

# Turkey Creek Homeowners Association BYLAWS

(AS OF MAY 1989)



**(AS OF MAY 1989)**  
**BYLAWS OF THE TURKEY CREEK HOMEOWNERS ASSOCIATION**  
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**ARTICLE I  
NAME AND LOCATION**

**Section 1. NAME.** The name of the corporation is THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC. hereafter referred to as the Association. The principal office of the corporation shall be located at the residence of the Secretary of the Board of Directors. Meetings of the Association Members and Directors may be held at such places within the County of Brevard as may be designated by the Board of Directors.

**Section 2. LOCATION OF PRINCIPAL MAILING ADDRESS.** The principal mailing address of the Association shall be at a place designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1. "ASSOCIATION or THE ASSOCIATION"** means THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a Not-For-Profit Corporation organized and existing under the laws of the State of Florida. The Association was recited in a Certificate of Assumed Named Dated August 8, 1988, and recorded in the Official Land Records of Brevard County, Florida at ORB 2931 Pages 1681-2. The Association was issued an Employer Identification Number (EIN) of 59-2876243 by the U.S. Department of Treasury, Internal Revenue Service on January 27, 1981 as a Not-For-Profit Homeowners Association under applicable sections of the Federal Tax Code.

**Section 2. "THE PROPERTY"** means the following described property:

Lots 01 to 42, inclusive, Block C,  
Lots 01 to 04, inclusive, Block D,  
Lots 01 to 05, inclusive, Block G,  
Lots 01 to 07, inclusive, Block H,  
Lots 01 to 06, inclusive, Block J,  
Lots 01 to 08, inclusive, Block K,  
Lots 01 to 13, inclusive, Block L,  
Lots 01 to 03, inclusive, Block M,  
Lots 01 to 06, inclusive, Block N,  
Lots 01 to 03, inclusive, Block P,  
Lots 01 to 16, inclusive, Block R,  
Lots 01 to 40, inclusive, Block S, and the addition of  
Lot 251, T28, R37E, S26, per Palm Bay Ordinance 83-68, as described in ORB 2887,  
PG 0459

Described in the subdivision plat, Plat Book 25, Page 111-112, and as amended due to survey error in Official Records Book (ORB) 2017 at Page 0030 and as recorded in the Official Land Records Book (ORB) 1985, at Page (PG) 117, and amended in Official Land Records Book (ORB) 70 at Page 274, in the public land records of Brevard County, Florida, and developed from property in Highland Shores, as recorded in Plat Book 12, at Page 43 of the public land records of Brevard County, Florida, more particularly described as: the northwest corner of the NE ¼ of Section 26, Township 28 South, Range 37 East. The entrance road, Mandarin Drive shall be as described in ORB 1404 at Page 370, with

the balance of the subdivision roads as described in the plat.

Each lot so described in the subdivision plat and is deemed to become a part of this description as fully and completely if set out specifically by legal meets and bounds for each lot. The term "TURKEY CREEK SUBDIVISION" shall refer to the collection of these lots.

**Section 3.** "BOARD OF DIRECTORS or THE BOARD" means the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC.

**Section 4.** "COMMON FACILITIES" means those areas of land shown on the recorded subdivision plat and intended to be devoted to the common use and enjoyment of the owners, such as the Main Front Entrance at the corner of Mandarin Drive, NE and Troutman Boulevard.

**Section 5.** "LOT" means any plot of land or real property shown on the subdivision map, with the exception of the Common Facilities and any other area which may be dedicated to public use.

**Section 6.** "OWNER" means the recorded Owner of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation provided the purchaser at a foreclosure sale of Trustee's sale shall be deemed to be an Owner. The requirement of membership shall not apply to any mortgages or third party acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgages or third person.

**Section 7.** "RESIDENT" means any person who resides in the Properties who may or may not have voting interest in the Lot.

**Section 8.** "DECLARATIONS" means the Declaration of Covenants, Limitations, Agreements, Conditions, and Restrictions contained in the Deed of Declaration attached to the Subdivision Plat for the Properties recorded in the Clerk's Office of the Circuit Court of Brevard County, as part of the official Land records, in the State of Florida.

**Section 9.** "PERSON" means an individual, corporate partnership, association, trust, or other legal entity, or any combination thereof.

**Section 10.** "LEGAL DAY" means legal business days of the week, Monday through Friday, inclusive. Legal holidays as defined by the Governor of Florida will not be used in the county of legal days, nor will any United States Federal Holiday as defined by the United States Code and Statutes, or Presidential Order.

## **ARTICLE III MEMBERSHIP**

**Section 1. MEMBERSHIP.** Every Person who is an Owner in any lot which is subject to the Declaration of the Association shall have membership in the Association. Each Owner shall provide the Secretary of the Association the name of the Owner, address(es), and telephone number(s). The Association membership may not be separated from any Lot. The transfer of any Membership in the Association shall be mandatory for all Owners, and can not be waived or refused on any basis.

**Section 2. CLASSES OF MEMBERSHIP.** The Association shall have two classes of Membership. Class A shall consist of Owners of Lots on which houses are built and occupancy permits have been issued by the City of Palm Bay. Class B shall consist of Owners of Lots which are unimproved, or improvements are incomplete. In the event that one house occupies two lots, the unit shall be deemed to be one improved lot for voting purposes.

**Section 3. MEMBERSHIP RIGHTS.** The rights of membership are subject to the full payment of annual and special assessments levied by the Association.

**Section 4. VOTING RIGHTS.** Each Owner shall have the right to vote, in person, or by written proxy, his/her membership in the Association. When more than one Person owns an interest in any Lot, all such Persons shall be members, but only ONE Membership may be voted for each Lot. The method of voting a Membership owned by more than one Person shall be as the Owners shall decide among themselves. Tenants have no voting rights unless they request and receive proxy from the Owner.

**Section 5. ADDING ADDITIONAL LOTS.** Additional Lots which are added to the Turkey Creek Subdivision shall become subject to these Bylaws by the recording of the Declarations containing the same exact indenture which created the original subdivision plat. Any subsequent Declarations shall not alter any of the rights of the members of the Association and shall be uniform between all Lots. Lots outside the current boundaries of the Subdivision may be added by meeting the following five criteria:

- 1) Acceptance by a majority vote of the Board of Directors, and a majority of the votes of all eligible Memberships, and
- 2) Attachment of the Declaration to the title of the Property, and
- 3) Lot must be contiguous with a current Association member Lot, and
- 4) Complete conformance with the Declarations, or waiver by the Board of Directors as provided for in these Bylaws, and
- 5) Adoption of a resolution of the City Council of Palm Bay adding the lot of Turkey Creek (if required by the City).

The Association reserves the right to amend, or refile the subdivision plat at such

time that in the judgment of the Board of Directors it is necessary to do so for the proper operation of the Association.

#### **ARTICLE IV MEETINGS OF MEMBERS**

**Section 1. ANNUAL MEETING.** The Annual meeting of the members of the Association shall be held on the second Monday in May of each year at an hour and place within the City Limits of Palm Bay, Florida designated by the Board of Directors in the notice of such meeting.

**Section 2. SPECIAL MEETINGS.** Special meetings of the members may be called for any purpose by the Board of Directors. A petition by a minimum of 25% of members eligible to vote may be presented to the Secretary to call a special meeting without Board of Directors endorsement.

**Section 3. NOTICE.** Written notice of any Association Meeting shall be given in advance to the members in the Association Newsletter, or by First Class Mail.

**Section 4. QUORUM.** The physical presence at any Association meeting of twenty percent (20%) of Association Memberships entitled to vote, without regard to Membership class, shall constitute a quorum needed to hold a meeting and transact business.

#### **ARTICLE V VOTING**

**Section 1. VOTING CLASSES.** There shall be two voting classes, under the descriptions of the two classes of membership (Article III, Section 2). Class A members shall be entitled to two votes for each home owned. Class B members shall be entitled to one vote for each lot owned. Tenant residents may secure a proxy from the Owner to vote, if desired.

**Section 2. BALLOTS.** All elections to the Board of Directors shall be made on a written official Ballot, provided by the Secretary, which shall:

- a. Name the vacancies to be filled,
- b. Set forth the names and addresses of those nominated by the Nominating Committee for each vacancy,
- c. Contain a space for members to write in one "write-in" candidate for each position,
- d. Indicate which nominees are incumbent in the position they are nominated for,
- e. State any other questions to come before the Membership for approval or rejection.

A sample Ballot shall be available at least ten (10) business days before the Annual Meeting, and the slate recommended shall be published in the Association Newsletter for delivery to the Members before the meeting. Out of County lot owners shall receive at least twenty (20) days' written notice of the date of the Annual Meeting with a proxy attached for return, if desired.

**Section 3. VOTING PROCEDURE.** Each member shall receive as many ballots as s/he has votes. No member shall receive a Ballot until s/he has received certification from the Secretary that all assessments are paid. The completed ballots, when called for at the Annual Meeting shall be returned as follows:

- a) Each ballot shall be folded in half, and
- b) Contain a serial number, placed by the Secretary on the ballot as it is issued to ensure a valid count. The serial number shall never be associated with a member's name or other identifying data in any way

The Nominating Committee Chair shall act as the election teller, with at least two (2) Members as witnesses. The Teller shall verify:

- a) The total number of valid ballots returned
- b) The total number of ballots given out by the Secretary
- c) The tally of votes for each candidate in each office
- d) The number of invalid ballots, and the reasons for each
- e) The results of any questions put to the members on the ballot
- f) The names of the tellers and witnesses to the count.

The tellers shall report to the President, in writing, the results of the election. It is acceptable to use a ballot form marked results in a clear and conspicuous manner. The President shall then announce the results to the general membership. In the event of a tie, a second vote shall be held for that office only, in the manner outlined above.

Ballots shall be retained by the Secretary for six (6) months and then destroyed. The result shall be reported in writing to the Membership via the Association Newsletter within thirty (30) calendar days following the Annual Meeting.

**Section 4. PROXIES.** At all Association Meetings, a member may vote in person or by written proxy. All proxies shall be signed and filed in original form with the Secretary prior to the meeting. Every proxy shall be revocable by a member attending the meeting and shall cease at the end of the meeting for which it was filed.

**Section 4.1. PROXY FORMAT.** A proxy need not be in any pre-printed form, but must be clearly and legibly contain the following elements:

- a) An original signature;
- b) A date;
- c) Name of assigned proxy holder. Silent or unassigned proxies will automatically be assigned to the Board of Directors to vote in accordance with the majority vote of the Board of Directors;
- d) The street address, lot number, and block number of member assigning proxy;
- e) Name of the Owner of Record;
- f) Any and all restriction of proxy.

The Board of Directors may make available pre-printed proxy forms prior to each meeting of Members.

**Section 4.2. MULTIPLE PROXIES.** No one proxy form shall be used for more than one (1) member. Any member holding multiple proxies shall present separate forms for each.

**Section 5. LETTER BALLOT.** The Board of Directors may from time to time and at their sole discretion, place matters before the voting members by Letter Ballot. Such Letter Ballot shall be by name, address, lot number, Block Number, and date, and shall be signed by the voting member. The question to be voted shall be stated clearly in writing, along with a background statement, a recommendation regarding the merits of the question by the Board of Directors, and the effects of both a negative and a positive vote. The Letter Ballot shall be sent by first class U.S. Mail to the address of record of each Member. The return date shall be set by the Board of Directors, and shall be no less than twenty business days from the date of the Ballot. At least a majority of the returns (51%) of the eligible Memberships shall be required for the vote to be valid. The return shall be in a Board-provided postage prepaid envelope. The question shall carry if a majority of the returned Letter Ballots (51%) vote in the affirmative. The Board of Directors shall establish procedures to ensure the accuracy, authenticity and validity of all such Letter Ballots. Any matter, except the election of officers, or the setting an Annual or Special Assessments may be placed before the Members by Letter Ballot.

**Section 6. SUSPENSION OF VOTING RIGHTS.** The Membership rights of any Person whose interest in the properties is subject to the Articles of the Bylaws, may be suspended by action of the Board of Directors during the period when the Assessments remain unpaid. Upon payment of such assessments to the Treasurer, the Member's rights and privileges shall be restored.

## **ARTICLE VI GENERAL OBLIGATIONS**

**Section 1. GENERAL MAINTENANCE.** Each Owner shall maintain, on a regular basis, all improvements, trees, grass, and foliage on the Lot in a neat and orderly manner at all times. Each Owner shall keep under full control, all domestic animals as provided for in the Brevard County Ordinance 85-32, as amended. Violations of this section shall be treated as complaints of the Board of Directors.

**Section 2. COMMON FACILITIES.** The Board of Directors shall maintain the Common Facilities.

**Section 3. FAILURE OF LOT MAINTENANCE BY OWNER.** It is the policy and intent of this Association not to take any action unless and until all reasonable avenues of discussion have been exhausted. If the Board of Directors determines, by unanimous decision, that an emergency situation exists which would endanger the general or public health, welfare or safety, so that immediate repairs, action, or maintenance must be made in order to prevent damage to other Properties, or the endangerment of life, it shall have the right to undertake such actions without notice.

**Section 4. EASEMENT.** The Board of Directors is hereby granted a limited easement of use along the public utility and drainage easements as recorded in the Subdivision Plat to

determine compliance with the terms of the Declarations. Entry on a Lot under these circumstances will not be deemed trespass, provided the Board has used every available method to contact the Owner of the Lot in advance of such inspection, and to arrange for a mutually agreed upon time and date of the inspection.

**Section 5. EMERGENCY GARBAGE SERVICE.** The Board of Directors may, at any time, cause refuse or debris to be removed from any Lot, and charge the Owner by means of a Special Assessment. The Board shall use every available method to contact the Owner of the Lot in advance of such action.

**Section 6. ADHERENCE TO CITY ORDINANCE.** No member of the Association shall be in any manner in violation of the Ordinances of the City of Palm Bay, Zoning Codes or the Ordinances of Brevard County for the Properties.

## **ARTICLE VII COMPLAINTS**

**Section 1. COMPLAINTS BY OWNERS.** If any Owner believes that any other Owner is in violation of any Association rule, Bylaw, or deed restriction, s/he may notify a member of the Board of Directors, with confidentiality maintained by that Board member, who shall present the matter at the next regular meeting of the Board of Directors. Should the complaint pertain to a member of the Board of Directors, s/he must be excused from the initial discussion of the complaint. If a majority of the members of Board of Directors, concur with the complaint, then the complaint shall become the Board's own complaint, and be handled as provided in Section 2 below. If the Board does not concur with the complaint, then the Board of Directors shall respond to the Owner in writing within twenty (20) business days from the date of the Board meeting as to the reasons why the complaint was not valid from the Board's viewpoint.

**Section 2. COMPLAINTS BY THE ASSOCIATION.** If a majority of the members of the Board of Directors believes any Owner is in violation of any Association rule, Bylaw, or deed restriction, it shall notify the Owner in writing, explaining the reasons for complaint, possible solutions, and a time limit for the remedy. The Association will make every effort to reach a reasonable solution agreeable to both parties.

If the Owner fails to show progress in the remedy of the alleged violation within the period of time specified by the Board of Directors, and all reasonable avenues of discussion have been exhausted, then the Association shall have the right to:

- a) Institute the appropriate legal action to correct the complaint, or
- b) Submit the dispute to arbitration, to be held in accordance with the rules of the American Arbitration Association by an action of the majority of the Arbitrators.

The Association reserves the right to use either method of resolution without regard to any prior matter, and without limiting any future action.

**Section 3. REMEDY OF VIOLATIONS.** The prevailing party in any such litigation or arbitration shall be entitled to recover from the other party all reasonable receipted costs and expenses, including attorney fees. If arbitration is undertaken, and the arbitrators hold for the Owner, then that complaint can not be brought before arbitration again unless the specific details of the complaint have changed. If the arbitrators hold for the Association, the Owner shall promptly remedy the violation.

## ARTICLE VIII AUTHORITY FOR ASSESSMENTS

**Section 1. PURPOSE OF ASSESSMENTS.** Annual Assessments levied by the Association shall be uniform among all lots and used exclusively to promote the recreation, health, safety, property value, and general welfare of the Residents in the Properties, and for the improvement and maintenance of the Common Facilities.

All increases in the Annual Assessments, and Association wide Special Assessments, must be placed before the Membership for approval by ballot at a duly called meeting.

**Section 2. MAXIMUM ASSESSMENTS.** The maximum Annual Assessment shall be administered as follows:

- a) The Annual Assessment may be increased each fiscal year, effective June 1 of such year, by an amount not greater than ten percent (10%) of the previous year's Assessment or ten dollars (\$10.00), and,
- b) The failure of the Association to fix the Annual Assessments for any fiscal year shall not be deemed a waiver or a release of any Owner from the obligation to pay the Annual Assessment, but the Annual Assessment fixed for the preceding fiscal year shall continue until a new Assessment is fixed.

**Section 3. SPECIAL ASSESSMENTS.** In addition to the Annual Assessments, the Association may levy in any fiscal year Special Assessments for:

- a) Defraying, in whole or part, the cost of any construction, reconstruction, or expected repair or replacement of capital improvement on the Common Facilities, including the necessary fixtures and personal property provided that any such assessment shall have the assent by vote of at least two thirds (2/3) of the membership present at a quorum meeting; these Special Assessments shall be used for overall Association needs and shall be applied equally to all Lots; or,
- b) Paying for emergency repairs, restoration, replacement, and remedying violations as allowed for in these Bylaws, by a majority vote of the Board of Directors. This type of Special Assessment shall be levied on an individual Lot Owner and shall be due immediately upon demand. No membership vote is required in this instance.



**Section 4. EXEMPT PROPERTIES.** All lots shall be assessed. Properties exempt from Assessment are:

- a) All properties dedicated to and accepted by a local public authority and devoted to public use (i.e., the road right of way), or
- b) All common facilities, or
- c) All property exempted from taxation by the Laws of the State of Florida, upon the terms and to the extent of such legal exemption.

**Section 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.** The Annual Assessment provided for in these Bylaws shall commence to all Lots on June 1, the beginning of each fiscal year. After consideration of current maintenance, administrative, and repair costs, and after a reasonable reserve for contingencies of the Association, the Board of Directors shall estimate and fix the Annual Assessment as determined above, in April of each year. Upon approval of the majority of the eligible Membership present at the Annual Meeting in May, the Board shall then notify each Owner by mail of the amount of the Annual Assessment, on or before the first day of July of that year. Each Annual Assessment shall be due and payable on August first.

