

**BY-LAWS OF BUCKINGHAM SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

A corporation for not-for-profit under the laws of the State of Florida

**ARTICLE I. Identity**

**Section 1.** These are the By-Laws of the above-named corporation. Said corporation is called "Association" in these By-Laws. The corporation is a non-profit corporation under the laws of the State of Florida, the original Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of administering a development known as BUCKINGHAM in the Hillsborough County, Florida.

**Section 2.** The Association shall operate on a fiscal year basis, beginning the 1<sup>st</sup> day of July and ending on the 30<sup>th</sup> day of June of each year. The Board of Trustees is expressly authorized to change from a fiscal year basis to that of a calendar year basis whenever deemed expedient and in the best interests of the Association.

**Section 3.** The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation not for profit" and the year of the incorporation.

**Section 4.** The Association shall be governed as outlined in the Statutes of the State of Florida, the Protective Covenants, the Articles of Incorporation, these By-Laws, and general rules. In the case of a conflict or omission between documents, the order of precedence of the documents shall be State Statutes first, followed by the Protective Covenants, followed by the Articles of Incorporation, followed by these By-Laws, and the general rules.

**ARTICLE II. Definitions**

All words, phrases, names and/or terms used in these By-Laws, shall have the same meaning and be used and defined the same as they are in the Declaration unless the context otherwise requires. "Declaration" shall refer to the Declaration of Protective Covenants, Easements and Restrictions for Buckingham Subdivision and any amendments thereto as recorded in the public records of Hillsborough County, Florida.

**ARTICLE III. The Association**

**Section 1. Members.** The members of the Association shall be those parties as set forth in the Articles. A member's share or interest in the assets of the Association cannot be transferred or hypothecated except as an appurtenance to his/her lot or unit.

**Section 2. Place of Meeting.** Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership or in a manner as may be designated by the Board of Trustees. Specific actions of the membership may be taken by referendum of the members conducted by mail, or proxy, without a meeting, with a majority of the members responding being necessary for the action.

**Section 3. Annual Meetings.** The annual meeting of the Associations shall be held as established by the Board of Trustees. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of day of all meetings shall be set by the Trustees, and the Trustees by majority vote may change the date of the annual meeting.

**Section 4. Special Meetings.** Special meetings of the members may be called by the President and must be called by the President at the request in writing of a majority of the Board of Trustees or at the request in writing of one-third of the members; such request shall state the purpose or purposes of the proposed meeting.

**Section 5. Notice of Meetings.** It shall be the duty of the Secretary to give notice of each regular meeting of the Board of Trustees by posting the agenda for the meeting at the west entrance of the subdivision at least 24 hours beforehand. For other meetings, the Secretary shall notify members stating the purpose thereof as well as the time and place where it is to be held, as provided for in Chapter 720 of the Florida Statutes, effective edition.

**Section 6. Waiver of Notice.** Before or after any meeting any member may waive notice of the meeting in writing and such waiver shall be deemed the equivalent of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 7. Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by limited or general proxy of persons entitled to vote seventy-five percent (75%) of the votes of all members shall constitute a quorum at a member's meeting except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws.

**Section 8. Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person, or by proxy, may adjourn the meeting to a time not later than thirty (30) days from the time the original meeting was called, and hold the meeting so adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

**Section 9. Voting.** At every meeting of the members, the members present, either in person or by proxy, shall have the right to vote as set forth in the Declaration or Articles of Incorporation. The vote of two-thirds (2/3) of those votes present, in person or by proxy, shall decide any question brought before a meeting at which a quorum is present, or vote of the majority of those members responding to a mail referendum shall decide any question presented to the members by such mail referendum, unless the question is one upon which, by express provisions of statute, or of the Declaration or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

**Section 10. Proxies.** At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the homeowners.

**Section 11. Conduct of Meetings.** The order of business at all annual or special meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of preceding meeting.

- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of trustees (if election to be held).
- (g) Unfinished business.
- (h) New business.

Robert's Rules or Order (latest edition) shall govern members meetings when not in conflict with the Declaration or the Articles and these By-Laws of the Association.

#### **ARTICLE IV. Administration**

**Section 1. Number and Qualification.** The affairs of the Association shall be governed by a Board of Trustees. The number of Trustees which shall constitute the Board shall be as set out in the Articles of Incorporation. The exact number of Trustees shall be determined by vote of the members, provided, however, it must be an odd number. Trustees need not be members of the Association.

