

Bylaws

Summerwood of Oak Creek Homeowners Association, Inc.

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EXHIBIT "B"
BY-LAWS
CERTIFIED COPY
OF

SUMMERWOOD OF OAK CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION.

The name of the corporation is Summerwood of Oak Creek Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 325 South Boulevard, Tampa, Florida 33606, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Summerwood of Oak Creek (Declaration) are hereby incorporated by reference.

ARTICLE III

MEETINGS 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 during the last quarter of the year, as established by the Board of Directors.

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 the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, as set out below.

Section 3. Notice of Meetings. The association shall give all members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. 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.

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Section 4. Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership 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 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. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. 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. Every 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.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial board of three (3) directors, consisting of Nancy Reynolds, Jason Frost and John Garrity. Thereafter the Board of Directors shall consist of a least three (3) members.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

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 in accordance with the requirements of Chapter 720 of the Florida Statutes. 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.

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~~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.~~

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 determine, 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 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.

Section 3. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot, under procedures established by the Board of Directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis 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 Meeting. 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

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(3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board. If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

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.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members.

(a) Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. 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 assessments.

(b) An assessment may not be levied at a board meeting unless a written notice of the meeting is provided to all members at least 14 days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special

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assessments will be considered or at which rules that regulate the use of parcels in the community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the property. A written notice concerning changes to the rules that regulate the use of parcels in the community must include a statement that changes to the rules regarding the use of parcels will be considered at the meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Association, by and through its Board of Directors, shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, if any, 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 Common Areas 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 sixty (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 reserved 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 Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at

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any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

(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; and
- (2) send written 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 assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.

(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. Reasonable charges 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; enter into contracts on behalf of the association in accordance with the requirements of Chapter 720 of the Florida Statutes;

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including

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maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 disqualified to serve.

Section 4. Special Appointments. The Board may elect such other 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 replaced.

Section 7. Multiple Offices. The offices of 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:

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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 sign all checks and promissory notes.

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 the 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 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; and shall prepare or have prepared 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. All checks shall require the signatures of two officers.

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.

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ARTICLE X
BOOKS AND RECORDS

Section 1. 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.

Section 2. Minutes of all meetings of members and of the Board of Directors 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. Subsequent to transfer of control of the Association to owners other than the Declarant, the Association shall retain these minutes for at least 7 years.

Section 3. Subsequent to transfer of control of the Association to owners other than the Declarant, 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 plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.
- (b) A copy of the By-Laws of the homeowner's association and of each amendment to the By-Laws.
- (c) A certified copy of the Articles of Incorporation of the homeowner's association, or other documents creating the homeowner's association, and of each amendment thereto.
- (d) A copy of the current rules of the homeowner's association.
- (e) A book or books that contain the minutes of all meetings of the homeowner's association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than 7 years.
- (f) A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers.

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(g) All current insurance policies of the homeowners' association or a copy thereof.

(h) A current copy of any management agreement, lease, or other contract to which the homeowner's association is a party for under the homeowner's association or the parcel owners have an obligation or responsibility.

(i) Accounting records for the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles, and the requirements of Chapter 720 of the Florida Statutes. 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 failure of the homeowners' association to permit inspection of its accounting records by member of their authorized representatives, entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. 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.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid

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when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by law, 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, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Summerwood of Oak Creek Homeowners Association, Inc. and within the center the word "Florida".

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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

Section 1. 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.

Section 2 All common areas serving any homeowner's association shall be available to members and their invited guests for the use intended for such common areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and

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regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

Section 3. Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A member has the right to speak for at least 3 minutes on any item, provided that the member submits a written request to speak prior to the meeting. The association may adopt written reasonable rules governing the frequency, duration and other manner of member statements, which rules must be consistent with Florida law.

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SUMMERWOOD OF OAK CREEK HOMEOWNERS ASSOCIATION, INC.

CERTIFICATION

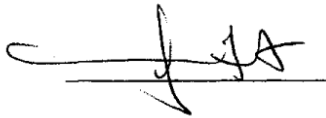
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Summerwood of Oak Creek Homeowners Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the 21st day of December, 2006.

IN WITNESS WHEREOF, the secretary of the Summerwood of Oak Creek Homeowners Association, Inc. has hereunto set his hand this 21 day of December, 2006.

