DRAFT · FOR RESIDENT REVIEW AND COMMENT

Bylaws

The Landing at Dickinson Farms Owners Association

This is a draft. It has not been adopted by the Board or the Members and may change based on resident feedback. To comment, email dickinsonfarmshoaboard@gmail.com or visit dickinsonfarms.community/documents.html.

Article I — Purpose and How This Fits With the Recorded Covenants

1.1 Purpose

These Bylaws govern the internal operation of the Landing at Dickinson Farms Owners Association — its Board, officers, meetings, records, and procedures. They sit on top of the recorded covenants and do not change anything the covenants already say.

1.2 Relationship to the Recorded Covenants

The Association is subject to the recorded covenants for each phase of the Subdivision (Phase 1, Phase 1A/Villas, Phase 2, and any future phase), each a separate legal document with its own amendment process. These Bylaws do not amend, replace, or override any recorded covenant. If a provision of these Bylaws ever conflicts with a recorded covenant, the covenant controls.

1.3 Relationship to the Villa Association

The Villa Association is a separate, subordinate association whose members are also Members of this Association. Actions taken by this Association's Board and Members apply to Villa Association members in the same way they apply to any other Member; the Villa Association's own decisions do not bind this Association.

Article II — Membership

2.1 Who Is a Member

Every person or entity that owns a Lot in the Subdivision — in Phase 1, Phase 1A/Villas, Phase 2, or any future phase — is a Member of the Association. Membership follows Lot ownership automatically; it isn't applied for and can't be given up while owning a Lot.

2.2 Villa Owners

Owners of a Lot in Phase 1A/the Villas are full Members of this Association, with the same voting rights and the same obligations (including Assessments) as any other Member. Their membership in the separate Villa Association is an additional arrangement and does not reduce or replace their rights or obligations here.

2.3 One Membership Per Lot

A Lot with more than one Owner (co-owners, a married couple, etc.) is a single Membership. Those Owners share the Lot's vote and must designate how it is cast.

Article III — Board of Directors

3.1 Composition

The Board of Directors consists of five to six members: the President, Vice President, Secretary, and Treasurer (whose individual duties are set out in Article IV), plus one Member at Large. A second Member at Large seat may also be filled at the Board's discretion. If the second Member at Large seat is not filled, the Board operates normally as a five-member Board. All Board members must be Owners in good standing.

3.2 Term of Office

Each Board member serves a term of three (3) years.

3.3 Staggered Terms

To prevent the entire Board from turning over in a single election, Board seats are divided into three groups, elected in different years:

- **Group 1** — Vice President and Secretary
- **Group 2** — President and the first Member at Large seat
- **Group 3** — Treasurer and the second Member at Large seat (if filled)

At the first election held under these Bylaws, Group 1 will serve an initial term of one (1) year, Group 2 an initial term of two (2) years, and Group 3 an initial term of three (3) years. After each of these initial terms ends, all future terms for that seat follow the standard three-year term described in Section 3.2. As a result, only one group of seats comes up for election in any given year, and the full Board is never replaced at once.

3.4 Term Limits

A Board member may serve up to two consecutive three-year terms (six years total) if reelected. After serving two consecutive terms, that person is not eligible to serve on the Board again until at least one full term (three years) has passed since their last term ended.

This limit applies to the person, not the seat. A Board member who reaches the six-year limit in one position may not immediately move into a different Board seat to avoid the sit-out period.

The following do not count toward the two-term limit:

(a) A partial term served after being appointed to fill a vacancy under Section 3.5; and

(b) The shortened initial terms created by the staggering described in Section 3.3.

3.5 Vacancies

A Board seat is not required to be filled. The Board is not authorized to compel any Owner to serve, and a vacant seat does not prevent the Board from operating. If a seat remains vacant, the responsibilities of that position are shared among the remaining Board members, as the Board determines, except as specifically assigned in Article IV (for example, the Vice President's assumption of presiding and signing duties during a vacancy in the office of President).

If an Owner volunteers to fill a vacant seat, the remaining Board members may approve that person by majority vote to serve the remainder of the unexpired term. Per Section 3.4(a), this partial term does not count toward that person's two-term limit. An Owner who fills a vacancy this way has no special standing at the next election and may run for a full term like any other candidate.

3.6 Removal

Removal by the Members. A Board member — whether an elected officer or a Member at Large — may be removed, with or without cause, by a vote of at least seventy-five percent (75%) of the Members, provided the Board member receives at least ten (10) days' written notice and an opportunity to be heard before the vote is taken.

Removal by the Board. Separately, the Board may remove one of its own members by majority vote of the remaining Board members for either of the following:

(a) three consecutive Board meetings missed without an excuse accepted by the Board; or

(b) being more than one (1) month delinquent on that member's own Association assessment.

