

**THE BYLAWS  
OF  
FALLEN TIMBERS FAMILY RECREATION CLUB Inc.  
Adopted: August 2018**

**ARTICLE I: NAME**

This non-profit organization is incorporated under the laws of the State of Ohio as Fallen Timbers Family Recreation Club Inc. (hereinafter“Club” or “FTFRC”).

**ARTICLE II: PURPOSE**

The purpose for which this Club is formed is to provide recreational opportunities for the exclusive use of owners and their guests.

**ARTICLE III: OWNERSHIP**

**Section 1 Ownership**

The owners shall be all of those persons who are stockholders in good standing and their family unit in good standing. Family Unit is defined as all persons living in the same household to which the stock has been assigned and owner’s children, under the age of 25 who are not married, regardless of where they reside. (Super Seniors no longer exist).

**Section 2 – Ownership Limit**

Ownership in this Club shall be limited to 350 voting Owners as defined by our Special Use Permit with the City of Waterville. The board of trustees shall by a majority vote be able to sell up to 10 new stocks at an average price of the last 10 stocks sold by a majority vote annually. This section will be voted on at the annual meeting if the last 10 stocks approved by the ownership have been sold.

**Section 3 – Voting Ownerships**

Each ownership shall be entitled to one (1) vote in the government of the Club.

**Section 4 – Selection of Owners**

**Application Procedure**

Anyone wishing to join FTFRC must complete an ownership application available from the Director of Ownership. The application and all annual dues and applicable assessments must be returned to the Director of Ownership for processing.

- A. Board of Trustees Voting Procedures -The Board of Trustees shall vote on each applicant after receiving the recommendation of the Director of Ownership, at the meeting at which

recommendation is given. Ownership shall be conferred upon those applicants who shall be approved by a majority of the members of the Board of Trustees

**B. Privileges of Applicants** - Full access to facilities shall commence on the day in which the applicant is approved. Notification of such shall be made by the Director of Ownership.

### **Section 5 – Record of Ownership**

The Director of Ownership shall keep an ownership book containing the name and address of each owner of the Club and the date of admission to ownership, as well as the date of termination or transfer of such ownership for whatever reason.

### **Section 6 – Transfer of Ownership**

Any voting ownership in the Club may be transferred by gift or sale to any persons or person having the required qualifications of ownership and approved in the manner provided in Section 4. The Board shall have the first option of purchase of the stock. Purchase price shall be determined by the average price of the last five (5) stocks sold.

### **Section 7 – Pro-Rating Dues**

Any owner selling/transferring stock ownership by gift or sale shall be responsible for any due and owing Club fees and charges including dues. Upon sale/transfer of the stock (i.e.: approval by the Board) the original owner shall be refunded any prorated portion of the dues. Dues shall be prorated based on the number of days the pool is scheduled to be open. Each owner will be responsible for the days he/she was an owner of FTFRC. Additional ACH fees apply if applicable.

### **Section 8 – Resignation**

Any owner of this club may withdraw at any time subject to the provisions contained in these Bylaws. Upon, withdrawal, the Member may transfer by gift or by sale his voting ownership, consistent with the provisions of Section 7 but shall not be entitled to a refund of any portion of the current year's dues, unless approved by a majority vote of the Board of Trustees.

### **Section 9 - Code of Conduct:**

All owners shall be required to adhere to the Club Rules and Regulations.

### **Section 10 – Disciplinary Action -Owners**

Any Member may, for just cause, be suspended or ownership revoked by a unanimous vote of the Board of Trustees. The length of the suspension and/or restitution shall be determined by the Board of Trustees.

## **ARTICLE IV: FISCAL YEAR**

The fiscal year of the Club shall begin January 1 each year and shall end December 31.

## **ARTICLE V: MEETINGS**

### **Section 1 – Annual Owners Meeting**

The Annual Meeting of the Club shall be in August in and at such place and time as the Board of Trustees may determine.

