV DUES

- A. Amount:** Annual Dues shall be determined at a duly called membership meeting. ~~Twenty-Five (\$25.00) dollars~~ Dues will be for EACH whole Plot assignment or for EACH shared Plot assignment or for EACH whole Orchard assignment or for EACH shared Orchard assignment. Each Dues paid shall be a Family Membership (*see Article II Definitions, E. 5.*)
- B. Waiting List:** There shall be no charge for an Eligible Applicant to place their name on a waiting list.
- C. Remittance:** All Dues shall be paid by check and the Plot and/or Orchard assigned number shall be written in the “memo” portion of the check.
- D. Due Date:** Dues are to be remitted to the KPGC by January 15 of the new Membership Year. The Board may extend a due-date for extenuating circumstances, however the “grace period” for renewal shall not be extended beyond January 31 of the new Membership Year. **ASSIGNEES THAT DO NOT REMIT RENEWAL FEES BY THE DUE DATE AND HAVE NOT REQUESTED AN EXTENSION DUE TO EXTENUATING CIRCUMSTANCES, SHALL BE VIEWED AS HAVING ABANDONED THEIR PLOT AND/OR ORCHARD.**
- E. 14-Month Membership:** Eligible Applicants may join KPGC at any time during a Membership Year. Those who join between November 1 and December 31 of a current Membership Year, shall continue their membership to December 31 of the following year.

ARTICLE V PARTICIPATION AND RESPONSIBILITIES

- A. Application:** Each eligible applicant who desires to be a member of KPGC is required to complete a **Membership Application** and sign the **Joinder** to the *Agreement For Use Of Property For Garden Club Activities*. The Joinder is the Member’s acknowledgment of having read, understood, and agreed to abide by the governing documents of the KPGC.
- B. Authorized Entry:** All persons participating in Gardening **MUST** be a Member of KPGC or an Eligible Guest of a Member.
1. An Assignee and/or the Assignee’s Cohabiting Immediate Family may perform Gardening within the Assignee’s Plot and/or Orchard. The Member shall accept responsibility for the activities of his/her own Immediate Family or Eligible Guest while at the Garden Center.
 2. A Member’s Immediate Family who is not a resident at Kings Point may enter the Garden Center as an Eligible Guest of the Member and participate in Gardening only when accompanied by the Assignee.
 3. A non-member may enter into the Garden Center **ONLY** when accompanied and supervised by a Member or when authorized and/or accompanied the Manager of SCCW Master Association.

- C. Badges:** ~~For reasons of safety and security, all Members, their Immediate Family and Eligible Guests entering the Garden Center must display a Kings Point badge (Owner, Lessee, Guest) at all times.~~
- D. Contact Information:** KPGC Members are responsible for providing and updating their contact information, kept on file with the KPGC Secretary (i.e. Kings Point address, out of state address, mailing address, e-mail address, telephone numbers where they can always be reached.) **FAILURE OF A MEMBER TO SUBMIT UPDATED CONTACT INFORMATION COULD RESULT IN LOSS OF GARDENING PRIVILEGES SHOULD A PLOT OR ORCHARD BE LABELED AS “ABANDONED” DUE TO NOT BEING ABLE TO CONTACT THE MEMBER.**
- E. Plot Assignments:** A Member may be assigned to only ONE Plot and/or to ONE Orchard. The Assignment shall be a Family Membership and all Cohabiting Immediate Family may participate in Gardening. (*See Article IV. Dues*)
- F. Shared Plot:** Upon request and approval of the Board, Members may share a single Plot AND/OR a single Orchard. Each sharing Member shall execute a Membership Application, pay annual Dues, sign a Joinder, and shall have all of the same rights in KPGC activities. The sharing Members shall not be assigned any other Plot and/or Orchard. ~~(As of January 1, 2015, Members who have paid a fee to share 1/3 of the same plot shall be permitted to continue until such time as one of the Members resigns from the assignment. Thereafter, there shall NOT be more than two Members assigned to a single Plot and/or a single Orchard.)~~
- G. Temporary Assistance:** Occasionally, an Assignee may need temporary assistance for a defined period of time due to extended travel or medical problems. When this occurs, the Member should notify the Board of the expected time-frame and make arrangements to have their Plot or Orchard cared for while they are away or recovering.
1. Any Member may assist any Assignee in performing Gardening within the Assignee’s Plot and/or Orchard, upon request of the Assignee.
 2. Any Member may, upon approval of the Board, assist in maintaining another member’s Plot or Orchard for a longer period of time, when extenuating circumstances exist, such as:
 - an Assignee is temporarily unable to care for the plot and does not wish it to be declared Abandoned; and/or
 - the Board deems it necessary to preserve an Assignee’s plot until the Assignee is able to return; or
 - until such time as the Plot or Orchard is considered to be Abandoned and can be re-assigned.
 3. A Member may perform harvesting in the absence of the Assignee, **ONLY** with specific written authorization by the Assignee or Assignee’s Immediate Family, or upon written authorization by the Board of Directors.
 4. An Assignee may hire a Licensed Contractor or engage the services of another Member or be assisted by their own Eligible Guest, and the Assignee shall directly supervise the work.

ARTICLE VI MEETINGS

A. Notice & Quorum Requirements:

1. **Location for Posting Notices:** The official location for posting all Notices of Meetings shall be on the bulletin board located within the Garden Center.
2. **Electronic Attendance (Board of Directors Meeting):** A Director may attend any Board of Directors meeting via electronic means (conference call) and be counted present and vote on any issue that may come before the Board.
3. **Annual Membership Meeting / Election to the Board of Directors** shall be held in **December** each year. An Annual Membership Meeting quorum shall be **twenty-five percent (25%)** of the total Members [Assignees] present in person or by Proxy. The Secretary shall post a notice and agenda not less than **Fourteen (14) days** prior to the meeting date. An Annual Membership Meeting quorum shall be at least **ten (10) Members** [Assignees] present at the meeting.
4. **Regular Membership Meetings** may be held on such days and at such hours as the Board of Directors may, by resolution, appoint. A schedule of dates, times, locations shall be posted in January. Further notice for regular meetings shall not be required, if a schedule of date, time, and location for all of the meetings has been continuously posted throughout the year. The Secretary shall post an agenda not less than five (5) days prior to the meeting date. For ANY meeting where there will be discussion of proposed changes to or a vote to amend the governing documents, the Secretary shall state this **PURPOSE** in bold text at the top of the Meeting Agenda. A Regular Membership Meeting quorum shall be at least **ten (10) Members** [Assignees] present at the meeting.
5. **Special Membership Meeting** may be called upon written petition submitted to the Secretary, signed by at least ten percent (10%) of the voting Members. The Secretary shall post a notice clearly stating the purpose of the meeting and an agenda of any resolutions to be voted not less than **Fourteen (14) days** prior to the meeting date. A Special Membership Meeting quorum shall require at least **ten percent (10%)** of the petitioners to be present at the meeting.
6. **Regular Board of Directors Meetings**, if held, shall be called to order immediately following the Regular Membership Meeting. The Secretary shall post an agenda not less than five (5) days prior to each meeting date. A Regular Board Meeting quorum shall be a **simple majority** of the total Directors..
7. **Special Board of Directors** may be called at any time by the President or by any two (2) Directors. Special Board of Directors Meeting notice shall state the date, time, location, purpose of the meeting, and agenda of any resolutions to be voted. The Secretary shall post a notice and agenda clearly stating the purpose of the meeting, not less than **forty-eight (48) hours** prior to the meeting time. A Special Board Meeting quorum shall be a **simple majority** of the total Directors.