**Section 2. Trustees - Election.** For election of members of the Board of Trustees, homeowners shall vote in person at a meeting of the homeowners or by a ballot that the homeowner personally casts. Cumulative voting is prohibited. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled

**Section 3. Removal of Trustees.** Trustees may be removed with or without cause by a majority of the votes of the members of the Association; a special meeting of the members may be called for that purpose by ten percent (10%) of the members by notice stating the purpose, and the vacancy in the Board of Trustees so created shall be filled by the members of the Association at the same meeting.

**Section 4. Filling of Vacancies.** Vacancies in the Board of Trustees occurring between annual meetings of members shall be filled by majority vote of the remaining Trustees.

**Section 5. Powers and Duties.** All of the powers and duties of the Association under the Declaration and the Articles and By-Laws of the Association shall be exercised exclusively by the Board of Trustees and its agents, contractors and employees subject only to approval of the members when specifically required. The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation or by these By-Laws directed to be exercised and done by the members. The powers of the Board shall include, but not be limited to, the following:

- (a) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary Association expenses and expenditures.
- (b) To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.
- (c) To make, amend, and publish reasonable rules and regulations governing the use and restriction of the common area, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof.

- (d) To pay taxes or assessments or other charges against the property of the Association.
- (e) To determine the depositories for the funds of the Association.
- (f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the property of the Association, and set the salaries of said personnel.
- (g) Assess and collect all assessments pursuant to the Declaration to defray expenses of operating and maintaining the development.
- (h) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment or dues levied by the Board of Trustees. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations for the period of such infraction plus an additional period not to exceed sixty (60) days.

**Section 6. Compensation.** No compensation shall be paid to Trustees for their services as Trustees. However, a Trustee may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**Section 7. Meetings.** Regular meetings of the Trustees shall be held at such time and place as shall be determined, from time to time, by a majority of the Trustees at least quarterly. Meetings of the Board of Trustees shall be open to all members and notices of meetings shall be provided. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessment.

**Section 8. Waiver of Notice.** Before or at any meeting of the Board of Trustees, any Trustee may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board of Trustees shall be a waiver of notice by him/her of the time and place thereof unless he/she objects at the beginning of the meeting as to lack of notice.

**Section 9. Quorum.** At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees except where a greater number is expressly required by the Declaration, the Articles or these By-Laws of the Association. If at any meeting of the Board of Trustees there may be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 10. Designation of Officers.** The principal officers of the Association shall be a President/Chairman who shall be a Trustee, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may appoint such other officers as in their judgment may be necessary. Any person may hold two or more offices except the President shall not also be the Secretary. Officers shall not be entitled to compensation for performing their duties as officers unless the Board of Trustees expressly authorizes it.

**Section 11. Election of Officers.** The officers of the Association shall be elected annually by the Board of Trustees at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

**Section 12. Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his/her successor elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board called for such purpose.

**Section 13. President.** The President shall be the chief executive officer of the Association and the Chairman of the Board of Trustees. He/she shall preside at all meetings of the Association and of the Board of Trustees. He/she shall have all of the general powers and duties which are usually vested in the office of the President of an Association and Chairman of the Board of Trustees.

**Section 14. Vice-President.** The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Trustees shall appoint a member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Trustees.

**Section 15. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Trustees, and the minutes of all meetings of the Association; he/she shall have charge of such books and papers as the Board of Trustees may direct, he/she shall keep the corporate seal of the Association and affix it on all papers requiring said seal; he/she shall serve notice of meetings of the Board and of the members; and he/she shall, in general, perform all duties incident to the Office of Secretary.

**Section 16. Treasurer.** The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Trustees.

**Section 17. Indemnification.** Every Trustee and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or settlement of any proceeding to which he/she may be a part or in which he/she is a Trustee or officer of the Association, whether or not he/she is a Trustee or officer at the time such expenses are incurred, except when the Trustee or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his/her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Trustees approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Trustee or officer may be entitled.

**Section 18. Budget.** Before the end of each fiscal year the Board of Trustees shall annually adopt a budget for the forthcoming fiscal year which shall include estimated funds to defray current expenses and to fund any reserve accounts and may provide funds for betterment, improvements, and contingencies. Assessments shall be made in the manner provided in the Declaration. Annual Assessments shall be based on the budget for that year. The budget for any year can be revised from time to time by the

Board of Trustees at any time during the fiscal year, and likewise assessments may be revised by the Board.