Secretary

A handwritten signature in black ink, appearing to be 'J. SA', is written over a horizontal line.

SUMMERWOOD OF OAK CREEK HOMEOWNERS ASSOCIATION, INC.
Collection Policy

WHEREAS the Board of Directors of the Association has determined that a consistent and transparent collection policy will promote the recreation, health, safety, and welfare of the residents of Summerwood,

WHEREAS the Association has a vested interest in ensuring the budget that it plans each year is the budget it operates with each year.

WHEREAS the Association has a vested interest in preventing the loss of any monetary amounts within a 12-month time period; ensuring that paying owners do not subsidize the budgetary deficit of non-paying owners; and making sure that banks and corporations pay their fair share of assessments.

WHEREAS, in conjunction with the Association's Enforcement Policy, Architectural Inspections and Corrections Policy, and Specific Assessments Policy.

IT IS HEREBY DECLARED TO BE THE POLICY OF THE ASSOCIATION that:

1. Delinquent file reports will be given to the Association attorney on or before the 5th of each month and the Board wishes to have the Association attorney ensure an initial courtesy notice is sent to owners that are more than 30 days overdue on any monetary amount. The owner of the property that is behind on the obligation will be responsible for a \$25 administrative fee to bring the account into compliance.
2. The community manager shall place a stop payment on the account with the bank at 50 days, and the attorney shall send the first statutory legal letter to the owner. For the administrative processes and accounting processes, the community manager charges \$60 to the delinquent owner ledger.
3. The Board authorizes the attorney to proceed on the attorney's recommendation with all collection activities until payment is received, evidence is received, or an agreement is reached.
4. In addition to the attorneys fees and costs, additional charges the Association experiences with regard to an owner's actions or delinquency, including bankruptcy expenses, management fees for ARC/ACC non-compliance, mortgage foreclosure expenses, or any other legal or tactical expense will be charged back to the owner's account. For the purposes of legal protection, the attorney shall become the registered agent for the association and its legal service of process. All bankruptcy notices and mortgage foreclosure notices shall be immediately forwarded to the attorney for proper handling and protection of the association's interest.
5. For the purposes of expedient collection, the attorney and the Board will be given electronic access to delinquent accounts, delinquent ledgers, and delinquent reports to further the expedient collection on all files.
6. All payments will be accounted for pursuant to 720.3085, but in exchange for the deferred flat fee relationship, the Association and attorney agree that payments will be processed to reimburse the attorney's out of pocket expenses, attorney's fees, and association out-of-pocket expenses first, in that order. Should any amounts fall short of satisfying interest, late fees, fines or specific assessments, the Association authorizes and instructs the attorney to rearrange the disbursement to apply in a way that satisfies assessments fully and make any waivers or write offs necessary to fines, late fees, interest, or other amounts.
7. All communications on a delinquent account should be in writing and sent or forwarded to collections@frazierbowles.com. To protect the Association under the fair debt laws, Association members and agents are not allowed to discuss delinquent accounts or delinquency information with owners.
8. The Board may implement specific assessment schedules, fining schedules, payment schedules for its agents to enforce, and the Board grants the attorney the discretion to receive and oversee the settlement of fines, interest, late fees, and other charges, as recommended.

9. Under the Association's current Enforcement Policy, upon Imposition Letter, the file is placed in this collection process. Under the Association's Architectural Inspection and Correction Policy, upon failure to correct, the file will also be placed into the collection process for collection of fines and specific assessments.

10. Due to tight court and legal deadlines, all account records from the records custodian (requests, ledgers, reports, etc.) need to be provided to the attorney within 48 hours of a request.

11. In the last quarter of every year, or any other time as deemed necessary, the attorney will provide budgetary numbers for the Association's estimations of bad debt, anticipated revenue, and anticipated costs, and the corresponding processes that such is attributable to for the Association to better budget. Pursuant to this collection policy and the Association's collection relationship with the attorney, this budgeting information, research, estimations, and projections will be free of charge to the Association.

In conjunction with the updated Enforcement Policy and the updated ARC Inspections & Corrections Policy, the Association has also updated its Collection Policy and Procedures at a Board Meeting in accordance with the authority hereinabove expressed this 10th day of September 2020.

