

# **Bylaws of Light and Life Park, Inc.**

(Revised at the Members' Meeting on February 14, 2022)

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### **ARTICLE I NAME, ADDRESS, AND PURPOSE**

- 1.1 These are the *Bylaws* of "Florida's Light and Life *Park*, Inc." (*Park*) a non-profit corporation formed under the laws of the State of Florida.
- 1.2 The *Park* office is located at 5602 Deeson Road, Lakeland, FL 33810.
- 1.3 The purpose of the *Park* is to establish and maintain a Christian retirement community of adults at least fifty-five (55) years of age to promote holy living, service to the community, and the preaching of the Word of God.

### **ARTICLE II PARLIAMENTARY PROCEDURE**

- 2.1 Robert's Rules of Order in the latest edition is the guide to parliamentary procedure for business meetings of the *Park*.
- 2.2 The quorum for a meeting of *Members* is twenty-five percent (25%) of the *Members*.
- 2.3 The President shall appoint a parliamentarian to provide procedural counsel to the President, when requested.

## **ARTICLE III MEMBERSHIP**

- 3.1 The current owners of residences at the *Park* (except for owners of units in the camping area) are defined as *Members* of the *Park* (*Members*). The spouse of such a qualified *Member* is also a *Member*.
- 3.2 To own or lease property at the *Park*, except as provided in Art. 3.4, the individual must be at least 55 years old, except on written consent of the Board, and a member of the Free Methodist Church (FMC) for the two (2) years immediately before the purchase or lease.
- 3.3 As an exception to Article 3.2, the two-year requirement of membership in the FMC may be waived, on written request to the Board of Directors of the *Park* (Board), by a purchaser who previously was an adult member of the FMC for at least five (5) years and is currently a member of the FMC.
- 3.4 At least 75% of the privately owned *Park* residences must be owned by members of the FMC. Non-Free Methodists may own *Park* property if they hold a faith similar to that of the FMC and if they agree to and sign all documents required for residency at the *Park* as stated in the *Park Rules and Regulations*.
- 3.5 Members may deed their interest in their property to a revocable living trust created by such Member so long as the deed of conveyance contains the normal restrictions required of all transfers. Despite such transfer, the Member making the transfer to trust shall continue to be deemed to be the owner and Member for the purposes of the application of all rules and regulations. Irrespective of whether park property is owned in trust, or otherwise, a Member's death shall initiate the transfer restrictions which shall remain in full force and effect.

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

- 4.1 The usual order of business at meetings of Members is:
  - (a) Roll Call (May be *via* sign-in sheets)
  - (b) Proof of notice of meeting or waiver thereof
  - (c) Reading, correction, and approval of preceding minutes
  - (d) Election voting (if an election meeting)
  - (e) Reports of officers
  - (f) Reports of committees
  - (g) Old business
  - (h) New business
  - (i) Adjournment

- (j) Announcements
  - (k) Dismissal
- 4.2 Each motion that has a budgetary impact shall have been presented in writing to the *Board* at least fourteen (14) days earlier, before it may be voted upon by Members present and entitled to vote.
- 4.3 To override a decision or reversible action of the *Board*, a  $\frac{3}{4}$  vote of the *Members* is required, after a twenty-one (21) day notice of specific intent to override is posted at Hood Hall. This override procedure is not available for emergency decisions nor for routine operations that have been budgeted.
- 4.4 Minutes of the most recent meetings of the *Members* and of the *Board*, both unapproved and approved, shall be posted at Hood Hall. A corrected copy of these Minutes for the most recent three (3) years shall be duplicated by the Secretary and kept available for inspection by *Members* in the *Park* office during business hours. Archival documents of the *Park*, including corrected Minutes, shall be kept by the *Secretary* in a locked file at the *Park* for at least seven (7) years.