**Section 19. Committees.** The Board of Trustees shall appoint an Architectural Committee, as provided in the Declaration, and any other committees as deemed appropriate in carrying out its purpose.

**Section 20. Books and Records.** The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Minutes of all meetings of members and the Board of Trustees shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. The Association shall retain these minutes at least 7 years.

The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- a. A copy of the By-Laws of the homeowner's association and each amendment to the By-Laws.
- b. A copy of the Articles of Incorporation of the homeowner's association, or other documents creating the homeowner's association, and of each amendment thereto.
- c. A book or books that contain the minutes of all meetings of the homeowner's association, of the Board of Trustees and of members, which minutes shall be retained for a period of not less than 7 years.
- d. A current roster of all members and their mailing addresses, and, if known telephone numbers.
- e. All current insurance policies of the homeowner's association or a copy thereof.
- f. A current copy of any management agreement, lease or other contract to which the homeowner's association is a party or under the homeowner's association or the parcel owners have an obligation or responsibility.
- g. Accounting records for the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by members or their authorized representatives at reasonable times. The accounting records shall include, but are not limited to:
  1. Accurate, itemized, and detailed records of all receipts and expenditures.
  2. A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
  3. All audits, reviews, accounting statements, and financial reports of the homeowners' association.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

**Section 21. Assessments.** As more fully provided in the Declaration, each member is obliged to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within twenty (21) days after the due date, a late payment of \$25.00 shall be due for the first 21 days and an additional \$25.00 for each additional delay of 21 days. Late payment shall be due, and the Association may bring an action at law against the member personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his/her lot or unit.

**Section 22. Guidelines for Enforcement of the Covenants:**

1. Once the violation committee (shall consist of at least 3 members, one of which should be a board member) has been made aware of a covenant violation the violation committee shall contact the violating homeowner, either in person (at least 2 violation committee members shall be present) or by mail to notify them of the covenant violation(s) and the desired corrective action(s) in writing.

2. The violation committee shall notify the Board Secretary of the date of this meeting or mailing regarding the covenant violation(s) and provide a copy of the letter.

3. Within ten (10) working days after the notice has been sent, or by the date specified in the notice of covenant violation(s), the violating homeowner must remedy the covenant violation(s) or provide a written plan of corrective action to remedy the covenant violation(s) (to contain the resolution timeframe and a detailed description of this plan) for approval by the violation committee.

4. If the covenant violation(s) is/are not remedied, or if the plan of corrective action is not approved by the violation committee within the ten (10) working days after notification was sent or by the date specified in the notice of covenant violation(s), or if the plan of corrective action is not adhered to, the violation committee shall send a certified letter to the violating homeowner describing the covenant violation(s) and the specific corrective action(s) that must be taken. A date of completion of the corrective action(s) shall be specified. A copy of this letter shall be sent to the Board Secretary with the date sent.

5. Within ten (10) working days after the certified notice of covenant violation(s) has been sent, the violating homeowner must remedy the covenant violation(s) or provide a written plan of action to remedy the covenant violation(s) (to contain the resolution timeframe and a detailed description of this plan) for approval by the violation committee.

6. The violating homeowners may appeal to the Board of Trustees for dispensation in cases of financial or other hardship such as military deployment or other circumstances.

7. If the violating homeowner fails to respond to the letters or to correct the covenant violation(s) outlined therein, the violation committee shall send a FINAL NOTICE by certified mail, return receipt requested and by US Mail outlining the steps it intends to take to insure correction of the covenant violation(s). A copy of this letter shall be sent to the Board Secretary with the date sent.

8. Within ten (10) days following the FINAL NOTICE, the Board of Trustees may take any legal action deemed appropriate by the Board of Trustees, which may include (mediation, litigation, or other legal action). In addition, the Board of Trustees may, by their determination take the necessary corrective action(s); costs, expenses, and legal fees shall be secured as defined in the governing documents.

**Section 23. Amendment to By-Laws.** These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy; furthermore, the Board of Trustees may amend the By-Laws as defined in the Articles of Incorporation.

The foregoing was adopted/amended as the By-Laws at the meeting of the Board of Trustees on the 5<sup>th</sup> of August 2020.

BUCKINGHAM HOMEOWNERS ASSOCIATION, INC.