

***BYLAWS***  
***OF***  
***COMMUNITY SOGARDEN, LLC.***

The name of the organization is Community SOGarden, LLC. The organization is organized in accordance with the Florida Not For Profit Corporation Act, as amended. The organization has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained herein, however, shall be deemed to prohibit the payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the organization. This organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The organization shall not endorse, contribute to, work for, or otherwise support (or oppose) a candidate for public office. The purpose of the organization is the following:

To provide a gardening oasis within the South Of Gandy community by providing education on sustainable gardening practices, native landscaping and other methods with the goal of providing opportunities to participate in healthy outdoor activities, responsible environmental leadership, growing food and community building.

The organization is organized exclusively for purposes pursuant to section 501(c)(3) of the Internal Revenue Code.

**ARTICLE I**  
**MEETINGS**

**Section 1. Annual Meeting.** An annual meeting shall be held once each calendar year for the purpose of the Officers and Advisory Board Members and for the transaction of such other

business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Officers and Community SOGarden Advisory Board from time to time.

**Section 2. Special Meetings.** Special meetings maybe be requested by the Officers and the Community SOGarden Advisory Board. A special meeting of members is not required to be held at a geographic location if the meeting is held by means of the internet of other electronic communications technology in a manner pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrent with the occurrence of the proceedings, note on matters submitted to the members, pose questions, and make comments.

**Section 3. Notice.** Written notice of all meetings shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of the meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all advisory board members of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when delivered electronically.

**Section 4. Place of Meeting.** Meetings shall be held at the organization's principal place of business unless otherwise stated in the notice. Unless the articles of incorporation or bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all advisory board members participating may simultaneously hear each other during this meeting. An advisory board member participating in a meeting by this means shall be deemed to be present in person at the meeting.

**Section 5. Quorum.** A majority of the Officers and the Community SOGarden Advisory Board shall constitute at quorum at a meeting. In the absence of a quorum, a majority of the Officers and the Community SOGarden Advisory Board may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The officers and advisory board members present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some officers or advisory board members results in representation of less than a quorum.

**Section 6. Informal Action.** Any action required to be taken, or which may be taken, at a meeting, may be taken without a meeting and without prior notice if a consent in writing, setting

forth the action so taken, is signed by the Officers and Community SOGarden Advisory Board with respect to the subject matter of the vote.

## **ARTICLE II**

### **OFFICERS AND ADVISORY BOARD**

**Section 1. Number of Officers/Advisory Board Members.** The organization shall be managed by an Advisory Board consisting of 5 member(s). Each Advisory Board member holds an office of the corporation that include a President, Vice President, Treasure, Secretary and VPC.

**Section 2. Election and Term of Office.** The Officers and Community SOGarden Advisory Board shall be elected at the annual meeting. Each Officer and Community SOGarden Advisory Board member shall serve a term of 1 year(s), or until a successor has been elected and qualified.

**Section 3. Quorum.** A majority of Officers and Community SOGarden Advisory Board members shall constitute a quorum.

**Section 4. Adverse Interest.** In the determination of a quorum of the Officers and Community SOGarden Advisory Board, or in voting, the disclosed adverse interest of an officer or advisory board member shall not disqualify the officer or advisory board member or invalidate his or her vote.

**Section 5. Regular Meeting.** The Officers and Community SOGarden Advisory Board shall meet immediately after the election for the purpose of appointing new committee chairpersons and for transacting such other business as may be deemed appropriate. The Officers and Community SOGarden Advisory Board may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

**Section 6. Procedures.** The vote of a majority of the Officers and Community SOGarden Advisory Board present at a properly called meeting at which a quorum is present shall be the act of the Officers and Community SOGarden Advisory Board, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. An officer or advisory board member of the organization who is present at a meeting of the Officers and Community SOGarden Advisory Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

**Section 8. Informal Action.** Any action required to be taken at a meeting of the Officers and Community SOGarden Advisory Board, or any action which may be taken at a meeting of the Officers and Community SOGarden Advisory Board or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the officers and board members or all of the members of the committee of directors, as the case may be.