## **ARTICLE V MONTHLY MEETINGS OF MEMBERS**

- 5.1 Monthly business meetings of *Members* shall be convened at 7 P.M. in *January, February, & March* on the second Monday, *except* when a January has five (5) Mondays the Business Meeting shall be on the *third Monday.*"
- 5.2 Electronic Meetings. *Members* may participate in a meeting through use of conference call, Zoom, or similar electronic communications equipment, so long as all participating Members can hear one another. Participation in an electronic meeting pursuant to this Section constitutes presence in person at the meeting.

## **ARTICLE VI SPECIAL MEETINGS OF MEMBERS**

- 6.1 A special meeting of *Members*, for a stated purpose, may be called by the *President* or *Secretary*.

## **ARTICLE VII ANNUAL MEETING**

7. The *Annual Meeting of Members* shall be held on the second Monday of March. This meeting shall be held at Hood Hall unless the *Board* determines that the meeting should be held elsewhere at the *Park*. At the *Annual Meeting*, results of the election of *Directors* shall be announced, and reports of *Park* business shall be presented and considered.

## ARTICLE VIII ELECTIONS & VOTING

- 8.1 *Directors and Standing Committees* shall be elected by paper ballot and/or by a similar electronic method at the Polling Place (Hood Hall) from 10:00 AM to 3:00 PM on the date of the March Annual Meeting; The Polling Place would be staffed by no less than eight (8) persons.

A list of eligible voters will be presented to Board President by Park Office Administrator, along with ballots in preparation for voting. Ballots will be counted the assigned tellers, and results given in writing to the President of the Board of Directors. If additional voting is required, due to a tie or lack of a majority vote, further voting will take place at the next Annual Meeting.

- 8.2 Before voting at the Polling Place, or if additional voting is deemed necessary, before the *Annual Meeting*, the *Board* shall appoint eight (8) *Members* as Tellers who shall be divided into two groups with a Head Teller designated by the *President* for each group.
- 8.3 Except for nominations to social committees, the *NC* shall seek to nominate at least two (2) candidates for each vacancy.
- 8.4 Before making *any* nomination, the *Member* desiring to do so must consult with the potential nominee to determine that the potential nominee is willing to serve if elected.
- 8.5 If *more* than the allowed number of votes is cast in a ballot by a *Member*, that *Member's* complete ballot is void and not counted by the Tellers.
- 8.6 The Tellers shall count the ballots and promptly report the full results in writing to the *President*, who shall announce all election results. Tellers are to deliver counted ballots to the *Secretary* for preservation for a 13-month archival period.

## ARTICLE IX COMMITTEES

- 9.1 At the February meeting of the Members, nominations for the *NC* shall be made from the floor and shall be elected on the date of the Annual Meeting. (see Article 8.1). They shall be elected to a three (3) year term on a rotating basis, replacing two (2) of the six (6) each year. These nominees must be members of the *FMC*. They may not serve more than seven (7) years consecutively. The two (2) candidates receiving the two (2) greatest number of votes shall be elected. They shall begin to serve immediately and shall serve until replaced. Subsequent *NC* vacancies, as certified by the *Board Secretary*, shall be filled by a majority written or electronic vote of the *Park Members*.

- 9.2 The standing Audit Committee (*AC*) shall consist of three (3) Members elected on the date of the Annual meeting to three-year staggered terms. It shall conduct or supervise an annual audit of *Park* funds and report the results at the February business meeting.
- 9.3 Finance Committee will consist of five members: Treasurer and President of the Board, and three other members chosen cooperatively by the President and Treasurer and approved by the Board. This committee will oversee the fiscal affairs of the Park, and make financial recommendations to the Board.

## **ARTICLE X (Purposely left blank)**

## **ARTICLE XI AMENDING THESE BYLAWS**

- 11.1 A standing *Bylaws Review Committee (BRC)* shall consist of six (6) *Members* elected to three-year staggered terms. It shall review the *Bylaws* of the *Park* and, after consultation with the *Board*, submit a report with recommendations, preferably at the January meeting of *Members*, for appropriate action at the following meeting of *Members*. (Per Article 44 12 of Restated and Amended Articles of Incorporation of Florida's Light and Life Camp, Inc.)