**Section 6. EFFECT OF NONPAYMENT OF ASSESSMENT: REMEDIES OF THE ASSOCIATION.** Any Assessment not paid within thirty (30) days after the due date shall be considered delinquent, and a second notice sent. The Association may bring an action at law against the Owner personally obligated to pay the Assessment when it is one hundred eighty (180) days past due, to obtain a judgment which shall become a lien against the Lot. Interest, costs, and reasonable attorney's fees for such legal action shall be added to the amount of the Assessment as part of the judgment against the Lot. No Owner may waive, or otherwise escape liability for the Assessment by non-use of the Common Facilities, or abandonment of the Lot owned. The failure of the Association to take action at law shall not be deemed to be a waiver of any past or future rights to collect delinquent assessments.

**Section 7. IMPLEMENTATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS.** Each owner is deemed to constructively agree, as provided for in the Declarations to pay upon demand to the Association:

- a) Annual Assessments, and
- b) Special Assessments, which may be established from time to time by the Board of Directors.

The Annual Assessment and Special Assessments, together with costs of collection, administration, filing, accounting, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing equity lien on the Lot against which each assessment is made. Unpaid assessments shall be deemed to be a defect in Title.

Title defects upon the lot at time of closing shall not be cured unless and until all assessments due and payable are received, receipted, and funds released by the financial institution of the Association for those Lots delinquent at settlement.

## ARTICLE IX FUNDS

**Section 1. DEPOSITS.** The funds for the Association shall be maintained in a bank chartered under the Federal Reserve System and having Federal Deposit Insurance. No other form of financial account in any stock fund, money market, brokerage account, or margin account shall be used for the operating funds of the Association. If reserve funds are to be carried, they shall be placed in a Federally Insured Certificate of Deposit, Treasury Note, or Savings Bond.

**Section 2. OPERATING FUNDS.** The operating funds of the Association shall normally be obtained from Annual Assessments and Special Assessments. Other voluntary donations or fund raisers may be employed provided that they are operated on a break-even basis, and return excess monies into the general operating account of the Association.

**Section 3. RECORDS.** All records of the Association shall be open for inspection by any member by appointment with the Association Treasurer or Secretary.

**Section 4. FISCAL YEAR.** The Board of Directors shall have the power to set the period and duration of the fiscal year of the Association. In the absence of specific Board resolution, the fiscal year shall commence on June 1, and end on May 31 of the following year.

## ARTICLE X BOARD OF DIRECTORS

**Section 1. MEMBERSHIP.** The Members of the Board of Directors of the TURKEY CREEK HOMEOWNERS ASSOCIATION, INC. shall be the President, Vice-President, Secretary, Treasurer, and three (3) Directors-At-Large. Each shall have one vote on matters concerning the property, business and affairs of the Association. During the period between the Annual Meeting and installation, there shall be effort by all the Board of Director Members to preserve continuity in administration. This shall include combined meetings of the incoming and outgoing Board members to brief, train, and assist the newly elected Board Members on the activities, functions, policies, business, financial, legal, and community affairs of the Association:

- a) **PRESIDENT.** The President shall preside at all meetings of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried out; execute notes, checks, leases, mortgages, deeds, grants, permits, contracts, instruments, and policy correspondence as may be called for in the conduct of Association business. The President shall be responsible for exercising any management function required to organize and implement the business of the Association. Candidates for the office of President must have served at least one prior year on the Board of Directors.
- b) **VICE-PRESIDENT.** The Vice-President shall perform all of the duties of the President in the absence, incapacity, illness, death, incompetence, or resignation of the President. The Vice-President shall perform all other duties as may be assigned

- by the Board of Directors.
- c) **SECRETARY.** The Secretary shall serve as the Corporation Secretary as well as the corresponding and recording Secretary for the Association and Board of Directors. The Secretary shall act as the registered Agency under the Statutes of Florida for the Association as a Not-For-Profit Corporation. The Secretary shall record the votes, keep the minutes of all proceedings, shall sign all certificates of Membership, shall cause a roster to be kept of all Members of the Association, shall prepare all correspondence for the Association, shall prepare and file all corporate reports and forms under the Statutes of Florida, shall receive all correspondence for Association, shall keep all corporate records for the Association as required by law, receive and keep records of all applications for improvement to any Lot in the Subdivision, and see that such applications are forwarded to the Board member A for resolution in a timely fashion, and act as Parliamentary authority as needed.
  - d) **TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by the Board of Directors. The Treasurer shall sign all checks and notes of the Association, provided that such instruments are countersigned by the President, Vice-President or Secretary. The Treasurer shall prepare all Annual and Special Assessment notices, and oversee their collection. The Treasurer shall keep proper books of account and shall oversee the preparation of the Annual Budget, balance sheet statement, and Federal tax returns. The Treasurer shall make regular reports at meetings of the Board of Directors and shall inform the Board of Directors of all assessments unpaid.
  - e) **Member, Chair of Architectural Control Committee (At-Large-A)**
  - f) **Member, At Large - B**
  - g) **Member, At Large - C**

**Section 2. REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held monthly, at such place and hour as may be fixed from time to time by resolution of the Board of Directors.

**Section 3. SPECIAL MEETINGS.** Special Meetings of the Board of Directors shall be held when called by the President of the Board, or by any two (2) members of the Board of Directors, after not less than one (1) day's notice to each member of the Board from the Secretary.

**Section 4. QUORUM.** A majority, four (4) of the seven (7) members of the Board shall constitute a quorum for the transaction of business. Every act done or decision made by a quorum of the Board shall be regarded as an act of the entire Board. If a quorum is not present at any meeting, the President may adjourn the meeting until another date when a quorum is present.

**Section 5. MINUTES.** The Secretary shall record all decisions and actions in the minutes of the Board meetings. Such minutes shall be the official, legal, and binding record of the transaction of the business that shall come before the Board of Directors. Ratification of these minutes by the Board of Directors shall constitute approval of all actions in the absence of any member of the Board.

**Section 6. TERM.** Members of the Board of Directors shall serve for a term on one (1)

year commencing June 1 following the May Annual Meeting. Members of the Board of Directors shall be voted on for that specific office by a majority of the eligible Members of the Association in attendance, or by valid proxies, at the Annual Meeting.

**Section 7. VACANCIES.** The Board of Directors shall, by a majority vote, select replacement members to fill any vacancies which may occur.

**Section 8. REMOVAL.** Any Director may be removed from the Board by a majority (51%) vote of the eligible Membership of the Association in attendance at a duly called meeting.

**Section 9. COMPENSATION.** No voting member of the Board of Directors shall receive compensation for any service that may be rendered to the Association. However, any member of the Board of Directors may be, upon application to the Treasurer and the presentation of valid receipts, be reimbursed for the actual authorized expenses incurred in the performance of his/her duties. Such payments shall be subject to audit and inspection by other Board Members, and the Association Members.

**Section 10. ACTIONS TAKEN WITHOUT A MEETING.** The Board of Directors shall have the right to take any reasonable and justifiable action in the absence of a meeting by obtaining the written approval of all members of the Board of Directors. Any action approved shall have the same effect as though taken at a meeting of the Board of Directors. Additionally, in the event of unusual circumstances, a verbal telephonic poll may be taken of the Board by a member, and the results of such a majority poll shall have the same affect as if taken at a meeting in person. Such a poll must be reported in writing at the next regular meeting of the Board of Directors.

**Section 11. SPECIAL APPOINTMENTS.** The Board of Directors may elect such other non-voting advisors and committee chairs as the affairs of the Association may require.

**Section 12. MULTIPLE OFFICES.** No person shall simultaneously hold more than one of any of the Board of Directors positions.

**Section 13. SUCCESSION.** In the event of the President's inability for any reason to carry out the required duties, the Vice-President shall assume the office. If the Vice-President is unable to act, then a Member-at-Large selected by the remaining Board of Directors shall serve.

**Section 14. BOND.** All members of the Board of Directors shall serve without Bond, unless the Board of Directors shall decide otherwise.

**ARTICLE XI**  
**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 facilities; and
- b) Adopt and publish rules and regulation governing the personal conduct of the members and guests on the Common Facilities, and ,
- 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 these Bylaws, the Articles of Incorporation, the Declarations, and the Statutes of Florida with respect to Not-for-Profit Corporations; and,
- d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without excuse from three (3) three consecutive regular meetings of the Board of Directors; and,
- e) Employ a manager, auditor, lawyer, accountant, independent contractor, engineer, surveyor, or other such employees as they may be deemed necessary to prescribe their duties and compensation, and to require bonding where needed; and
- f) To enter into agreements for the maintenance, repair, and operation of the Association properties, or any portion, with any other party; and,
- g) To call special meetings of the Association members whenever it deems necessary, and it shall call a meeting at any time upon written request of the one-fourth of the voting membership; and,
- h) To establish up to the maximum amount allowed under the Bylaws and Declarations, levy, assess, and collect the assessments and other charges.

**Section 2. RESTRICTIONS.** No member of the Board of Directors of the Association shall be, at any time, employed as a common law employee of the Association. Nothing contained in the Bylaws, however, shall be construed to prohibit the employment of any member of the Association by the Board of Directors.

It is the intent of these Bylaws that no Member of the Board of Directors shall earn a salary, commission, bonus, or similar payment as a result of membership on the Board, notwithstanding actual approved expenses.

**Section 3. DUTIES.** It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all of its acts and corporate affairs, and to preserve same, and to present a written statement in the form of an Annual Report, complete with a financial accounting at the Annual meeting of the members; and,
- b) Supervise all officers, agents, and employees of this Association, see that their duties are properly and faithfully performed; and,
- c) Fix the amount of the Annual Assessment against each lot,
- d) Fix the amount, if any, of the required Special Assessment against each lot, and state in writing the purpose of the charge; and,
- e) Procure and maintain adequate insurance, as needed, on the assets and business matters of the Association; and,
- f) Cause the Common Facilities to be maintained; and,

- g) Cause a roster of the properties to be prepared, together with the Assessments and payments on each, which shall be kept in the office of the Association, and to be open to the inspection of any Member; and,
- h) To cause the enforcement of, and conformance to, all Declarations and Bylaws by all Members of the Association in any manner permitted by the laws of the State of Florida, including legal action or injunctive relief; and,
- i) Authorize public appearance, statements, and the like, before governmental bodies which affect the Association or the interests of the General membership, to include any actions at law as needed to protect the values of the Properties; and,
- j) To cause a Crime-Watch function to be staffed, maintained, administered, and trained for the common good and welfare; and,
- k) Perform all other duties set forth by Florida Statute for Not-for-Profit Corporations, including but not limited to filing of Federal and State tax returns, and the filing of State Annual Corporate Reports as required by law.

**Section 4. DEVIATION POWERS.** The Board of Directors may grant approval for deviations from the Restrictions provided for in the Bylaws and Declarations. Such approval shall require the unanimous affirmative vote of the Board of Directors, and notice to and approval of the adjacent property owners.

Appeal of a decision of the Board of Directors can be made to the General Membership at a meeting called for that purpose, or the Annual Meeting. A two-thirds majority of the members in attendance eligible to vote shall be required to overturn a decision of the Board of Directors regarding any deviation.

Certain paragraphs of the Declarations (the Deed Restrictions) may not be deviated from, under any circumstances. Those paragraphs are numbered FIVE, SIX, and TEN.

**Section 5. OWNER WAIVERS.** No property owner, developer, agent, assign, broker, heir, representative, or successor, without prior written approval of the Board of Directors of the Association, may impose any additional Covenants, Restrictions, or Declarations on any part of any Lot shown in the Plat of the Association.

**Section 6. ACTS OF THE BOARD: INDEMNIFICATION.** The members of the Board of Directors of the Association shall not be liable to any Owner or any person claiming by or through any Owner, for any act or omission of such Director in the performance of his/her duties, except if such act or omission shall involve gross negligence, bad faith, or reckless disregard of the office, and the Association shall indemnify all such Directors from all claims, demand actions, and proceedings, and any expense in connection therewith. If such Director be judicially declared to have acted in a grossly negligent manner or with bad faith or in reckless disregard of his/her duties, the Association shall not indemnify such Director.

**ARTICLE XII  
COMMITTEES OF THE BOARD**

**Section 1. LIST.** The Board of Directors shall appoint an Architectural Control Committee, as provided for in the Declaration and a Nominating Committee as provided for in these Bylaws. In addition, the following standing committees may be appointed by the Board of Directors, along with any others deemed necessary to carry out its purpose;

- a) Audit Committee
- b) Crime Watch Committee
- c) Beautification Committee
- d) Newsletter Committee
- e) Public Relations Committee
- f) Recreation Committee
- g) Welcome & Hospitality Committee
- h) Engineering Committee

Unless otherwise provided in the Bylaws, each standing Committee shall consist of a chair and two or more members in good standing. Chairs are responsible to provide a written or verbal report of the Committee's activities to the Secretary in preparation for each Board of Directors meeting. Such reports shall become a part of the meeting minutes of the Board of Directors. In cases where a Chair cannot recruit members for a Committee, the Chair may act as a Committee of one.

**Section 2. ARCHITECTURAL CONTROL - GENERAL.** No building, fence, dock, wall, structure, slab, building, roof, ramp, boardwalk, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition (including pools) to, or change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location have been submitted in duplicate, and approved in writing, as to the harmony, external design, and location in relation to the surrounding structures and topography by the Architectural Control Committee of the Board of Directors of the Association. The Committee shall include one (1) member of the Board of Directors, who shall act as Chair with vote. The Architectural Control Committee shall have the right to refuse to approve any construction, plans, or specifications, lot grading, and landscaping plans which are not desirable, or suitable, in its opinion for any reason, including purely aesthetic reasons (as provided for in the Declarations) connected with future development of the Owners of lots adjacent to the land, or contiguous lands.

**Section 2.1. ENVIRONMENTAL CONTROL.** Since the maintenance and architectural harmony and unity is essential for the preservation and enhancement of the value of the Lots, and the harmonious functioning of the community affected thereby, no improvements which may affect the environment of the Turkey Creek, its watershed, streams, runs, or sloughs, may be erected on any Lot by any Owner without the approval of the Architectural Control Committee and/or the Board of Directors of the Association.

**Section 2.2. IMPROVEMENTS.** The term "improvements" shall include but not be limited to, the erection of any structure, including additions to, or alterations of any building, greenhouses, the erection of any fence, scraping, excavation, or other rearranging of the surface of any Lot, the construction of any driveway, alleyway, walkway,

boardwalk, entryway, patio, pool, sauna, hot tub, fountain, or other similar item, the alteration or removal of any exterior surface, the planting or replanting or rearranging of any plant life in or near the watershed, or the dumping of any matter whatsoever into the water. These items shall apply only to this Article for the purpose of protecting the endangered environment of Turkey Creek.

**Section 2.3. APPLICATION PROCEDURE.** The Committee's approval disapproval, or waiver, as required by these Bylaws, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within sixty (60) business days after complete plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to be fully complied with. In the event of a waiver or ambiguity in the Declarations, adjoining neighbor input will be sought before a decision is made. At least thirty (30) business days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee by personal service on the Secretary of the Board of Directors at the registered address of the legal business office or to the mailing address of the Association. In the event that another member of the Board of Directors receives service of any plans, then the Secretary must be notified by the Board member to ensure that proper records are kept, and it shall be the personal responsibility of the Board member receiving the plans to deliver them immediately to the Chair of the Committee (Director-At-Large A). Two sets of plans for the new construction shall consist of not less than the following:

- a) Foundation plans
- b) Floor plans of all floors
- c) Section details
- d) Elevation drawings of all exterior walls or sides.
- e) Roof plans
- f) Plot plan and survey
- g) Landscaping drawings (highly recommended but not required)
- h) Description of all materials
- i) Turkey Creek Homeowners Permit Application (obtained from the Association Secretary)

The Plans for new lot construction shall bear the original seal of a licensed engineer or architect empowered to practice in the State of Florida by the Department of Professional Regulation. The Survey shall bear the original seal of a registered Florida Land Surveyor and signature attest. All documents shall be original as defined by the Florida Statutes for Professional Registration. No photo static copies of any sealed document shall be accepted by the Association.

Any change to the plans during construction must be approved by the Committee. The Secretary is responsible for keeping a log of all plans submitted to the Committee, together with notes of the resolution of each application.



**Section 2.4. COMMITTEE STRUCTURE.** The Board of Directors of the Association shall appoint an Architectural Control Committee to review and approve improvements to be made by any Owner to any Lot. The Committee may have at least two members who are not voting members of the Board of Directors, in addition to the Board Member who shall act as Chair.

**Section 2.5. REVIEW PROCEDURES AND TIME FRAMES.** The Committee shall meet and/or consider within thirty (30) business days after an Owner has made application for approval. The Committee shall render its decision within five (5) business days of that meeting, either approving or disapproving them, in the latter case, making specific and detailed reference to those features which caused disapproval. Approval may be conditioned upon completion within a specified reasonable time period. All decisions of the Committee shall be by majority vote. A failure of the Committee to act will result in the project being considered approved. In the event of the absence or illness of any member, the President of the Board of Directors will serve in the member's stead until the next regular Board Meeting. The signatures required on all applications will be the Chairman of the Architectural Control Committee, and the President of the Board of Directors. All disapproval decisions of the Committee, except those due to the omission of required information, must be discussed by the Board of Directors before giving notice to the applicant.

**Section 2.6. APPEAL.** The applicant may upon disapproval, make formal appeal to the full Board of Directors. Appeal must be made within twenty-five (25) calendar days of the notice of disapproval. Notice must be served on the Secretary of the Board of Directors. The matter shall be placed on the agenda for the next regular meeting of the Board of Directors. During the Board meeting, the applicant will have twenty (20) minutes for a presentation by personal appearance, ten (10) minutes will be allocated for surrounding neighbor input, and ten (10) minutes for Board questions, after which the matter shall be put to an immediate and binding vote. The results shall be binding on the Owner, the Board, and the Association. When circumstances, information or situations have changed, the matter may again be brought before the Board of Directors.

The applicant may, as a last resort, bring the matter once before a vote of the general membership of the Association at his own expense. If the decision of the Board of Directors is overturned, the applicant may be reimbursed for all reasonable and receipted expenses.