**Summerwood of Oak Creek Homeowners
Association, Inc.**

By: Koko Miller
President
Print Name: koko miller

By: 
Secretary
Print Name: _____

**MAINTENANCE AGREEMENT BETWEEN
PARKWAY COMMUNITY DEVELOPMENT DISTRICT
AND SUMMERWOOD OF OAK CREEK HOMEOWNERS' ASSOCIATION, INC.**

This Maintenance Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, by and between PARKWAY COMMUNITY DEVELOPMENT DISTRICT, a community development district within the State of Florida (hereinafter the "CDD") and SUMMERWOOD OF OAK CREEK HOMEOWNERS' ASSOCIATION, INC., a not for profit Florida corporation, its successors and assigns (hereinafter the "ASSOCIATION").

RECITALS

A. WHEREAS, the CDD has jurisdiction over and maintains (i) Parcel 1A, (ii) Parcel 1B, (iii) Parcel 2, (iv) Parcel 5, (v) Parcel 6, as reflected in Hillsborough County Plats at (i) PB 108, PG 281, (ii) PB 112 PG 262, (iii) PB 115 PG 158; (iv) PG 85, PG 22-1, and (v) PB 126, PG 21, respectively, including basic common area, lakes and ponds maintenance.

B. WHEREAS the ASSOCIATION is currently responsible for maintaining Parcel 7 in a similar manner, Hillsborough County PB 129 PG 56, and Taylor Morrison seeks the Association accept the deed to Parcel 9, PB 131 PG 95, to maintain it similarly.

C. WHEREAS, over 504 residents are impacted by this. Currently, 504 residents (which is more than 80% of the entire Summerwood HOA) reside in both the CDD and the Association (herein "HOA/CDD Residents") and thus pay for the maintenance of all parcels set forth in A and B, above.

D. WHEREAS, the CDD and the ASSOCIATION, understand that this creates an inequitable situation that leads to the HOA/CDD Residents paying more than their pro rata share of the common area maintenance for the parcels set forth in B, above.

E. WHEREAS, the CDD and the ASSOCIATION, understand that this can be remedied by the entry into the instant agreement; the cost of which to the ASSOCIATION can be specifically assessed to those residents benefiting from Parcel 7 and 9;

F. WHEREAS, the CDD and the ASSOCIATION are desirous of entering into the Agreement to prevent the double payment of the 504 HOA/CDD Residents for all parcels set forth in B, above.

G. WHEREAS, the CDD agrees to include Parcels 7 and 9 into their landscaping duty pursuant to the terms and conditions set out herein; and

NOW, THEREFORE, in consideration of the mutual benefits to flow each to the other, the parties agree:

1. That the CDD will maintain the common areas in Parcels 7 and 9, including landscaping and pond maintenance.

2. That the CDD will bill the cost of the maintenance of Parcels 7 and 9 to the ASSOCIATION, to be assessed to the Association members whose lots abut those parcels.

3. The ASSOCIATION, its successors and assigns, shall indemnify, defend, protect, and hold the CDD, its officer, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, or death or injury to any person or damage to any property whatsoever, arising out of or resulting from, either directly or indirectly, the management or maintenance of the parcels 7 and 9, pursuant to the terms of this Agreement, and/or the negligent acts of the CDD, its employees, members or agents in carrying out the responsibilities under this Agreement; provided however, that the ASSOCIATION shall not be obligated to indemnify the CDD with respect to any such claims or damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the CDD vendors, officers, agents, or employees. Nothing herein shall constitute or be construed as a waiver of the District's limitation on liability contained in Section 768.28 Florida Statutes, or other statute or law.

4. This Agreement shall become effective on the date first written above and shall continue in full force and effect for a period of one (1) year from such date, unless terminated earlier in accordance with Paragraph six (6), below. The Agreement shall thereafter automatically renew for additional one (1) year periods.

5. This Agreement may be terminated under the following conditions:

A. By either party, upon sixty (60) calendar days written notice to the other party.

6. All notices required or permitted under this Agreement shall be given to the parties by certified mail, return-receipt requested, hand-delivery, or express courier, and shall be effective upon receipt.