Article IV — Officers

Each of the officer seats described below (President, Vice President, Secretary, and Treasurer) is directly elected by the Members as its own named seat, with its own staggered term, as set out in Article III. This is different from many HOAs, where Members elect a general slate of trustees who then divide up officer titles among themselves each year — Dickinson Farms Members vote for each officer position by name.

4.1 President

The President presides at all meetings of the Board and of the Members, signs contracts and other official documents on the Association's behalf, and is responsible for the general oversight of the Association's affairs between Board meetings. The President performs such other duties as the Board assigns.

4.2 Vice President

The Vice President assumes the President's duties — including presiding at meetings and the signing authority described in Section 4.5 — whenever the President is absent, unable to serve, or the office is vacant. The Vice President performs such other duties as the Board assigns.

4.3 Secretary

The Secretary keeps the minutes of all Board and membership meetings, gives notice of meetings as required by these Bylaws, and maintains the Association's official books and records. The Secretary performs such other duties as the Board assigns, including the signing authority described in Section 4.5 when needed.

4.4 Treasurer

The Treasurer has general oversight of the Association's finances, including its accounts, bills, and insurance policies, and is responsible for preparing the Association's annual budget for the Board's review. The Treasurer maintains accurate financial records and, upon leaving office, transfers all financial records and Association property in the Treasurer's possession to their successor.

4.5 Signing Authority

Checks and other financial instruments drawn on the Association's accounts require two signatures: the Treasurer's, and one additional officer's. That additional signature is the President's. If the President is unable to sign, the Vice President signs. If neither the President nor the Vice President is able to sign, the Secretary signs.

4.6 Members at Large

Members at Large hold full voting seats on the Board but are not assigned a fixed office. Their duties are set by the Board as needed, and typically include overseeing committees, coordinating events, and assisting with communication to Members.

Article V — Meetings

5.1 Annual Meeting

The Association holds an annual meeting of the Members once each calendar year, at a date, time, and place set by the Board.

5.2 Special Meetings

A special meeting of the Members may be called by the President, by a majority of the Board, or by a written petition of Members holding at least twenty-five percent (25%) of the total vote.

5.3 Notice of Meetings

Notice of an annual or special meeting is given not less than ten (10) days nor more than sixty (60) days before the meeting, delivered as set out in Section 8.4.

5.4 Quorum

A quorum is required only when a vote of the Members on an Association matter is to be taken at a meeting. A meeting held only for discussion, updates, or other business that does not involve a Member vote does not require a quorum.

Where a vote is to be taken, a quorum is twenty percent (20%) of the total vote, present in person, by proxy, or, for an election under Section 5.9, by absentee ballot. If a quorum is not present when the vote is called, the vote is postponed and taken up at a reconvened meeting held not less than five (5) nor more than thirty (30) days later, without the need for further notice beyond announcing the new date at the meeting.

This Section does not apply to a vote on an Annual Assessment increase above eight percent (8%) under Section 4.3.2, or a Special Assessment for capital improvements under Section 4.4, of the recorded covenants applicable to a given phase. Those votes follow the notice and written-consent procedure set out in Section 4.5 of the applicable phase's covenants instead, described further in Article VII.

5.5 Voting

Voting power for each Lot follows the Class A and Class B membership structure established in the recorded covenants applicable to that Lot's phase. These Bylaws do not alter voting power — only how a vote at a meeting is conducted. Unless a higher threshold is required elsewhere in these Bylaws or in an applicable recorded covenant, a matter before the Members is decided by a majority of the votes cast at a meeting where a quorum is present.

5.6 Proxies

A Member may vote in person or by written proxy given to another Member. A proxy is valid for the meeting stated in it, or for up to one year if no meeting is stated, and may be revoked by the Member at any time before it is exercised.

5.7 Minutes

The Secretary keeps minutes of every Board and membership meeting, recording the date, those present, the matters voted on, and the outcome of each vote, per Sections 4.3 and 8.1.

5.8 Remote Participation

The Board may permit Members to participate in a meeting by telephone, video conference, or other remote means, in addition to or instead of in-person attendance, at the Board's discretion.

5.9 Absentee Ballots for Board Elections

For any meeting at which Members will elect one or more Board members, a Member entitled to vote may cast a written absentee ballot instead of voting in person or by proxy. The Secretary includes an absentee ballot listing each candidate for each seat to be filled with the notice of the meeting required under Section 5.3, together with instructions for returning it. A completed absentee ballot must be signed by the Member and received by the Secretary before the meeting begins to be counted; a ballot received after the meeting begins is not counted. An absentee ballot counts toward quorum under Section 5.4 and toward the outcome of the election in the same way as a vote cast in person, and a Member who submits one may not also be represented by proxy for the same election.

