

**BY-LAWS  
OF  
SUMMERCREEK HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is **SUMMER CREEK HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 4257 N.W. 64<sup>th</sup> Street, Gainesville, Florida 32606, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to SUMMER CREEK, HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

**Section 4.** "Lot" shall mean and refer to any plot of land described in the Declaration of Covenants, Conditions and Restrictions with the exception of the Common Area.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** "Declarant" shall mean and refer to CAMEO HOME OF FLORIDA, INC., its successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 7.** "Declaration" shall mean and refer to the Declaration of

Covenants, Conditions and Restrictions for [Summer Creek Homeowners' Association](#) applicable to the Properties recorded in the Office of the Clerk of the Courts of Alachua County, Florida.

**Section 8.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one 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 at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of 1/4 the members who are entitled to vote.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given 15 days before such meeting to each member entitled to vote, thereat by, or at the direction of the secretary or person authorized to call the meeting, by [the following three methods:](#)

- (a) [posting a copy of such notice on the Association's website,](#)
- (b) [mailing an electronic copy of such notice to Owners with email addresses,](#)
- (c) [mailing a copy of such notice via regular mail, postage prepaid, to Owners without email addresses.](#)

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.

**Section 4. Quorum.** The presence of the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the

meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of members, each member may vote 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 conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of at least three (3) but not more than nine (9) directors.

**Section 2. Term of Office.** At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association or by a majority of the Board of Directors. However, any decision or action by the Board may be overridden by 51% of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action without a Meeting.** The directors shall have the right to take any action in the absence of 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.

**ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion deem appropriate but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI  
MEETING OF  
DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** 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.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association, Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserve to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of the acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (  $1/4$  ) of the members who are entitled to vote.

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written and electronic notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessment are not paid within thirty (30) days after due date or to bring action against the personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2, Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

**Section 4. Special Appointments.** The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** 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.

**Section 6. Vacancies.** 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 replaces.

**Section 7. Multiple Officers.** The officers of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes for amounts that exceed \$500.

**Vice-President**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

(c) The secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of

the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### **ARTICLE IX COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### **ARTICLE X BOOKS AND RECORDS**

The books, records and papers of the Association shall be made available for inspection by any member within a reasonable timeframe after a request is made. Photocopies of any requested documents will be provided free of charge for the first request of up to 100 pages, and at a cost of \$0.25/page for additional requests from the same member or for pages in excess of 100 on the first request.

#### **ARTICLE XI ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated 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 thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

**ARTICLE XII  
CORPORATE  
SEAL**

The Association shall have a seal in circular form having within its circumference the words: SUMMER CREEK HOMEOWNERS ASSOCIATION, INC., a corporation not for profit - Corporate Seal.

**ARTICLE XIII  
AMENDMENTS**

Section 1. 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. Any amendment which would impair the security position of a holder of a mortgage on a lot must be approved by the holder.

Section 2. 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 Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XV  
SPECIAL SECTION**

An Environmental Enhancement Committee is hereby established. There shall be nine (9) elected members. They shall serve three (3) year staggered terms. Each year three (3) terms 'expire and three (3) members are elected. Committee members must be members of the Owners Association. Each Owner Association member may cast three votes.

The purpose of this committee is to protect, maintain and improve the natural environmental features of the common/conservation areas of the P.U.D.

The functions and responsibilities of the E.E.C. are as follows:

- a) Annually, in the appropriate season, a list of trees will be distributed to each Owner. Each Owner may select one tree and designate where it is to be planted in the common/conservation areas. The E.E.C. will purchase and plant one tree for each Owner Association member residence as selected.

b) The E.E.C. will monitor and will be the party to be notified if streams, stream banks and adjacent land areas are being littered with paper, cans, used or new motor oil, household or paint chemicals or any debris and also if erosion is taking place.

c) The E.E.C. will monitor and will be the party to be notified if trees are dying, diseased, infested or being illegally cut or removed in common/conservation areas.

d) The E.E.C. is responsible for arranging for treatment of diseased or infested trees, fertilizing and trimming to promote full growth, removal of dead trees, removal of litter/debris from streams, stream banks, conservation and common areas.