ARTICLE VII VOTING

A. Member Participation: A Member [Assignee] shall have ONE (1) vote per Family Membership at any meeting where a vote of the Membership is taken. A Member may speak to the Board at any Board of Directors meeting, but may not vote.

B. Voting Quorum:

- a. Voting at membership meetings may be by voice vote, hand-vote, or by written ballot, as determined by the Membership at the meeting, except that elections of officers & directors shall be conducted in accordance with Article VIII *Elections*. Actions approved at a Membership Meeting shall only require a simple majority vote of those Members present in person at the meeting (or by Proxy, if proxy forms are issued),
- b. Any action to amend the By-Laws shall be conducted in accordance with Article XI. *Amending the Bylaws*.
- c. Voting at a Board meeting shall be by voice-vote. Actions approved at a Board of Directors meeting shall require a simple majority vote of the Directors present at the meeting.

C. Proxies: A Proxy may be used to establish a quorum for a Membership Meeting and cast votes. A Member may submit a General Proxy or a Limited Proxy statement to the KPGC Secretary, prior to the beginning of the meeting, naming their representative and describing any Limits for how their Proxy is to vote. A Proxy may be any living person the Member selects. A person may hold several Proxies, to represent more than one Member at the same meeting. A Proxy may not be used at a Board meeting and a Director may not vote by e-mail or other correspondence.

ARTICLE VIII ELECTIONS

A. Eligibility: All Candidates for election to the Board of Directors must be Members In-GoodStanding.

B. Number: The Board shall consist of ~~Five (5)~~ Seven (7) persons.

C. Term of Office: Directors shall serve a ~~one~~ two year term or until the next election, whichever comes first.

D. Nominations: Nominations shall be made at a Special Membership Meeting held in October.

E. Election: The election of Directors shall take place at the December Annual Meeting. KPGC shall adopt an Election Procedure (See Article XIV. *Supplements/Amendment to Supplements, C., Supplement 3.0 Election Procedure*))

F. Ballot: If there are more than ~~five (5)~~ seven (7) candidates, the Election shall be decided by plurality vote of the Members [Assignees] present and voting by ballot. If there are ~~five (5)~~ seven (7) or fewer than ~~five (5)~~ seven (7) candidates, the nominees shall be elected by acclamation. Any vacancies on the Board of Directors shall be filled as soon as possible, in accordance with these By-Laws. Results of the election shall be a part of the minutes and ballots kept for one year.

- G. Election of Officers:** ~~The Membership will elect a President, Vice President, Secretary, and Treasurer, and a Director of Maintenance. The office of Secretary and Treasurer may be held by the same person, at the discretion of the Board.~~ The Board of Directors will elect the officers of the club.
- H. Recall:** An Officer or Director may be removed from the Board of Directors at any time, with or without cause, by the affirmative majority vote of the total Membership, present in person (or by Proxy, if proxy forms are issued), at any duly called regular meeting of the Membership.
- I. Vacancies:** Should a vacancy occur on the Board, the remaining Director(s) shall appoint another Member In-Good-Standing to serve until the next Election. The Secretary shall notify the members of a vacancy on the Board by posting a notice on the bulletin board and by sending an e-mail to each Assignee that has a valid e-mail address on-file. The notice shall state the date the vacancy occurred, the position that is open, and the date of the meeting at which the vacancy will be filled, so that interested candidate may submit a letter or e-mail to the Secretary, notifying the Board of their interest in filling the vacancy. At the scheduled meeting, the Secretary shall present the list of all qualified candidates and the remaining Directors shall fill the vacancy from that list.

ARTICLE IX DUTIES OF THE BOARD

- A. President:** The President shall be the chief executive officer of the Association and preside at all Regular and Special meetings of the KPGC. The President shall have the general powers and duties of supervision and management of the KPGC and shall perform all duties as a properly required by the Board of Directors. These duties may include guidance of administration, maintenance operations, improvements, and activities of the KPGC.
- B. Vice President:** The Vice President assists the President; performs duties of the President in the President's absence. The Board of Directors may elect one or more Vice Presidents, who shall have such powers and perform such duties as required by the Board of Directors. In the absence or disability of the President, one of the Vice Presidents, as determined by the Board of Directors, shall perform the duties and exercise the powers of the President.
- C. Secretary:** The Secretary shall have the care of the administrative records of the KPGC. Duties include posting notices of all Regular and Special meetings of KPGC and agenda; transcribing minutes of meetings; keeping copies of the Governing Documents and current Member contact information; keeping records of Plot Assignments and Waiting Lists; ensuring the Master Association Manager receives the original executed Membership Applications and Joinders.
- D. Treasurer:** The Treasurer shall have the care and custody of all the monies and assets of the Association. Duties include proposing an annual budget, keeping the KPGC financial records in a safe place; depositing Members' dues; and paying for goods and services at the direction of the Board; and giving a Cash Report of the monthly income, expense, cash balance at Board and Membership meetings.
- E. Director of Maintenance:** The Maintenance Director shall have the responsibility for maintaining KPGC assets and the common areas of the Garden Center. Duties include arranging for repairs or replacement of assets, arranging for maintenance of Garden Center common areas, keeping track of KPGC inventory in the storage sheds, arranging for Assignees to borrow KPGC equipment when

needed, repairing and replacing equipment as needed, purchasing budgeted items as needed (i.e. gasoline, oil, parts, garden fences, etc.), making sure all receipts and vouchers are submitted to the Treasurer, reporting maintenance issues to the Board, keeping the Board informed when Plots or Orchards are not kept tended by the Assignee, and other duties assigned by the Board.