**Section 9. Removal / Vacancies.** An Officer or Community SOGarden Advisory Board member shall be subject to removal, with cause, at a meeting called for that purpose. Any vacancy that occurs with the Officers or Community SOGarden Advisory Board, whether by death, resignation, removal, or any other cause, may be filled by the remaining advisory board members. An officer and advisory board member elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

**Section 10. Committees.** To the extent permitted by law, the Officers and Community SOGarden Advisory Board may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

### **ARTICLE III**

#### **CONTRACTS, LOANS, CHECKS, and DEPOSITS**

**SECTION 1. Contracts.** The Officers and Community SOGarden Advisory Board may authorize any advisory board member, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the organization, unless otherwise restricted by law. Such authority may be general or confined to specific instances.

**SECTION 2. Loans.** No loans shall be contracted on behalf of the organization and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the advisory board members. Such authority may be general or confined to specific instances.

**SECTION 3. Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the organization, shall be signed by such officer/advisory board member, agent or agents of the organization and in such manner as shall from time to time be determined by resolution of the advisory board.

**SECTION 4. Deposits.** All funds of the organization not otherwise employed shall be deposited from time to time to the credit of the organization in such banks, trust companies, or other depositories as the Officers and Community SOGarden Advisory Board may select.

## **ARTICLE V**

### **FISCAL YEAR**

The fiscal year of the organization shall begin on January 1 and end on December 31 in each year.

## **ARTICLE VI**

### **INDEMNIFICATION**

The organization shall indemnify and hold harmless any Officer and Community SOGarden Advisory Board member or any former Community SOGarden Advisory Board member or officer, Gandy Civic Association and their officers and members, to the fullest extent permitted by law.

## **ARTICLE VII**

### **AMENDMENT TO BYLAWS**

The bylaws may be amended, altered, or repealed by the Officers and Community SOGarden Advisory Board by a majority of a quorum vote at any regular or special meeting. The text of the proposed change shall be distributed to all board members at least ten (10) days before the meeting.

## **ARTICLE VIII**

### **DISSOLUTION**

The organization may be dissolved only with authorization of its Officers and Community SOGarden Advisory Board given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the members. In the event of the dissolution of the organization, the assets shall be applied and distributed as follows:

All liabilities and obligations shall be paid, satisfied and discharged, or adequate provision shall be made, therefore. Assets not held upon a condition requiring return, transfer, or conveyance to any other organization or individual shall be distributed, transferred, or conveyed, in trust or otherwise, to charitable and educational organization, organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of a similar or like nature to this organization, as determined by the Officers and Community SOGarden Advisory Board.

## **ARTICLE IX**

### **GARDEN MEMBERSHIP**

**Section 1.** (a) Each gardener with a paid personal plot is considered a member of the Community SOGarden.

(b) Each gardener with a paid fee for the communal garden plot is considered a member of the Community SOGarden.

(c) Membership fees

1. Membership fees to receive a personal plot are not optional. Personal plots will be a \$180 annual fee paid in full. Renewals, new applications, and fees due by August 15<sup>th</sup> each year.

2. Membership fees to assist with the communal plot are not optional. Communal plots will be a \$50 annual fee paid in full. Renewals, new applications, and fees due by August 15<sup>th</sup> each year.

3. Three (3) personal garden plots will be reserved for low-income gardeners for free.

1. If any personal garden plots reserved for low-income gardeners are still open by September 1st, the Community SOGarden Advisory Board may make the open personal plot(s) a communal plot or give it to the next person on the waiting list only for the rest of the year.
2. The following year these plots, previously reserved for low-income gardeners, must become available again for any new low-income gardeners until May 1st.

**Section 2.** (a) All gardeners must provide to the Community SOGarden Advisory Board an email and phone number. It is the responsibility of the gardener to update the Community SOGarden Advisory Board with new contact information.

**Section 3.** (a) Membership Waiting List

1. A structured waiting list for future members will be established to ensure vacated plots become available in an equitable manner.
2. Preference is given to individuals who have shown active interest in the Community SOGarden whether it be volunteering hours at the garden, donations, sharing information on the garden with others, along with participating on the social media pages.
3. CSOG members may request a copy of the waiting list at any time.
4. All people requesting to get on the waiting list must receive a response from the Community SOGarden Advisory Board within 30 days of the request.

