

**BY-LAWS**  
**OF**  
**CANTERBURY PROPERTY OWNERS' ASSOCIATION, INC.**

**SECTION 1. IDENTITY**

1.1 These By-Laws shall govern Canterbury Property Owners' Association, Inc. (the "Association"), a corporation not for profit created under Chapter 617, Florida Statutes, for the purposes set forth in the Articles of Incorporation.

1.2 The office of the Association shall be located at 432 E. Nice Rd. Lakeland, Florida, or at such location as may from time to time be determined by the Board of Directors (the "Board").

1.3 The fiscal year for the Association shall be from October 1 through September 30.

1.4 The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation. An impression of the seal is affixed below.

**SECTION 2. MEMBERS, QUORUM, VOTING AND PROXIES**

2.1 The members of the Association shall be the owners of real property within the subdivision known as Canterbury in Polk County, Florida (hereinafter the "Canterbury Subdivision").

2.2 The Association shall have one (1) class of voting shares as provided in the Articles of Incorporation. A majority of all members entitled to cast a vote shall constitute a quorum at any meeting of the members. In the event a meeting is adjourned for failure of a quorum, then one-third of the members entitled to cast a vote shall constitute a quorum at the reconvened meeting of the members. In the event a second meeting fails for lack of quorum, that meeting may be adjourned,

and one-fourth of the members entitled to vote shall constitute a quorum at the second reconvened meeting of the members.

2.3 At all meetings of members, each member entitled to exercise a vote may do so either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance of a lot by its owner who gave the proxy.

2.4 Except where otherwise required under the provisions of the Deed Restrictions applicable to Canterbury Subdivision, the Articles of Incorporation of the Association, these By-Laws, or where the same may otherwise be required by law, the affirmative vote of a majority of the votes at any duly called membership meeting shall be binding upon the members.

2.5 Minutes of all meetings of the lot owners and the Board shall be kept in a business-like manner and be available for inspection by the owners and Board members upon request during normal business hours and under other reasonable circumstances. Minutes shall be retained for a period of not less than seven (7) years.

### **SECTION 3. MEMBERSHIP MEETINGS**

3.1 The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

3.2 Special meetings of the members may be called at any time by a majority of the Board, or upon written request of members representing at least twenty-five percent (25%) of the votes. It shall be the President's duty to call the meeting.

3.3 Except as otherwise provided herein, or in the Articles of Incorporation or the Deed Restrictions applicable to Canterbury Subdivision, a written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, at least ten (10) days prior to such meeting, to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Nothing contained herein shall prevent the giving of additional notice either prior to or after the stated time period.

#### **SECTION 4. BOARD OF DIRECTORS**

4.1 The Association shall have three (3) directors. The number of directors may be increased upon the affirmative vote of more than seventy-five percent (75%) of the members of the Association entitled to vote.

4.2 The directors of the Association shall be appointed and elected in accordance with the methods set forth in the Articles of Incorporation.

4.3 Meetings of the Board shall be held at least once every twelve (12) months. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two directors, after not less than three (3) days' notice to each director.

4.4 Any director not appointed by Developer may be removed from the Board, with or without cause, by the affirmative vote of a majority of the members of the Association entitled to vote.

4.5 Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.6 A quorum at the Board meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.7 The directors shall have the right to take any action without holding a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

4.8 The presiding officer at Board meetings shall be the President. In the absence of the presiding officer, the directors present shall designate any one of their number to preside.