- F. **Social Director:** Duties include the planning and implementation of social events for the membership as directed by the majority of the Board. The Social Director may form a committee to help with planning and implementation of events. Supplies needed for a club event may be obtained by charging members a fee for such event or solely by club funds if the Board agrees.
- G. **Education Director:** Duties include coordination of educational opportunities offered by state, county, local gardening companies, university programs or by the clubs membership in an effort to enhance the gardening experience of the membership. If required, a fee may be charged for training or classes for such uses as but not limited to classroom rental or training aids with the approval of the Board.

ARTICLE X PLOTS AND ORCHARDS

- A. **Assignments:** Upon acceptance of a Membership Application, the Vice President (or other officer assigned by the Board) shall assign a Plot and/or Orchard to the Applicant.
- B. **Garden Plots:** Flowers, bushes and vegetables but not trees are permitted in a plot. (*see Article V, Participation & Responsibilities E. Plot Assignments and F. Shared Plot*)
- C. **Orchard-Arboretum Plots:** Flowers and bushes may also be planted in the orchard plots ~~but not vegetables.~~ and other plants in containers An Orchard shall only be assigned to a Member [Assignee] “In-Good-Standing” who has maintained a Garden Plot for a minimum period of six (6) months. An Orchard plot may be retained by a Member [Assignee] who has maintained a garden plot. (*see Article V, Participation & Responsibilities E. Plot Assignments and F. Shared Plot*)
- D. **Waiting List:** The Vice President (or other officer assigned by the Board) shall keep the Waiting List of Eligible Applicants.
 - 1. When applicants exceed Plot availability, the Board will create and maintain Waiting Lists for Garden Plots and for Orchard Plots.
 - 2. When a Plot becomes available, the current Assignees will have the first opportunity to change their Plot or Orchard assignment. If more than one Assignee desires the same available space, the decision shall be made by lottery. A Member [Assignee] may not change Plot or Orchard locations until the Member [Assignee] puts their former Plot or Orchard into acceptable condition, in accordance with the ***Guidelines And Garden Etiquette*** which have been adopted by the Board of Directors (*See Article XIV. Supplements/Amendment to Supplements, A. Guidelines and Garden Etiquette (Supplement 1.0)*)
 - 3. The person at the top of the Waiting List will be offered the next vacated Plot or Orchard. If that Plot or Orchard is refused, the next person on the Waiting List will be consulted. Each person

who refuses the vacated space will be placed at the bottom of the list. The process will continue until the vacated Plot or Orchard is successfully assigned.

4. If the person on the Waiting List wants a full Plot but a half Plot becomes available and they refuse the half Plot, their name will remain on the top of the list until a full Plot becomes available.

E. Plot Maintenance: Each Member [Assignee] is responsible for the neat appearance of their plot and adjacent area ways. All tool boxes and other structures shall be kept within the plot boundaries. Plots must be maintained year round. Members [Assignees] absent from the area must cover their plots and/or have someone care for them. All loose materials should be secured in such a way that they will not become projectiles during a hurricane. No structure of any kind shall be erected without the approval of the Board of Directors except for those structures described in **Guidelines And Garden Etiquette**.

F. Default: KPGC shall adopt a procedure for **Due Process** for Members Not-In-Good-Standing and Default or Abandonment of a Plot (See Article XIV. *Supplements/Amendment to Supplements, D. Due Process (Supplement 4.0)*)

1. The Board of Directors shall immediately notify a Member [Assignee] of any deficiency which would cause a Member [Assignee] to depart from being “In-Good-Standing” defined in Article II of these By-Laws The Board of Directors shall give the Member [Assignee] time to correct the deficiency.
2. Members [Assignees] who are deemed to be Not In-Good-Standing, who do not act to change their status after receiving written notice from KPGC Secretary, shall be in **Default**. After Due Process, the Board shall cancel the Membership. An Assignee in Default, shall relinquish the assigned Plot and/or Orchard.
3. Any Member [Assignee] who remains in Default during the membership year shall relinquish his/her assigned Plot or Orchard, within 30 days of receipt of written notice from the Board of Directors. There shall be no refund of Membership Fees.
 - a. Personal property of an Assignee (i.e. irrigation timer, personal tool box, bagged soil or mulch, tarps, stakes, etc.) should be removed by the Assignee voluntarily giving up a Garden Plot or Orchard.
4. Assignees who do not participate in Gardening during the annual growing seasons, and do not respond to the Board’s inquiries, shall be deemed to have **Abandoned** their Plot or Orchard, and it will be cleaned up and re-assigned.
 - a. Members may NOT remove any items from an Abandoned Plot or Orchard, (i.e. fencing and gates, irrigation system and components, raised garden surrounds, constructed boxes) which are the property of the KPGC, or personal items of the former Assignee. Retention or disposal of **ANY AND ALL** items within an Abandoned Plot or Orchard shall be determined by the Board.

ARTICLE XI AMENDING THE BY-LAWS

- A. Voting Quorum:** The By-Laws may be amended or repealed by at least twenty-five percent (25%) of the total Membership [Assignees] voting in person or by proxy ~~at any Membership Meeting.~~
- B. Proposal to Amend:** Any proposal to amend the By-Laws shall be submitted in writing (specific text of the motion is required) by a Board resolution or by a Membership resolution at a duly called meeting, at least two months prior to voting. **All proposed amendments must have prior approval of the SCCWMA, to ensure the amendment is not in conflict with the Land Use Agreement.**
- C. Membership Preview:** The proposed text of the amendment(s) shall be read into or attached to the minutes at a duly called meeting, one month prior to voting.
- D. Notice of Meeting to Vote on Amendment:** Notice of the Membership Meeting to amend the ByLaws shall be posted at least **Fourteen (14) days** prior to the meeting and the text of the proposed amendment(s) shall be posted with the meeting notice and agenda.
- E. Limited Proxy:** Members may vote for or against the amendment(s) in person at the Membership Meeting or by Limited Proxy. A Member may request a form of Limited Proxy from the Secretary. The Member may submit a proxy to the Secretary, in person, by mail, or transmit it electronically (fax or e-mail attachment) but all executed Proxy forms must be submitted prior to calling the meeting to order and the person named as Proxy by the Member, must be present at the meeting for the vote to be counted.