7. Notice shall be sent to the parties at the address set forth below:

Notice to CDD:

Parkway Community Development District
c/o Scott Steady
Burr & Forman, LLP
201 N. Franklin St., Suite #3200
Tampa, Florida 33602

Notice to ASSOCIATION:

Summerwood of Oak Creek Homeowners' Association, Inc.
c/o Nathan Frazier
202 S. Rome Ave., Suite 125

Tampa, Florida 33606

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other party of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such instance, the remainder shall then continue to conform to the terms and requirements of applicable law.

9. Amendments to the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

10. The term of this Agreement shall commence upon final execution by both parties.

12. The ASSOCIATION hereby states that in accordance with Association governing documents and governing statutes and law, the Association has the authority to enter into this Agreement.

13. The CDD, hereby states that in accordance with CDD governing documents, and governing statutes and law, the CDD has the authority to enter into this Agreement.

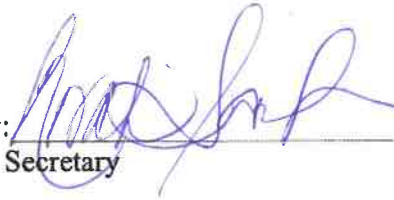
14. All documents associated with this Agreement are public records pursuant to Section 119.0701, Florida Statutes

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

[signature page to follow]

ATTEST:

**SUMMERWOOD OF OAK CREEK
HOMEOWNERS' ASSOCIATION, INC.
a not for profit Florida Corporation**

By: 
Secretary

By: 
President

This ____ day of _____, 2020.

**PARKWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Secretary

By: 
Chairman

This 3rd day of September, 2020.

**ARCHITECTURAL MODIFICATION, SUBMISSION, INSPECTION, AND
CORRECTION POLICY FOR SUMMERWOOD OF OAK CREEK**

WHEREAS, the Summerwood of Oak Creek Homeowners Association, Inc. ("Association") has on record its Declaration of Covenants, Conditions and Restrictions for Summerwood of Oak Creek for the community ("Declaration"), executed on 21st Day of December 2006, in the Official Records Book 17272, Page 1600, in the Public Records of Hillsborough County, Florida; and

WHEREAS, the Association has the responsibility under Article VI of the Declaration, to establish guidelines regarding Design Standards and the overall process regarding Architectural Modification Approval procedures; and

WHEREAS, pursuant to Declaration Section 3 of Article VI of the Declaration for the Association to impose a reasonable fee for applications to the ARC; and

WHEREAS, pursuant to Section 3 of Article VI of the Declaration no change to the exterior of a home shall be erected or maintained without approval of the Association through the appropriate committees and/or authorized entities on behalf of the Association; and

WHEREAS, many properties and have conducted exterior changes in which the Association has an interest to confirm compliance with the submitted Architectural Change Forms ("ARC Application"), Association's Design Standards and other rules and regulations of the Association; and

WHEREAS, the purposes of the resolution are to address all exterior modifications to Lots that did not receive approval from the Association through an ARC application process and to outline the process in which follow-up inspections can take place to confirm proposed exterior changes are in compliance and will continue to be maintained in compliance with the Association's Design Standards.

NOW, THEREFORE BE IT RESOLVED that:

1. All exterior modifications to any Lot require an ARC application, and the Board of Directors may from time to time charge a reasonable fee for all ARC applications pursuant to Article VI, Section 3, of the Declaration.
2. The Association, by executed addendum to the management contract authorizes the management company to conduct inspections or re-inspections once every thirty days of all exterior changes to Lots which have received approval for modifications for the purpose of ensuring full compliance with the approved applications submitted by the owner for an exterior change. The inspections or re-inspections will also identify all exterior changes made by owners or residents in which the owner or resident failed to submit an ARC Application.