**Section 3. AUDIT COMMITTEE.** The Audit Committee is responsible for the conducting of an annual audit of the Association's financial records and books; approval of the balance sheet of the Association for presentation to the Members at the Annual Meeting; review of any bonding requirements for persons with fiscal responsibility; review or insurance needs for recommendation to the Board.

**Section 4. NOMINATING COMMITTEE.** The Nominating Committee shall consist of a Chair and two or more members. No member of the Nominating Committee may be currently serving on the Board of Directors, nor may they accept nomination, nor stand for election to the Board they are nominating. The Chair shall be appointed by the Board of Directors prior to the Annual Meeting, and shall select the remaining members, with the approval of the Board. The Committee shall serve from after the Annual Meeting until the

next Annual Meeting, and appointments to each successive Committee shall be announced at the close of each Annual Meeting.

**Section 5. CRIME WATCH.** The Crime Watch Committee shall be organized in cooperation with the Palm Bay Police Department. The Committee shall be the cornerstone for the preservation of member involvement in the protection of life, property, and general welfare of the Association and its residents. The Crime Watch Captain (Chair) shall call a meeting of all Block Captains at least once per quarter, cause the Secretary to update the Crime Watch Master List monthly, maintain direct lines of communication with each block captain, provide a liaison function with the Palm Bay Police Department, arrange for regular exchange of Crime Watch information to the members of the Association, review the qualifications of all Crime Watch Block Captains, oversee the activities of all Block Captains, plan and conduct on an annual basis mock crime events to test the functioning of the Crime Watch System, and to provide training for all Crime Watch Committee Members.

**Section 6. BEAUTIFICATION COMMITTEE.** The Beautification Committee is responsible for the upkeep and beautification of the Front Entrance area, and any other responsibilities assigned by the Board of Directors for Common Facilities owned.

**Section 7. NEWSLETTER COMMITTEE.** The Newsletter Committee shall publish and distribute to each resident a newsletter on at least a quarterly basis to inform the membership of the activities of the Association, and to report actions of the Board of Directors. The Newsletter Editor shall secure advertising, write and collect articles, collect reports from the President and other officers as needed, publish notices of Association and Committee Meetings, other Association events, cause a Newsletter to be published, and oversee the distribution.

**Section 8. PUBLIC RELATIONS COMMITTEE.** The Public Relations Committee is responsible for contact with the General Public, and the presentation of the Association viewpoint to all governmental agencies which may consider matters affecting the community. The Committee shall obtain specific Board directions and approval of any publication, appearance, or statement before it becomes public.

**Section 9. RECREATION COMMITTEE.** The Recreation Committee is responsible for the organization of the community's social and recreational activities (e.g. Annual Picnic, Christmas Contest, Community Yard Sale, etc.) under the supervision of the Board of Directors.

**Section 10. WELCOME AND HOSPITALITY COMMITTEE.** The Welcome and Hospitality Committee is responsible for providing refreshments at the Annual Meeting, if such are requested by the Board of Directors. The Committee is primarily responsible for the official greeting of all new residents of the Community, and the provision of information regarding these residents to the Secretary for Crime Watch records and the Residential Directory.

**Section 11. ENGINEERING COMMITTEE.** The Engineering Committee is responsible for providing to the Board of Directors, ongoing advice, technical support, analysis, opinion, recommendations, and counsel on civil, structural, mechanical, electrical, and sanitary engineering matters as they pertain to the Properties and Common Facilities.

**Section 12. ACCOUNTABILITY.** Each Committee is responsible to receive complaints and comments of the Association Members in its area of responsibility. Each Committee shall deal with these comments and complaints as it deems appropriate, or refer them to other Committees or the Board of Directors. A record shall be forwarded to the Secretary on each matter handled. Under no circumstances may a Member's comment or complaint go unanswered for a period of greater than thirty (30) calendar days from the first presentation to a Committee or Board of Directors Member. All Committees shall be fully accountable to the Board of Directors, and ultimately to the Membership of the Association.

### **ARTICLE XIII NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. NOMINATION.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Committee shall be appointed by the outgoing Board of Directors. The Committee shall make as many nominations for selection to the Board of Directors as it shall determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among Association Members in good standing.

**Section 2. NOMINATION PROCEDURES.** The Nominating Committee shall encourage broad participation throughout the Association in securing candidates for Board of Directors positions. The Chair of the Nominating Committee shall submit to the Secretary the names of all candidates considered for nomination to the Board. Only those candidates certified by the Secretary and Treasurer as Resident Members in good standing shall be eligible for election to the Board of Directors. The Nominating Committee shall finalize the slate of nominees no later than March 30 of each year. The Board of Directors shall receive the slate at their April Meeting. No further nominations shall be accepted once the slates are finalized, excepting those from the floor at the Annual Meeting. Only Class A Members shall hold Board positions.

**Section 3. OFFICES TO BE FILLED.** All of the Board of Directors shall be elected and installed at the Annual Meeting of the Association. They shall serve until their successors are duly elected and installed. In the event of protest of an election, the newly elected Board shall take office. The matter shall be placed before a third party for resolution.

**Section 4. ELECTION.** Election to the Board of Directors shall be by secret ballot. At such election, the members or valid proxies may cast as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the greatest number of votes in each office shall be elected. Cumulative voting is not permitted. Elections can only be held at the Annual Meeting in May.

**ARTICLE XIV  
GENERAL PROVISIONS**

**Section 1. DURATION.** The Provisions of these Bylaws shall run with, and bind the land, and shall inure to the benefit of, and be enforceable by the Association, its legal representatives, heirs, successors, and assigns, until December 1, 2008, after which time, said Bylaws shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the Association representing the assent of the members has been recorded. No such agreement to change shall be effective unless it has been recorded in the Official Land Records of Brevard.

**Section 2. ENFORCEMENT.** Enforcement of these Bylaws or any Declaration of the Association shall be by any allowed legal proceeding against any Person or Persons violating, or attempting to violate any of the terms of these instruments, either (1) to restrain violation or to recover damages, and against the land to enforce any lien created herein, or (2) to enforce the Declaration. Failure by the Board of Directors to enforce any duty or obligation herein, shall in no event be deemed to be a waiver of the right to do so at any later time.

**Section 3. SEVERABILITY.** Invalidation of any one of these Bylaws by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 4. GOVERNING LAW.** These Bylaws shall be governed and operate under the laws of the State of Florida.

**Section 5. INCLUSION OF ARTICLES OF INCORPORATION.** The provisions of the Articles of Incorporation of the TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., shall become a bylaw as fully and completely as if specifically set forth.

**Section 6. PARALLEL RULES.** The restrictions set forth in the various documents covering the Properties shall run with the land and bind the present Owner, except as otherwise provided, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree, and covenant with the Owner of said and, its or their heirs, agents, personal representatives, successors, and assigns, and with each of them to conform to and observe those restrictions as to the use of said Lots and the construction of improvements to the lots. No restriction set forth shall be personally binding on any person except in respect to breaches committed during his/her ownership of title to the Lot. No action for enforcement of these Bylaws or Declarations may be commenced until the procedure specified in these Bylaws has been completed.

**ARTICLE XV  
NOTICES**

**Section 1. NOTICES.** All notices given or required to be given by the Association to its' Members shall be deemed to have been actually given and received when deposited in the United States Mail, postage prepaid, first class to the address of the Member as it appears on the book of the Association. This notice given by U.S. Mail shall be deemed to have been given and mailed, whether or not it is actually received.

**Section 2. PERSONAL SERVICE.** Personal hand service by a Member of the Board of Directors of the Association on a Member of the Association shall carry the same force and effect as service via the U.S. Mail. Hand service under the direct supervision and control of a Member of the Board of Directors shall be valid. Service by hand need not be to the person directly. Service by posting on the front entry of the residence shall be considered valid hand service, as provided for by Florida Statute.

## **ARTICLE XVI AMENDMENTS**

**Section 1. PROCEDURE.** These Bylaws may be amended at a regular or special meeting of the Membership of the Association, by an affirmative vote of three-quarters (3/4) of the total eligible Memberships. Provisions of the Bylaws that are governed by the Articles of incorporation may be amended as provided in the Articles or by the applicable Statutes of the State of Florida for Not-For-Profit Corporations. Provisions that are governed by the Declarations may be amended as provided in the Declarations.

**Section 2. CONFLICT.** In the case of conflict between the Articles of Incorporation and these Bylaws, the Articles shall govern. In the case of conflict between the Declarations and these Bylaws, the Declarations shall govern. Conflict between the Articles and the Declarations shall be resolved at law.

**Section 3. PROPOSED AMENDMENTS.** Proposed amendments to these Bylaws shall be presented in writing to the Secretary, and contain the signatures of five (5) percent of the Members of the Association in good standing in support. The proposal shall then be considered by the Board of Directors at the next regular meeting of the Board. The Board of Directors shall decide at that meeting to what extent if any that the Board of Directors shall endorse the proposal. In the event that the Board of Directors endorses the proposal, the Association shall bear the costs of voting on the matter at the next scheduled meeting of the Membership. If the Board of Directors declines to endorse the proposal, then those Members submitting the proposal shall bear the costs of voting. The costs of voting shall be paid to the Association before the matter is placed before the Membership. Costs shall be limited to those that are reasonable and customary. In the event that the matter shall extend beyond one (1) year without payment or vote, then the proposal shall be null and void. If the proposed amendment is approved then, the member who submitted this proposal shall be reimbursed for all receipted costs. The Board of Directors shall have the right to advise the Membership on the proposal, recommend either for or against, and indicate the impact to the Association of the adoption of any proposal.

**Section 4. COPIES OF PROPOSED AMENDMENTS.** Copies of any proposed amendment shall be delivered to each Member of the Association along with the notice of the meeting at which it is to be acted on.

**Section 5. AMENDMENT OF BYLAWS BY THE ASSOCIATION BOARD OF DIRECTORS.** The Association Board of Directors reserves, and shall have the sole right to:

- a) Amend these Bylaws for the purpose of curing any ambiguity or inconsistency between the provisions;
- b) Release any building plot from any part of the Declarations which has been violated before the adoption of these Bylaws, including violations of building restrictions if the Board of Directors, in its sole judgment, determines such violation to be minor or insubstantial.

**ARTICLE XVII  
BOOKS, RECORDS, AND PAPERS**

**Section 1. INSPECTION.** The books, records, and papers of the Association shall at all times be available upon reasonable notice to the inspection of any current member of the Association. Such inspections shall be at reasonable times, by appointment or agreement.

**Section 2. COPIES.** Copies of any and all documents of the Association shall be available to current members for a reasonable cost per page.

**ARTICLE XVIII  
INSURANCE**

**Section 1. POLICIES.** The Board of Directors may obtain a master policy of fire and extended coverage insurance covering all improvements of the Common Facilities, if it deems it necessary.

**Section 2. ATTORNEY IN FACT.** Each Owner hereby appoints the Board of Directors as its agent and attorney in fact for the collection of all proceeds payable under any insurance policy. The Board of Directors may negotiate, compromise and settle any disputed claim with any insurance company providing the insurance and execute any releases, acquittance, discharges, and other documents as may be necessary to effect such settlements, and may institute such actions at law as it deems necessary to collect the proceeds of such insurance.

**Section 3. RESTORATION.** In the event of a casualty loss covered under the insurance, the Board of Directors shall collect all proceeds and will, to the extent of such proceeds, repair, restore, and replace any damaged or destroyed structures to their same, or similar condition existing just prior to the damage or destruction. The Board of Directors shall not be liable to any Owner for delay in the completion of repairs, restoration, or replacement due to causes beyond the reasonable control of the Board of Directors or its contractors. This is to include delay caused by weather, shortage or unavailability of materials, strikes or other work stoppages.

IN WITNESS THEREOF, WE, being the Directors and Officers of the TURKEY CREEK HOMEOWNERS ASSOCIATION, INC. , have hereunto set our hands and seals as the duly elected representatives of the said corporation, and have caused this instrument to be signed in the name of the Directors and Officers of the Corporation upon the duly called quorum meeting of the general membership of the said corporation, and after having obtained the consent of a majority of the members present eligible to vote upon full payment of the then current fiscal years Annual Assessment, and have caused the Corporate Seal to be attested to by the Secretary,

This \_\_\_\_\_ day, of \_\_\_\_\_, 198\_\_, A.D.

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE-PRESIDENT

\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
DIRECTOR-AT-LARGE A

\_\_\_\_\_  
DIRECTOR-AT-LARGE B

\_\_\_\_\_  
DIRECTOR-AT-LARGE C

**ACKNOWLEDGMENT**

**STATE OF FLORIDA**                    )  
  ) **TO WIT:**  
**COUNTY OF FLORIDA**                )

BEFORE ME, the undersigned authority qualified to take acknowledgements in the aforesaid State and County personally appeared to me well known, and to me known to

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

Be the individuals described in, and who have executed the foregoing instrument, the Bylaws of THE TURKEY CREEK HOWEOWNERS ASSOCIATION, INC, as the legally installed Officers and Directors of the above named TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, and severally acknowledged to, and before me they executed said the aforesaid instrument as President, Vice-President, Treasurer, Secretary, and Directors-At-Large, of said corporation, and that the corporate seal affixed to the foregoing instrument, if any, is the corporate seal of said corporation, and the it is affixed to said instrument by due, and regular corporate authority, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand, and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_, A.D.

\_\_\_\_\_  
Notary Public at Large in Florida

SEAL:



This instrument prepared by and )  
should be returned to: )  
 )  
Gene S. Boger, Esq. )  
TAYLOR & CARLS, P.A. )  
6767 N. Wickham Road )  
Suite 400 )  
Melbourne, Florida 32940 )  
(321) 253-2223 )  
\_\_\_\_\_ )

**NOTICE OF PRESERVATION OF ASSOCIATION DOCUMENTS**

**THIS NOTICE** is being recorded pursuant to Section 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following documents (hereinafter referred to as "Association Documents"), copies of which are attached hereto as Composite Exhibit "A":

DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS, dated December 15, 1978 and recorded at Official Records Book 1985, Page 117, Public Records of Brevard County, Florida.

Resolution of Declaration Enforcement Policy, dated July 10, 1990 and recorded at Official Records Book 3094, Page 2480, Public Records of Brevard County, Florida.

Bylaws of The Turkey Creek Homeowners Association, dated June 26, 1989 and recorded at Official Records Book 3003, Page 3628, Public Records of Brevard County, Florida.

Resolution of Acceptance, dated May 2, 1989 and recorded at Official Records Book 2994, Page 2169, Public Records of Brevard County, Florida.

The property affected by this Notice is described as follows:

**TURKEY CREEK SUBDIVISION, according to the plat thereof, as recorded in Plat Book 25, Page 111; as amended at Official Records Book 2017, Page 30 and an additional lot described at Official Records Book 2994, Page 2169, all of the Public Records of Brevard County, Florida;**

The name and address of the homeowners' association filing this Notice on behalf of the parcel owners is Turkey Creek Homeowners Association, Inc., a Florida not-for-profit corporation, P.O. Box 060762, Palm Bay, Florida 32906-0762 (hereinafter "Association").

Attached hereto as Exhibit "B" is an affidavit executed by the President of the Association affirming that the meeting's date, time, place and the statement required by Section 712.06(1)(b), Florida Statutes, was mailed to the parcel owners at least seven (7) days prior to

the Board of Directors Meeting where the Board of Directors approved the preservation of the Association Documents.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Association Documents was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at the Board of Directors Meeting held on February 27, 2007.

EXECUTED at Palm Bay, Brevard County, Florida, on this 28<sup>th</sup> day of February 2007.

WITNESSES:

TURKEY CREEK HOMEOWNERS ASSOCIATION, INC.

J Thomas  
Print Name: J Thomas  
Mary Anderson  
Print Name: Mary Anderson

By: Richard H. Cloutier  
Print Name: RICHARD H. CLOUTIER  
President

Address: \_\_\_\_\_

J Thomas  
Print Name: J Thomas  
Mary Anderson  
Print Name: Mary Anderson

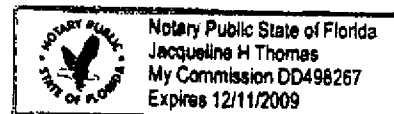
Attest: Mary M. Brandow  
Print Name: Mary M. Brandow  
Secretary  
Address: 2596 Limequat St. NE  
Palm Bay, FL 32905

STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 28 day of February, 2007, by Mary M. Brandow, and Richard H. Cloutier, as the President and Secretary, respectively, of TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who (check one)  are personally known to me or  produced (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 28 day of February, 2007.

Jacqueline H Thomas  
Notary Public - State of Florida  
Print Name: Jacqueline H Thomas  
Commission No.: DD498267  
My Commission Expires: 12/11/09



DEC 1985 PAGE 117

RECORDED AND INDEXED  
CLEAN, CIRCUIT COURT  
BREVARD COUNTY, FLA.

TURKEY CREEK

DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS

This DECLARATION is made and dated this 15<sup>th</sup> day of December, 1978, by MILTON H. BEVIS, TRUSTEE, whose Post Office address is P. O. Box 3755, Indiantonic, Florida 32903, hereinafter referred to as the Subdivider, his successors or assigns.



WITNESSETH:

WHEREAS, the undersigned, MILTON H. BEVIS, TRUSTEE, is the owner in fee simple of a tract of land legally described as follows:

SEE EXHIBIT "A"

WHEREAS, the said Owner is desirous of placing certain covenants and restrictions upon the use of the aforementioned property, said covenants and restrictions are to run with the title to said Lots,

NOW, THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in said tract of land, said MILTON H. BEVIS, TRUSTEE, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said lots that said lots, in addition to the ordinances of the City of Palm Bay and the County of Brevard, Florida shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:

1. DURATION OF RESTRICTIONS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or part.
2. INVALIDITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
3. CONTROL: For the purpose of insuring the development of the lands replatted as TURKEY CREEK, as an area of high standards, the owner, MILTON H. BEVIS, TRUSTEE, his successors or assigns, reserves the power to control the buildings, structures and other improvements placed on each lot.
4. APPROVAL BY DEVELOPER: For the purposes of further insuring development of the lands in the subdivision as a residential area of high standard, the Subdivider reserves the right to control the buildings and structures placed on each lot.