ARTICLE XII COMMITTEES

- A. Ad-Hoc & Standing Committees:** The Board can, by resolution, appoint Ad Hoc Committees to meet short-term goals or Standing Committees to provide ongoing assistance to the KPGC and its Board of Directors.
 - 1. **Audit Committee** (Ad Hoc) An Audit Committee **shall** be appointed annually to review the KPGC financial records to ensure accurate record keeping and to make recommendations to the Board for how to fund improvements. (See Article XIII. *Finances, G.*)
 - 2. **Social Committee** (Standing) may be appointed to plan, organize, and host events for the KPGC Members.
 - 3. **Maintenance Committee** (Standing) may be appointed to assist the Director of Maintenance to arrange for or perform maintenance tasks within the common areas and buildings at the Garden Center, assign or reassign Plots, report theft, damages, or bodily injury to the Master Association Manager, keep an inventory of KPGC equipment, replace equipment when required, and coordinate temporary assistance for Members. A Director of the Board shall chair this committee.
 - 4. **Records Committee** (Standing) may be appointed to assist the Secretary by reviewing the administrative records from time to time to ensure they are in good order, that Membership Applications and Joinders are current for each Member, that the Joinder with Member's original signature is filed with the SCCW Master Association Manager, and that Members' contact

information is kept up-to-date. The Committee Members may assist in posting notices, scribing meeting minutes, tracking correspondence and responses, or performing other tasks requested by the Secretary. The Secretary shall chair this committee.

ARTICLE XIII FINANCES

- A. Accounting Procedure:** KPGC shall adopt an Accounting Procedure (See Article XIV. *Supplements/Amendment to Supplements, E, Supplement 5.0*)
- B. Annual Budget:** The Treasurer shall propose an annual budget which shall be approved each year, in November, at a duly called Board of Directors meeting. The budget shall include operating costs (insurance, fees, repairs and maintenance costs, and propose a Reserve fund to replace the KPGC's assets (storage buildings and equipment costing more than \$500).)
- C. Expenditures:** An accurate account shall be kept of all expenditures of the KPGC. Reimbursable expenditures may be made by a Member on behalf of the KPGC only with prior approval of the Treasurer and another Director on the Board. The Treasurer may create forms that facilitate good record keeping. Expenditure Requests and Reimbursement Requests shall be made in writing, to the Treasurer.
- D. Voucher:** The Treasurer shall complete a Voucher whenever KPGC funds are disbursed to a Member in cash or by check. The Member shall, within 48 hours of expending the funds, return to the Treasurer, all itemized vendor receipts and all remaining cash to the Treasurer.
- E. Reimbursement:** If a Member expects reimbursement for an expenditure of personal funds, the Member must have prior approval of the Treasurer and another officer on the Board and submit a Reimbursement Request to the Treasurer along with the itemized vendor receipts for the goods or services.
- F. Record Keeping:** The Board of Directors shall keep financial records for a period of not less than three (3) years, including (bank statements, Expense Requests, vendor receipts, Reimbursement Requests, Income & Expense ledger, bank account reconciliations, copies of the approved annual budgets, and the Treasurer's Monthly Cash Report.
- G. Financial Audit:** The **Ad Hoc Audit Committee** shall be made up of three (3) Members who have not served on the Board of Directors within the past two (2) years. The Committee shall audit the prior year's financial records. The Committee shall be discharged when the audit is completed and reported to the Board and the Membership. The audit report shall be attached to the minutes of the next scheduled meeting where the Audit Report is given.

ARTICLE XIV SUPPLEMENTS; AMENDMENTS TO SUPPLEMENTS

- A. Supplement 1.0** **Rules - Guidelines and Garden Etiquette:** Members shall conform to the rules adopted by the Board of Directors in this Supplement. This Supplement may be amended at the sole discretion of the Board of Directors at any duly called meeting of the Board. proposed rule changes

shall be posted prior to the meeting at which they will be adopted. The changes shall be publicized by posting on the bulletin board with the approval date and effective date clearly shown and a copy shall be included in or attached to the meeting minutes.

- B. Supplement 2.0 Land Use - *Agreement for Use of Property for Garden Club Activities*:** The Board of Directors shall ensure that the Garden Club operations conform to this Land Use Agreement at all times. The Land Use Agreement may only be amended by the Sun City Center West Master Association with concurrence of the KPGC Board of Directors and shall be effective when signed by both parties.
- C. Supplement 3.0 Election Procedure** – The Board of Directors may amend this Supplement only after presenting and discussing the purpose of the change at a duly called Membership Meeting. The Board shall write the changes to conform with the desires of the membership, post the proposed text on the bulletin board 5 days prior to the Board meeting where the vote will take place.
- D. Supplement 4.0 Due Process** – The Board of Directors may amend this Supplement only after presenting and discussing the purpose of the change at a duly called Membership Meeting. The Board shall write the changes to conform with the desires of the membership, post the proposed text on the bulletin board 5 days prior to the Board meeting where the vote will take place.
- E. Supplement 5.0 Accounting Procedure** – The Board of Directors may amend this Supplement only after presenting and discussing the purpose of the change at a duly called Membership Meeting. The Board shall write the changes to conform with the desires of the membership, post the proposed text on the bulletin board 5 days prior to the Board meeting where the vote will take place.

SUPPLEMENT 1.0 GUIDELINES AND GARDEN ETIQUETTE

- A. These Guidelines as set forth may be changed at the discretion of the Board of Directors at a duly called Board of Directors meeting (see By-Law, Article XI). These guidelines will help the gardens to be more attractive and the gardeners to have a more enjoyable experience. Your continued cooperation is appreciated.
1. Do not move or alter the plot markers at the corners of your plot(s). Each gardener must keep weeds under control in their plot(s) at all times and is also expected to keep weeds from growing in the paths adjacent to their plot(s). If you do not intend to garden for an extended period, you must properly weed proof your plot(s) or arrange for the plot(s) to be weeded in your absence.
 2. Please consult, cooperate and work with your neighbors when establishing fencing and/or irrigation and drainage mechanisms for your plot(s). Nothing may be added to the exterior of your fenced area. Note that chicken wire fences are prohibited effective with the revision of the Guidelines.
 3. Club equipment stored in our shed is available for the use of each club member. Be sure to obtain instruction in the proper use of any club tool before using it. Be sure to return it to the shed properly cleaned before you leave the garden area. Do not take any garden club tools or equipment from the garden area.
 4. Please do not borrow another member's tools or materials without the member's explicit permission.
 5. Weeds and other vegetation removed from your garden or orchard may be placed in the dumpster. Other trash, including wire fencing, all lumber, plastic, paper, stone, rocks, hoses, etc. must be taken home and disposed of through the County trash system.
 6. Reptiles and rodents are attracted to places where they can hide. We recommend that tool boxes and other supplies be raised off the ground. We further recommend that you never put your hands or feet where you cannot see them. Use a tool or stick first.
 7. Well water is supplied for our gardening use. Please do not waste it by over watering. When leaving the garden be sure to turn the water off or to set your timer to shut the water off in a reasonable length of time after your departure. Do not inadvertently water neighboring plots.
 8. The master valve for the entire garden water supply is at the east edge of the garden plot No. 1. This valve is not to be shut off except if there is an emergency. Notify the Maintenance Director immediately.
 9. We recommend that you bring water for drinking purposes from your home.
 10. You can obtain lock combinations for shed and gate locks from any club officer or other club members.