Article VI — Committees

6.1 Board Discretion

The Board may create, define the authority of, and dissolve any committee by resolution. A committee serves at the Board's discretion and may be given authority to act on the Board's behalf within limits the Board sets. These Bylaws do not name or require any specific committee.

6.2 Member Proposals

Any Member may propose that the Board create a committee, describing its purpose and proposed scope. The Board considers the proposal and decides, in its discretion, whether to create the committee and, if so, its authority and membership.

Article VII — Financial Procedures

7.1 Annual Budget

The Treasurer prepares a proposed annual budget for the Board's review, covering the Association's expected income and expenses for the coming year — including Common Area maintenance, insurance, committee activities, events, and other operating expenses, along with any planned reserve contribution. The Board reviews and adopts the budget.

7.2 Assessment Billing and Collection

Assessments are billed and collected as set by the Board under the applicable phase's covenants. This Article does not change any assessment amount, due date, late fee, interest rate, or lien right established by those covenants.

7.3 Voluntary Contributions

A Member may voluntarily contribute funds to the Association beyond their required Assessment — for example, to help fund a specific committee, event, or project. A voluntary contribution does not reduce or otherwise affect that Member's own Assessment obligation. If a Member specifies a purpose for a contribution, the Board uses it for that purpose.

7.4 Reserve Fund

The Board may establish and maintain a reserve fund for future major repair or replacement of Common Area improvements, funded through the annual budget. The reserve fund is held separately from operating funds and is reported to Members as part of the annual budget.

7.5 Votes on Assessment Increases and Special Assessments

An Annual Assessment increase above eight percent (8%), or a Special Assessment for capital improvements, follows the notice-and-written-consent procedure in Section 4.5 of the applicable phase's covenants, not the general quorum rule in Section 5.4.

Article VIII — Records and Communication

8.1 Official Records

The Association's official records consist of: the recorded governing documents for each phase of the Subdivision (Phase 1, Phase 1A/Villas, Phase 2, and any future phase); these Bylaws and any amendments to them; the Association's Articles of Incorporation; the minutes of all Board and membership meetings; a current list of Owners; the Association's financial records; and official Association correspondence. The Secretary maintains these records under Section 4.3, except for financial records, which the Treasurer maintains under Section 4.4.

8.2 Availability to Members

A Member may inspect the Association's official records upon reasonable written request to the Board, with at least ten (10) days' notice. The Board may satisfy this requirement in part by posting current copies of the governing documents and these Bylaws on the Association's website.

8.3 Documents at Closing

Before a Lot is conveyed to a new Owner, the Board makes the current governing documents for the applicable phase and these Bylaws available to the prospective purchaser upon request, whether the request comes from a current Owner, the prospective purchaser, or a title company acting on their behalf.

8.4 Official Notice

Notice for a hearing under Article IX, a final assessment determination, or an annual or special meeting of the Members is delivered by personal delivery, by certified mail with return receipt requested, or by regular mail to the Lot address, together with email to the Member's email address if one has been provided to the Association.

All other notices required under these Bylaws may be delivered by email to the Member's email address if one has been provided to the Association, or by personal delivery, with mail delivery preferred whenever practical.

Article IX — Enforcement of Community Rules

9.1 Purpose

This Article establishes the process the Board follows to enforce the recorded covenants, these Bylaws, and any rules adopted by the Board, in addition to any other remedy available under Section 7.42 of the applicable phase's covenants.

9.2 First Violation — Warning Only

A Member's first violation of a given covenant, Bylaw, or rule provision results in a written warning: a description of the violation and, if it can be corrected, a reasonable date by which to correct it. No enforcement assessment is imposed for a first violation.

9.3 Subsequent Violations — Notice to Cure

For a second or later violation of the same provision, before any enforcement assessment is imposed, the Board sends the Member written notice describing the violation and stating that an enforcement assessment of up to $75 will be imposed unless the violation is corrected by a reasonable date stated in the notice. If the Member corrects the violation by that date, no assessment is imposed.

9.4 Right to a Hearing

The notice under Section 9.3 also states the Member's right to request a hearing to contest the violation, and how to request one. The Member has ten (10) days after receiving the notice to make that request. If the violation is not corrected by the date in the notice and no hearing is requested within the ten days, the Board may impose the assessment.

9.5 Hearing

If a hearing is requested, the Board gives at least seven (7) days' notice of the hearing and does not impose the assessment before it is held. The hearing is conducted by the Board, or by a committee the Board designates under Article VI, in executive session, with the outcome recorded in the minutes.

9.6 Decision and Notice

Within thirty (30) days after the hearing (or after the Member's window to cure or request a hearing expires, whichever applies), the Board delivers written notice of the assessment, if any, per Section 8.4.