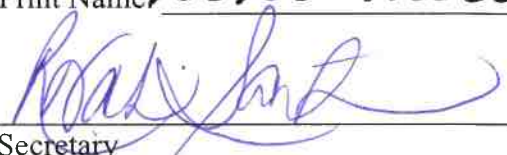
3. **Non-Compliance with Submitted ARC Application:** In the event the Association discovers a modification that does not fully comply with a submitted and approved ARC application, the following process shall take place: (a) Initial Notice of the compliance and demand for remedy, and (b) then followed in thirty (30) days with a noticed enforcement action as outlined under paragraph "5" of this resolution. All fees and costs for failure to properly comply with an ARC Application Approval may be charged back to the owner. Depending on the nature of compliance issue, the Association may permit a reasonable extension of time beyond thirty (30) days for the owner to correct the issue. Failure to complete the appropriate modification in the permitted time period will result in enforcement and collection. *See Enforcement Policy and Collection Policy.*
4. **Exterior Modification with No ARC Application:** In the event the Association discovers a modification in which no ARC Application submission was supplied or approval was denied, the Association will proceed immediately to enforcement action, including but not limited to fines, abatement, and specific assessments. The Board of Directors may determine a strict violation amount to charge as a Specific Assessment or put together a Specific Assessment Schedule. All fees and costs will be charged to the homeowner as specific assessments and will be collected in the manner of all other assessments. *See Enforcement Policy and Collection Policy*

In conjunction with the updated Enforcement Policy, the Association has also updated its ARC inspections and procedures at a Board Meeting in accordance with the authority hereinabove expressed this 10th day of September 2020.

Summerwood of Oak Creek Homeowners Association, Inc.

By: Koko Miller
President

Print Name: koko miller

By: 
Secretary

Print Name: _____

SUMMERWOOD OF OAK CREEK HOMEOWNERS ASSOCIATION, INC.
Enforcement, Guidelines and Schedule of Fines

WHEREAS, Florida Statute Chapter 720 and the Association's Declaration provide the Association with the power to levy reasonable fines of up to \$50 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association;

WHEREAS, the Board interprets a single violation as a violation type that exists on any given day under Section 1 of Article VIII of the Declaration, and if the same violation remains the next day it shall be a new violation under that type, but that specific violation cannot exceed the statutory aggregate default cap of \$1,000 in a single violation imposition process; and

WHEREAS, the Exhibits of this document shall include further details on the violations, schedule, and policies associated with fining and violation enforcement; and

WHEREAS, Florida Statute Chapter 720 and the Association's Declaration further provide that a fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee; and

NOW, THEREFORE, LET IT BE RESOLVED THAT an Enforcement Committee ("Committee") shall consist of three (3) members of the Association, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

BE IT FURTHER RESOLVED THAT the following Guidelines and Schedule of Fines will be adopted and adhered to:

1. In the event of a violation of the Association's Governing Documents or Rules and Regulations, the Association may levy a fine per occurrence or per day against the member. The Association may decide to send a 10-day or 14-day courtesy reminder prior to moving forward with a notice of hearing in front of the Enforcement Committee.
2. No fines for any given violation may be imposed or collection without the owner being given 14 days' notice of his opportunity to be heard before the Enforcement Committee.
3. The Association may charge the greater of a \$25 administrative fee, or any contracted fees, or the actual fees and costs the Member caused the Association to incur for the notices or for the fining process. These charges may be added to the Member's account ledger as Specific Assessments upon Imposition. During the enforcement process, all

attorneys' fees and costs will be Specific Assessments placed on the Member's account that will be due when incurred by the Association.

4. In the interest of avoiding multiple hearings on the same fine and unnecessary and wasteful expenditure of resources and time, the Association may collectively send a violation type or multiple violation types in a single 14 day notice. However, at no time may a single violation type or multiple instances of a single violation type of the same violation individually exceed a \$1,000 fine or 20 incidents/occurrences before being given hearing notice before the Enforcement Committee that the Association is seeking to impose and collect said fines.

For example, an owner may receive a fine of \$50, 20 times for a screened garage door (\$1,000), and may also receive a fine of \$50, 20 times for a boarded up window (\$1,000), and may also receive a fine of \$50, 20 times for a second boarded up window (\$1,000). But an owner may not receive a \$50 fine, 30 times for the same window (\$1,500).

5. At any hearing, the Member shall have three to five minutes (or such designated time as the Enforcement Committee determines appropriate for the matter) to bring and produce original proof or evidence showing the fine does not belong to him or prove compliance with the provisions of the governing documents as to the alleged charge.

Owner Tip: Please bring photos, time-stamps, writings, invoices, bids, documents, etc., to the Hearing (i.e., more than just oral self-testimony, oral evidence or hearsay evidence).

6. The Enforcement Committee shall not engage in discussions of what the governing documents should or should not say, but rather shall determine whether the Member has proven compliance with the existing provisions of the governing documents.

