

# Tracy's Point Community Club, Inc.

PO Box 301, Lake Panasoffkee, FL 33538

## ***Board Meeting Minutes***

Secretary's Report

December 17th, 2024

### **I. President Call to Order**

**A.** The Acting Vice President, Paul Lauer called the meeting to order at 7:00 pm, and led the group in the Pledge of Allegiance.

**B.** Board Members in attendance were; Acting Vice President Paul Lauer, Secretary Patty Webber, Treasurer Dianne Hutchings, and Director Dale Young, Alternate Debra Arcus. 21 Community Members were in attendance.

### **II. Corporate Reports:**

**A.** Dianne Hutchings read and posted the November Financial Report.  
Report was approved by all.

**B.** Patty Webber posted the November's Secretary's Report. Report was approved by all.

**C.** Lot Maintenance

**D.** Code Compliance.

**A.** Paul Lauer reported **no** parcels were turned in due to Wright Tree Company trimming trees and leaving a mess in people's yards.

### **III Old Business.**

**A.** Patty Webber announced the winners of the Christmas Decorating Contest.

1<sup>st</sup> Place Catherine and Nathan Wilson (CR 440).

2<sup>nd</sup> Place Art and Melissa Hansen (CR 442).

3<sup>rd</sup> Place Tracy and Susan Bush (CR 451).

Paul Lauer thank all the judges, Jake Gorby, Sabrina Gorby, Patty Webber, and himself, and John Webber for using his tractor and trailer to tow us around the neighborhood.

**B.** The HOA website is up and running. We just need to post the 2025 Insurance Declaration page.

**C.** Debbie Arcus and her Committee did a revision to the Rental Agreement. We needed to take out the January 1<sup>st</sup> date and replace it with a date yet to be determined, after we get the signatures we need to pass the amendment. Paul Lauer read both copies of the amendment. The Original passed by the Board written in September, and the newer amendment re-written by Debbie Arcus' s committee, to all Community members in attendance.

Dianne Hutchings had a problem with the saying that a new Owner must live in the house for 12 months before being able to rent it out. The majority of the Board and community members voted to omit that from the proposed amendment. A Community member brought up what if an Owner rents to a trashy tenant, should they not be able to rent again, which the answer was, yes, they can rent again. We would just have to keep turning them in. Dale Young made a comment that the rental agreement will be good for the Community.

Paul Lauer made a motion that we accept the latest draft of the Rental Amendment.

Dianne Hutchings seconded it, all approved, then Paul re-read the Amendment as it will stand. Please reference article 6.10 included at the end of the minutes.

- D. We reviewed the 2025 Proposed Budget of \$20,822.00. Paul Lauer made a motion to approve the Budget, Dianne Hutchings seconded it. It was approved by all.

**IV New Business:**

- A. The Annual Dinner, January 21<sup>st</sup>, 2025 will have sandwiches, chips, beverages, plates, etc., and we ask for donations of side dishes and desserts.
- B. Paul Lauer asked for a budget of \$300.00 for the provisions. Paul Lauer made a motion to approve the \$300.00, Dianne seconded it, and it was approved by all.
- C. Paul Lauer asked who would volunteer to purchase the food and beverages, Dianne stated that she was the only one with a card, so she would, and Paul volunteered to go with her.
- D. Board Members Debbie Arcus, Paul Lauer, and Patty Webber (since she is the one with the code) will set up tables and chairs, and we asked for more volunteers to help set up and clean up.
- E. We talked about finding candidates for the Board seats that are open and ones that will be open in January. We had 5 people volunteer so far.
- F. There is a new Florida Law that states all HOA Board Members will have to go through a 4 hour online course and get Certified. The course must be completed within 90 days of being elected to the HOA Board.

**V. Parcel Owner Commet Period:**

**VI Meeting closure and adjournment.**

- A. No 50/50.
- B. Meeting was adjourned at 8:00 p.m.

Minutes submitted by Secretary Patty Webber.