Whether or not provision therefor is specifically stated in any conveyance of record made by the Subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, swimming pool, boat-house, deck, pier, piling, aerial antenna or other structure shall be placed upon said lot unless and until two sets of building plans, two sets of building specifications and two copies of the plot plan have been submitted and have been approved in writing by the Subdivider, his successors or assigns. Each such building, wall, swimming pool, boathouse, deck, pier, piling, aerial antenna or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal of approval of plans and specifications by the Subdivider may be based upon any ground, including purely esthetic grounds which in the sole and uncontrolled discretion of the Subdivider shall be deemed sufficient. No alteration in the exterior appearance of the building or structures shall be made without like approval.

284873

1978 DEC 27 AM 9:10

Prepared by:  
Milton H. Bevis, Trustee  
P.O. Box 3755  
Indiantonic, Florida 32903 - 1 -

1985 118

The Subdivider herein reserves the right to organize and designate a Home Owners Improvement Association to act for said Subdivider in the approval or rejection of said plans and for the enforcement of these restrictions, and said Association shall have all power and authority as reserved to the Subdivider for the administration and carrying out of these reservations and restrictions. Should the Subdivider elect to organize and designate a Home Owners Improvement Association to act on behalf of the Subdivider, said designation and authorization shall be done in writing by an instrument equal in dignity to this Declaration of Restrictions, Limitations, Conditions and Agreements.

Should the Subdivider, his successors or assigns, fail to approve or disapprove the plans and specifications submitted to him by the owner of a lot or lots within the subdivision within sixty (60) days after written request therefor, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

5. RESIDENTIAL USE: All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one, detached, single family dwelling not to exceed twenty-five (25) feet in height and a private enclosed garage for not less than two (2), nor more than four (4) cars, servants quarters, and a storage room, or tool room attached to the ground floor of such garage. All dwellings must face the front of the lot. No garage, servants quarters, tool or storage room, etc., may be constructed separate and apart from the residential dwelling. All garage doors shall be required to have automatic openers. Fiberglass doors and those of lesser quality will not be permitted. All driveways shall be constructed with an asphaltic or concrete type surfacing.

6. SET BACK RESTRICTIONS: No building or structure shall be erected upon any lot so that any part of said building or structure shall be closer to any boundary line of said premises than herein specifically set forth, to-wit:

<u>Lots</u>	<u>Front</u>	<u>Corner</u>	<u>Side</u>	<u>Rear</u>
All lots in Subdivision	25 feet	15 feet	10 feet	25 feet

Eaves, roofs, unroofed terraces, or other projections may be erected nearer the front, side and rear setback lines herein established, but in no event shall eaves, roofs, unroofed terraces and other projections extend more than three (3) feet into the minimum front, side and rear setback lines. Where there are two or more lots acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining and adjacent property.

7. SWIMMING POOLS: The construction and use of swimming pools having an elevation of not exceeding four (4) feet above normal grade are permitted, provided that the outside edge of any pool wall shall not be nearer than four (4) feet to the side lines of the house extended to the rear lot line. No screening of a pool area may extend beyond a line extended and aligned with the side walls of the house. In cases where the back yard surrounding a pool is not fenced, the pool itself must be enclosed with a fence or other suitable enclosure. Prior to the construction of said fence, approval of fence design shall be obtained from the Subdivider, his successors, or assigns.

8. TRAILERS PROHIBITED: No unlicensed, or non-operative motor vehicle may be parked on any lot at any time. No commercial vehicle, truck, bus or similar vehicle shall be parked on any lot except when rendering a service or making a delivery. Nor shall any motor vehicle be parked overnight in the public right of way. Special vehicles, boats and boat trailers, or campers of any type including but not limited to either self-propelled or towed, shall be parked off the driveway to the rear of the lot and shall be screened from view from the street by fence or shrubs. No major recreational equipment shall be parked or stored on any lot except in an enclosed building or to the rear of the front building line. No such equipment shall

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be used for living, sleeping or housekeeping purposes when parked or stored on any lot.

9. **SIGNS:** No sign of any character shall be displayed on any lot without first obtaining the prior written approval of the Subdivider, or Property Owners Association.

10. **MINIMUM SIZE OF RESIDENCE:** No residence shall be erected on any lot containing a floor area of less than 1600 square feet of actual living area. The method of determining the square foot area of proposed buildings, structures or additions or alterations on existing buildings, shall be by multiplying the outside horizontal dimensions of the buildings or structures at each floor level. Garages, unglazed porches, patios and terraces shall not be taken into account in calculating the square footage. Each residential building must be provided with an attached or detached garage in keeping with the architectural design of said building. No carports shall be allowed.

11. **REGULATION OF WALLS AND FENCES:** No boundary wall, fence or hedge of any type or height shall be erected on any lot without first obtaining the written approval of the subdivider, his successors and/or assigns, as to the type, size, location and height and materials to be used, and in no event shall any wall, fence or hedge be constructed or maintained with a height of more than six (6) feet.

12. **NO SUBDIVISION OF LOTS:** No lot as shown on the plat shall be subdivided except that a lot between two (2) other lots may be subdivided to increase the size of such lots, and such lots of increased size shall each remain as one building site.

13. **NUISANCES:** Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. Household pets shall not exceed three (3) in number and shall not be bred for commercial purposes, nor allowed to run loose on the streets. Clotheslines shall be located to the rear of the lot or the side away from a side street. In all instances, said clotheslines shall be screened from view of the adjoining lots and streets. Garbage cans, fuel oil tanks, other storage tanks, swimming pool filters, etc., shall be of the underground type or completely concealed by hedges, lattice work, or screening acceptable to the subdivider. They must be placed to the rear of the building. No air conditioning units either central or wall units shall be placed or located so as to be visible from any street.

14. **WASTE:** No lots shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers underground, or located within a masonry walled enclosure or screened with hedges, shrubs or by other suitable means.

15. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of TURKEY CREEK. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage swales in the easements, or which may obstruct or retard the flow of water through drainage swales in the easements, or which are or might be prohibited by the public authority to whom said easement is given. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

16. **ROOFS:** Unless otherwise approved in advance by the Subdivider, all roofs shall be pitched and composed of either tile, slate, asbestos shingle, cedar shake shingle, or simulated shake shingle or asphalt construction, provided said shingle is minimum 300 pound per 100 square feet of roof. No exposed block shall be used in front of any exposed side of a residence except for decorative purposes and then only with permission of the Subdivider, his successors and/or assigns.

OFFER  
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17. **RIGHT OF WAY:** No lot owner shall grant any easement for ingress or egress to any adjoining lot owner or adjoining property owner without the express written permission of the subdivider.

18. **MAINTENANCE OF UNIMPROVED PROPERTY:** All purchasers of lots located within the subdivision agree to maintain and keep trim said lot or lots so that the appearance of such unimproved areas shall be neat and orderly. In the event any lot is not so maintained, then the subdivider, his successors and/or assigns shall have the right to enter upon said lot for the purpose of maintaining said lot. All expenses thereof shall be charged to and paid by the owner of said lot.

19. **GAME AND PLAY APPARATUS:** All basketball backboards and any other fixed game and play apparatus shall be located at the rear of the dwelling or in no case closer to the front than the rear side of the driveway.

20. **SOD AND TREES:** All lots shall be sodded including the area reserved for the right of way to the rear lot line of the house. No sod or top soil shall be removed from the land without approval of the Subdivider.

It shall be required of every lot owner that there be a minimum of four (4) trees to each lot being no less than ten (10) feet high or less than four (4) inches in diameter.

21. **MAINTENANCE:** Subdivider is to have strict control over the plantings permitted within the right of way. No shrubs shall be allowed, only trees shall be permitted, and the type and spacing shall be specified by the Subdivider. Each lot owner shall be responsible for the maintenance of the right-of-way.

22. **SPRINKLING SYSTEMS:** All lots shall be required to have an underground sprinkling system including that area in the right-of-way. Deep wells shall be to the rear of the building and properly screened or enclosed.

23. **PROPERTY OWNERS ASSOCIATION:** It is the intent of the Subdivider to form a Property Owners Association for the purpose hereinabove stated and those set forth herein. Membership in this Association, whether corporate or otherwise, shall be mandatory for all property owners in the Subdivision. In addition to the purposes hereinabove set forth, the Property Owners Association shall be responsible for maintaining the street lights in the Subdivision and for paying the electrical charges for said lights and those contained in the entrance way approach and shall also be responsible for the maintenance of the entrance way and any common area located within said subdivision. In this connection, each property owner agrees to pay a proportionate part for the costs thereof upon demand by the Association.

24. **REMEDIES FOR VIOLATIONS:** For a violation or a breach of any of these restrictions by any person claiming by, through, or under the owner, or by virtue of any judicial proceedings, the owner, MILTON H. DEVIS, TRUSTEE, or the lot owners, or any of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure promptly to enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions by any court of competent jurisdiction in no wise shall affect any of the other restrictions, but they shall remain in full force and effect.

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IN WITNESS WHEREOF, MILTON H. BEVIS, INDIVIDUALLY AND AS TRUSTEE,  
has set his hand and seal this 15<sup>th</sup> day of December 1978.

WITNESSES:

Donald A. Adams

Douglas A. Sullivan

Milton H. Bevis

MILTON H. BEVIS, INDIVIDUALLY AND AS TRUSTEE

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MILTON H. BEVIS, INDIVIDUALLY AND AS TRUSTEE, known to me to be the individual described in and who executed the foregoing Declaration of Restrictions, Limitations, Conditions and Agreements, and he acknowledged before me that he executed same.

WITNESS my hand and official seal in the State and County last aforesaid, this 15<sup>th</sup> day of December 1978.



Douglas A. Sullivan  
Notary Public

My commission expires:

(SEAL) Notary Public, State of Florida at large  
My Commission Expires Aug. 4, 1980.

OFFICE REC'D 1985 PAGE 122

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 46 to 95, inclusive, Block C;  
Lots 8 to 12, inclusive, Block D;  
Lots 3 to 7, inclusive, Block G;  
Lots 2 to 9, inclusive, Block H;  
Lots 2 to 8, inclusive, Block J;  
Lots 10 to 18, inclusive, Block K;  
Lots 1 to 15, inclusive, Block L;  
Lots 1 to 5, inclusive, Block M;  
Lots 1 to 8, inclusive, Block N;  
Lots 2 to 5, inclusive, Block P;  
Lots 1 to 19, inclusive, Block R;  
Lots 1 to 7, inclusive, Block S;  
Lots 1 to 7, inclusive, Block T;  
Lots 1 to 8, inclusive, Block U;  
Lots 1 to 8, inclusive, Block V;  
Lots 1 to 8, inclusive, Block W;  
Lots 1 to 13, inclusive, Block X.





PAGE 2 OF 10

ARTICLE I  
DEFINITIONS

Section 1. "ASSOCIATION or THE ASSOCIATION" means THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a Not-For-Profit Corporation organized and existing under the laws of the State of Florida. The Association was recited in a Certificate of Assumed Named dated August 8, 1988, and recorded in the Official Land Records of Brevard County, Florida at ORB 2911, Pages 1681-2. The Association was issued an Employer Identification Number (EIN) of 59-2876243 by the U. S. Department of Treasury, Internal Revenue Service on January 27, 1981 as a Not-For-Profit Homeowners Association under applicable sections of the Federal Tax Code. The Revised Bylaws of the Association dated June 26, 1979 were recorded in the Official Land Records of Brevard County at ORB 3003, Pages 3628-3658.

Section 2. "THE PROPERTY" means the following described property:

Lots 01 to 42, inclusive, Block C,  
 Lots 01 to 04, inclusive, Block D,  
 Lots 01 to 05, inclusive, Block G,  
 Lots 01 to 07, inclusive, Block H,  
 Lots 01 to 06, inclusive, Block J,  
 Lots 01 to 08, inclusive, Block K,  
 Lots 01 to 13, inclusive, Block L,  
 Lots 01 to 03, inclusive, Block M,  
 Lots 01 to 06, inclusive, Block N,  
 Lots 01 to 03, inclusive, Block P,  
 Lots 01 to 16, inclusive, Block R,  
 Lots 01 to 41, inclusive, Block S,

Described in the subdivision plat, Plat Book 25, Page 111-112, and as amended due to survey error in Official Records Book (ORB) 2017 at Page 0030 and as recorded in the Official Land Records Book (ORB) 1985, at Page (PG) 117, and amended in Official Land Records Book (ORB) 70 at Page 274, in the public land records of Brevard County, Florida, and developed from property in Highland Shores, as recorded in Plat Book 12, at Page 43 of the public land records of Brevard County, Florida, and more particularly described as: the northwest corner of the NE 1/4 of Section 26, Township 28 South, Range 37 East. The "entrance road", Mandarin Drive shall be as described in ORB 1404 at Page 370, with the balance of the subdivision roads as described in the plat. The "Front Entrance" is comprised of the Association owned and maintained structures erected along the public right-of-way at the corner of Mandarin Drive, NE and Troutman Boulevard, NE. Additional Lots accepted into the subdivision are noted at ORB 2994, Pages 2169-2177, dated May 5, 1989 [Lot 41, Block S].

BK3094762431

Each lot so described is recorded in the subdivision plat and is deemed to become a part of this description as fully and completely if set out specifically by legal meets and bounds for each lot.

The term "TURKEY CREEK SUBDIVISION" shall refer to the collection of these lots.

Section 3. "BOARD OF DIRECTORS or THE BOARD" means the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC.

Section 4. "LOT" means any plot of land or real property shown on the subdivision map, with the exception of the Common Facilities and any other area which may be dedicated to public use. The Front Entrance shall be deemed a Common Facility.

Section 5. "OWNER" means the recorded Owner of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation provided the purchaser at a foreclosure sale or Trustee's sale shall be deemed to be an Owner. The requirement of membership shall not apply to any mortgagee or third party acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgages or third person.

Section 6. "DECLARATIONS" means the Declaration of Covenants, Limitations, Agreements, Conditions, and Restrictions contained in the Deed of Declaration attached to the Subdivision Plat for the Properties recorded in the Clerk's office of the Circuit Court of Brevard County, as part of the Official Land Records, in the State of Florida.

ARTICLE II  
NOTICE OF DECLARATION ENFORCEMENT POLICY

Section 1. PURPOSE. The purpose of this Corporate Resolution is to set forth in greater detail the now existing agreements, compromises, decisions, determinations, rulings, interruptions, and modifications concerning the Declarations made by the Board of Directors of the Association as they have discharged the duties outlined in those Declarations since the founding of the Association.

BK3054:62482

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Section 2. BACKGROUND. This Corporate Resolution is made to document in proper format the clarifications of several portions of the Declarations, which when now applied are vague, and difficult to determine the exact meaning or intent. To that end, every duly elected Board of Directors of the Association has faced issues which arise repeatedly. There has been a diligent effort made to make consistent decisions on these matters and to record them in the official minutes of the many meetings of the Board of Directors. However, the volume and size of the records makes it impractical for all concerned to access those decisions rapidly for review.

Each of the decisions to be recited in the sections below is based on official policy of the Board of Directors of the Association, having been reviewed by the Architectural Control Committee, and has been applied on a consistent basis. In many cases, the issue has become common convention among all Association Members, and is a recognition of the common, shared values of the Owners.

It is the policy of the Board of Directors that Declaration enforcement will be done in such a manner as to preserve, protect, and enhance the value of the subdivision properties as an Association, regarding the good of the whole as greater than that of the singular.

Section 3. RESOLUTION OF DECLARATION ENFORCEMENT POLICY. The Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC. having considered the matter of Declaration enforcement policy for the said subdivision, on the 10<sup>th</sup> day of July 1990, A.D., upon the presence of a valid motion, and qualified second, and an unanimous affirmative vote of the full Board of Directors meeting in a regular duly called session with full corporate authority, does hereby proclaim:

R E S O L U T I O N

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the Turkey Creek Subdivision Declaration of Restrictions, Limitations, Conditions, and Agreements, allows for enforcement of the Declarations by the Property Owners Association, provided that said enforcement is in full compliance with the Declarations, and:

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that The Association is in full name, deed, and act the said Property Owners Association as referred to in the Declarations, and;

BK 3054-62483

PAGE 5 OF 10

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that it is a Florida Not-for-Profit Corporation, empowered to represent the homeowners of the Turkey Creek Subdivision in the City of Palm Bay, Florida, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that enforcement of the Declarations includes the approval of all construction activity upon the Lots, as provided for in the Declarations, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that such enforcement does require determinations to be made from time to time of the exact meaning and intent of the Declarations, and;

BE IT RESOLVED, by the Board of Directors of the TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that proper operation of the Association now requires formalization of those said determinations which have been made heretofore by said Board of Directors, and;

NOW, THEREFORE, The Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., does hereby declare formally the following to be the true, accurate, and well applied determinations made of the Declarations:

(1) Building heights shall be measured from the first floor (concrete slab), at ground level entry from the street, to the top of each roof peak. The average of these "heights" shall be the "building height". The height shall be consistent with any determination made by the City of Palm Bay, Florida.

(2) No fixed, operational equipment associated with the residence of any kind shall be visible from a vehicle traveling past the residential structure on any adjoining street. Such equipment must be screened by permanent fencing, or other type cover. Cover consisting of living plants, tress, shrubs, or the like is not considered enduring in character. This shall be referred to as the "street view" standard of screening.

(3) Antennae erected on any Lot shall be divided into three groups:  
a) Satellite Dish Antenna  
The antenna shall be of the so called "Black Beauty", closed mesh variety, and completely screened from street view as would be any other type of equipment.  
Installation of these structures shall require an Association variance (permit) in all cases.

BK3094762484

- b) Ground Mounted Antenna (use if tower structure)  
The antenna shall be securely anchored to the residence, and retracted when not in use (if retractable), and maintained to minimize rust for structural and aesthetic purposes. The full height, at retraction shall not exceed ten (10) feet above the building height (at the roof peak). Installation of these structures shall require an Association variance (permit) in all cases.
- c) Roof Mounted Antenna  
The antenna shall be no more than ten (10) feet in height above the building height (at the roof peak). Installations below this limit shall not require an Association variance (permit).

Any antenna which stands more than fifteen (15) feet above the roof peak of the residence must be retractable.

(4) Boats, trailers, RV's, and similar vehicles which are parked on the Lots, and can be seen from any street shall at all times require Association variances (permits) if they are kept in place longer than three (3) consecutive days. In no case may such a vehicle violate the City of Palm Bay Zoning Ordinances requiring the vehicle to be placed behind the front line of the residence.