11. The Director in charge of maintenance will call any work day needed and a notice will be posted on the bulletin board.
12. All Kings Point Garden Club members are being asked to maintain their garden plot(s) to higher standards. Part of this is the results of a recent review and recommendations by the Master Association, which owns the lands we maintain our gardens on. Part of it is to put our best face forward as our community grows and expands around us.
13. The fence line areas should be kept free of weeds and grass. This includes the outside fence area of your plot. This is a project that needs to be addressed year round. These areas get unsightly in the summer months.
14. Raised beds may be built using composite or any suitable woods that will have a long lifespan. Some people have even constructed their raised beds using cinder blocks. Gardens may also consist of Earth Boxes. These may be purchased locally or constructed on site with materials available locally. There are many examples in the existing gardens. Members are available to assist all new owners in building their own earth boxes. The Board is very much open to any other new kind of container gardening.
15. Mulch over the ground cover is recommended but not required.
16. Garden plot owners are expected to maintain their plot(s) in a neat manner, free of weeds with no adverse impact on and respect for your neighbors.
17. The Board required an action plan from all new plot owners detailing how they propose to build out their garden plots.
18. Trellis: A trellis is permitted to support growing plants. Trellis shall be no taller than 6' and shall be made of durable, sturdy material. Decorative garden arches are permitted with prior permission of the Maintenance Director. Request must be in writing describing the size, materials, etc.
19. Tool Box: The Assignee may install a single tool box, either constructed from treated lumber or of a durable pre-fabricated material, no larger than 3'W x 6'L x 2'H. The tool box shall be the property of the Assignee.
20. Orchards must be kept clear of weeds and debris. Diseased trees that have no hope of recovery must be removed immediately. Non-producing, declined, or diseased trees must be completely removed by the Assignee, including all roots.
21. Please read notices on the garden bulletin board on a regular basis to keep up with procedural changes, impending meetings and other current information.
22. **Hillsborough County and Kings Point leash laws and pet rules apply to the Garden Center.** For the comfort, health, and safety of our members and guests, remember that pets must be leashed at all times. If your pet makes a "deposit" on the Garden Center grounds, you must immediately remove and properly disposed of the pet waste. Wet spots must be neutralized with an approved solution to prevent dead grass and neutralize odor. Any pet that behaves in an unruly manner while in the garden center shall be

escorted from the property, along with its owner. If there are repeated violations by a Member or the Member's family member or guest, the By-Laws shall be followed. (*See Article XIV.*

Supplements/Amendment to Supplements, D. Due Process (Supplement 4.0)) Remember, it is a privilege to bring your pet to the Garden Center, not a right.

23. Any person whose behavior poses a threat to the comfort, health, or safety of other persons at the garden center shall be escorted from the property and shall not be allowed to return until the Board of Directors is assured that the incident or circumstance will not reoccur.
24. Be an encourager and do not take your Board Members for granted; say thank you often! There are several ways for Members to make their desires known in a positive way: 1) use the suggestion box; 2) attend the meetings! All suggestions and motions submitted in writing to the Secretary will be put on the agenda to be considered at the next meeting. Please don't complain unless you can offer a solution. If you have a problem that the Board can't seem to resolve for you, call for a Membership Meeting to present your case. Good suggestions are always welcome. Implementing your ideas may not always be possible but if you never ask, you will never know!
25. VOLUNTEERS ARE ALWAYS NEEDED TO MAINTAIN THE GARDEN CENTER COMMON AREA. PLEASE BE ONE OF THOSE VOLUNTEERS.

SUPPLEMENT 2.0
LAND USE AGREEMENT

AGREEMENT FOR USE OF LAND FOR GARDEN CLUB ACTIVITIES
KINGS POINT GARDEN CLUB
AND
SUN CITY CENTER WEST MASTER ASSOCIATION

This Agreement is between **Kings Point Garden Club**, an unincorporated club, which purpose is for promoting an interest in gardening as a hobby, and **Sun City Center West Master Association, Inc.** ("SCCWMA"), as owner of Land described as Lake Parcel B ("the Land") which is located on Kings Green Drive, Sun City Center, Florida, in the southwest corner of the Kings Point Community.

WHEREAS, the KPGC and its Members (collectively referred to herein as ("KPGC")) wish to use the Land for gardening and related purposes; and

WHEREAS, SCCWMA wishes to allow KPGC Members to use the Land, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the KPGC and its undersigned Members and the SCCWMA (collectively, the "Parties"), hereby agree as follows:

1. **License:** SCCWMA hereby authorizes the KPGC and those Members who execute this Agreement or a joinder agreeing to comply with this Agreement, to use the Land for so long as this Agreement is in effect for the purpose of gardening and related activities, all in accordance with this Agreement.

2. **Use Restrictions:** The Parties agree that the use of the Land is permitted only in accordance with this Agreement, the KPGC By-Laws attached hereto as Exhibit "A", the Guidelines and Garden Etiquette (January 8, 2008) attached hereto as Exhibit "B" and other rules and regulations approved by the KPGC and SCCWMA, all as may be adopted and amended from time to time (collectively, the "Rules"). The Parties agree that no Rules shall be adopted or amended without the prior approval of the SCCWMA.

3. **Term:** The term of this Agreement shall be for one year from the date of full execution hereof. If this Agreement is not terminated as provided for herein, this Agreement shall be automatically renewed for an additional five (5) years on its first anniversary date, and for an additional five (5) years on each subsequent expiration date.

4. **Termination:** KPGC agrees that SCCWMA may terminate this Agreement in its sole and absolute discretion by giving KPGC six (6) months prior written notice. If so terminated, KPGC agrees to clear the Land of all personal property

belonging to KPGC and its Members and surrender the Land and all improvements thereon to SCCWMA prior to the expiration of the six (6) month period, after which the parties shall have no further rights, obligations or liabilities under this Agreement except for those provisions that survive termination of this Agreement.

5. **Fee:** KPGC shall pay SCCWMA a fee of \$10.00 per year or any portion thereof for use of the Land. All fees collected by KPGC from its Members shall be used to operate, maintain and manage the Land for the benefit of the Members. Officers and Directors of the KPGC shall serve without compensation.