9.7 Damage Charges

Separately from Sections 9.2–9.6, if a Member causes damage to Common Area or other Association property, the Board sends the Member written notice describing the damage and the estimated cost to repair it. The Member may propose to repair the damage personally, but only with the Board's prior written approval of the repair plan, and the completed repair must meet the standard the Board sets. If the Member does not obtain that approval, does not complete an approved repair to the Board's standard, or does not propose a repair, the Board may have the damage repaired and charge the Member the actual, documented cost. This charge is not capped at $75, and the Member retains the right to a hearing under Sections 9.4–9.6 to contest whether the damage occurred or whether the Member caused it.

9.8 Collection

An unpaid enforcement assessment or damage charge is billed and collected in the same manner as other Assessments under Article VII.

9.9 No Forfeiture

Consistent with Section 7.42 of the applicable phase's covenants, enforcement under this Article never results in forfeiture of title to a Lot.

Article X — Amending These Bylaws

10.1 Who May Propose

An amendment to these Bylaws may be proposed by the Board, or by the Members through a petition meeting the requirements of Section 5.2.

10.2 Considering an Amendment

A proposed amendment is voted on by the Members at a meeting called for that purpose under Article V. The Board may call a Special Meeting to consider a proposed amendment at its discretion.

10.3 Vote Required

An amendment requires the affirmative vote of a majority of the votes cast, with a quorum present under Section 5.4.

10.4 Notice

The text of a proposed amendment must be included with the notice of the meeting at which it will be voted on, delivered as required by Section 8.4.

10.5 Effective Date

An adopted amendment takes effect immediately upon the vote, unless the amendment itself states a different effective date.

Article XI — Amending a Phase's Recorded Covenants

This Article is separate from Article X. Article X governs amending these Bylaws. This Article instead sets the Association's internal process for proposing and pursuing an amendment to the recorded covenants of a specific phase (Phase 1, Phase 1A/Villas, Phase 2, or any future phase) — a different document with its own amendment threshold and its own recording requirement.

11.1 Purpose and Scope

Each phase's recorded covenants set their own requirements for amending that phase's covenants, including the percentage of that phase's Owners who must sign the amendment (currently seventy-five percent (75%) for each existing phase). This Article does not create, lower, or otherwise change that threshold. It sets out the process the Association follows to get from a proposed idea to a properly executed, recordable amendment — so that the process is predictable, keeps the Board involved before any signatures are collected, and gives every Owner in the affected phase a chance to be heard on the actual proposed text before being asked to sign anything.

11.2 Petition to Begin

An Owner or group of Owners within the affected phase, together holding at least ten percent (10%) of that phase's total vote, may petition the Board in writing to consider a proposed amendment to that phase's recorded covenants. The petition must describe the proposed change in reasonably specific terms. The Board may also initiate this process on its own, without a petition.

11.3 Board Review and Drafting

Within sixty (60) days of receiving a petition meeting Section 11.2, the Board arranges for legal counsel to draft or review formal amendment language addressing the proposed change. The Board is not required to adopt the exact wording proposed by the petitioners, but the legally reviewed draft must address the substance of what was petitioned for.

11.4 Required Discussion Meeting

Before any signature collection begins, the Board holds a meeting of the Owners of the affected phase to present the proposed amendment language, answer questions, and hear concerns and objections. Notice of this meeting follows the timing in Section 5.3 and is delivered per Section 8.4. This meeting is for discussion only; no vote on the amendment is taken at it. Based on the discussion, the Board may revise the proposed language before issuing it under Section 11.5.

11.5 Official Amendment Document

After the discussion meeting, the Board (or a Board-appointed committee) issues a final, legally reviewed amendment instrument in recordable form, including a signature block and notarial acknowledgment for each Owner (the "Official Amendment Document"). Only a signature on the Official Amendment Document, in the form issued by the Board, counts toward the phase's covenant amendment threshold. A signature gathered on any other version of the text, or gathered before the Board issues the Official Amendment Document, does not count and may not be submitted for recording.

11.6 Collecting Signatures

The Board, or a Board-appointed committee, administers signature collection and keeps custody of the Official Amendment Document as signatures come in. The Board may authorize individual Owners to help circulate and collect signatures.

11.7 Collection Period, Verification, and Recording

Signature collection on a given Official Amendment Document remains open for six (6) months from the date the Board issues it. If, within that period, signatures meeting the phase's required threshold are collected, the Board, with counsel, verifies the signatures and notarial acknowledgments and proceeds to record the amendment. If the threshold is not met within the six-month period, the drive expires.

11.8 Cooling-Off Period

If a signature drive expires under Section 11.7 without reaching the required threshold, a new petition under Section 11.2 proposing the same or a substantially similar amendment may not be submitted for twelve (12) months after the drive expires. This does not limit a petition proposing a materially different amendment.