(5) Signs measuring less than twenty-five (25) square feet in size of any kind in residence front lawns will be permitted in all cases, unless a formal complaint is received by the Board of Directors of the Association. Signs shall be in good taste, and not violate community standards of morality. Signs must be kept in good repair at all times. It is the policy of the Board of Directors of the Association that the rights of free speech, and the right to conduct commerce (reality signs) shall not be restricted, subject to generally accepted community standards of morality.

Signs of any kind, type or size are not allowed at any time on the erected structures comprising the Front Entrance complex of the Association at the corner of Mandarin Drive, NE and Troutman Boulevard, NE. Free standing signs such as, Realty, Open House, or Garage Sale, for the residents of the subdivision may be erected over a single weekend period (Friday to Monday) without an Association variance (permit).

In all cases, the Board of Directors, on behalf of the Association, reserves the right, at any time, to remove any sign what-so-ever, that is deemed to be socially, morally, ethically, religiously, or racially offensive.

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(6) For any Association member who has applied to the City of Palm Bay for a variance to the established Zoning under the current Comprehensive Plan, contact shall also be made to the Association (Architectural Control Committee), and a formal written request to the Association shall be made, in parallel, which shall contain a complete copy of all materials furnished to the City of Palm Bay.

In all zoning cases which involve subdivision Lots, or adjacent to the subdivision, or affecting the subdivision, the Board of Directors, on behalf of the Association, shall enter a position response (written or verbal public presentation) to the zoning request, either before the Palm Bay Zoning Board, or the Palm Bay City Council. The response will reflect the vote of the Board of Directors.

In any matter concerning any Lot in the subdivision, or adjacent to the subdivision, or affecting the subdivision, before the Palm Bay Code Enforcement Board, the Board of Directors of the Association reserves the right to enter a formal position.

In those zoning variance matters within the subdivision which involves a Lot that may, if the variance is granted, violate the Declarations, the procedures of the Association Bylaws will be followed prior to a public response to the City of Palm Bay.

(7) Fences on any Lot in the subdivision are required to be made of wood, and not more than six (6) feet in height from the ground. All supports (uprights, stringers, bracing, etc.) must be "inside" the fence, that is, they must be on residence (not the street) side of the fence. Shadow-box type construction is preferred. Fences which are proposed to be in front of the front line of a residence shall be handled on a case-byu-case basis. Fences may not run across the property line.

Fences along the main subdivision drainage swale, which is between Mandarin Drive, NE and Citrus Circle, NE shall not block, or cut across the drainage easement, as defined by the plat map. The Board of Directors of the Association, as a matter of public safety, health, security reserves the right of access to the drainage swale, or either the Association or the City of Palm Bay, to preform any maintenance activity required.

All fencing shall require any Association variance (permit) before installation begins.

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(8) In the case that the Board of Directors of the Association receive within a three (3) month calendar period complaints from three (3) or more source concerning poor upkeep or maintenance by any Owner of any Lot in the subdivision, the Owner shall be contacted. The Owner shall be expected to take immediate and definite actions to rectify the complaint. The procedures outlined in the Bylaws shall be followed, and the matter shall be handled as a complaint by the Board of Directors.

Owners shall be expected to perform regular upkeep on the Lots or residences, and shall at all times avoid allowing the Lots or residences to fall into such a state of disrepair or non-maintenance as to effect the property values of the surrounding Lots or residences. It is the policy of the Board of Directors of the Association that in all cases, and at all times, every effort shall be made by every Owner to enhance the property values of the subdivision, within financial limits of the Owner and general good judgement.

As provided for in the Association Bylaws, the Association may under take emergency actions if the life, safety, health, or general welfare of the subdivision is placed at risk due to any Lots' condition in the subdivision.

No Owner shall be asked by the Association to endure financial hardship which would impact negatively the Owners' reasonable, prudent, and customary family living circumstances with respect to maintenance of the Lot or residence, provided that private discussion is held with the Board of Directors of the Association.

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IN WITNESS THEREOF, WE, being the Officers of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals as the duly elected representatives of the said corporation, and have caused this instrument to be signed in the name of the Directors and Officers of the Corporation upon the duly called quorum meeting of the Board of Directors of the said corporation, and after having obtained the consent of a majority of the members present eligible to vote upon full payment of the then current fiscal years Annual Assessment, and have caused the Corporate Seal to be affixed hereunto, and have caused it to be attested to by the Secretary,

this 2 day, of September, 198<sup>1990</sup>, A.D.

ATTEST:

Monica A. Fustrow  
SECRETARY

[Signature]  
PRESIDENT

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ACKNOWLEDGMENT

STATE OF FLORIDA )  
                          ) TO WIT:  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority qualified to take acknowledgements in the aforesaid State and County personally appeared

DAVID L. COX, MONICA A. MESSNER  
to me well known, and to me known to be the individuals described in, and who have executed the foregoing instrument, Resolution of Declaration Enforcement Policy, as the legally installed Officers and Directors of the above named THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, and severally acknowledged to, and before me they executed said the aforesaid instrument as President, and Secretary, of said corporation, and that the corporate seal affixed to the foregoing instrument, if any, is the corporate seal of said corporation, and that it is affixed to said instrument by due, and regular corporate authority, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I Have set my hand, and official seal, this 3<sup>rd</sup> day of September, 198 90, A.D.

[Signature]  
Notary Public at Large in Florida



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• PAGE <u>31</u>	# NAMES <u>1</u>
TRUST FUNDS <u>16.00</u>	1000 PAYMENT AT
FEE FEES <u>1.25</u>	10.00 RATE FOR CLASS
DOCS \$ _____	10.00 CONTAINING \$ 1000
INT TAX \$ _____	STAMP TAX \$ 0.00
DEP. CHG \$ _____	PENALTY & INTEREST
PLANS \$ _____	<i>Administered</i>
	Clon Court Court
	Brevard Co, Florida

690474

BYLAWS OF THE TURKEY CREEK HOMEOWNERS ASSOCIATION

STATE OF FLORIDA )  
 ) TO WIT:  
 COUNTY OF BREVARD)

KNOW ALL MEN BY THESE PRESENTS, that these Bylaws, made, and entered into this day of 26th JUNE 1981 A.D. by THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, hereinafter referred to as The Association.

1981 JUN 27 11 530

W I T N E S S E T H :

WHEREAS, The Association is the legal representative of the real property owners described in Article II of these Bylaws: and,

WHEREAS, The Association desires to provide for the preservation of the values and amenities in the community, and for the maintenance of the Common Facilities; and,

WHEREAS, The Association desires to be compassionate towards all members without regard for circumstances, as it effects their properties and sincerely wishes to provide for the betterment of all. The purpose of the Board of Directors is to insure that these virtues are upheld; and,

WHEREAS, The Association is incorporated under the Laws of the State of Florida as a Not-For-Profit Corporation, THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated; and,

WHEREAS, The Association exists, and was created, and recited in the Declaration of Covenants, Agreements, Limitations, and Restrictions as a part of the Official Land Records in Brevard County, Florida. The Association name exists in a valid Certificate of Assumed Name as part of the Official Land Records in Brevard County, Florida.

NOW, THEREFORE, The Association declares the following Bylaws of THE TURKEY CREEK HOMEOWNERS' ASSOCIATION INC.

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*TREASURER BY*  
*CHARLIE M. CEX, SECRETARY*  
*TURKEY CREEK HOMEOWNERS*  
*ASSOCIATION, INC.*  
*9001 MIAMI AVENUE, D2, N2*  
*PALM BAY, FL 32905-4707*

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**ARTICLE I  
NAME AND LOCATION**

**Section 1. NAME.** The name of the corporation is **THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC.** hereafter referred to as The Association. The principal office of the corporation shall be located at the residence of the Secretary of the Board of Directors. Meetings of the Association Members and Directors may be held at such places within the County of Brevard as may be designated by the Board of Directors.

**Section 2. LOCATION OF PRINCIPAL MAILING ADDRESS.** The principal mailing address of the Association shall be at a place designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1. "ASSOCIATION or THE ASSOCIATION"** means **THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns, a Not-For-Profit Corporation organized and existing under the laws of the State of Florida. The Association was recited in a Certificate of Assumed Named dated August 8, 1988, and recorded in the Official Land Records of Brevard County, Florida at ORB 2931 Pages 1681-2. The Association was issued an Employer Identification Number (EIN) of 59-2876243 by the U. S. Department of Treasury, Internal Revenue Service on January 27, 1981 as a Not-For-Profit Homeowners Association under applicable sections of the Federal Tax Code.

**Section 2. "THE PROPERTY"** means the following described property:

Lots 01 to 42, inclusive, Block C,  
 Lots 01 to 04, inclusive, Block D,  
 Lots 01 to 05, inclusive, Block G,  
 Lots 01 to 07, inclusive, Block H,  
 Lots 01 to 06, inclusive, Block J,  
 Lots 01 to 08, inclusive, Block K,  
 Lots 01 to 13, inclusive, Block L,  
 Lots 01 to 03, inclusive, Block M,  
 Lots 01 to 06, inclusive, Block N,  
 Lots 01 to 03, inclusive, Block P,  
 Lots 01 to 16, inclusive, Block R,  
 Lots 01 to 40, inclusive, Block S, and the addition of  
 Lot 251.1, T28, R37E, S26, per Palm Bay Ordinance 83-68,  
 as described in ORB 2887, PG 0459; known as Lot 41, Block S

Described in the subdivision plat, Plat Book 25, Page 111-112, and as amended due to survey error in Official Records Book (ORB) 2017 at Page 0030 and as recorded in the Official Land Records Book (ORB) 1985, at Page (PG) 117, and amended in Official Land Records Book (ORB) 70 at Page 274, in the public land records of Brevard County, Florida, and developed from property in Highland Shores, as recorded in Plat Book 12, at Page 43

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of the public land records of Brevard County, Florida, and more particularly described as: the northwest corner of the NE 1/4 of Section 26, Township 28 South, Range 37 East. The entrance road, Mandarin Drive shall be as described in ORB 1404 at Page 370, with the balance of the subdivision roads as described in the plat.

Each lot so described is recorded in the subdivision plat and is deemed to become a part of this description as fully and completely if set out specifically by legal meets and bounds for each lot. The term "TURKEY CREEK SUBDIVISION" shall refer to the collection of these lots.

Section 3. "BOARD OF DIRECTORS or THE BOARD" means the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC.

Section 4. "COMMON FACILITIES" means those areas of land shown on the recorded subdivision plat and intended to be devoted to the common use and enjoyment of the owners, such as the Main Front Entrance at the corner of Mandarin Drive, NE and Troutman Boulevard.

Section 5. "LOT" means any plot of land or real property shown on the subdivision map, with the exception of the Common Facilities and any other area which may be dedicated to public use.

Section 6. "OWNER" means the recorded Owner of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation provided the purchaser at a foreclosure sale or Trustee's sale shall be deemed to be an Owner. The requirement of membership shall not apply to any mortgagee or third party acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgages or third person.

Section 7. "RESIDENT" means any person who resides in the Properties who may or may not have voting interest in the Lot.

Section 8. "DECLARATIONS" means the Declaration of Covenants, Limitations, Agreements, Conditions, and Restrictions contained in the Deed of Declaration attached to the Subdivision Plat for the Properties recorded in the Clerk's office of the Circuit Court of Brevard County, as part of the Official Land Records, in the State of Florida.

Section 9. "PERSON" means an individual, corporate partnership, association, trust, or other legal entity, or any combination thereof.

Section 10. "LEGAL DAY" means legal business days of the week, Monday through Friday, inclusive. Legal holidays as defined by the Governor of Florida will not be used in the count of legal days, nor will any United States Federal Holiday as defined by the United States Code and Statutes, or Presidential Order.

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**ARTICLE III  
MEMBERSHIP**

**Section 1. MEMBERSHIP.** Every Person who is an Owner in any lot which is subject to the Declarations of the Association shall have membership in the Association. Each Owner shall provide the Secretary of the Association the name of the Owner, address (es), and telephone number(s). The Association membership may not be separated from any Lot. The transfer of any Membership not made as part of a sale of a lot shall be null and void. Membership in the Association shall be mandatory for all Owners, and can not be waived or refused on any basis.

**Section 2. CLASSES OF MEMBERSHIP.** The Association shall have two classes of Membership. Class A shall consist of Owners of Lots on which houses are built and occupancy permits have been issued by the City of Palm Bay. Class B shall consist of Owners of Lots which are unimproved, or improvements are incomplete. In the event that one house occupies two lots, the unit shall be deemed to be one improved lot for voting purposes.

**Section 3. MEMBERSHIP RIGHTS.** The rights of membership are subject to the full payment of annual and special assessments levied by the Association.

**Section 4. VOTING RIGHTS.** Each Owner shall have the right to vote, in person, or by written proxy, his/her membership in the Association. When more than one Person owns an interest in any Lot, all such Persons shall be members, but only ONE Membership may be voted for each Lot. The method of voting a Membership owned by more than one Person shall be as the Owners shall decide among themselves. Tenants have no voting rights unless they request and receive proxy from the Owner.

**Section 5. ADDING ADDITIONAL LOTS.** Additional Lots which are added to the Turkey Creek Subdivision shall become subject to these Bylaws by the recording of the Declarations containing the same exact instant indenture which created the original subdivision plat. Any subsequent Declarations shall not alter any of the rights of the members of the Association and shall be uniform between all Lots. Lots outside the current boundaries of the Subdivision may be added by meeting the following five criteria:

- (1) Acceptance by a majority vote of the Board of Directors, and a majority of the votes of all eligible Memberships, and
- (2) Attachment of the Declaration to the title of the Property, and
- (3) Lot must be contiguous with a current Association member Lot, and
- (4) Complete conformance with the Declarations, or waiver by the Board of Directors as provided for in these Bylaws, and
- (5) Adoption of a resolution of the City Council of Palm Bay adding the lot to Turkey Creek (if required by the City).

The Association reserves the right to amend, or refile the subdivision plat at such time that in the judgement of the Board of Directors it is necessary to do so for the proper operation of the Association.

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**ARTICLE IV  
MEETINGS OF MEMBERS**

**Section 1. ANNUAL MEETING.** The Annual meeting of the members of the Association shall be held on the second Monday in May of each year at an hour and place within the City Limits of Palm Bay, Florida designated by the Board of Directors in the notice of such meeting.

**Section 2. SPECIAL MEETINGS.** Special meetings of the members may be called for any purpose by the Board of Directors. A petition by a minimum of 25% of members eligible to vote may be presented to the Secretary to call a special meeting without Board of Directors endorsement.

**Section 3. NOTICE.** Written notice of any Association Meeting shall be given in advance to the members in the Association Newsletter, or by First Class Mail.

**Section 4. QUORUM.** The physical presence at any Association meeting of twenty percent (20%) of Association Memberships entitled to vote, without regard to Membership class, shall constitute a quorum needed to hold a meeting and transact business.

**ARTICLE V  
VOTING**

**Section 1. VOTING CLASSES.** There shall be two voting classes, under the descriptions of the two classes of membership (Article III, Section 2). Class A members shall be entitled to two votes for each home owned. Class B members shall be entitled to one vote for each lot owned. Tenant residents may secure a proxy from the Owner to vote, if desired.

**Section 2. BALLOTS.** All elections to the Board of Directors shall be made on a written official Ballot, provided by the Secretary, which shall:

- (a) Name the vacancies to be filled,
- (b) Set forth the names and addresses of those nominated by the Nominating Committee for each vacancy,
- (c) Contain a space for members to write in one "write-in" candidate for each position,
- (d) Indicate which nominees are incumbent in the position they are nominated for,
- (e) State any other questions to come before the Membership for approval or rejection.

A sample Ballot shall be available at least ten (10) business days before the Annual Meeting, and the slate recommended shall be published in the Association Newsletter for delivery to the Members before the meeting. Out of County Lot owners shall receive at least twenty (20) days' written notice of the date of the Annual Meeting with a proxy attached for return, if desired.

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**Section 3. VOTING PROCEDURE.** Each member shall receive as many ballots as s/he has votes. No member shall receive a Ballot until s/he has received certification from the Secretary that all assessments are paid. The completed ballots, when called for at the Annual Meeting shall be returned as follows:

- (a) each ballot shall be folded in half, and
- (b) contain a serial number, placed by the Secretary on the ballot as it is issued to ensure a valid count. The serial number shall never be associated with a member's name or other identifying data in any way

The Nominating Committee Chair shall act as the election teller, with at least two (2) Members as witnesses. The Teller shall verify:

- (a) the total number of valid ballots returned
- (b) the total number of ballots given out by the Secretary
- (c) The tally of votes for each candidate in each office
- (d) The number of invalid ballots, and the reasons for each
- (e) the results of any questions put to the members on the ballot.
- (f) the names of the tellers and witnesses to the count.

The tellers shall report to the President, in writing, the results of the election. It is acceptable to use a ballot form marked RESULTS in a clear and conspicuous manner. The President shall then announce the results to the general membership. In the event of a tie, a second vote shall be held for that office only, in the manner outlined above.

Ballots shall be retained by the Secretary for six (6) months and then destroyed. The result shall be reported in writing to the Membership via the Association Newsletter within thirty (30) calendar days following the Annual Meeting.

**Section 4. PROXIES.** At all Association Meetings, a member may vote in person or by written proxy. All proxies shall be signed and filed in original form with the Secretary prior to the meeting. Every proxy shall be revocable by a member attending the meeting and shall cease at the end of the meeting for which it was filed.

**Section 4.1. PROXY FORMAT.** A proxy need not be in any pre-printed form, but must clearly and legibly contain the following elements:

- (a) an original signature;
- (b) a date;
- (c) name of assigned proxy holder. Silent or unassigned proxies will automatically be assigned to the Board of Directors to vote in accordance with the majority vote of the Board of Directors;
- (d) the street address, lot number, and block number of member assigning proxy;
- (e) name of the Owner of Record;
- (f) any and all restrictions of proxy.

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The Board of Directors may make available pre-printed proxy forms prior to each meeting of Members.

**Section 4.2. MULTIPLE PROXIES.** No one proxy form shall be used for more than one (1) member. Any member holding multiple proxies shall present separate forms for each.