6. **Maintenance, Additions, Alterations, And Improvements:**

a. KPGC shall be responsible for the costs to operate, manage and maintain the Land, any improvements located on the Land and the personal property of KPGC and its Members, as necessary and appropriate for the safety, security, comfort, standard functionality, and the benefit of KPGC and its Members.

b. SCCWMA has the authority, but not the obligation, to make additions, alterations, and improvements to the Land in its sole and absolute discretion. KPGC agrees that it will not make, or allow to be made, any alterations to the Land or the improvements thereon without the prior written approval of SCCWMA. Further, KPGC shall keep the Land and the improvements thereon free and clear of all liens and encumbrances arising out of or incidental to any work performed, material furnished or obligations incurred by or at the instance of KPGC.

c. KPGC shall notify SCCWMA whenever a written Agreement for construction or other contracted service is desired to be executed. **All Agreements for maintenance or construction on the Land are subject to SCCWMA's prior written approval.**

d. KPGC shall reimburse SCCWMA upon request for all expenditures made by SCCWMA to or on the Land at the request of or otherwise agreed to by KPGC.

e. KPGC shall not permit any toxic or hazardous materials to enter or remain on the Land, excluding petroleum products in equipment tanks and fertilizers and pesticides in quantities appropriate for gardening activities.

7. **Management:** KPGC shall conduct and manage, using good business practices, all operations associated with KPGC and its Members' use of the Land, including collecting membership fees, managing KPGC's treasury, maintenance of the Land, and making sure that each Member has executed a membership agreement with KPGC and joined in this Agreement prior to entering the Land. All KPGC rules and regulations governing its Members are subject to approval by SCCWMA.

8. **Records:** KPGC shall provide copies of certain records to SCCWMA, upon request, including, but not limited to:

- a. KPGC documents (Bylaws, amendments thereto, other rules and regulations;
- b. financial reports;
- c. insurance records;
- d. forms used in the daily operation of KPGC;
- e. copies of all Member Agreements; and
- f. current Membership roster.)

9. **Insurance:** KPGC shall maintain hazard and liability insurance on the Land and on all property owned by KPGC stored or used on the Land in amounts approved by SCCWMA. Said Insurance shall name the Members and SCCWMA as additional insured parties. KPGC shall provide SCCWMA a certificate of insurance upon execution of this Agreement and upon each renewal of said insurance.

10. **Indemnification:** KPGC and each Member agree to indemnify and hold harmless SCCWMA for any and all claims and damages of any nature whatsoever arising from or incidental to their use, occupation, management, operation and maintenance of the Property by its officers, directors, employees, Members, agents, contractors, volunteers and invitees, and against all legal and paralegal fees and costs related thereto. This indemnification shall survive the expiration or termination of this Agreement. Only residents of Kings Point shall be permitted to be Members of KPGC, and KPGC reserves the right to terminate any Membership. Membership shall automatically expire when a member ceases to own property in Kings Point.

11. **Breach Of Agreement:**

a. **Breach:** KPGC shall be in breach of this Agreement should KPGC cease operations on the Property, as described in KPGC Bylaws and this Agreement, or fail to comply with the terms and conditions of this Agreement.

b. **Remedy:** KPGC shall have fifteen (15) days, after written notification to KPGC by SCCWMA, to correct any breach of this Agreement. If the breach is not corrected, SCCWMA may terminate this Agreement, and then KPGC agrees to the following if required by SCCWMA:

- i) KPGC shall turn over all of its records, its operating funds, its invested funds, and its membership records to SCCWMA.
- ii) SCCWMA shall mail a notice to each KPGC Member, at their last mailing-address-of-record, notifying them of the change in status of KPGC, and SCCWMA may take over the

management and administration of KPGC operations, or terminate all said Membership and operations of KPGC.

c. **Enforcement:** KPGC and each Member agree that this Agreement may be enforced by KPGC, any Member, and SCCWMA.

12. **SCCWMA Use-Rights:** Notwithstanding anything to the contrary in this Agreement, for so long as this Agreement remains in effect, SCCWMA reserves the right to use any portion or all of the Land for other purposes provided such purposes do not interfere with then-existing Member agreements.

13. **Acceptance:** The individual signatories warrant that they are duly authorized to sign this Agreement and bind their respective parties.

14. **Assignment:** ~~KPGC may not assign any of its rights, obligations or liabilities under this Agreement without the prior written consent of SCCWMA in its sole and absolute discretion.~~

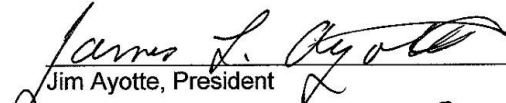
15. **Governing Law:** It is agreed that this Agreement shall be governed by, and construed and enforced in accordance with Florida law.

16. **Entire Agreement/No Recording:** This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party hereto, except to the extent incorporated into this Agreement. This Agreement shall not be recorded in the public records.

17. **Modification To Agreement:** Any modification of this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

This Agreement is accepted by all Parties signing below, individually or on behalf of their respective organizations as applicable and shall be binding upon the respective representatives, successors and assigns of the Parties hereto.

Kings Point Garden Club



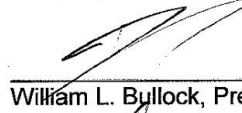
Jim Ayotte, President

Date: 10-27-10



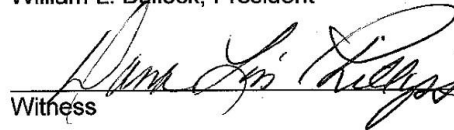
Witness

Sun City Center West Master Association, Inc.



William L. Bullock, President

Date: 10/25/10



Witness

NOTE: The Board of Directors of KPGC and of SCCWMA executed this Agreement. Additionally, each Member [the Assignee] will sign a JOINDER statement on the Membership Application. The Joinder from each Member shall be kept on file, attached to this Agreement.

JOINDER

The undersigned Members of the Kings Point Garden Club hereby acknowledge, approve, join in and agree to be bound by the Garden Club Agreement with SCCWMA and agree to comply with the KPGC bylaws and the rules and regulations of the KPGC and the SCCWMA as adopted and amended from time to time.