## **ARTICLE XII BOARD OF DIRECTORS**

- 12.1 The business and legal affairs of the *Park* shall be conducted, and corporate authority for the *Park* shall be exercised, by or under the authority of the *Board*, unless the *Park's* Articles of Incorporation, or these *Bylaws* require otherwise.
- 12.2 A quorum of the *Board* shall be a majority of the *Board*. If a quorum is not present at the beginning of a meeting, it may be adjourned by the vote of a majority of those present, to a specified date, at least three (3) days later, at which time those present shall constitute a quorum.
- 12.3 *Directors* shall be elected on the date of the *Annual Meeting*. Each *Director* and each *Executive Officer* shall hold office until a successor is elected, or until that *Director* or *Officer* resigns, is recalled, or is no longer a *Member*.
- 12.4 The *Board* shall consist of nine (9) *Directors* all of whom shall be *Members* of the *Park* and of the *FMC*.
- 12.5 The *Directors* shall be elected by a majority ballot vote from a slate of candidates nominated solely by the *NC*, which shall post an autobiographical sketch of each candidate two (2) weeks before the election.
- 12.6 The full term of a *Director* shall be three (3) years. No *Director* may serve more than seven (7) consecutive years. At least one (1) year

must elapse before a *Director* may be reelected after serving two consecutive full terms.

- 12.7 A vacancy on the *Board* shall exist upon (a) the death, or resignation, of any *Director*; (b) the failure of the *Members* to elect the full authorized number of *Directors* at the *Annual Meeting*; (c) an increase in the number of *Directors*; or (d) the recall of a *Director*.
- 12.8 A *Director* may be removed, without a stated cause, by a written vote of a TWO THIRDS (2/3) of all of the remaining *Directors*. A *Director* may be removed by the *Members* after a petition to do so is signed during the previous 30 days by 100 *Members* and submitted to the *Secretary*, followed by a written vote of 2/3 of *Members* voting.
- 12.9 Any *Director* may resign at any time by giving written notice to the *President*, or the *Secretary*. The resignation takes effect at the time the notice is received unless a later time is specified in the notice.
- 12.10 A midterm vacancy on the *Board* may be filled by vote of a majority of the remaining *Directors*. Each *Director* so designated shall serve until the next *Annual Meeting*.
- 12.11 The *Board* shall meet each month *in season* on at least seven (7) days' notice in person to each *Director* or by mail, email, telephone, or telegram for each meeting, on dates set by the *President*.
- 12.12 The *President* may call special meetings of the *Board* on three (3) days' notice in person to each *Director*, or by mail, email, telephone, or telegram, stating the meeting's time, place, and purposes, or by the *President* or *Secretary* on similar notice by written request of any four (4) *Directors*.
- 12.13 Waiver of notice of a meeting of the *Board* may be made, in writing, by a *Director*. Attendance by a *Director* at a *Board* meeting without specific objection by the *Director* is deemed waiver of notice.
- 12.14 A three-day notice of the time and place of each meeting of the *Board* shall be posted prominently at Hood Hall. Any *Member* may attend *Board* meetings, without voice except on invitation of the *President*. Early in each regular meeting of the *Board*, Park Residents shall be invited to speak, each on a single issue, for two minutes, extendable by the *President*. However, *Members* may not attend executive portions, *i.e.*, those for which the *President* states that confidentiality is needed.
- 12.15 The *Board* may employ a *Park Administrator* to carry out *Park* policy in the routine operation of the *Park* property and functions, with compensation to be set by the *Board*.

