AMENDMENT TO THE BY-LAWS FOR CANTERBURY PLACE, UNIT 1

WHEREAS, Canterbury Place Homeowners Association, Inc., a non-profit

Alabama corporation, the Declaration, per paragraph 17 may be amended by a vote of not

less than 75% of the lots in the subdivision, and

WHEREAS, Article II, Paragraph 6(c) of the Bylaws of Canterbury Place Homeowners

Association, Inc., recorded at Baldwin County Probate Instrument 953632 dealing with voting

rights of the memberships states in pertinent part that the Association Board of Directors,

where a three-quarters majority vote of the membership is required may mail ballots to

association members and in such cases either untimely or non-returned ballots will be

considered and counted as votes in favor of a proposed resolution, and

WHEREAS, the Association Board of Directors proposed to the membership certain

amendments to the declaration via ballot pursuant to Article II, Paragraph 6(c) said ballots have

included the below proposed amendment to the Declaration and more than 75% of the

membership having voted for the below amendments, either by affirmative vote, or pursuant

to the terns set forth in Article II, Paragraph 6(c), of the By-Laws proposed amendment to the

By-Laws for Canterbury Place, Unit 1 were approved and ratified, such that the following

Amendments to the By-Laws for Canterbury Place, Unit 1 are hereby imposed and recorded

in the Baldwin County, Alabama Probate Court.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, that the By-Laws for

Canterbury Place, Unit One are hereby amended as follows:

30. PRESIDENT: The President shall be the Chief Executive Officer of the Association,

shall preside at all membership meetings of the Association and of the Board of Directors, and shall

have all of the general powers and duties which are usually vested in the office of the President of the

BALDWIN COUNTY, ALABAMA Harry D'Olive, Jr. Probate Judge Filed/Cet. 1/3/2020 2:55 PM Total S 22.00

4 Pages

Page | 1

Association, including, but not limited to, the power to appoint committees from among the members from time to time as he may, in his/her sole discretion, decide is appropriate to assist in the conduct of the affairs of the Association. The President shall also approve all purchases and sign all documents and instruments on behalf of the Association.

- 31. VICE PRESIDENT: Shall assist the President in the discharge of his duties and his responsibilities. The Vice-President shall preside over meetings if the President is absent. If the President is temporarily unavailable or becomes incapacitated or is otherwise unable or incapable of performing his/her duties, the Vice-President shall assume the powers of the President, and in the instance of the later, serve in his/her absence until such a time as the Board of Directors names a new President.
- 32. SECRETARY: The Secretary shall keep the minutes of all the meetings of the Directors and all meetings of the membership of the Association. The Secretary shall also be responsible for the giving of all required notices of meetings to members and directors of the Association. The Secretary shall also be responsible for the financial records and books of accounts of the Association in accordance with accepted accounting practices and shall keep detailed, accurate records, in chronological order, of expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas, and any other expenses incurred and shall perform all other duties incident to the office of Secretary.
- 31. TREASURER: The Treasurer shall maintain all financial records including bank financial deposits, receipts, HOA dues, and all expense reports authorizing expenditures along with the associated receipts and shall have custody of all property of the Association including funds, securities and evidence of indebtedness and shall be responsible for the issuing of checks for payment on behalf of the Association. The Treasurer shall also countersign all documents and instruments on behalf of the Association, when necessary.

(b) The Treasurer shall maintain the records and expense reports authorizing payments and these records and documents shall be available for examination by any member of the

Association, at any time convenient to the Treasurer during weekdays.

(c) The Treasurer shall be responsible for the timely filing of all tax documents as required by

the State of Alabama and the IRS.

47. ACCOUNTING RECORDS: (a) Accounting records shall be maintained jointly by the

Secretary and Treasurer or by a bookkeeper or accountant employed for such purpose in

accordance with generally accepted accounting principles. Such accounting records shall

include, but not limited to, a record of all receipts and expenditures and an account for each

lot, setting forth any shares of common expenses or other charges due, the due dates thereof,

the present balance due and any interest in common surplus. Such accounting records shall

be open to inspection by members of the Association at reasonable times convenient to the

record keepers.

(b) All Accounting Records created after May 31, 2019 shall scanned electronically and

uploaded to a secure Cloud Storage Service. All physical copies shall be destroyed by means

of shredding.

(c) All Accounting Records shall be retained for a period of seven (7) years at which time all

physical materials created prior to June 1, 2019 and all electronic copies shall be destroyed by

means of shredding or securely deleting.

Done on this 12th day of August, 2019.

CANTERBURY PLACE HOMEOWNERS

ASSOCIATION, INC.

Sworn to and scribed in my presence this the 27 day of December, 2019

Notary Public My commission expires: 08-23-2023

COWW. EXP. 08-23-2023 STATE OF ALABAMA NOTARY PUBLIC **LEWIS CLINTON SHEALY IV**

COWW. EXP. 08-23-2023 STATE OF ALABAMA LEWIS CLINTON SHEALY IV NOTARY PUBLIC

ESSICA AND

Sworn to and scribed in my presence this the 27 day of Weemly, 20(6)

Notary Public

My commission expires: _0\% -23 - 2023

Sworn to and scribed in my presence this the 2+ day of December, 201

Notary Public My commission expires:

Sworn to and scribed in my presence this the 3 (day of Dec.

Notary Public

My commission expires: \(\)