The annual meeting shall be held for the purpose of election of officers and trustees, the presentation and consideration of committee reports and the transaction of such other business as may be indicated in the notice of the meeting in Article V Section 3 or which may be brought before the owners.

### **Section 2 – Special Meetings**

Special meetings of the Club may be called by any of the following:

- 1) The President of the Board of Trustees
- 2) The Trustees by action at a meeting, or a majority of the Trustees acting without a meeting
- 3) 10% of voting owners.

### **Section 3 – Notice of Meetings**

Written notice stating the time and place of all annual and special meetings shall be served to each voting owner either by personal delivery, mail, or email and posted on the website not less than 10 nor more than 60 days before the date of the meeting by the President or Secretary of the Club. If such notice is mailed, it shall be addressed to the owner at his/her address as it appears on the records of the Club. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

### **Section 4 – Voting Rights of Owners**

Voting Owners whose dues are fully paid, or who have arranged for and are current with payment plans in writing with the Treasurer, shall be entitled to one vote on each matter properly submitted to the Owners for their vote, consent, waiver, release, or other action. Voting Ownerships shall be entitled to vote either in person or by proxy. Any owner who certifies their inability to attend the voting meeting may vote by proxy. All proxy votes shall be in writing and shall be signed by the owner giving the proxy. The form to designate a proxy shall be general in nature, but shall indicate on its face the specific issues for which the proxy is granted. The owner designated as proxy shall be entitled to vote for the absent owner once the proxy form has been completed.

### **Section 5 – Quorum**

If notice of the meeting was given consistent with Article V, Section 3, then at least 10% of the voting owners shall be present to constitute a quorum for such meeting.

If notice of the meeting was not given consistent with Article V, Section 3, then at least 25% of the total number of current active voting owners shall be present to constitute a quorum for such meeting.

The affirmative vote of a majority of voting owners so represented at such meeting shall be required for the authorization or taking of any action voted upon, unless a greater number or fraction or percentage of the whole is required by law or by the Bylaws of the Club.

## **Article VI – Government**

The Club shall be managed by a Board of Trustees; five (5) in number: the President, the Vice President, the Secretary, the Treasurer and the Director of Ownership.

## **Article VII – Trustees**

### **Section 1 – Election of Trustees**

At each annual meeting of the Club that shall occur, Trustees shall be elected from the voting owners for a two-year term. The position of President, Secretary, and Director of Ownership shall be elected on the odd years with Treasurer and Vice President elected in the even years.

### **Section 2 – Removal from Office**

A Trustee may be removed from office for good cause by a 75% vote of the voting owners of the Club attending a meeting duly called for this purpose. Any trustee who shall cease to hold ownership in the Club or fails in any 12-month period to attend two thirds of the Board of Trustees' meetings as to which proper notice was given for such meeting, shall cease to be a member of the Board of Trustees.

### **Section 3 – Vacancies**

If any Trustee dies, resigns or is removed from office, the remaining Trustees shall fill such vacancy for the balance of the unexpired term by a vote of the majority of their number within 60 days of the vacancy. In the event of a tie the Operations Chairperson shall cast the deciding vote.

## **Article VIII – Board of Trustees**

### **Section 1 – Authority of Board of Trustees**

Trustees are vested with all the power and authority necessary to carry out the purpose of this Club; however, the Board of Trustees may delegate such authority as is necessary to the standing committees and other committees to exercise all power and duties of the Board of Trustees to carryout the express purposes of the Club. A quorum shall be three (3) trustees. Each trustee shall have only one (1) vote per position.

## **Section 2 – Necessary Meetings**

The Board of Trustees shall meet at least once a month during the months of January, February, March, April, May, June, July, August, September and October.