e) The E.E.C, may plant a variety of species, set aside and decorate selected areas, (such as a median or cul-de-sac) and develop a long term plan for encouraging the growth of vegetation and screening along the streams and other common/conservation areas.

f) The E.E.C. may promote the feeding and habitat of certain wildlife, such as birds, small animals and marine life in the streams.

g) The E.E.C, may develop environmental education programs, promote environmental enhancement experimentation, develop an interface with local environmental groups, perhaps for exchanging surplus saplings of one species for saplings for species of the less readily available species in the P.U.D. or conduct any project that will promote the fuller understanding, enjoyment and appreciation of the environment. If not authorized or funded herein these programs must be approved and funded by the vote of the Owners Association.

h) The guiding principle of the E.E.C. is that their task is not merely to preserve or maintain but to add to and enhance the environment and ecology of the P.U.D. along its streams, conservation and common areas. It is recognized that the act of just maintaining and preserving will in itself add immensely to the maturing attractiveness of what is there already. The enhancement part will reinforce areas where it is thin, add to the diversity and assure a continuous new growth of vegetation and wildlife. It is the intent herein to assure the P.U.D. will grow ever more attractive over time, and not leave these areas to the chance actions of a few individuals whose acts might be hampered by a lack of property authority.

i) Members of the Owners Association may plant trees in common/conservation areas at anytime to reinforce screening behind their own residence or in any other area that is not used for recreation or restricted to a specific mix of vegetation.

j) Any trees properly planted by anyone in a common/conservation area becomes property of the Owners Association and may not be removed or destroyed arbitrarily and are to be protected and preserved as described heretofore.

k) Members of the Owners Association may attach a permanent placard to limbs or trunk of a tree which they plant for the purpose of commemorating a special family occasion such as a birth, wedding, graduation, move-in date or whatever.

l) The E.E.C. Members shall report to the Owners Association Board of Directors.

#### **ARTICLE XVI MERGER OF PHASE 1-5 BYLAWS**

Section 1. Since Phases 3 and 4 of the Summer Creek subdivision were merged into Phase 2 on January 2, 1991 and recorded in the office of Alachua County Clerk of Court; and since Phases 1 & 5 were merged into Phase 2 on January 21, 2003 and recorded with Florida Department of State, Division of Corporations; and since residents of Summer Creek desire to have one and not multiple homeowner associations, this section serves as notice that the bylaws of all five phases of Summer Creek have been merged into one and now legally known as Summer Creek Homeowners Association Bylaws.

# Summer Creek Homeowners Association

4257 NW 64<sup>th</sup> Street, Gainesville, Florida 32606

[www.summertimecreekha.com](http://www.summertimecreekha.com)

## **Rules of Enforcement Procedure**

WHEREAS, the Covenants and Restriction, (C&Rs) of Summer Creek Homeowner Association, (SCHA ) and the Florida State statutes, Chapter 720 charge the Board of Directors with the powers and duties to ensure that residents who enjoy the privilege of membership in the Summer Creek Homeowners Association, also accept the responsibility of not infringing on their neighbors' rights of peaceful enjoyment, safety, and sustained property value.

NOW THEREFORE, BE IT RESOLVED, the Summer Creek Homeowner Association Board of Directors has adopted the following procedure for the Board, Property Manager, or appointed designee, or any resident to report a violation by another resident:

1. In order to begin the rules enforcement process, the resident must state **in writing** any rule violation he or she is reporting.
2. If the violation is being reported by another resident, a written report must be sent to SCHA Board of Directors at the above address.
3. The resident making the complaint must date, sign and include their address and phone number in the report.
4. The resident making the complaint must include as much information regarding the violation as possible. Information, which will assist the Board of Directors to seek compliance, should include the physical address where the violation has occurred and the dates and times of the infraction(s). If the complaint is about parking, all vehicle information is required- the make, model, color, license plate, state of registration, etc.
5. The individual making the complaint may be called to testify at the hearing if the resident requests a hearing.
6. Upon receipt of the above information, a *Friendly Notice to Correct Condition* will be posted at the residence, hand delivered or mailed to the resident who is in violation.
7. The Board or its appointed designee may also send a *Friendly Notice to Correct Condition* to a resident if a violation is discovered by the Board or its appointed designee.
8. If the condition is not corrected within seventy two (72) hours, a formal *Notice of Violation* will be sent via Certified mail.
9. The resident in violation must correct the violation within fourteen (14) days.
10. If the resident disputes the violation, they may request a hearing.
11. Hearing requests must be submitted in writing and received by the Board of Directors within ten (10) days of the date of the *Notice of Violation*.
12. If no hearing is requested, and the violation remains uncorrected beyond the fourteen (14) days, the fine stipulated on (page 2) will be applied.
13. The privacy of residents who report violations will be kept confidential *unless* the owner requests a hearing and/or their legal counsel requests the information.
14. If the violation continues or new violations occur, residents should continue to notify the SCHA Board of Directors in writing for assessment of further fines.
15. In the case of non-owner occupied properties, the resident and the owner of the property will receive copies of the *Notice of Violation* and/or fine(s) notices.