4.9 All of the powers of the Association shall be exercised by the Board of Directors, and the Board may delegate such of those powers as it deems appropriate. The powers of the directors shall be exercised in accordance with the provisions of the Articles of Incorporation and these By-Laws and shall include, but not be limited to, the power to:



(a) Establish and collect normal and special assessments from members to defray the costs of operating, maintaining, and improving the common area, surface water control facilities and easements, and properties under its control, as provided herein;

(b) Use the proceeds of all assessments collected in the exercise of its powers and duties;

(c) Maintain, repair, replace, and operate the property under its control and surface water control facilities and easements within Canterbury Subdivision;

(d) Reconstruct improvements after casualty and further improve the property under its control;

(e) Make, amend, and publish rules and regulations with respect to the use of the common area and improvements thereon and property under its control, and the personal conduct of the members and their tenants or guests thereon, and to establish penalties for the infraction thereof;

(f) Suspend a member's voting rights and the right to use of the recreational facilities during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(g) Enforce by legal means the provisions of the Articles of Incorporation, these Bylaws, any rules and regulations promulgated by the Board, and the Deed Restrictions applicable to Canterbury Subdivision;

(h) Enter into management agreements and contracts for the maintenance and care of the Association property and property under its control;

(i) Pay taxes and assessments which are liens against any property of the Association;

(j) Purchase and carry adequate casualty and liability insurance on the property of the Association;

(k) Pay the cost of any power, water, sewer, and other utility services rendered to the Association;

(l) Retain and hire such employees, attorneys, accountants or other professional advisors as may be necessary or appropriate to administer and carry out the services required for the proper administration of the Association and to pay all salaries and/or fees therefor; and

(m) To contract debts, borrow money, execute notes or other evidence of indebtedness, execute mortgages or other instruments to secure the payment of Association indebtedness, and to transfer Association property.

4.10 It shall be the responsibility of the Board of Directors to:

(a) Cause the property owned or operated by the Association to be maintained in good, clean, attractive, and sanitary condition, order and repair;

(b) Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;

(c) Designate depositories for Association funds, designate those officers, agents, or

(d) Procure and maintain adequate insurance to protect the Association, its directors, officers, employees and real properties; and to

(e) Exercise their powers and duties in good faith, with a view toward the best interests of the Association and its members.

4.11 The Board may by resolution appoint such committees as it deems appropriate to carry out its purposes, including the Building Committee provided for in paragraph 28.6 of the Deed Restrictions applicable to Canterbury Subdivision, but any such committees shall exercise only those powers delegated to them by the Board.

#### **SECTION 5. OFFICERS**

5.1 The officers of the Association shall have the following powers and duties:

(a) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board of Directors.

(b) The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other duties as shall be prescribed by the Board.

(c) The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The Assistant Secretary shall perform the duties of the Secretary when the latter is absent and shall assist the Secretary.

(d) The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. The Treasurer shall keep the records of the Association including, the assessment rolls and accounts of the members, which shall include the members' names, the number of lots owned, and the assessments. The Treasurer shall keep the

books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of Treasurer of a corporation as may be required by the directors or the President.

5.2 The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

5.3 Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

#### SECTION 6. ASSESSMENTS

6.1 The Board shall establish the normal assessments and the special assessments for the lots in the manner provided for in the Deed Restrictions applicable to Canterbury Subdivision. Where there are multiple owners of any lot, the assessments shall be the joint and several obligations of all of the powers.

6.2 Assessment shall be payable on the date and in the manner established by the Board.

6.3 The Association shall maintain an assessment roll and shall maintain such accounts and records as are necessary and prudent in accordance with good business standards, including a record of all receipts and expenditures, an account for each lot owner reflecting the name and address of



the owner, the amount of each assessment, the dates when assessments become due, amounts paid, and the balance due or surplus.

6.4 At each annual meeting of the Association, the President or the directors shall submit a report to the Association of the operations conducted during the preceding year, together with a report of the general financial condition of the Association. The Board of Directors shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association to be performed during that budget year. Copies of the proposed budget and assessments shall be mailed to each lot owner not less than ten (10) days prior to the annual meeting.

#### **SECTION 7. MANNER OF COLLECTING COMMON EXPENSES FROM MEMBERS**

7.1 As more fully provided in the Deed Restrictions applicable to Canterbury Subdivision, the amount of the annual assessment against each lot shall be fixed at least thirty (30) days in advance of each annual assessment period. The Board shall send written notice of each assessment to every owner of a lot subject thereto, at least thirty (30) days in advance of each annual assessment period.