Important Point: (i) the levying/imposing/paying of a fine on a Member and (ii) a Member complying with the governing documents, are separate obligations.

For Example

- A Member receives a violation letter on Day 1.
- Letter gives Member to Day 30 to correct the violation.
- Member requests a Hearing on Day 60.

The owner must still comply and correct the violation on or before Day 30. The Enforcement Committee meeting on Day 60 does not extend the timeframe for compliance. A \$50 fine is levied each day after the time period for correction lapses (i.e., Day 31). The correction of the violation must be made by the date in the letter to avoid the \$50 fine being levied, the due date for correction is not the date of the hearing.

7. At the Hearing, upon the expiration of the Member's time for presentation of evidence/proof, the Enforcement Committee will evaluate the proof the Member provides and make a Motion and take a Majority Vote that either: (i) confirms that Member's evidence proved that Member was in compliance or (ii) confirms the Member's evidence was not sufficient and that Member was not in compliance before the time frame in the courtesy letter expired.
8. The Enforcement Committee's jurisdiction shall not include the amount of the fine, waiving the fine, lowering the fine, increasing the fine, providing an extension to comply, granting a payment plan, or reducing amounts owed. By law, all of those decisions MUST be made by the Board of Directors, or as delegated authority, to the Association's attorney. The Enforcement Committee's jurisdiction is limited to looking at the evidence presented by the Member and confirming it falls short of the provision in the governing documents before the time frame expired or it does not fall short.
9. If the Enforcement Committee finds that the Member was not in compliance, the Association's Attorney will provide Imposition Notice and date of due payment.
10. Should the Member seek post-compliance, relief, extension, or a plan for payment, the Member can propose to the Board of Directors: to (1) pay a portion of the fine, (2) show original proof (i.e., photo) that compliance has been achieved, and (3) in addition to any other requirements the Board of Directors may require: in order to gain a Temporary Suspension of the remainder of the Imposed Fine (not included in the payment in (1) above). The Board may approve, deny, or counter the Settlement Suspension Proposal. At the End of the Temporary Suspension Period (i.e., 6-12 months, etc.), the Remainder of the Proposed Fine will be forgiven and fall off of the Member's account.
11. Counsel for the Association may waive, reduce, or suspend the fine if it is deemed to be in the best interests of the Association to do so.
12. Payment of any and all fees and costs incurred by the Association will be the responsibility of the Member.

APPROVED: Koko Miller

koko miller

President

[Signature]

Secretary

23 OCT 20

Date

This Fining Policy was updated by the Board of Directors at a Legal Executive Meeting on September 3, 2020 and Ratified at an Open Meeting on September 10, 2020.

EXHIBIT "A"

SUMMERWOOD OF OAK CREEK HOA INSPECTION PRIORITY AND DETAILED DESCRIPTION OF CERTAIN VIOLATIONS

MAINTENANCE REQUIREMENTS

1. Landscaping - Mowing, edging, fertilizing, weeding lawns, replacing lawn, trimming/pruning shrubs, trees, hedges, removing dead trees and replacing, no hedges or shrubs shall exceed 8 feet. Remove weeds from Plant Bed, replace mulch in Plant Beds, etc.
2. Exterior - Repair, replace and maintain roofs, gutters, downspouts, sidewalks, fencing, exterior resident surfaces, windows, doors, to include patching, and painting. Pressure wash driveway, sidewalk, fencing and house exterior to remove mold, mildew and dirt.
3. Trash - Except for curbside collection and disposal, no rubbish, trash, garbage, or other waste material may be kept, stored or permitted outside of residence except if maintained in a sanitary container completely concealed from view. No trash containers should be placed at curbside for pickup more than 24 hours prior to scheduled pickup.

RESTRICTIONS

1. Signs - No signs in yard except "For Sale or Lease" not to exceed 4ft by 4ft or a 1ft by 1ft sign with Residence Name.
2. Animals - No Animals can be raised or bred within residence home for commercial sale. dogs, cats and other household pets are allowed. Pets **MUST** be on a leash outside residence or kept within an approved fence.
3. Appurtenances - No porch, deck, patio, fence, screened enclosure, or other attached/detached shall be constructed without the prior **Approval** of the **ARC**. Fence can be no more than 6ft height, no chain link fence and wood fence must not be painted or stained. Fence by retention ponds, conservation, preservation or natural area shall not exceed 4ft height beginning at the rear of the residence and shall not be permitted if likely to unreasonably block view of adjacent residence. No above ground swimming pools, free-standing storage sheds, screening of front porches or garages.
4. Storage - No trailer, watercraft, machinery, equipment, RV, commercial vehicle, or vehicle displaying commercial signage shall be stored in view of the street. Permitted vehicles {licensed passenger vehicles or van may be parked in driveways. All disabled vehicles must be stored in garage and not visible from the street.