Signature	_____	Signature	_____
Printed	_____	Printed	_____
Dated	_____	Dated	_____

Signature	_____	Signature	_____
Printed	_____	Printed	_____
Dated	_____	Dated	_____

Signature	_____	Signature	_____
Printed	_____	Printed	_____
Dated	_____	Dated	_____

Signature	_____	Signature	_____
Printed	_____	Printed	_____
Dated	_____	Dated	_____

Signature	_____	Signature	_____
Printed	_____	Printed	_____
Dated	_____	Dated	_____

ADDENDUM TO GARDEN CLUB AGREEMENT:

Resolved 4/8/2013, that the Master Association adopts the following Addendum to Agreement, for the purpose of clarifying the expectations that the Master Association has of the Garden Club Board of Directors in relationship to maintenance of the Garden Center:

“The Garden Club Board of Directors shall be responsible to the Master Association to:

- A. arrange for proper disposal of unwanted gardening material;
- B. maintain an irrigation supply system to the Land;
- C. follow Best Practices for any label of chemicals applied on the Land;
- D. promote the natural drainage of storm water from the Land while protecting surrounding natural resources;
- E. protect native healthy trees on the Land;
- F. set rules for the manner in which Garden Club members gain access the Land, to minimize damage to grassy areas;
- G. design and re-arrange the layout of the garden plots, as necessary, to promote efficient use of the land and maintain a well-kept look throughout the area; and re-assign garden plots to Club members as necessary to accomplish this goal;
- H. publish a standard of durable materials and acceptable layouts to be used whenever a garden plot is newly assigned (or when materials are replaced in existing plots), to promote an attractive appearance throughout the Land.”

SUPPLEMENT 3.0 ELECTION PROCEDURE

A. Qualities Of A Good Leader: Members should look for leadership qualities among the Membership and encourage participation in guiding the KPGC. A Garden Club leader should be:

1. A person who has an enthusiasm for Gardening
2. A person with a vision for fulfilling the purpose of the KPGC
3. A person who can motivate others to serve the best interests of Members
4. A person who has the common interest of the Membership at heart
5. A person willing to serve others, objectively and fairly, as a volunteer with no personal gain
6. A person with an even-temper, approachable manner, and great common sense
7. A person who has the basic knowledge to perform the duties of a Board member
8. A person who appreciates the wondrous variety of plants as well as people, realizing that each requires different care, and that human nature as well as Mother Nature require respect.
9. A person who will continuously encourage all Members to follow the standards and guidelines of the governing documents, to work in harmony for the betterment of the KPGC, to share knowledge and experience, to promote friendships, and to preserve the serenity of the Garden Center.

B. Nomination Process: In October, a Member may nominate themselves by submitting a letter to the KPGC Secretary. The nominee's form letter shall clearly state the following:

1. **I, (*John Doe, address, phone*) am submitting my name to be placed in nomination for the December (*year*) election to the Board of Directors. I want to be nominated for the following position: (*Circle one: President, Vice President, Secretary, Treasurer, Director of Maintenance*) for a one-year term. I reside at **Kings Point** (*all year*) or (*from (date) to (date)*). I believe I will make a good Director because: (*background, knowledge, abilities, etc.*). **Nominee's Signature and date.****
2. In October, the KPGC shall hold a Membership Meeting to accept nominations. The Secretary shall read the correspondence of any Member who is self-nominated and make the nomination to the Chair. Additional nominations may be made to the Chair at the meeting and the Secretary shall make note of the nominations and reflect the same in the minutes. Each additional nominee **must** state his/her willingness to serve, availability for service, background/knowledge/abilities, etc. and if there are limitations as to which position he/she could fulfill on the Board.
3. When there are no more nominations, the Chair shall close the nominations. The Secretary shall read all of the candidates' names for the record and the Members shall vote to accept the slate for the election in December.
4. If there is only one nominee for each position, a balloted election shall not be held in December. The slate, as accepted by the Members, shall be the Directors of the KPGC in the coming Membership year. The new Directors shall appoint a Member to fill any vacancy that occurs on the Board.

C. **Meeting Materials:** The Secretary shall deliver Election or Meeting materials to any Member who requests early voting or absentee ballot. If the Member wants someone else to represent their Membership at the Meeting, then submit an executed Proxy form to the Secretary, prior to the beginning of the meeting. The person named as the Member's Proxy must attend.

1. **Materials** include:

- a. A **Proxy/Validation Form & Election Ballot** listing the names of the candidates in alphabetical order, by last name, with a check-box next to each name
- b. A **Ballot Envelope** (*small (#6 size) blank; no identifying marks*)
- c. A **Return Envelope** (#9 or #10 size), with the following:

- i. KPGC Secretary's mailing address label on the front of the envelope
- ii. A sequential number written at the top left corner of the Proxy/Validation Form.

The numbering system shall be sequential one Form for each Family Membership or Individual Membership. (*i.e. if there are 130 Voting Members, there shall be not more than 130 sequentially numbered Forms available for distribution and no Membership shall receive more than one (1) Form.*)

2. **Voting Instructions:**

- a. The Assignee OR Individual Member may vote early or in absentia by requesting the election materials from the Secretary.
- b. The following instructions shall be included with the voting materials:
 - i. There is only ONE (1) ballot for each paid membership; also, the Assignee of a Plot plus Orchard combination will only receive ONE (1) ballot.
 - ii. Sign the Validation Form
 - iii. Mark your Ballot. Vote for up to five (5) candidates by placing an X in the box next to each name selected. Make no other marks on the ballot form.
 - iv. Separate the Ballot from the Validation Form
 - v. Seal the Ballot into the SMALL Ballot Envelope and seal it. DO NOT write on the Ballot Envelope.
 - vi. If voting early or in Absentia, Insert the SMALL Sealed Envelope in the Return Envelope and also include your Proxy/ Validation Form in the Return Envelope.
 - vii. Return your Proxy/Validation Form & Ballot to the KPGC Secretary via U.S. Mail or handed to the KPGC Secretary at the meeting where the election is held.
- c. Voting Members attending the Annual Meeting/Election may obtain the Voting Materials as each they sign-in. Before the meeting is called to order, the Voting Member shall sign the Validation Form, mark their ballot, separate it from the Validation Form, seal their ballot in the SMALL envelope, and give their Validation Form and to the Secretary and drop their ballot in the Ballot Box.
 - i. At this time, the Secretary will also open the Return Envelope of each early voter, check the name on the Voting Roster, and drop the sealed ballot into the Ballot Box.
 - ii. The Proxy/Validation Form shall be given to the Secretary to help establish the Quorum for the Annual Meeting.

3. **Roll-Call/Sign-In:** The Secretary shall prepare a Roll-Call/Sign-In Sheet for Voting Validation.
 - a. MEMBERS SHOULD ARRIVE THIRTY MINUTES PRIOR TO THE CALL-TO-ORDER, TO SIGN IN AND SUBMIT THEIR BALLOT TO THE ASSISTANT SECRETARY. THE POLLS SHALL CLOSE WHEN ALL BALLOTS HAVE BEEN COUNTED.
 - b. The Voting Member shall be the person who signs the Roll Call Sign-In sheet on behalf of the Family Membership or Individual Membership.
 - c. If the signer is a Proxy Holder, the Proxy/Validation Form must be executed by the Member, naming that person as their Proxy for the meeting.
 - d. The Secretary shall validate the sealed envelopes by matching the names on the Proxy/Validation Form with the Membership Roster.