7.2 If an assessment remains in default for more than thirty (30) days, the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from date of delinquency. In addition, the Association shall have a lien upon the land of the defaulting owner within Canterbury Subdivision, and the Association may, at its election, file an action to foreclose its lien upon the land in the same manner as if the Association were a mortgage holder, and may bring an action to recover a money judgment, as well as recover costs and reasonable attorney's fees. In addition, the Board

may take such other actions and exercise such other rights as the law may provide and grant for such default.

7.3 The assessment lien of the Association shall be subordinate and inferior to any first mortgage lien of record encumbering the lot. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any assessments required to be paid to the Association without waiving its lien securing payment. The Association shall be obligated to send the first mortgagee, if any, a copy of the default notice prior to instituting an action to foreclose its assessment lien.

7.4 A first mortgagee who shall acquire title to a parcel as the result of a foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of any portion of the assessments coming due during the period of such ownership. Provided, however, that if any such first mortgagee shall acquire title as aforesaid, then neither said first mortgagee, nor its successors or assigns shall be responsible for assessments made by the Association against the former owner that became due prior to the mortgagee's acquisition of title as a result of the foreclosure or deed in lieu thereof.

#### **SECTION 8. BOOKS AND RECORDS**

8.1 The Association shall make available to lot owners and to holders, insurers or guarantors of any first mortgage on a lot, current copies of the Deed Restrictions applicable to Canterbury Subdivision, the Articles of Incorporation, the By-Laws of the Association, and any other rules with respect to Canterbury Subdivision, the books, records and financial statements of the Association.

"Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

8.2 Any holder of a first mortgage upon any lot shall be entitled, upon written request, to a financial statement of the Association for its immediately preceding fiscal year.

#### SECTION 9. NOTICES

Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the address of any dwelling house within Canterbury Subdivision, the mortgage holder, insurer, or guarantor shall be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of Canterbury Subdivision or the lot (and dwelling house) securing its mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owned by the owner of any lot on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

#### SECTION 10. AMENDMENTS

Except as otherwise stated in subsection 10(f) below, amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendment to these By-Laws may be proposed by the Board or upon vote of members representing twenty-five percent (25%) of the Association votes, whether meeting as members, or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by the Board or members, the proposed amendment or amendments shall be transmitted to the President of the Association, who shall call a special joint meeting of the members of the Board and the membership for a date not sooner than thirty (30) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of the meeting in the same form and in the same manner as the notice of the call of a special meeting of the members, as set forth above.

(c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of seventy-five percent (75%) of the lot owners entitled to vote.

(d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such manner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

(e) Notwithstanding the foregoing provisions of this Subsection 10, no amendment to these By-Laws may be adopted or become effective prior to the termination of the Association membership of Developer without the prior written consent of Developer. Additionally, the Developer shall have the right, at any time prior to December 31, 2006, or as set forth in paragraph 29 of the Deed Restrictions applicable to Canterbury Subdivision, to amend the By-Laws without the consent of any member.



(f) The area encompassed within Canterbury Subdivision may be enlarged by the Developer and the number of lots initially within the Subdivision increased from time to time as permitted in the Deed Restrictions applicable to Canterbury Subdivision, and the Developer may amend these By-Laws as appropriate to accommodate the additional lots. Any amendment or modification made pursuant to this subsection 10(f) shall bind lot owners within Canterbury Subdivision as if such amendment or modification had been adopted by the Association at the time of the Developer's conveyance of a lot to the owner.

#### SECTION 11. MISCELLANEOUS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Deed Restrictions applicable to Canterbury Subdivision and these By-Laws, the Deed Restrictions shall control.

The foregoing were adopted as the By-Laws of Canterbury Property Owners' Association, Inc., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on May 30, <sup>97</sup> 1996.

Don F. L.  
Secretary

APPROVED:

[Signature]  
President

(Corporate Seal)

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