EXHIBIT “B”

OPPORTUNITIES TO CURE (i.e.: GENERAL VIOLATION HOLDS)

Time to cure a violation, also known as a hold or extension for violation enforcement, shall only be granted in an effort to obtain compliance from an owner. For example, if a homeowner needed to fill out an ARC request in order to cure a violation a reasonable extension may be given for the owner to submit the necessary paperwork as long as the alteration is in compliance. A general overview of the periods of time to cure is shown below, but a broken down schedule based on violation type can be found under Exhibit “C”:

- 1) **14 Day:** Violations including but not limited to **Garbage Cans/Recycle bins and Parking Violations** may be given an opportunity to cure from the initial notice not to exceed 14 days, unless otherwise stated within this policy or as indicated under Paragraph 4 of this Exhibit.
- 2) **30 Day:** Violations such as **Cleaning and Pressure Washing Exteriors and Lawn Maintenance** may be given a 30-day extension or hold only for the purpose of the owner being given time to bring the matter into compliance. The file is noted when this hold is granted and will be escalated if the violation is not corrected.
- 3) **60 Day:** Violations similar to **Painting, ARC/ACC Requests** may be given a 60 day extension or hold only for the purpose of the owner being given time to bring the matter into compliance and only under extenuating circumstances that prevent a more timely resolution. The file is noted when this hold is granted and will be escalated if the violation is not corrected, and only granted with supervisory or manager approval for the purpose of obtaining compliance.
- 4) **More than 60 Days:** **No specific violations fall here**, this extension can only be given under rare and extenuating circumstances, and only with the approval from the Community Association Manager and the Board’s consent.

EXHIBIT "C"

SUMMERWOOD OF OAK CREEK HOMEOWNERS ASSOCIATION, INC. Covenant Violation Fining and Cure Schedule

The minimum fine for any violation shall be \$50. If a violation is assigned a per-day or per-occurrence fine, the fine shall accrue \$50 per day or per occurrence for up to a maximum of \$1,000.

<u>Violation Types</u>	<u>Reasonable Opportunity to Cure</u>
Noise Disturbance	Within 14 days
Clean Mailbox	Within 14 days
Clean Wall or Fence	Within 14 days
Commercial Vehicle	Within 14 days
Commercial Operation	Within 14 days
Commercial Signage	Within 14 days
Pet Off its Leash	Within 14 days
Pet Waste	Within 14 days
Debris on a Lawn	Within 14 days
Unauthorized Vehicle	Within 14 days
Pet Nuisance	Within 14 days
Trashcan in View	Within 14 days
Holiday Decorations	Within 14 days
Illegal, Noxious, or Offensive Activity, Odors, or Noises	Within 14 days
Parking on Lawn	Within 14 days
Vehicle Blocking Sidewalk	Within 14 days
Parking Violation	Within 14 days

Sports Equipment in View When Not in Use	Within 14 days
Unauthorized Vehicle Parked Outside Garage	Within 14 days
All Other Violations Not Listed	Within 14 days
General Lawn Maintenance	Within 30 days
Clean Exterior of Home	Within 30 days
Repaired Damaged Wall or Fence	Within 30 days
Oil Stains on Driveway	Within 30 days
Dead Plants, Trees, and/or Shrubs	Within 30 days
Tree Obstructing Easement	Within 30 days
Overgrown Trees Needing Trimming	Within 30 days
Weeds in Cracks of Driveway and Flowerbed	Within 30 days
Hedge Exceeds Height	Within 30 days
Above Ground Pool	Within 60 days
Unapproved Structure (Temp or Perm)	Within 60 days
Improper Placement of Fence	Within 60 days
Improper Fence	Within 60 days
Improper Mailbox	Within 60 days