## **Section 3 – Bank Procedure**

The Board of Trustees shall designate the bank or banks in which funds of the Club shall be deposited and determine the manner in which checks, drafts, and other instruments for payment of funds at the Club shall be executed. However, the Board of Trustees shall always require that the Treasurer sign all checks, drafts, or other instruments for the payment of money drawn in the name of the Club. Checks over \$1,000 will require two board member signatures. If the Treasurer is unable to provide signature then two of the other trustees must sign/endorse the Club check. The Treasurer shall be bonded at the expense of the Club for the protection of the Club.

## **Section 4 – Annual Financial Review**

The Board of Trustees shall have the books of the Club reviewed annually after the close of the fiscal year by a Certified Public Accountant selected by the Trustees, who shall neither be a Trustee, nor Chairperson of the Club. Monthly financial statements will be available to owners upon request.

## **Section 5 – Credit Authority**

Nothing in this these Bylaws shall be construed to permit the Board of Trustees to borrow or pledge the credit of the Club without specific approval of the ownership at a duly held meeting.

## **Section 6 – Review of Decisions of the Board of Trustees**

All decisions and actions of the Board of Trustees are subject to review of the ownership and may be modified or rescinded by a majority vote. Meetings called for such a purpose shall be governed by the rules of Article V.

## **Section 7 – Indemnification**

The Club shall indemnify each person, who is or was a Trustee, ex officio Trustee or officer of the Club, against any and all liability and reasonable expense that may be incurred in connection with or resulting from any threatened, pending, or completed action, claim, suit or proceeding whether civil, criminal, administrative or investigative, in which he may become involved by reason of his being or having been a Trustee, ex officio Trustee, or officer of the Club, or by reason of any past or future action, taken or not taken in his capacity as such Trustee, ex officio Trustee or officer, whether or not he continues to be such at the time such liability or expense is incurred, provided that such Trustee, ex officio Trustee, or officer acted in good faith, in what he reasonably believed to be in the best interests of the Club, and provided further, that he had no reasonable cause to believe that his conduct was in violation of any criminal statute, ordinance or otherwise unlawful. As set forth in this article, the terms “liability” and “expense” shall include, but not be limited to, counsel fees, proper expenses and disbursements, and amounts of judgments, fines, or penalties, court costs, amounts paid in settlement by such Trustee, ex

officio Trustee, or officer of the Club. In the event that a question arises as to whether or not such Trustee, ex officio Trustee, or officer of the Club has met the standard of conduct here in above set forth in this article, such question shall be determined conclusively by a majority vote of a quorum of the Board of Trustees consisting of trustees not involved in such claim, action suit or proceeding. The Club shall indemnify said Trustee, ex officio Trustee, or officer of the Club, in case any such threatened or pending action, claim, suit, or proceeding is terminated or reduced to judgment or settled by agreement of the parties thereto, such indemnification to include counsel fees, court costs, and other expenses reasonably incurred by him in any amount paid in settlement, upon approval of said settlement by a majority vote of a quorum of the Board of Trustees consisting of trustees, ex officio Trustees, or officers, shall apply with equal force and effect to the executor, administrator, and estate of any deceased Trustee, ex officio Trustee, or officer. The indemnity herein provided and to be provided by the Club to the Trustees, ex officio Trustees, or officers shall apply with equal force and effect to each person who is or was serving, at the request of the Club as a Trustee, Director, or officer of another Club, non-profit or for profit, partnership, joint venture, trust, or other enterprise. The Club may purchase and maintain insurance: 1) To indemnify Trustees, ex officio Trustees, and officers under the provisions of this article, 2) To indemnify Trustees, ex officio Trustees, and officers in instances in which they may be indemnified by the Club under the provisions of this Article.

## **Article IX – Standing Committees**

### **Section 1 – Membership of Standing Committees**

Each standing committee; as outlined above, shall be headed by a Chairperson. This Chairperson shall agree to serve a one (1) year term (September through August). The chairpersons are responsible for recruiting volunteers to help with the completion of their committee responsibilities including providing reports, budget numbers and additional information as requested by the board.