4. **Ballot Validation:** After the Call to Order, the Board shall request three (3) impartial volunteers to open ballot envelopes and count the votes. The Ballot Envelope shall be opened by the Counters, who shall verify that there is only ONE (1) ballot within. Then the Counters will tally the votes and present the results to the Secretary. The Secretary shall verify that the total number of ballots does not exceed the number of validation forms.
 - a. The following shall invalidate a vote:
 - i. Validation Form not signed, or number altered.
 - ii. Ballot not sealed in Ballot Envelope.
 - iii. Ballot Envelope missing; Ballot missing from Ballot Envelope
 - iv. More than one Ballot submitted for the same Family Membership
 - b. The Secretary shall note on the Roll Call/Sign-In Sheet if validated Ballot was returned.
 - c. The Counter's tally sheets, ALL numbered Validation Forms, and marked ballots shall be kept by the Secretary with the KPGC administrative records until the next election.
 - d. The Secretary shall enter the Results of the Election in the Meeting Minutes. The exact tally does not need to be recorded in the Meeting Minutes however the record of the vote shall be given to any Member who requests the information.

SUPPLEMENT 4.0 DUE PROCESS

A. Due Process for Members Not-In-Good-Standing; Default or Abandonment of a Plot:

1. Any complaint regarding violation of the Governing Documents by a Member or a Member's invited guest must be witnessed and attested to by at least two KPGC Members and reported to the Director of Maintenance in writing, before action can be taken. The Director of Maintenance shall follow-up to verify the facts and determine if the Member was in violation. If verified, then the following shall take place:

2. The Secretary shall mail a notice to the Member or Assignee explaining the facts of the violation, as reported. If the violation is not corrected within thirty (30) days, the Secretary shall mail a second notice to let the Member know that they are deemed to be "Not-In-

GoodStanding". If the violation is subsequently corrected within fifteen (15) days of the second notification, the Member shall be In Good Standing.

3. If the violation is not corrected within fifteen (15) days of the second notification, then the Member or Assignee shall forfeit his/her Membership, the Assignee shall forfeit the Plot and/or Orchard for reassignment, and there shall be no refund of Membership Fees.
4. If a Plot or Orchard requires maintenance, the Board will first attempt to call the Assignee to notify them of the problem and determine the Assignee's time frame for correcting the problem.
5. If the Assignee cannot be reached by phone, the Secretary shall mail notice to the Assignee to the most current address on-file. All correspondence shall be read at the next Board meeting. The Secretary shall note the correspondence in the minutes (date, to, from, subject) and the board's disposition of the correspondence (filed or if further action is required).
6. Assignees will have thirty (30) days from date of mailing to resolve a maintenance problem.
 - A. If the Plot or Orchard is not maintained within the allotted time, the assigned space will be considered to be **Abandoned**. The Maintenance Director shall attempt to call the Assignee to verify the Assignee's intentions for working the Plot. If the Maintenance Director is unable to contact the Assignee and the assignee does not respond to the Secretary's correspondence within thirty (30) days of mailing, then the Assignee shall be in **Default** and shall forfeit the Plot and/or Orchard for reassignment. There shall be no refund of Dues.
 - B. If an Assignee does not start and maintain a Garden during at least one of the Membership year's growing seasons, the Plot will be considered to be **Abandoned** and the Plot shall be reassigned.

SUPPLEMENT 5.0 ACCOUNTING PROCEDURE

- A. General:** The Treasurer shall keep accurate records of the KPGC funds and be ready to report the condition of the Treasury at each meeting. The following conditions shall be met:
1. The Board of Directors shall approve the banking institution where KPGC funds are deposited. *The current account is a Wells Fargo checking account.*
 2. Checks shall require two (2) signatories.
 3. Petty Cash shall not be kept.
 4. A Debit Card shall be issued in the name of the Treasurer. A Debit Card and pin number shall be provided to the Maintenance Director who shall use the Debit Card for budgeted expenditures (gasoline, equipment repairs, etc.)

5. Expenditures for capital improvements or asset (reserved) replacements, non-budgeted expenditures, and funds requests for special purposes shall require approval at a Membership meeting, prior to disbursing the funds.
6. All expenditures shall be noted on the Expense Voucher Form and the Transmittal Form with attached with tape or stapled to the Expense Voucher Form, given to the Treasurer. The Treasurer shall give a copy of the Transmittal to the Secretary to keep with the meeting minutes.
7. The Treasurer shall note all Debit Card expenditures and Check withdrawals on an Expense Voucher form. This Voucher must be kept on file by the Secretary and Treasurer as a Record of His Authority to approve the Debit Card expenditures or issue a check.
8. The completed Voucher form shall be attached to the Treasurer's report presented to the members at the next meeting. The Treasurer's shall give a cash report at each meeting (balance sheet and income statement with the Voucher Form attached.)
9. All Funds Requests and Reimbursement Requests must have accompanying receipts given to the Treasurer.
10. All financial reports, records and receipts shall be meticulously kept for a period of three years, or per IRS requirement if a tax return is filed.
11. The Treasurer shall submit a Fiscal Year-End Report at the first Membership Meeting in January.

B. Financial Audit: Per Article XIII, G., the Board shall appoint an Audit Committee at the first Membership Meeting in January. The Audit shall be completed and reported at the February Membership meeting. The Committee shall be charged to:

1. Verify that the receipts, vouchers, and checks balance with the bank balance(s) reflected in the Year-end Financial Report.
2. Verify that the KPGC accounting procedures are followed.
3. Verify that the Treasurer's reports, bank statements, deposit receipts, or other records are printed and kept (or available digitally) for at least three (3) years.
4. Verify that the bank signature cards are up-to-date if the Board members changed.

C. Records Audit: The Board may appoint an Ad Hoc Committee to conduct an Administrative Records Audit in January and report at the February Membership Meeting. The Committee shall be charged to:

1. Ensure a record of Notice, Agenda, and Minutes of each meeting held in the previous year are in good order
2. Ensure election records are kept for one year.

3. Ensure a Resolution Book is kept up-to-date beginning January 2016.
4. Ensure there are resignation and appointment letters on-file, whenever there are board member changes.
5. Verify that the Membership Roster, contact information, and other records of KPGC membership are up-to-date.