**Section 5. LETTER BALLOT.** The Board of Directors may from time to time and at their sole discretion, place matters before the voting members by Letter Ballot. Such Letter Ballot shall be by name, address, lot number, Block Number, and date, and shall be signed by the voting Member. The question to be voted shall be stated clearly in writing, along with a background statement, a recommendation regarding the merits of the question by the Board of Directors, and the effects of both a negative and a positive vote. The Letter Ballot shall be sent by first class U.S. Mail to the address of record of each Member. The return date shall be set by the Board of Directors, and shall be no less than twenty business days from the date of the Ballot. At least a majority of the returns (51%) of the eligible Memberships shall be required for the vote to be valid. The return shall be in a Board-provided postage prepaid envelope. The question shall carry if a majority of the returned Letter Ballots (51%) vote in the affirmative. The Board of Directors shall establish procedures to ensure the accuracy, authenticity and validity of all such Letter Ballots. Any matter, except the election of officers, or the setting of Annual or Special Assessments may be placed before the Members by Letter Ballot.

**Section 6. SUSPENSION OF VOTING RIGHTS.** The Membership rights of any Person whose interest in the Properties is subject to the Articles of the Bylaws, may be suspended by action of the Board of Directors during the period when the Assessments remain unpaid. Upon payment of such assessments to the Treasurer, the Member's rights and privileges shall be restored.

#### ARTICLE VI GENERAL OBLIGATIONS

**Section 1. GENERAL MAINTENANCE.** Each Owner shall maintain, on a regular basis, all improvements, trees, grass, and foliage on the Lot in a neat and orderly manner at all times. Each Owner shall keep under full control, all domestic animals as provided for in Brevard County Ordinance 85-32, as amended. Violations of this section shall be treated as complaints of the Board of Directors.

**Section 2. COMMON FACILITIES.** The Board of Directors shall maintain the Common Facilities.

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**Section 3. FAILURE OF LOT MAINTENANCE BY OWNER.** It is the policy and intent of this Association not to take any action unless and until all reasonable avenues of discussion have been exhausted. If the Board of Directors determines, by unanimous decision, that an emergency situation exists which would endanger the general or public health, welfare or safety, so that immediate repairs, action, or maintenance must be made in order to prevent damage to other Properties, or the endangerment of life, it shall have the right to undertake such actions without notice.

**Section 4. EASEMENT.** The Board of Directors is hereby granted a limited easement of use along the public utility and drainage easements as recorded in the Subdivision Plat to determine compliance with the terms of the Declarations. Entry on a Lot under these circumstances will not be deemed trespass, provided The Board has used every available method to contact the Owner of the Lot in advance of such inspection, and to arrange for a mutually agreed upon time and date of the inspection.

**Section 5. EMERGENCY GARBAGE SERVICE.** The Board of Directors may, at any time, cause refuse or debris to be removed from any Lot, and charge the Owner by means of a Special Assessment. The Board shall use every available method to contact the Owner of the Lot in advance of such action.

**Section 6. ADHERENCE TO CITY ORDINANCE.** No member of the Association shall be in any manner in violation of the Ordinances of the City of Palm Bay, Zoning Codes or the Ordinances of Brevard County for the Properties.

#### ARTICLE VII COMPLAINTS

**Section 1. COMPLAINTS BY OWNERS.** If any Owner believes that any other Owner is in violation of any Association rule, Bylaw, or deed restriction, s/he may notify a member of the Board of Directors, with confidentiality maintained by that Board member, who shall present the matter at the next regular meeting of the Board of Directors. Should the complaint pertain to a member of the Board of Directors, s/he must be excused from the initial discussion of the complaint. If a majority of the members of Board of Directors concur with the complaint, then the complaint shall become the Board's own complaint, and be handled as provided in Section 2 below. If the Board does not concur with the complaint, then the Board of Directors shall respond to the Owner in writing within twenty (20) business days from the date of the Board meeting as to the reasons why the complaint was not valid from the Board's viewpoint.

**Section 2. COMPLAINTS BY THE ASSOCIATION.** If a majority of the members of the Board of Directors believes any Owner is in violation of any Association rule, Bylaw, or deed restriction, it shall notify the Owner in writing, explaining the reasons for complaint, possible solutions, and a time limit for the remedy. The Association will make every effort to reach a reasonable solution agreeable to both parties.

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If the Owner fails to show progress in the remedy of the alleged violation within the period of time specified by the Board of Directors, and all reasonable avenues of discussion have been exhausted, then the Association shall have the right to:

- (a) institute the appropriate legal action to correct the complaint, or
- (b) submit the dispute to arbitration, to be held in accordance with the rules of the American Arbitration Association by an action of the majority of the Arbitrators

The Association reserves the right to use either method of resolution without regard to any prior matter, and without limiting any future action.

Section 3. REMEDY OF VIOLATIONS. The prevailing party in any such litigation or arbitration shall be entitled to recover from the other party all reasonable receipted costs and expenses, including attorney fees. If arbitration is undertaken, and the arbitrators hold for the Owner, then that complaint can not be brought before arbitration again unless the specific details of the complaint have changed. If the arbitrators hold for the Association, the Owner shall promptly remedy the violation.

#### ARTICLE VIII AUTHORITY FOR ASSESSMENTS

Section 1. PURPOSE OF ASSESSMENTS. Annual Assessments levied by the Association shall be uniform among all lots and used exclusively to promote the recreation, health, safety, property value, and general welfare of the Residents in the Properties, and for the improvement and maintenance of the Common Facilities.

All increases in the Annual Assessments, and Association wide Special Assessments, must be placed before the Membership for approval by ballot at a duly called meeting.

Section 2. MAXIMUM ASSESSMENTS. The maximum Annual Assessment shall be administered as follows:

- (a) The Annual Assessment may be increased each fiscal year, effective June 1 of such year, by an amount not greater than ten percent (10%) of the previous year's Assessment or ten dollars (\$10.00), and,
- (b) The failure of the Association to fix the Annual Assessments for any fiscal year shall not be deemed a waiver or a release of any Owner from the obligation to pay the Annual Assessment, but the Annual Assessment fixed for the preceding fiscal year shall continue until a new Assessment is fixed.

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**Section 3. SPECIAL ASSESSMENTS.** In addition to the Annual Assessments, the Association may levy in any fiscal year Special Assessments for:

- (a) defraying, in whole or part, the cost of any construction, reconstruction, or expected repair or replacement of capital improvement on the Common Facilities, including the necessary fixtures and personal property provided that any such assessment shall have the assent by vote of at least two thirds (2/3) of the membership present at a quorum meeting; these Special Assessments shall be used for overall Association needs and shall be applied equally to all Lots; or,
- (b) paying for emergency repairs, restoration, replacement, and remedying violations as allowed for in these Bylaws, by a majority vote of the Board of Directors. This type of Special Assessment shall be levied on an individual Lot Owner and shall be due immediately upon demand. No membership vote is required in this instance.

**Section 4. EXEMPT PROPERTIES.** All lots shall be assessed. Properties exempt from Assessment are:

- (a) All properties dedicated to and accepted by a local public authority and devoted to public use (ie. the road right of way), or
- (b) All common facilities, or
- (c) All property exempted from taxation by the Laws of the State of Florida, upon the terms and to the extent of such legal exemption.

**Section 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.**  
The Annual Assessment provided for in these Bylaws shall commence to all Lots on June 1, the beginning of each fiscal year. After consideration of current maintenance, administrative, and repair costs, and after a reasonable reserve for contingencies of the Association, the Board of Directors shall estimate and fix the Annual Assessment as determined above, in April of each year. Upon approval of the majority of the eligible Membership present at the Annual Meeting in May, the Board shall then notify each Owner by mail of the amount of the Annual Assessment, on or before the first day of July of that year. Each Annual Assessment shall be due and payable on August first.

**Section 6. EFFECT OF NONPAYMENT OF ASSESSMENT: REMEDIES OF THE ASSOCIATION.** Any Assessment not paid within thirty (30) days after the due date shall be considered delinquent, and a second notice sent. The Association may bring an action at law against the Owner personally obligated to pay the Assessment when it is one hundred eighty (180) days past due, to obtain a judgement which shall become a lien against the Lot. Interest, costs, and reasonable attorney's fees for such legal action shall be added to the

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amount of the Assessment as part of the judgement against the Lot. No Owner may waive, or otherwise escape liability for the Assessment by non-use of the Common Facilities, or abandonment of the Lot owned. The failure of the Association to take action at law shall not be deemed to be a waiver of any past or future rights to collect delinquent assessments.

**Section 7. IMPLEMENTATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS.** Each Owner is deemed to constructively agree, as provided for in the Declarations to pay upon demand to the Association:

- (a) Annual Assessments, and
- (b) Special Assessments, which may be established from time to time by the Board of Directors.

The Annual Assessment and Special Assessments, together with costs of collection, administration, filing, accounting, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing equity lien on the Lot against which each assessment is made. Unpaid assessments shall be deemed to be a defect in Title.

Title defects upon the Lot at time of closing shall not be cured unless and until all assessments due and payable are received, receipted, and funds released by the financial institution of the Association for those Lots delinquent at settlement.

#### ARTICLE IX FUNDS

**Section 1. DEPOSITS.** The funds for the Association shall be maintained in a bank chartered under the Federal Reserve System and having Federal Deposit Insurance. No other form of financial account in any stock fund, money market fund, brokerage account, or margin account shall be used for the operating funds of the Association. If reserve funds are to be carried, they shall be placed in a Federally Insured Certificate of Deposit, Treasury Note, or Savings Bond.

**Section 2. OPERATING FUNDS.** The operating funds of the Association shall normally be obtained from Annual Assessments and Special Assessments. Other voluntary donations or fund raisers may be employed provided that they are operated on a break-even basis, and return excess monies into the general operating account of the Association.

**Section 3. RECORDS.** All records of the Association shall be open for inspection by any member by appointment with the Association Treasurer or Secretary.

**Section 4. FISCAL YEAR.** The Board of Directors shall have the power to set the period and duration of the fiscal year of the Association. In the absence of specific Board resolution, the fiscal year shall commence on June 1, and end on May 31 of the following year.

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**ARTICLE X  
BOARD OF DIRECTORS**

**Section 1. MEMBERSHIP.** The Members of the Board of Directors of the TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., shall be the President, Vice-President, Secretary, Treasurer, and three (3) Directors-At-Large. Each shall have one vote on matters concerning the property, business and affairs of the Association. During the period between the Annual Meeting and installation, there shall be effort by all the Board of Director Members to preserve continuity in administration. This shall include combined meetings of the incoming and outgoing Board members to brief, train, and assist the newly elected Board Members on the activities, functions, policies, business, financial, legal, and community affairs of the Association:

(A) **PRESIDENT.** The President shall preside at all meetings of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried out; execute notes, checks, leases, mortgages, deeds, grants, permits, contracts, instruments, and policy correspondence as may be called for in the conduct of Association business. The President shall be responsible for exercising any management function required to organize and implement the business of the Association. Candidates for the office of President must have served at least one prior year on the Board of Directors.

(B) **VICE-PRESIDENT.** The Vice-President shall perform all of the duties of the President in the absence, incapacity, illness, death, incompetence, or resignation of the President. The Vice-President shall perform all other duties as may be assigned by the Board of Directors.

(C) **SECRETARY.** The Secretary shall serve as the Corporation Secretary as well as the corresponding and recording Secretary for the Association and Board of Directors. The Secretary shall act as the Registered Agent under the Statutes of Florida for the Association as a Not-For Profit Corporation. The Secretary shall record the votes, keep the minutes of all proceedings, shall sign all certificates of Membership, shall cause a roster to be kept of all Members of the Association, shall prepare all correspondence for the Association, shall prepare and file all required corporate reports and forms under the Statutes of Florida, shall receive all correspondence for Association, shall keep all corporate records for the Association as required by law, receive and keep records of all applications for improvement to any Lot in the Subdivision, and see that such applications are forwarded to the Board Member A for resolution in a timely fashion, and act as Parliamentary authority as needed.

(D) **TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by the Board of Directors. The Treasurer shall sign all checks and notes of the Association, provided that such instruments are countersigned by either the President, Vice-President or

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Secretary. The Treasurer shall prepare all Annual and Special Assessment notices, and oversee their collection.

The Treasurer shall keep proper books of account and shall oversee the preparation of the Annual Budget, balance sheet statement, and Federal tax returns. The Treasurer shall make regular reports at meetings of the Board of Directors and shall inform the Board of Directors of all assessments unpaid.

(E) Member, Chair of Architectural Control Committee (At-Large-A)

(F) Member, At-Large-B

(G) Member, At large C

Section 2. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly, at such place and hour as may be fixed from time to time by resolution of the Board of Directors.

Section 3. SPECIAL MEETINGS. Special Meetings of the Board of Directors shall be held when called by the President of the Board, or by any two (2) members of the Board of Directors, after not less than one (1) day's notice to each member of the Board from the Secretary.

Section 4. QUORUM. A majority, four (4) of the seven (7) members of the Board shall constitute a quorum for the transaction of business. Every act done or decision made by a quorum of the Board shall be regarded as an act of the entire Board. If a quorum is not present at any meeting, the President may adjourn the meeting until another date when a quorum is present.

Section 5. MINUTES. The Secretary shall record all decisions and actions in the minutes of the Board meetings. Such minutes shall be the official, legal, and binding record of the transaction of the business that shall come before the Board of Directors. Ratification of these minutes by the Board of Directors shall constitute approval of all actions in the absence of any member of the Board.

Section 6. TERM. Members of the Board of Directors shall serve for a term of one (1) year commencing June 1 following the May Annual Meeting. Members of the Board of Directors shall be voted on for that specific office by a majority of the eligible Members of the Association in attendance, or by valid proxies, at the Annual Meeting.

Section 7. VACANCIES. The Board of Directors shall, by a majority vote, select replacement members to fill any vacancies which may occur.

Section 8. REMOVAL. Any Director may be removed from the Board by a majority (51%) vote of the eligible Memberships of the Association in attendance at a duly called meeting.

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**Section 9. COMPENSATION.** No voting member of the Board of Directors shall receive compensation for any service that may be rendered to the Association. However, any member of the Board of Directors may be, upon application to the Treasurer and the presentation of valid receipts, be reimbursed for the actual authorized expenses incurred in the performance of his/her duties. Such payments shall be subject to audit and inspection by other Board Members, and the Association Members.

**Section 10. ACTIONS TAKEN WITHOUT A MEETING.** The Board of Directors shall have the right to take any reasonable and justifiable action in the absence of a meeting by obtaining the written approval of all the members of the Board of Directors. Any action approved shall have the same effect as though taken at a meeting of the Board of Directors. Additionally, in the event of unusual circumstances, a verbal telephonic poll may be taken of the Board by a member, and the results of such a majority poll shall have the same effect as if taken at a meeting in person. Such a poll must be reported in writing at the next regular meeting of the Board of Directors.

**Section 11. SPECIAL APPOINTMENTS.** The Board of Directors may elect such other non-voting advisors and committee chairs as the affairs of the Association may require.

**Section 12. MULTIPLE OFFICES.** No person shall simultaneously hold more than one of any of the Board of Directors positions.

**Section 13. SUCCESSION.** In the event of the President's inability for any reason to carry out the required duties, the Vice President shall assume the office. If the Vice President is unable to act, then a Member-at-Large selected by the remaining Board of Directors shall serve.

**Section 14. BOND.** All members of the Board of Directors shall serve without Bond, unless the Board of Directors shall decide otherwise.

#### ARTICLE XI 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 facilities; and,
- (b) adopt and publish rules and regulations governing the personal conduct of the members and guests on the Common Facilities, and,
- (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 these Bylaws, the Articles of Incorporation, the Declarations, and the Statutes of Florida with respect to Not-For-Profit Corporations; and,
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without excuse from three (3) consecutive regular meetings of the Board of Directors; and,

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- (e) employ a manager, auditor, lawyer, accountant, independent contractor, engineer, surveyor, or other such employees as they may deem necessary and to prescribe their duties and compensation, and to require bonding where needed; and,
- (f) to enter into agreements for the maintenance, repair, and operation of the Association properties, or any portion, with any other party; and,
- (g) to call special meetings of the Association Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership; and,
- (h) to establish up to the maximum amount allowed under the Bylaws and Declarations, levy, assess, and collect the assessments and other charges.

**Section 2. RESTRICTIONS.** No member of the Board of Directors of the Association shall be, at any time, employed as a common law employee of the Association. Nothing contained in the Bylaws, however, shall be construed to prohibit the employment of any member of the Association by the Board of Directors.

It is the intent of these Bylaws that no Member of the Board of Directors shall earn a salary, commission, bonus, or similar payment as a result of membership on the Board, notwithstanding actual approved expenses.

**Section 3. DUTIES.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all of its acts and corporate affairs, and to preserve same, and to present a written statement in the form of an Annual Report, complete with a financial accounting at the Annual Meeting of the members; and,
- (b) supervise all officers, agents, and employees of this Association, see that their duties are properly and faithfully performed; and,
- (c) fix the amount of the Annual Assessment against each lot.
- (d) fix the amount, if any, of the required Special Assessment against each lot, and state in writing the purpose of the charge; and,
- (e) procure and maintain adequate insurance, as needed, on the assets and business matters of the Association; and,
- (f) cause the Common Facilities to be maintained; and,
- (g) cause a roster of the properties to be prepared, together with the Assessments and payments on each, which shall be kept in the office of the Association, and be open to the inspection of any Member; and,
- (h) to cause the enforcement of, and conformance to, all Declarations and Bylaws by all Members of the Association in any manner permitted by the laws of the State of Florida, including legal action or injunctive relief; and,

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- (i) authorize public appearance, statements, and the like, before governmental bodies which affect the Association or the interests of the General Membership, to include any actions at law as needed to protect the values of the Properties; and,
- (j) to cause a Crime-Watch function to be staffed, maintained, administered, and trained for the common good and welfare; and,
- (k) perform all other duties set forth by Florida Statute for Not-For-Profit Corporations, including but not limited to filing of Federal and State tax returns, and the filing of State Annual Corporate Reports as required by law.

Section 4. DEVIATION POWERS. The Board of Directors may grant approval for deviations from the Restrictions provided for in the Bylaws and Declarations. Such approval shall require the unanimous affirmative vote of the Board of Directors, and notice to and approval of the adjacent property Owners.