**Tracy's Point Community Club**  
**Approved**  
**Budget 2025**  
**Annual Assessment**  
**\$40.00**

**Assets**

01/01/25 Checking (Est)	\$19,804.00
01/01/25 Petty Cash (Est)	\$100.00
<b>Total</b>	<b>\$19,904.00</b>

**Revenue Sources**

<u>Annual Assessment</u>	\$14,040.00
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**Expenses (Non-Discretionary)**

Club Expenses (Director Certification)	\$350.00
Dues Postage/Certified Mail	\$650.00
Insurance	\$5,900.00
Office 365 Renewal	\$100.00
Website Hosting	\$120.00
Lien and Release Filing Fee	\$200.00
Lots & Canals (Mowing and Canal Clean	\$800.00
Misc. Postage and Delivery (Amendment Vote)	\$300.00
Newsletter (Paper, envelopes and Ink - Secretary)	\$450.00
Newsletter Postage	\$500.00
Office Supplies (Paper, envelopes, Ink Treasurer)	\$500.00
Office Equipment	\$0.00
Post Office Box	\$76.00
Street Lights	\$1,850.00
Tax, Property	\$6.00

**Expenses (Discretionary)**

Groceries - Annual Meeting Dinner	\$300.00
Picnic/Dinners	\$500.00
Xmas Parade	\$350.00
Welcome Committee	\$100.00
<b><u>Total Expenses</u></b>	<b>\$13,052.00</b>

12/31/25 Checking (Est)	\$20,792.00
12/31/25 Petty Cash (Est)	\$30.00
Total Assets 12/31/23 (Est)	\$20,822.00

**6.10 LEASING OF PARCELS** - Effective (*insert date*) no more than fifteen percent (15%) of the Parcels in TPCC may be leased at any given time to a tenant.

**a) GRANDFATHER RIGHTS**

Any current Owner engaged in leasing activities as of (*insert date*) shall be allowed to continue leasing until said Parcel is sold. Any Owner engaged in leasing activity must, upon the sale or conveyance of said Parcel, notify any potential buyer or person taking title that no more than fifteen percent (15%) of the Parcels in TPCC may be leased at any given time.

**b) LEASE ACCEPTANCE**

Prior to executing a lease, the Owner must contact the TPCC Secretary to assure the fifteen percent (15%) allowed rental limit has not been met. Upon acceptance, a signed lease agreement and a TPCC Tenant Registration Form must be submitted within thirty (30) days of executing or extending a lease.

**c) PENALTIES**

If Owner fails to provide the Tenant Registration Form to the TPCC Secretary as outlined in 6.10(b), TPCC shall charge a late fee as determined by the TPCC Board of Directors, and other collection fees per the TPCC By-Laws, and Florida Statutes 720.305. TPCC may also suspend an Owner's ability to Lease the Parcel for a period of twelve (12) months. This rental restriction provision takes precedence over any inconsistent language in the Articles or Bylaws or Declaration of TPCC.

**d) LEASE TERM**

No Owner may lease a parcel for less than twelve (12) months.

1. No subleasing by a Tenant shall be allowed. If a Tenant is unable to complete their lease and has someone interested in taking it over, the Tenant should contact the Owner requesting a new lease for the remainder of the current lease in the name of the new Tenant. Upon agreement, the Owner must submit a new Tenant Registration Form to the TPCC Secretary.
2. A current lease may be extended for another twelve (12) months by the Owner contacting the TPCC Secretary thirty (30) days prior to the expiration of said lease and provide an updated Tenant Registration Form.
3. When a Tenant vacates a parcel at lease expiration, the Owner must contact the TPCC Secretary to determine their eligibility to continue leasing in accordance with 6.10(b).

**e) HARDSHIP REQUESTS**

Owners may request a hearing before the TPCC Board of Directors for temporary or special variances in case of hardship. Permission to lease will be granted at the sole discretion of the TPCC Board of Directors on an individual basis.