### **Section 2 – Standing Committees**

The Standing Committees, eight (8) in number, shall be: pool, grounds, swim team, social, operations, work hours, tennis and communication. The duties and powers of each standing committee shall be as follows:

- A. The Pool Committee** is responsible for the opening, closing and off-season planning and implementation of improvements and repairs to the pool including the pool structure, filters, pumps, chemical systems, pool heater and plumbing related to the pool. Once the pool is open and fully operational, the Pool Manager shall maintain the day to day operations of the pool while in season. The Pool Committee should be contacted and engaged during the season in the case of equipment failure or needed repairs or replacement of any of the above.
- B. The Grounds Committee** shall attend to improvement, supervision and maintenance other than the pool, including the clubhouse, bathhouse, parking lot, tennis courts, playground area, landscaping, etc.

- C. **The Swim Team Committee** shall be responsible for maintaining league membership and maintaining all requirements necessary for the swim team operation. They shall also be responsible for hiring swim team coaches.
- D. **The Social Committee** shall be responsible for the coordination of all events other than swim team functions, through the recruitment of volunteers. These events shall include, but are not limited to tennis activities, social gatherings, and youth activities.
- E. **The Operations Committee** shall work in tandem with the Pool Manager to exercise supervision over pool personnel, concession stand and clubhouse. The Board shall be responsible for defining a job description for the Operations Manager, Pool Manager, life guards and any other Club employment positions.
- F. **The Work Hours Committee** shall be responsible for keeping track of all completed work hours of owners, organizing calling committees and notifying the Treasurer of owners who have not completed work hours for subsequent billing.
- G. **The Tennis Committee** shall be responsible for any and all activities that pertain to tennis such as leagues, tournaments, mixers, lessons, sign-up sheets, rules of play, and U.S.T.A. liaison.
- H. **The Communication Committee** is responsible for maintaining the Club website, ftfr.com. The Webmaster is also responsible for maintaining and updating the database of emails (in tandem with the Club Secretary) used for communication of email newsletters and updates on a regular basis.

## **Article X – Officers of the Club**

### **Section 1 – Duties of the Officers**

**The President** shall preside at the meetings of the Club and the Board of Trustees and shall be Chairman of the Board of Trustees. He/She will be an administrator of the Club. He/She shall appoint, subject to the advice and consent of the Trustees, all special committees as may be directed. He/She shall be, ex officio, a member of all committees.

**The Vice-President**, in the absence or disability of the President, shall act in his stead. He/She shall, under the direction of the President, attend to the business and financial operations of the Club. He/She shall be, ex officio, a member of all committees. He/She shall be responsible for an annual review of all Insurance policies maintained by the Club. This individual shall be responsible for the recruitment of personnel to fill the standing committee positions. This individual shall be responsible for the collections of delinquent owner accounts for the Club.

**The Secretary** shall keep all books and records of the Club, including corporate minutes. He/She shall keep the minutes of all meetings of the general ownership and the Board of Trustees, and such other committee meetings as directed by the President. He/She shall send out the notices of the meetings of the Club and of the Board of Trustees and may attend to the correspondence pertaining to his/her office as may be asked of him/her by the Board of Trustees. He/she shall also maintain the ownership listing. He/she shall work with the Webmaster to maintain/update owner email addresses and develop Club communication materials.

**The Treasurer** shall attend to the keeping of the accounts of the Club, collecting its revenues and paying its bills as approved by the Board of Trustees. He/She shall deposit funds of the Club received by him in the name of the Club in such depository as may be authorized by the Board. He/She shall perform such other duties pertaining to his/her office as may be asked of him/her by the Board.

**The Director of Ownership** shall be responsible for all applications, sale of shares of stock, record keeping of certificates, ownership database and the proper procedures for transferring the stock certificate.

## **ARTICLE XI FEES AND DUES**

### **Section 1 – Initiation Fees**

The initial fee for ownership in the Club shall be determined by the Board of Trustees annually.