(c) Membership Requirements

1. All members must volunteer 20 hours, determined by the Community SOGarden Advisory Board, maintain common areas or attend a certain number of volunteer events every year to keep their garden plot. Common areas can include, but are not limited to, public plots, fences, borders, garden isles, and shed.
2. Community SOGarden Advisory Board determines the volunteer requirement and how much to monitor each person's contribution.
3. All gardeners must sign, verifying they have read, understand, and accept the liability form and Garden Code of Conduct. A hard copy of the garden bylaws and CSOG Garden Code of Conduct must be kept on site of the garden at all times. If CSOG maintains a website, the garden bylaws and Code of Conduct must be present on the website.
4. All members must abide by all garden rules, bylaws, and code of conduct. Failure to follow any of these rules and laws may result in the loss of the member's garden plot, determined on a case-by-case basis, by the Community SOGarden Advisory Board.
5. All members may only garden on one personal garden plot per household.
6. If there are multiple people gardening in one plot, all members must sign a waiver and code of conduct.

(d) Membership Departure

1. If members wish to leave their garden plot they must contact the Community SOGarden Advisory Board as soon as possible.
2. Members cannot assign their plots to a person of their choice.
3. The Community SOGarden Advisory Board will assign the plot according to the waiting list.

4. The fee is nonrefundable and therefore will not be returned to the gardener for early departure.

(e) Membership Removal

1. Safety Violation
2. If a garden member violates a law or code of conduct that affects the safety of the garden, that member may lose their membership and garden plot. Each case may be determined on a case-by-case basis by the Advisory Board.
3. Safety Rules include but are not limited to:
4. No physical or verbal behavior that is aggressive, intimidating, threatening, harassing or violent in any way.
5. No alcohol within the Community SOGarden grounds.
6. No Smoking
7. No pets or animals in the garden.
8. No non-organic fertilizer, pesticide, herbicide, or fungicide.
9. Do not harvest or disturb other people's personal garden plots.
10. Gardeners must not erect any structures that the Advisory Board deems a hazard.
11. Procedure for Safety Violation
  - (i) Immediate Threat
    - (a) If anyone's safety is at risk, please contact the police using 911.
  - (ii) Non-immediate Threat
    - (a) ALL who witness any safety violation must fill out an incident report as soon as possible and submit it to the Advisory Board.
    - (b) If immediate assistance is needed to remove someone from the premises that does not require calling 911, please call 813-231-6130 for non-emergency situations.
  - (iii) Based on the incident reports collected will determine the following course of action(s) that could include, but not limited to:
    - (a) Request for follow up information
    - (b) Document incident with no further action
    - (c) Issue a warning
    - (d) Require mediation
    - (e) Remove a gardener from their personal plot
    - (f) Ban a gardener from CSOG
    - (g) Report incident to TPD
12. Garden Violations
  - (i) If a garden member violates a non-safety related garden rule that person will get three chances to remediate the violation, or they may lose their garden membership and garden plot immediately or at the start of the next growing year.
  - (ii) All gardeners must plant their plots within a month of receiving plot (weather permitting).
  - (iii) All returning gardeners must plan their plots by October 1<sup>st</sup>.
  - (v) All gardeners must maintain their plot which entails:
    - (a) Controlling weeds and pests in and around their plot
    - (b) Harvesting ripe vegetables before they rot



(vi) All gardeners must complete their volunteer requirement set by the Community SOGarden Advisory Board.

(vii) Gardeners must not erect any permanent structures or structures that block sun from another garden plot.

13. Three-Step Warning System

(i) The Community SOGarden Advisory Board must make a documented attempt by the usual contact method to issue a warning.

(ii) After waiting a week if the problem still persists, the Community SOGarden Advisory Board must make another documented attempt by a different form of contact, stating clear consequences.

(iii) After waiting another week, the Community SOGarden Advisory Board must make a documented attempt over the phone or in person contact. If contact is made, the member who committed the violation must create an action plan to remediate the problem. If there is not contact after a week or if the remediation plan fails, the Community SOGarden Advisory Board may ask the garden member to vacate their plot.