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**FIRST AMENDMENT TO THE BYLAWS
OF COUNTRY TRAILS PROPERTY OWNERS'
ASSOCIATION, INC.
A NOT FOR PROFIT FLORIDA
CORPORATION**

After recording, return to:
Robert J. Stanz, Esq.
ROBERT J. STANZ, P.A.
5121 S. Lakeland Dr., Suite 4
Lakeland, Florida 33813
888-4-STANZLAW

FIRST AMENDMENT TO THE BYLAWS
OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC.
A NOT FOR PROFIT FLORIDA CORPORATION

Pursuant to the governing documents of COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC., herein called the Association, a corporation not-for-profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of those certain governing documents, including the Restrictive Covenants and Conditions recorded in O.R. Book 2923, page 0140, of the public records of Polk County, Florida, and the BYLAWS OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. (the "Bylaws"), and the ARTICLES OF INCORPORATION OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. dated January 23, 1987, the Board of Directors of the Association hereby amends the Bylaws, this 18th day of November, 2010, as follows:

ARTICLE X

FINES

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

- a. Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of

Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days notice of such meeting shall be given.

b. Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

c. Amounts. The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

i. For each violation, a fine not exceeding One Hundred Dollars (\$100.00).

ii. For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding Two Thousand Dollars (\$2,000.00).

d. Payment and Collection of Fines. Fines shall be treated as an individual assessment subject to the provisions for the collection of individual assessments, and the lien securing same, as set forth elsewhere in the governing documents and Florida statutes.

e. Application of Proceeds. All moneys received from fines shall be allocated as directed by the Board of Directors.

f. Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be

otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XI

ASSESSMENTS

In addition to Annual Assessments provided in the Restrictive Covenants, the Board of Directors may impose special and individual assessments which are secured by a lien upon the property against which the assessment is made.

- a. Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Areas, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the board of directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Owners of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.
- b. Individual Assessment. The board of directors may levy an individual assessment against any Owner and that Owner's Lot located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain his Lot pursuant to the standards set forth in these Bylaws, or to reimburse the Association for loss or damage to the Association or to any Common Area or easement area caused by that Owner or his lessee, agent, contractor or guest,

and not covered by insurance, or for any other purpose expressly permitted by this section.

ARTICLE XII

RULES AND REGULATIONS

Reasonable rules and regulations may be promulgated by the Board, after notice and hearing pursuant to Florida Statutes, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

ARTICLE XIII

ENFORCEMENT AND ASSESSMENTS

Enforcement of fines and the Rules and Regulations, as well as the collection of assessments shall be consistent with the Governing Documents and the Florida Statutes. Should the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner.

ARTICLE XIV

MEMBERSHIP AND TRANSFER FEES

A. New Member Fee: Effective immediately, all lots sold, granted or conveyed after December 1, 2010, shall be subject to a "New Member Fee" of \$250.00 which shall be due and payable to the Association within thirty (30) days from any Member acquiring ownership to a Lot. This shall provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The Membership Fee shall be waived for: (a) transfers between spouses; (b) transfers where ownership (title) transfers under will or probate; or (c) where imposition of the Membership Fee is prohibited by applicable law. The Association or designated community association management company shall collect the Membership Fee by sending notice to the new Owner. The Membership Fee shall have the effect of an Individual Assessment as defined in the governing documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

B. Transfer Fee: All sales, conveyances and transfers of ownership of any Lots shall be subject to a Transfer Fee of One Percent (1%) of the Gross Sale Price or \$1,000.00, whichever is greater, payable to the Association. The fee shall be paid within seven (7) days of the transfer of title (deeds, mortgage foreclosures, deed-in-lieu of foreclosure and short-sales). This shall provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The Transfer Fee shall be waived for: (a) transfers between spouses, (b) transfers where ownership (title)

transfers under will or probate, (c) where imposition of the Transfer Fee is prohibited by applicable law. The Association or designated community association management company shall collect the Transfer Fee by sending notice to the new Owner the Transfer Fee shall have the effect of an Individual Assessment as defined in the governing documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

C. Compliance: Closing Agents shall collect the Transfer Fee during the conduct of any real estate closing involving a Lot. "Gross Sale Price" shall mean the full purchase price, or in the event of a foreclosure, the amount of the foreclosed mortgage or final judgment in favor of the lender, whichever is greater. The Association or designated community association management company shall collect the Transfer fee in all other transfers of title. The Transfer Fee shall have the effect of an Individual Assessment as defined in the Declaration which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records. Lot Owners, Realtors, Lenders and Closing Agents shall comply with Chapter 720.401 and disclose the Transfer Fee and Membership Fee to all potential purchasers or buyers.

Presented to the Membership by the following Board of Directors:

LARRY PATE

ALAN FOX

WILLIAM SIZER

JOHN DOWNS

JESSIE BOHANNAN

FRANK PATTON

ALL OF WHICH WERE PRESENT AT THE ANNUAL MEETING OF THE COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. HELD ON 11/18/2010.

ADOPTED BY A MAJORITY VOTE OF THE MEMBERS PRESENT AT THE ANNUAL MEETING OF THE MEMBERS HELD ON NOVEMBER 18th, 2010 AT 9:05 PM.

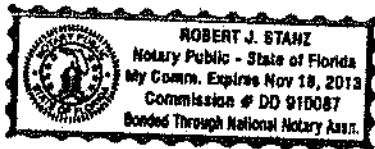
Acknowledged by:

Larry T. Pate
Name: Larry T. Pate
As Its: President

STATE OF FLORIDA
COUNTY OF POLK

18th The foregoing instrument was acknowledged before me this day of November, 2010 by Larry T. Pate, the President of the Country Trails Property Owners' Association, a Florida non-profit corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ produced _____ as identification, and who did not take an oath.

NOTARY STAMP



Robert J. Stanz
Notary Public
Name: Robert J. Stanz



I hereby certify that the foregoing is a true copy of the record in my office this day, Dec 16, 2010. Redacted ___ Unredacted/law ☒
Richard M. Weiss, Clerk of Court Polk County, Florida
By Heather Robinson Deputy Clerk