### **Section 2 – Club Dues and Fees**

**A.** The Board of Trustees shall establish dues on or before November 1 each year. Such dues shall be due for all owners, including those owners intending to sell their stock, on or before the first day of March each year unless:

- 1) An owner has elected to enroll in the monthly ACH deduct program. An owner wishing to enroll in the monthly ACH program must complete necessary documentation by December 31. Once enrolled in the ACH program, an owner will continue enrollment until notice is provided to the Club Treasurer. If the Club receives an insufficient funds notice, an owner will no longer be eligible to participate in the ACH deduct program and his/her outstanding balance will be due immediately.
- 2) An owner purchases stock after February 1. Dues for stock purchased after February 1 shall be due 30 days from stock purchase date.

Any owner who sells their stock between March 2 and pool opening date each year will be reimbursed their full dues.

A monthly penalty equal to one-fourth of amount outstanding (minimum of \$20) up to \$150 shall be charged on all outstanding balances after March 1, applied the second of every month. Late penalties will compound monthly and owners will be assessed a penalty on the entire outstanding balance (initial outstanding balance plus late penalties) in the subsequent month(s). Dues notices shall be published via email in December, January and February. Payment of the annual dues is the sole responsibility of each ownership.

All outstanding balances not paid by March 2, or within 30 days of stock purchased date for stock purchased after February 1, shall be considered delinquent, and all rights and privileges of said owners will be automatically suspended by the Board of Trustees as of said date. Open balance file



will be posted to fffc.com as of March 2. If the indebtedness shall not be paid within thirty (30) days after the posting of open balance file, a lien shall be placed against the ownership.

- B.** In the event of the suspension of an owner for indebtedness owing to the Club and the failure to satisfy the lien on the ownership of the delinquent within 30 days, the Club may cancel the ownership of the delinquent when the amount of the indebtedness exceeds the average market value as established by the current Board of Trustees. Should an owner be considered delinquent more than three times with the Club within a five-year period, Club will immediately repossess stock on the fourth offense.
- C.** The Trustees, at their discretion, may reinstate any owner upon request only after repayment of all indebtedness to the Club.

### **Section 3 – Refund**

No dues or part thereof shall be refunded for any reason except for those prorated dues as stipulated in Article 3 Section 8.

### **Section 4 – Ownership Obligation**

Payment of all charges and liabilities imposed upon or incurred by a voting owner or guest thereof relating to the Club shall be the responsibility of the affiliated voting ownership.

### **Section 5 – Work Requirements**

Owners shall have two (2) options to fulfill work hour requirements:

#### Option 1:

Owners shall have the option of waving the work hour requirement by paying \$200 – payable by March 1 of the relevant year and, upon Club receipt of said payment. No additional work will need to be done by said owner in said year.

Option 2: Each ownership will be required to work five hours each year for one of the established Club committees. Owners completing work hours are required to complete a work hour form and have the committee chairperson sign/verify. If an owner sells their stock after pool opening date and has not satisfied his/her five (5) hours, the seller and buyer will each be responsible for satisfying two and a half work hours. At the time of sale, the Director of Ownership will communicate to both the seller and buyer their work hour responsibility remaining for that season. If the work hour commitment has not been completed before November 15 or before stock sale date for owners that sell their stock after pool opening date, the ownership will be billed at a rate of \$80/hour not completed. Uncompleted work hour(s) balance shall be due on or before December 31 of each year. Unpaid work hour fees are subject to the monthly late penalty in Article XI Section 2. Late penalty shall be charged on all outstanding balances after December 31, applied the second of every month.

**Section 6 – Taxes**

All fees and other charges mentioned herein are exclusive of taxes imposed by the Federal, State, or other governmental bodies and agencies.

**Article XII – Amendments**

The Bylaws may be amended at any special meeting scheduled per Article V, section 2 and called for that purpose by an affirmative vote of the quorum.