- 12.16 *Directors* receive no compensation for their services as *Directors*, and if retained to perform other specific services, this *Director* shall be reasonably compensated for such employment only to the extent specifically authorized in advance by a two-thirds (2/3) majority vote of all of the other *Directors*.
- 12.17 Within five (5) days after the *Annual meeting*, the *Directors* shall elect by ballot four executive officers of the *Park*. *The President, Vice-President and Secretary must be members of the board. They shall hold office for one (1) year at the pleasure of the Board, subject to removal by a majority vote of the Board without a stated cause, and replaced when necessary, at the next meeting of the Board. These officers shall constitute the Executive Committee (XC):*
- (a) *President*: chief executive officer, who presides at all meetings of the *Board* and of the *Members*, with the powers usual for a president of a non-profit Florida corporation.
- (b) *Vice President*: acts in place of the *President* when the *President* is absent or unable to act, and performs such other duties as the *Board* may specify. If the *President* and the *Vice President* are both unable to act, the *Board* shall appoint some other *Director* to act on an interim basis.
- (c) *Secretary*: records and posts corrected and approved minutes of actions passed in meetings of *Members* and of the *Board* (Executive portions may not be posted.), is custodian of the official documents of the *Park*, and sends notices and reports as specified herein and by law.
- (d) *Treasurer*: has charge of *Park* funds and securities, and keeps written accounts and records of financial transactions, and is responsible for monies and valuables and supervises the assets in depositories utilized by the *Park*. The *Treasurer* shall be bonded at *Park* expense.
- 12.18 A *Director* may hold two offices, but the *President* may not hold the office of *Secretary*.
- 12.19 Urgent issues arising in the off-season shall be dealt with by the *XC* after consultation with *Directors* available at the *Park* and with the other *Directors* if feasible. Such actions shall be reported promptly to all *Directors* and shall be reviewed by the *Board* in a meeting early in the following season.
- 12.20 The *Board* may appoint other officers or agents as it deems necessary, each of whom shall hold office for period of time, have the authority, and perform the duties in the management of the property and

business of the *Park*, as may be determined by resolution of the *Board*, consistent with these Bylaws. The *Board* may delegate to any officer or committee the power to appoint subordinate officers, subcommittees, or agents, and to specify their duties.

- 12.21 The *Board* shall establish rules, regulations, and guidelines for the use of the property and facilities at the *Park* and publish them in the *Park Rules and Regulations*.
- 12.22 The *Park* may bar any person or persons from any or all recreational facilities for improper behavior or infractions of the *Park Rules and Regulations* as determined by the *Board*.
- 12.23 No gift or grant shall be accepted if it contains conditions which would restrict or violate any of the *Park's* religious, charitable, or educational purposes nor if it would require serving a private rather than a public interest.
- 12.24 No designated gift or grant shall be accepted by the *Park* before the *Board* has agreed to the designated conditions.
- 12.25 Any proposed expenditure of funds by the Board that is not authorized by the Budget, should be referred to Finance Committee for review.

### **ARTICLE XIII RESIDENCE OWNERSHIP**

- 13.1 To transfer property an *Application to Acquire a Deed, Lease or Right to Occupy Property in Light and Life Park, Inc*, must be submitted to the *Park* Administrator who shall forward all completed applications to the *Board* or its designee, for approval or disapproval.
- 13.2 *Park* property that is transferred to an individual who is not a member of the *FMC* shall be disposed of within one (1) year in accordance with the deed or lease agreement, except as may be provided in Article 3.4.
- 13.3 All lot leases are issued for a period of twenty-five (25) years.
- 13.4 Non-payment for lot leases, operating fees, or assessments, for one year is just cause for repossession of the property.
- 13.5 All late payments shall be assessed an additional charge, as published annually.
- 13.6 Assessments and charges shall be secured by a lien against the property against which the assessment or charge is made, in favor of the *Park*, with priority status except as to any institutional first mortgage purchase lien on the property.
- 13.7 Any owner or lessee cited for a violation of a Federal, State, or Municipal law, the violation of which may be deemed as detrimental to

the health, safety or welfare of any resident, employee, or agent of the *Park*, or is cited for a violation of any *Park rule or regulation*, shall be issued a notice to correct said violation within thirty (30) days of the date of the issuance of the notice. If the owner or lessee fails to correct the violation within thirty (30) days of the issuance of the notice, the *Board* may terminate the property rights of the owner or lessee in the premises. If the property is owned, the *Board* may initiate action to require the sale of the property. If the property is leased, the *Board* may initiate action to terminate the lease immediately.