The Board of Directors encourages communication as a vehicle to promote harmony between the neighbors in Summer Creek. In any matter that causes conflict between neighbors, the Board encourages residents to speak with their neighbors first before submitting a written complaint. Many times neighbors do not realize that they are violating provisions of the C&Rs and Bylaws. The Board also encourages residents who have been contacted by their neighbor concerning a violation not to take the suggestion as a personal attack, but rather respond respectfully and civilly. We all would like to maintain or increase the value of our property and live peacefully in a neighborhood that is in compliance with state, county, and SCHA C&Rs and Bylaws.

# Summer Creek Homeowners Association

4257 NW 64<sup>th</sup> Street, Gainesville, Florida 32606

[www.summercreekha.com](http://www.summercreekha.com)

## Fine Schedule

WHEREAS, Article V, Section 5.1-5.2 of the C&Rs of the Association empower the board of Directors to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed,

WHEREAS, it is the intention of the Board of Directors to fulfill their fiduciary responsibility, the Board of Directors, using the business judgment rule, hereby adopt a Fine Schedule for violation of the governing documents.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors has adopted the following procedure and fine schedule:

The owner will be notified in writing and asked to correct the condition within fourteen (14) days of the date of the *Notice of Violation*.

In accordance with Florida State Statute, Chapter 720 and Federal Law, the Board of Directors will offer the owner an opportunity for a Hearing. If SCHA Board of Directors receives a written request for a Hearing from the owner within ten (10) days of receipt of the notice to correct the condition, no fines will be assessed until a Hearing has been offered to the owner. Hearings will be scheduled with an attempt to accommodate all parties to be attending. Hearings may be rescheduled only once. If an owner fails to appear on the date committed to by the owner, the Board may begin the fine process immediately if the violation remains uncorrected.

Should the violation not be corrected within fourteen (14) days of the date of the Friendly Notice to Correct Condition, a fine of \$50 will be assessed against the owners account.

Should the violation not be corrected within fourteen (14) days of the first fine, a second fine of \$100 will be assessed against the owners account.

Should the violation not be corrected within seven (7) days of the second fine, a fine of \$200 will be assessed against the owners account. At the same time the third fine is levied, the owner's account may be turned over to legal counsel for resolution and/or a lien may be filed against the property in question. The owner will be responsible for all legal expenses incurred by the Association for resolution of the violation and collection of the fine(s).

\_\_\_\_\_  
Daniel Ryon, President of SCHOA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Shinn, Vice President SCHOA

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF, we, being  
all of the directors of SUMMER CREEK  
HOMEOWNEKS ASSOCIATION, INC.,  
have hereunto set our hands  
this 5th day of January 1990.**

*Waldemar F. Kissel*  
.....  
*Melva D. King*  
.....  
*A. John*  
.....

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**CERTIFICATION**

**I, the undersigned, do  
hereby certify:**

**THAT I am the duly elected and acting secretary of  
SUMMERCREEK HOMOWNERS ASSOCIATION, INC, , a  
Florida Corporation, and**

**THAT the foregoing By-Laws constitute the original  
By-Laws of said Association as duly appointed at a  
meeting of the Board of Directors thereof, held on this  
5th day of January 1990.**

**IN WITNESS WHEREOF, I have hereunto subscribed my  
name and affixed the seal of said Association this 5th  
day of January 1990.**

**Secretary**

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