

**BY-LAWS  
OF  
THORNTON CREEK MOTORCOACH RESORT OWNERS ASSOCIATION, INC.**

**ARTICLE I**

The name of the corporation is **THORNTON CREEK MOTORCOACH RESORT OWNERS ASSOCIATION, INC.**, a Florida Corporation, not-for-profit (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at such location as may be designated from time to time by the Board of Directors, and meetings of members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

**ARTICLE II**  
**Definitions**

**SECTION 1.** "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Thornton Creek Motorcoach Resort Owners Association, Inc. filed with the Florida Secretary of State on April 6, 2015, and all future amendments to the Articles.

**SECTION 2.** "Association" shall mean and refer to **THORNTON CREEK MOTORCOACH RESORT OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, and its successors and assigns.

**SECTION 3.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort, which was recorded on July 8, 2015 as Instrument Number 201514003472 of the Public Records of Desoto County, Florida, as amended from time to time.

**SECTION 4.** "Developer" or "Declarant" shall mean and refer to **THORNTON CREEK, LLC**, a Florida Limited Liability Company, and its successors and assigns.

**SECTION 5.** "Lot" means and refers to a plated plot of land or parcel shown and identified by number on any Plat of the Property and which is intended for single-family residential purposes consistent with Motorcoach living in accordance with the DeSoto County Land Development Regulations.

**SECTION 6.** "Member" shall mean every person or entity holding membership in the Association.

**SECTION 7.** "Owner" means and refers to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Property, including the Declarant if the Declarant is the record owner of one or more Lots.



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**SECTION 8.** "Property" shall mean and refer to real property described in Exhibit "A" to the Declaration and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by recording supplemental declarations.

**SECTION 9.** "Subject Property" or "Subdivision" shall mean and refer to that portion of the subdivided real property hereinbefore described in the recorded plat and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

### **ARTICLE III** **Meeting of Members**

**SECTION 1. Annual Meetings.** The annual meeting of the Members shall be held on the same day of the same month of each year. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**SECTION 2. Special Meeting.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the Members.

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

**SECTION 4. Quorum.** The presence at the meeting of Members entitled to cast votes or of proxies entitled to cast votes, equal to fifty percent (50%) of the total votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at the meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or represented.

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

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

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

- A. Roll Call;
- B. Proof of notice of meeting or waiver of notice;
- C. Election of Directors (if election is to be held);
- D. Reading of minutes of previous meeting;
- E. Reports of Officers;
- F. Unfinished business;
- G. New business; and
- H. Adjournment.

#### **ARTICLE IV**

##### **Board of Directors: Selection - Term of Office**

**SECTION 1. Number.** The affairs of this Association shall be managed and governed by a Board of Directors composed of three (3) members.

**SECTION 2. Term of Office.** Each member of the Board shall serve for a term of two (2) years, or until such time as his successor is elected or appointed.

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

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

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

#### **ARTICLE V**

##### **Election of Directors**

Elections to the Board of Directors shall be by ballot. At such election the members or their proxies may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### **ARTICLE VI**

##### **Meetings of Directors**

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**SECTION 1. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail or telephone and shall be transmitted at least three (3) days prior to the meeting, except for emergency meetings, in which event said notice shall be waived. Notice shall be posted as required by law.

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

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

## **ARTICLE VII**

### **Powers and Duties of the Board of Directors**

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

A. adopt, publish and amend from time to time rules and regulations governing the use of the Subject Property and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. suspend the voting rights and right to use of any common areas by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right to use of the common areas may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of rules and regulations as promulgated by the Board of Directors;

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 By-laws, the Articles of Incorporation, or the Declaration;

D. employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

E. accept such other functions or duties with respect to the Subject Property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

F. delegate to and contract with a financial institution for collection of the assessments of the Association.

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G. levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate.

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

A. to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by a majority of all members;

B. to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

C. to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget as provided in the Declaration described hereinabove; provided that the Board of Directors may provide for said assessments to be paid in monthly, quarterly or semi-annual installments;

D. to foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;

E. to issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

F. to procure and maintain adequate liability insurance on property owned by the Association, officers and directors indemnification insurance, and such other insurance which in the opinion of a majority of the Directors may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Directors;

G. to cause the Subject Property, including the Lots and the dwellings situated on the Lots, to be maintained in accordance with the Declaration; and

H. to fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment.

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**ARTICLE VIII**  
**Officers and Their Duties**

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

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

**SECTION 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

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

**SECTION 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. Vacancies.** A vacancy in any office may be filled by appointment by a majority of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**SECTION 7. Multiple Offices.** The offices of president and secretary may not be held by the same person.

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

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

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

C. **Secretary:** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal

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of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

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; shall sign all checks and promissory notes of the Association along with the president; keep proper books of account; cause a financial report of the Association books to be made by a public accountant at the completion of each fiscal year; and, shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX Committees

The Board of Directors may, at its discretion, appoint an Architectural Review Board, a Nominating Committee and other committees as it sees fit.

#### ARTICLE X Official Records

The Official Records of the Association shall be available for inspection and copying as provided by Florida law.

#### ARTICLE XI Assessments

As more fully provided in the Declaration, except as therein provided, each Member is obligated to pay to the Association annual and special assessments and reserves which are secured by a continuing lien upon the property against which the assessment is made and are a personal obligation of the Member.

#### ARTICLE XII Corporate Seal

The Association shall have a seal in circular form, having within its circumference the words: **THORNTON CREEK MOTORCOACH RESORT OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation.

#### ARTICLE XIII Amendments

**SECTION 1. Requirements to Amend.** These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of the Members present in person or by proxy, except as otherwise provided in the Declaration.

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

**ARTICLE XIV**  
**Miscellaneous**

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

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

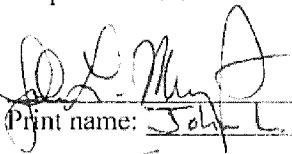
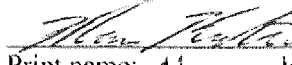
**SECTION 3. Insurance.** The Board of Directors may, but is not required to, elect to carry a policy of officers and directors liability insurance, insuring the officers and Directors against any claims made against them whatsoever, except claims of willful negligence, conduct for which a criminal conviction follows, and misfeasance of office.



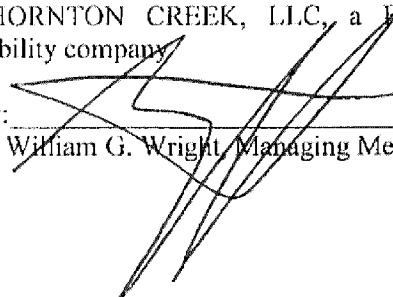
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IN WITNESS WHEREOF, THORNTON CREEK MOTORCOACH RESORT OWNERS ASSOCIATION, INC. have hereto set its hands and official seal this \_\_\_\_ day of May, 2019.

Signed, sealed and delivered in the presence of:

  
Print name: John L. Murphy  
  
Print name: Maria Kestras

DECLARANT:  
THORNTON CREEK, LLC, a Florida limited liability company

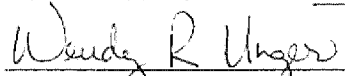
By:   
William G. Wright, Managing Member

STATE OF FLORIDA  
COUNTY OF Brevard

The instrument was acknowledged before me this 5<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2019, by William G. Wright, as Managing Member, of Thornton Creek, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed this instrument and acknowledges the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and that he has affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 5<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2019.

NOTARY PUBLIC, State of Florida

  
My Commission Expires: 04-13-22