- 13.8 Unless otherwise permitted by the *Board*, all property owned or leased at the *Park* shall be occupied by the owner or lessee at least thirty (30) days per year.
- 13.9 Using the property for any purpose other than as a personal residence, unless otherwise permitted by the *Board*, shall result in the termination of *Membership* in the *Park*.
- 13.10 No construction, external alteration, addition, or remodeling of any building may be started before obtaining written approval from the *Park Administrator*.
- 13.11 No permanent placement or relocation of any residential unit is allowed before obtaining written approval from the *Park Administrator*.
- 13.12 All new construction shall conform to applicable governmental *Building Code*. All plans for construction shall be filed in the *Park* office at the time of initial request for approval.
- 13.13 Approval may be denied if in the opinion of the *Park Administrator* the requested changes are substandard or will not be in keeping with the nature of the existing *Park*. An owner may appeal the *Park Administrator's* denial by submitting a written notice of appeal to the *Board*, or to a subcommittee of the *Board* which has been established for the purpose of hearing such appeals, within fourteen (14) days of receipt of the *Park Administrator's* denial. Actions taken by the *Board*, or its duly appointed subcommittee, shall be binding. The *Board* may promulgate rules and regulations concerning the nature of improvements and the placement or relocation of any residential unit.

#### **ARTICLE XIV INDEMNIFICATIONS AND ARBITRATION**

- 14.1 The *Park* may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action by or in the right of the *Park*) by reason of the fact that the person is or was a *Director*, officer, employee, or agent of the *Park*, against expenses, including reasonable

and customary attorneys' fees, judgments, fines, and amounts paid in settlement reasonably incurred by him in connection with the action, suit, or proceeding; and provided that the person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the *Park* and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the *Park* and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

- 14.2 Any indemnification made under this Article, may be made by the *Park* only as authorized in the specific case on a determination that indemnification of a *Director*, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct given in Article 14.1. The determination shall be made (a) by a majority vote of the *Directors* who were not and are not parties to or threatened with the action, suit, or proceeding; (b) by independent legal counsel in a written opinion, if the described quorum is not obtainable or if a majority vote of a quorum of disinterested *Directors* so directs; or (c) by a majority vote of the *Members* of the *Park*.
- 14.3 Expenses of each person seeking indemnification under this Article may be paid by the *Park* as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the *Board* in the specific case, on receipt of an undertaking by or on behalf of a *Director*, officer, employee, or agent to repay the amount, even if it is ultimately determined that he or she is not qualified to be indemnified by the *Park*.
- 14.4 The indemnification provided by this Article shall be deemed to be discretionary unless otherwise required as a matter of law or under any agreement or provided by insurance purchased by the *Park*, both as to action of each person seeking indemnification under this Article in that person's official capacity and as to action in another capacity while holding that office, and may continue as to a person who has ceased to be a *Director*, officer, employee, or agent and may inure to the benefit of the heirs, executors, and administrators of that person.
- 14.5 The *Park* may purchase and maintain insurance on behalf of any person who is or was a pastor, deacon, *Director*, officer, employee, or agent of the *Park* against any liability asserted against him and incurred by him in that capacity, or arising out of his status in that capacity, whether or not the *Park* would have the power to indemnify him against liability under the provisions of this Article.

- 14.6 Believing that lawsuits between believers are contrary to Scripture, all *Members* shall agree to submit to binding arbitration any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 14.7 In the event of any dispute, claim, question, disagreement arising out of or relating to these *Bylaws* or any other *Park* matter, the parties shall use their best efforts to settle such disputes, claims, questions, or disagreement as befits Christians. Accordingly, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests not to disgrace the name of Christ, seek to reach a just solution. If they do not reach such solution within sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be finally settled by arbitration as described in Article 14.6 and such *Procedures for Arbitration* as are adopted by the *Board*, when needed.

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