Appeal of a Decision of the Board of Directors can be made to the General Membership at a meeting called for that purpose, or the Annual Meeting. A two-thirds (2/3) majority of the members in attendance eligible to vote shall be required to overturn a decision of the Board of Directors regarding any deviation.

Certain Paragraphs of the Declarations (the Deed Restrictions) may not be deviated from, under any circumstances. Those Paragraphs are numbered FIVE, SIX, and TEN.

Section 5. OWNER WAIVERS. No property owner, developer, agent, assign, broker, heir, representative, or successor, without prior written approval of the Board of Directors of the Association, may impose any additional Covenants, Restrictions, or Declarations on any part of any Lot shown in the Plat of the Association.

Section 6. ACTS OF THE BOARD : INDEMNIFICATION The members of the Board of Directors of the Association shall not be liable to any Owner or any person claiming by or through any Owner, for any act or omission of such Director in the performance of his/her duties, except if such act or omission shall involve gross negligence, bad faith, or reckless disregard of the office, and the Association shall indemnify all such Directors from all claims, demand actions, and proceedings, and any expense in connection therewith. If such Director be judicially declared to have acted in a grossly negligent manner or with bad faith or in reckless disregard of his/her duties, the Association shall not indemnify such Director.

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**ARTICLE XII  
COMMITTEES OF THE BOARD**

**Section 1. LIST.** The Board of Directors shall appoint an Architectural Control Committee, as provided for in the Declarations and a Nominating Committee as provided for in these Bylaws. In addition, the following standing Committees may be appointed by the Board of Directors, along with any others deemed necessary to carry out its purpose:

- (a) Audit Committee
- (b) Crime Watch Committee
- (c) Beautification Committee
- (d) Newsletter Committee
- (e) Public Relations Committee
- (f) Recreation Committee
- (g) Welcome & Hospitality Committee
- (h) Engineering Committee

Unless otherwise provided in the Bylaws, each standing Committee shall consist of a Chair and two or more members in good standing. Chair are responsible to provide a written or verbal report of the Committee's activities to the Secretary in preparation for each Board of Directors Meeting. Such reports shall become a part of the meeting minutes of the Board of Directors. In cases where a Chair cannot recruit members for a Committee, the Chair may act as a Committee of one.

**Section 2. ARCHITECTURAL CONTROL - GENERAL.** No building, fence, dock, wall, structure, slab, building, roof, ramp, boardwalk, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition (including pools) to, or change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location have been submitted in duplicate, and approved in writing, as to the harmony, external design, and location in relation to the surrounding structures and topography by the Architectural Control Committee of the Board of Directors of the Association. The Committee shall include one (1) member of the Board of Directors, who shall act as Chair with vote. The Architectural Control Committee shall have the right to refuse to approve any construction, plans, or specifications, lot grading, and landscaping plans which are not desirable, or suitable, in its opinion for any reason, including purely aesthetic reasons (as provided for in the Declarations) connected with future development of the Owners of Lots adjacent to the land, or contiguous lands.

**Section 2.1. ENVIRONMENTAL CONTROL.** Since the maintenance and architectural harmony and unity is essential for the preservation and enhancement of the value of the Lots, and the harmonious functioning of the community affected thereby, no improvements which may affect the environment of the Turkey Creek, its watershed, streams, runs, or sloughs, may be erected on any Lot by any Owner without the approval of the Architectural Control Committee and/or the Board of Directors of the Association.

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**Section 2.2. IMPROVEMENTS.** The term "improvements" shall include but not be limited to, the erection of any structure, including additions to, or alterations of any building, greenhouses, the erection of any fence, the moving of any structure from another locality to a Lot, the grading, scraping, excavation, or other rearranging of the surface of any Lot, the construction of any driveway, alleyway, walkway, boardwalk, entryway, patio, pool, sauna, hot tub, fountain, or other similar item, the alteration or removal of any exterior surface, the planting or replanting or rearranging of any plant life in or near the watershed, or the dumping of any matter whatsoever into the water. These items shall apply only to this Article for the purpose of protecting the endangered environment of Turkey Creek.

**Section 2.3. APPLICATION PROCEDURE.** The Committee's approval, disapproval, or waiver, as required by these Bylaws, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within sixty (60) business days after complete plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to be fully complied with. In the event of a waiver or ambiguity in the Declarations, adjoining neighbor input will be sought before a decision is made. At least thirty (30) business days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee by personal service on the Secretary of the Board of Directors at the registered address of the legal business office or to the mailing address of the Association. In the event that another member of the Board of Directors receives service of any plans, then the Secretary must be notified by that Board member to ensure that proper records are kept, and it shall be the personal responsibility of the Board member receiving the plans to deliver them immediately to the Chair of the Committee (Director-At-Large A). Two sets of plans for new construction shall consist of not less than the following:

- (a) foundation plans
- (b) floor plans of all floors
- (c) section details
- (d) elevation drawings of all exterior walls or sides.
- (e) roof plans
- (f) plot plan and survey
- (g) landscaping drawings (highly recommended but not required)
- (h) description of all materials
- (i) Turkey Creek Homeowners Permit Application (obtained from the Association Secretary)

The plans for new lot construction shall bear the original seal of a licensed engineer or architect empowered to practice in the State of Florida by the Department of Professional Regulation. The Survey shall bear the original seal of a registered Florida Land Surveyor and signature attest. All documents shall be original as defined by the Florida Statutes for Professional Registration. No photostatic copies of any sealed document shall be accepted by the Association.

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Any change to the plans during construction must be approved by the Committee. The Secretary is responsible for keeping a log of all plans submitted to the Committee, together with notes of the resolution of each application.

**Section 2.4. COMMITTEE STRUCTURE.** The Board of Directors of the Association shall appoint an Architectural Control Committee to review and approve improvements to be made by any Owner to any Lot. The Committee may have at least two members who are not voting members of the Board of Directors, in addition to the Board Member who shall act as Chair.

**Section 2.5 REVIEW PROCEDURES AND TIME FRAMES.** The Committee shall meet and/or consider within thirty (30) business days after an Owner has made application for approval. The Committee shall render its decision within five (5) business days of that meeting, either approving or disapproving them, in the latter case making specific and detailed reference to those features which caused disapproval. Approval may be conditioned upon completion within a specified reasonable time period. All decisions of the Committee shall be by majority vote. A failure of the Committee to act will result in the project being considered approved. In the event of the absence or illness of any member, the President of the Board of Directors will serve in the member's stead until the next regular Board Meeting. The signatures required on all applications will be the Chairman of the Architectural Control Committee, and the President of the Board of Directors. All disapproval decisions of the Committee, except those due to the omission of required information, must be discussed by the Board of Directors before giving notice to the applicant.

**Section 2.6 APPEAL.** The applicant may upon a disapproval, make formal appeal to the full Board of Directors. Appeal must be made within twenty-five (25) calendar days of the notice of a disapproval. Notice must be served on the Secretary of the Board of Directors. The matter shall be placed on the agenda for the next regular meeting of the Board of Directors. During the Board meeting, the applicant will have twenty (20) minutes for a presentation by personal appearance, ten (10) minutes will be allocated for surrounding neighbor input, and ten (10) minutes for Board questions, after which the matter shall be put to an immediate and binding vote. The results shall be binding on the Owner, the Board, and the Association. When circumstances, information or situations have changed, the matter may again be brought before the Board of Directors.

The applicant may, as a last resort, bring the matter once before a vote of the general membership of the Association at his own expense. If the decision of the Board of Directors is overturned, the applicant may be reimbursed for all reasonable and receipted expenses.

**Section 3. AUDIT COMMITTEE.** The Audit Committee is responsible for the conducting of an annual audit of the Association's financial records and books; approval of the balance sheet of the Association for presentation to the Members at the Annual Meeting; review of any bonding requirements

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for persons with fiscal responsibility; review of insurance needs for recommendation to the Board.

**Section 4. NOMINATING COMMITTEE.** The Nominating Committee shall consist of a Chair and two or more members. No member of the Nominating Committee may be currently serving on the Board of Directors, nor may they accept nomination, nor stand for election to the Board they are nominating. The Chair shall be appointed by the Board of Directors prior to the Annual Meeting, and shall select the remaining members, with the approval of the Board. The Committee shall serve from after the Annual Meeting until the next Annual Meeting, and appointments to each successive Committee shall be announced at the close of each Annual Meeting.

**Section 5. CRIME WATCH.** The Crime Watch Committee shall be organized in cooperation with the Palm Bay Police Department. The Committee shall be the cornerstone for the preservation of member involvement in the protection of life, property, and general welfare of the Association and its residents. The Crime Watch Captain (Chair) shall call a meeting of all Block Captains at least once per quarter, cause the Secretary to update the Crime Watch Master List monthly, maintain direct lines of communication with each block captain, provide a liaison function with the Palm Bay Police Department, arrange for regular exchange of Crime Watch Information to the members of the Association, review the qualifications of all Crime Watch Block Captains, oversee the activities of all Block Captains, plan and conduct on an annual basis mock crime events to test the functioning of the Crime Watch System, and to provide training for all Crime Watch Committee Members.

**Section 6. BEAUTIFICATION COMMITTEE.** The Beautification Committee is responsible for the upkeep and beautification of the Front Entrance area, and any other responsibilities assigned by the Board of Directors for Common Facilities owned.

**Section 7. NEWSLETTER COMMITTEE.** The Newsletter Committee shall publish and distribute to each resident a newsletter on at least a quarterly basis to inform the membership of the activities of the Association, and to report the actions of the Board of Directors. The Newsletter Editor shall secure advertising, write and collect articles, collect reports from the President and other Officers as needed, publish notices of Association and Committee Meetings, other Association events, cause a Newsletter to be published, and oversee the distribution.

**Section 8. PUBLIC RELATIONS COMMITTEE.** The Public Relations Committee is responsible for contact with the General Public, and the presentation of the Association viewpoint to all governmental agencies which may consider matters affecting the community. The Committee shall obtain specific Board directions and approval of any publication, appearance, or statement before it becomes public.

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**Section 9. RECREATION COMMITTEE.** The Recreation Committee is responsible for the organization of the community's social and recreational activities (e.g. Annual Picnic, Christmas Contest, Community Yard Sale, etc) under the supervision of the Board of Directors.

**Section 10. WELCOME AND HOSPITALITY COMMITTEE.** The Welcome and Hospitality Committee is responsible for providing refreshments at the Annual Meeting, if such are requested by the Board of Directors. The Committee is primarily responsible for the official greeting of all new residents of the Community, and the provision of information regarding these residents to the Secretary for Crime Watch records and the Residential Directory.

**Section 11. ENGINEERING COMMITTEE.** The Engineering Committee is responsible for providing to the Board of Directors ongoing advice, technical support, analysis, opinion, recommendations, and counsel on civil, structural, mechanical, electrical, and sanitary engineering matters as they pertain to the Properties and Common Facilities.

**Section 12. ACCOUNTABILITY.** Each Committee is responsible to receive complaints and comments of the Association Members in its' area of responsibility. Each Committee shall deal with these comments and complaints as it deems appropriate, or refer them to other Committees or the Board of Directors. A record shall be forwarded to the Secretary on each matter handled. Under no circumstances may a Member's comment or complaint go unanswered for a period of greater than thirty (30) calendar days from the first presentation to a Committee or Board of Directors Member. All Committees shall be fully accountable to the Board of Directors, and ultimately to the Membership of the Association.

#### ARTICLE XIII NOMINATION AND ELECTION OF DIRECTORS

**Section 1. NOMINATION.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Committee shall be appointed by the outgoing Board of Directors. The Committee shall make as many nominations for selection to the Board of Directors as it shall determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among Association Members in good standing.

**Section 2. NOMINATION PROCEDURE.** The Nominating Committee shall encourage broad participation throughout the Association in securing candidates for Board of Directors positions. The Chair of the Nominating Committee shall submit to the Secretary the names of all candidates considered for nomination to the Board. Only those candidates certified by the Secretary and Treasurer as Resident Members in good standing shall be eligible for election to the Board of Directors. The Nominating Committee shall finalize the slate of nominees no later than March 30 of each year. The Board of Directors shall receive the slate at their April

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Meeting. No further nominations shall be accepted once the slate is finalized, excepting those from the floor at the Annual Meeting. Only Class A Members shall hold Board positions.

**Section 3. OFFICES TO BE FILLED.** All of the Board of Directors shall be elected and installed at the Annual Meeting of the Association. They shall serve until their successors are duly elected and installed. In the event of protest of an election, the newly elected Board shall take office. The matter shall be placed before a third party for resolution.

**Section 4. ELECTION.** Election to the Board of Directors shall be by secret ballot. At such election, the members or valid proxies, may cast as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the greatest number of votes in each office shall be elected. Cumulative voting is not permitted. Elections can only be held at the Annual Meeting in May.

#### ARTICLE XIV GENERAL PROVISIONS

**Section 1. DURATION.** The Provisions of these Bylaws shall run with, and bind the land, and shall inure to the benefit of, and be enforceable by the Association, its legal representatives, heirs, successors, and assigns, until December 1, 2008, after which time, said Bylaws shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the Association representing the assent of the members has been recorded. No such agreement to change shall be effective unless it has been recorded in the Official Land Records of Brevard.

**Section 2. ENFORCEMENT.** Enforcement of these Bylaws or any Declaration of the Association shall be by any allowed legal proceeding against any Person or Persons violating, or attempting to violate any of the terms of these instruments, either (1) to restrain violation or to recover damages, and against the land to enforce any lien created herein, or (2) to enforce the Declaration. Failure by the Board of Directors to enforce any duty or obligation herein, shall in no event be deemed to be a waiver of the right to do so at any later time.

**Section 3. SEVERABILITY.** Invalidation of any one of these Bylaws by judgement or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 4. GOVERNING LAW.** These Bylaws shall be governed and operate under the laws of the State of Florida.

**Section 5. INCLUSION OF ARTICLES OF INCORPORATION.** The provisions of the Articles of Incorporation of The TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., shall become a bylaw as fully and completely as if specifically set forth.

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Section 6. PARALLEL RULES. The restrictions set forth in the various documents covering the Properties shall run with the land and bind the present Owner, except as otherwise provided, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree, and covenant with the Owner of said land, its or their heirs, agents, personal representatives, successors, and assigns, and with each of them to conform to and observe those restrictions as to the use of said Lots and the construction of improvements to the lots. No restriction set forth shall be personally binding on any person except in respect to breaches committed during his/her ownership of title to the Lot. No action for enforcement of these Bylaws or Declarations may be commenced until the procedure specified in these Bylaws has been completed.

ARTICLE XV  
NOTICES

Section 1. NOTICES. All notices given or required to be given by the Association to its' Members shall be deemed to have been actually given and received when deposited in the United States Mail, postage prepaid, first class to the address of the Member as it appears on the books of the Association. This notice given by U. S. Mail shall be deemed to have been given and mailed, whether or not it is actually received.

Section 2. PERSONAL SERVICE. Personal hand service by a Member of the Board of Directors of the Association on a Member of the Association shall carry the same force and effect as service via the U. S. Mail. Hand service under the direct supervision and control of a Member of the Board of Directors shall be valid. Service by hand need not be to the person directly. Service by posting on the front entry of the residence shall be considered valid hand service, as provided for by Florida Statute.

ARTICLE XVII  
AMENDMENTS

Section 1. PROCEDURE. These Bylaws may be amended at a regular or special meeting of the Membership of the Association, by an affirmative vote of three-quarters (3/4) of the total eligible Memberships. Provisions of the Bylaws that are governed by the Articles of Incorporation may be amended as provided in the Articles or by the applicable Statutes of the State of Florida for Not-For-Profit Corporations. Provisions that are governed by the Declarations may be amended as provided in the Declarations.

Section 2. CONFLICT. In the case of conflict between the Articles of Incorporation and these Bylaws, the Articles shall govern. In the case of conflict between the Declarations and these Bylaws, the Declarations shall govern. Conflict between the Articles and the Declarations shall be resolved at law.

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**Section 3. PROPOSED AMENDMENTS.** Proposed amendments to these Bylaws shall be presented in writing to the Secretary, and contain the signatures of five (5) percent of the Members of the Association in good standing in support. The proposal shall then be considered by the Board of Directors at the next regular meeting of the Board. The Board of Directors shall decide at that meeting to what extent if any that the Board shall endorse the proposal. In the event that the Board of Directors endorses the proposal, the Association shall bear the costs of voting on the matter at the next scheduled meeting of the Membership. If the Board of Directors declines to endorse the proposal, then those Members submitting the proposal shall bear the costs of voting. The costs of voting shall be paid to the Association before the matter is placed before the Membership. Costs shall be limited to those that are reasonable and customary. In the event that the matter shall extend beyond one (1) year without payment or vote, then the proposal shall be null and void. If the proposed amendment is approved then, the member who submitted the proposal shall be reimbursed for all receipted costs. The Board of Directors shall have the right to advise the Membership on the proposal, recommend either for or against, and indicate the impacts to the Association of the adoption of any proposal.

**Section 4. COPIES OF PROPOSED AMENDMENTS.** Copies of any proposed amendment shall be delivered to each Member of the Association along with the notice of the meeting at which it is to be acted on.

**Section 5. AMENDMENT OF BYLAWS BY THE ASSOCIATION BOARD OF DIRECTORS.** The Association Board of Directors reserves, and shall have the sole right to:

- (a) amend these Bylaws for the purpose of curing any ambiguity or inconsistency between the provisions;
- (b) release any building plot from any part of the Declarations which has been violated before the adoption of these Bylaws, including violations of building restrictions if the Board of Directors, in its sole judgement, determines such violation to be minor or insubstantial.

**ARTICLE XVIII  
BOOKS, RECORDS, AND PAPERS**

**Section 1. INSPECTION.** The books, records and papers of the Association shall at all times be available upon reasonable notice to the inspection of any current member of the Association. Such inspections shall be at reasonable times, by appointment or agreement.

**Section 2. COPIES.** Copies of any and all documents of the Association shall be available to current members for a reasonable cost per page.

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ARTICLE XIX  
INSURANCE

Section 1. POLICIES. The Board of Directors may obtain a master policy of fire and extended coverage insurance covering all improvements of the Common Facilities, if it deems it necessary.

Section 2. ATTORNEY IN FACT. Each Owner hereby appoints the Board of Directors as its agent and attorney in fact for the collection of all proceeds payable under any insurance policy. The Board of Directors may negotiate, compromise and settle any disputed claim with any insurance company providing the insurance and may execute any releases, acquittance, discharges, and other documents as may be necessary to effect such settlements, and may institute such actions at law as it deems necessary to collect the proceeds of such insurance.

Section 3. RESTORATION. In the event of a casualty loss covered under the insurance, the Board of Directors shall collect all proceeds and will, to the extent of such proceeds, repair, restore, and replace any damaged or destroyed structures to their same, or similar condition existing just prior to the damage or destruction. The Board of Directors shall not be liable to any Owner for delay in the completion of repairs, restoration, or replacement due to causes beyond the reasonable control of the Board of Directors or its contractors. This is to include delay caused by weather, shortage or unavailability of materials, strikes or other work stoppages.

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IN WITNESS THEREOF, WE, being the Directors and Officers of the TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals as the duly elected representatives of the said corporation, and have caused this instrument to be signed in the name of the Directors and Officers of the Corporation upon the duly called quorum meeting of the general membership of the said corporation, and after having obtained the consent of a majority of the members present eligible to vote upon full payment of the then current fiscal years Annual Assessment, and have caused the Corporate Seal to be affixed hereunto, and have caused it to be attested to by the Secretary,

this 26 day, of January, 1989, A.D.

ATTEST:

Constance M. Cory  
SECRETARY

[Signature]  
PRESIDENT

[Signature]  
VICE-PRESIDENT

[Signature]  
TREASURER

[Signature]  
DIRECTOR-AT-LARGE A

[Signature]  
DIRECTOR-AT-LARGE B

[Signature]  
DIRECTOR-AT-LARGE C

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ACKNOWLEDGMENT

STATE OF FLORIDA )  
                          ) TO WIT:  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority qualified to take acknowledgements in the aforesaid State and County personally appeared

SUE McLEAN , CAROLE M. COX  
LEONARD S. MEISENZAHN , THOMAS E. SEPANIK  
ALLISON ADDERMAN , MARK LUDKA  
FREDERICK W. NARQUARDT ,

to me well known, and to me known to be the individuals described in, and who have executed the foregoing instrument, The Bylaws of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC, as the legally installed Officers and Directors of the above named TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, and severally acknowledged to, and before me they executed said the aforesaid instrument as President, Vice-President, Treasurer, Secretary, and Directors-At-Large, of said corporation, and that the corporate seal affixed to the foregoing instrument, if any, is the corporate seal of said corporation, and that it is affixed to said instrument by due, and regular corporate authority, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I Have set my hand, and official seal, this 26 day of June, 1989, A.D.

[Signature]  
Notary Public at Large in Florida

SEAL:



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NOT RECORDED  
*[Handwritten signature]*

COUNTY OF BREVARD )  
STATE OF FLORIDA ) To Wit:

RESOLUTION OF ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS, that this Corporate Resolution of Acceptance, is made, executed, signed, sealed, and entered into this 2nd day of May, 1989, A.D., by THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, hereinafter referred to as The Association.

W I T N E S S E T H :

WHEREAS, The Association is the legal representative of the real property owners described hereinafter, and;

WHEREAS, The Association is incorporated under the Laws of the State of Florida for the purpose of exercising the functions stated in The Association Bylaws, and;

WHEREAS, The Association desires to accept formally a specific parcel of adjacent real property into The Association, and;

WHEREAS, The Association exists, and was created, recorded and recited in the Declaration of Covenants, Agreements, Limitations, and Restrictions as a part of the Official Land Records in Brevard County, Florida, and;

NOW, THEREFORE, The Association declares the following Corporate Resolution of Acceptance:

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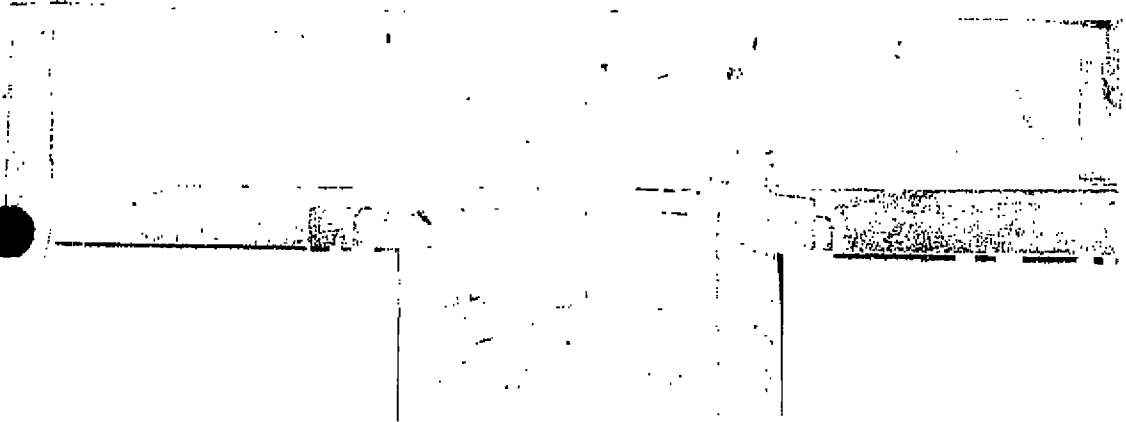
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*[Vertical handwritten note:]*  
By: *[Signature]*  
Secretary of the Association  
in presence of other homeowners  
and in presence of the  
notary public, Florida State Bar #12345

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COUNTY FLORIDA FILED 17 MAY 1989  
TALLAHASSEE  
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ARTICLE I  
DEFINITIONS

Section 1. "ASSOCIATION or THE ASSOCIATION" means THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a Not-For-Profit Corporation organized and existing under the laws of the State of Florida. The Association was recited in a Certificate of Assumed Named dated August 8, 1988, and recorded in the Official Land Records of Brevard County, Florida at ORB 2931, Pages 1681-2. The Association was issued an Employer Identification Number (EIN) of 59-2876243 by the U. S. Department of Treasury, Internal Revenue Service on January 27, 1981 as a Not-For-Profit Homeowners Association under applicable sections of the Federal Tax Code.

Section 2. "THE PROPERTY" means the following described property:

Lots 01 to 42, inclusive, Block C,  
 Lots 01 to 04, inclusive, Block D,  
 Lots 01 to 05, inclusive, Block G,  
 Lots 01 to 07, inclusive, Block H,  
 Lots 01 to 06, inclusive, Block J,  
 Lots 01 to 08, inclusive, Block K,  
 Lots 01 to 13, inclusive, Block L,  
 Lots 01 to 03, inclusive, Block M,  
 Lots 01 to 06, inclusive, Block N,  
 Lots 01 to 03, inclusive, Block P,  
 Lots 01 to 16, inclusive, Block R,  
 Lots 01 to 40, inclusive, Block S,

Described in the subdivision plat, Plat Book 25, Page 111-112, and as amended due to survey error in Official Records Book (ORB) 2017 at Page 0030 and as recorded in the Official Land Records Book (ORB) 1985, at Page (PG) 117, and amended in Official Land Records Book (ORB) 70 at Page 274, in the public land records of Brevard County, Florida, and developed from property in Highland Shores, as recorded in Plat Book 12, at Page 43 of the public land records of Brevard County, Florida, and more particularly described as: the northwest corner of the NE 1/4 of Section 26, Township 28 South, Range 37 East. The entrance road, Mandarin Drive shall be as described in ORB 1404 at Page 370, with the balance of the subdivision roads as described in the plat.

Each lot so described is recorded in the subdivision plat and is deemed to become a part of this description as fully and completely if set out specifically by legal meets and bounds for each lot.

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The term "TURKEY CREEK SUBDIVISION" shall refer to the collection of these lots.

Section 3. "BOARD OF DIRECTORS or THE BOARD" means the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC.

Section 4. "LOT" means any plot of land or real property shown on the subdivision map, with the exception of the Common Facilities and any other area which may be dedicated to public use.

Section 5. "OWNER" means the recorded Owner of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation provided the purchaser at a foreclosure sale or Trustee's sale shall be deemed to be an Owner. The requirement of membership shall not apply to any mortgagee or third party acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgages or third person.

Section 6. "DECLARATIONS" means the Declaration of Covenants, Limitations, Agreements, Conditions, and Restrictions contained in the Deed of Declaration attached to the Subdivision Plat for the Properties recorded in the Clerk's office of the Circuit Court of Brevard County, as part of the Official Land Records, in the State of Florida.

Section 7. ADDING ADDITIONAL LOTS. Additional Lots which are added to the Turkey Creek Subdivision shall become subject to the Association Bylaws by the recording of the Declarations containing the same exact indenture which created the original subdivision plat. Any subsequent Declarations shall not alter any of the rights of the members of the Association and shall be uniform between all Lots. Lots outside the current boundaries of the Subdivision may be added by meeting the following five criteria:

- (1) Acceptance by a majority vote of the Board of Directors, and;
- (2) Attachment of the Declaration to the title of the Property, and;
- (3) Lot must be contiguous with a current Association member Lot, and;
- (4) Complete conformance with the Declarations, or waiver by the Board of Directors as provided for in these Bylaws, and;
- (5) Adoption of a resolution of the City Council of Palm Bay adding the lot to Turkey Creek (if required by the City).

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The Association reserves the right to amend, or refile the subdivision plat at such time that in the judgement of the Board of Directors it is necessary to do so for the proper operation of the Association.

Section 8. "THE PARCEL" shall refer to Lot proposed in this Resolution proposed for acceptance.

ARTICLE II  
LOT PROPOSED FOR ACCEPTANCE

Section 1. DESCRIPTION. The Parcel proposed for acceptance, known as Lot 251.1, Section 26, Township 28 South, Range 37 East, the City of Palm Bay, Brevard County, Florida, more particularly described as follows:

Beginning at the Southwest corner of Lot 40, Block "S", according to the Plat of TURKEY CREEK SUBDIVISION, as recorded in Plat Book (PB) 25, Pages (PG) 111 and 112 of the Public Records of Brevard County, Florida; thence North 0 degrees 23'09" East, along the West line of said Lot 40, and the West line of the East half of said Section 26, for a distance of 190.00 feet; thence North 89 degrees 36'51" West, for a distance of 100.00 feet; thence South 0 degrees 23'09", for a distance of 178.52 feet to a point on the North Right-of-Way line of Mandarin Drive (60.00 feet in width) as described in ORB 1404, Page 370; thence South 83 degrees 03'49", along said Right-of-Way, for a distance of 100.66 feet to the Point of Beginning; containing 0.423 acres more or less.

Mandarin Drive was created by a Right-of-Way Deed granted to the City of Palm Bay from the General Development Corporation, on November 15, 1973, as recorded in ORB 1404, PG 370, containing 0.3 acres more or less.

Section 2. CREATION. The Parcel was created from a parcel of land described in a General Warranty Deed recorded in ORB 2686, PG 2080, and the subject of a Corrective Quit Claim Deed recorded in ORB 2790, PG 2297, April 1, 1987.

The Parcel was transferred from Joy J. Gilliland, as Trustee and Individually, to V&K Investments, Inc., a Florida Corporation by a Quit Claim Deed recorded in ORB 2790, PG 2295, on April 1, 1987.

The existing 30.00 foot drainage easement along the western side of the Parcel, created by a grant to the City of Palm Bay from the General Development Corporation, as recorded in ORB 1980, PG 891, was removed as a result of VE-10-87, and Palm Bay City Council Ordinance 87-49, on December 3, 1987.

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The Parcel was transferred from V&K Investments, Inc. to Randy W. Berry and Kaycee Cook, d/b/a C&K Investments, by a General Warranty Deed recorded in ORB 2887, PG 0459, on January 29, 1988. The Parcel was placed under instant indenture by reference to the Declaration in ORB 1985, PG 117.

The Parcel was transferred from Randy W. Berry and Kaycee Cook, d/b/a C&K Investments to John S. Franklin and Jeanne D. Franklin, husband and wife (et. ux.), by a General Warranty Deed recorded in ORB 2930, PG 0279, on July 29, 1988.

A single family residence was erected on the said Parcel, with a Certificate of Occupancy issued in April 1989 to John S. Franklin and Jeanne D. Franklin, husband and wife.

Section 3. BACKGROUND. The Parcel was subject to several Palm Bay City Council actions in prior years. As part of the overall conditional use zoning of the Turkey Creek Villas, as recorded in ORB 2790, PG 2297, Ordinance 83-68 directed in Section 2.2 stated that "All single family lots shall carry the same deed restrictions as in the Turkey Creek subdivision".

Section 4. COMPLIANCE WITH THE DECLARATIONS. The Association has reviewed, and approved the site construction plan for the single family residence on the said Parcel, on January 2, 1989 as being in full compliance with The Declarations.

Section 5. APPLICATION FOR ACCEPTANCE. The Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC. having considered the application for membership of the said Parcel, on April 4, 1989, upon the presence of a valid motion, and qualified second, and an unanimous affirmative vote of the full Board of Directors meeting in a regular duly called session with full corporate authority, does hereby proclaim:

#### R E S O L U T I O N

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the Turkey Creek Subdivision Declaration of Restrictions, Limitations, Conditions, and Agreements, allows for the acceptance of any additional lot by the Property Owners Association, provided that said addition is in full compliance with the Declarations, and:

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the original subdivision plat did not include Lot 251.1, and that it immediately adjacent to and touching Lot 40, Block "S" of the original subdivision, and;

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BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that The Association is in full name, deed, and act the said Property Owners Association as referred to in the Declarations, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that it is a Florida Not-For-Profit Corporation, empowered to represent the homeowners of the Turkey Creek Subdivision in the City of Palm Bay, Florida, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., the present owners of Lot 251.1 have made application for Membership, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the present owners of Lot 251.1 did make construction application for approval to The Association, as provided for in the Declarations and the Bylaws, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the single family residence on Lot 251.1 has met all known requirements of the Declarations, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the City of Palm Bay, Florida, has issued a Certificate of Occupancy for the single family residence on Lot 251.1, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the said Lot 251.1 is the subject of the instant indenture of the Declarations by virtue of the restrictive covenant invoked by the General Warranty Deed recorded in ORB 2887, PG 0459 of the Public Land Records of Brevard County, Florida, and operative upon all future fee simple owners of record, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that the single family residence on Lot 251.1 is in full compliance with Ordinance 83-68 enacted by the City of Palm Bay, Florida, and;

BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC. that Lot 251.1 shall be a Class A Membership, subject to Assessments beginning with the 1990 Fiscal Year of the Association, as provided for in the Bylaws, and;

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BE IT RESOLVED, by the Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., that Lot 251.1 shall be known as Lot 41, Block "S", hereinafter for all Association purposes, and;

NOW, THEREFORE, The Board of Directors of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., does hereby declare that it formally accepts into full membership the said Lot 251.1 into the Turkey Creek Subdivision, subject all rights and obligations imposed on all Properties under the Declarations.

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IN WITNESS THEREOF, WE, being the Officers of THE TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals as the duly elected representatives of the said corporation, and have caused this instrument to be signed in the name of the Directors and Officers of the Corporation upon the duly called quorum meeting of the Board of Directors of the said corporation, and after having obtained the consent of a majority of the members present eligible to vote upon full payment of the then current fiscal years Annual Assessment, and have caused the Corporate Seal to be affixed hereunto, and have caused it to be attested to by the Secretary,

this 2nd day, of May, 1989, A.D.

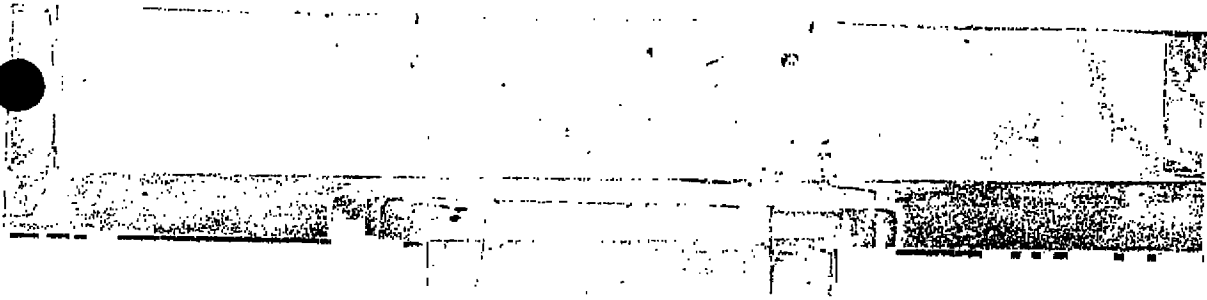
ATTEST:

Carole M. Cox  
SECRETARY

Sue McBain  
PRESIDENT

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**AFFIDAVIT OF RICHARD H. CLOUTIER**

**EXHIBIT  
B**

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority personally appeared **RICHARD H. CLOUTIER**, who, after first being duly sworn, deposes and says:

1. I am the President of the Turkey Creek Homeowners Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

2. That a Board of Directors Meeting was scheduled for Tuesday, February 27, 2007, at 7:15 P.M. That the Board of Directors of the Association caused a notice setting forth the date, time, place and the following statement to be mailed to the parcel owners not less than seven (7) days prior to the Board of Directors Meeting at which the Board of Directors voted to preserve the Association Documents burdening the property of the members of the Association pursuant to Chapter 712, Florida Statutes.

**STATEMENT OF MARKETABLE TITLE ACTION**

Turkey Creek Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Restrictions, Limitations, Conditions and Agreements recorded at Official Records Book 1985, Page 117; the Resolution of Declaration Enforcement Policy recorded at Official Records Book 3094, Page 2480; the Bylaws of The Turkey Creek Homeowners Association recorded at Official Records Book 3003, Page 3628; and the Resolution of Acceptance recorded at Official Records Book 2994, Page 2169 all of the Public Records of Brevard County, Florida, as may be amended from time to time, (the "Association Documents") currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Brevard County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

  
Affiant, Richard H. Cloutier

Sworn and subscribed before me  
this 28 day of February, 2007.

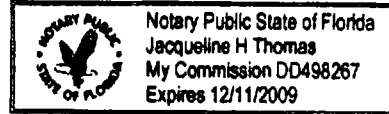
Jacqueline H Thomas  
Jacqueline H Thomas

(Print Name)

Notary Public at Large

My Commission Expires:

Commission No.:



Personally Known  or Produced Identification

Type of Identification Produced FL DL

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