

**AMENDED BYLAWS OF  
PLYMOUTH CREEK ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
IDENTITY AND LOCATION**

These are the approved and Amended Bylaws of PLYMOUTH CREEK ESTATES HOMEOWNERS ASSOCIATION, INC., herein called the Association, which is formed as a not-for profit corporation in the State of Florida and governed by Chapter 720 Florida Statutes and all other relevant statutory sections contained under Florida Law pertaining to homeowners' associations. The Association is formed for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions of Plymouth Creek Estates Subdivision (the Declaration). The principal office of the Association shall be located at PO Box 424 Sorrento, FL 32776 and/or as Designated by the Board of Directors, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II  
GENERAL PROVISIONS**

**Section 1. Incorporation of Declaration.** As supplemented herein, the regulation of the affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are hereby incorporated by reference as if fully set forth herein.

**Section 2. Definitions.** The definitions set out in the Declaration are incorporated herein by reference.

**ARTICLE III  
ASSOCIATION PURPOSES AND POWERS**

**Section 1. Association's Purposes.** The Association has been organized for the purposes set forth in the Declaration and subsequent amendments, including, without limitation, the following: to own, operate, maintain and convey the Common Property, access road and to operate and maintain Areas of Common Responsibility, including but not limited to the Surface Water Management Facilities and any personal property owned by the Association; to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility; to provide and hire any contractors or third parties in order to maintain common areas, retention ponds and lakes, the entrance and utilities belonging to the Association; to enforce any and all covenants and agreements contained in the Declaration; to impose assessments (i.e. past dues, violations, fees as needed to be levied against the Lots in the Property); and to file taxes and pay insurance, make adjustments on HOA dues in accordance to costs and other HOA

related expenses if any, on the Common Property.

**Section 2. Records of the Association.** The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association: copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility; i.e. community inventory, equipment, a copy of the current By-Laws, a copy of the Articles of Incorporation of the Association, annual reports and amendments to the articles thereto; a copy of the Declaration and each amendment thereto; a copy of the current rules of the Association if any; 2 years of the agendas and minute meetings; all of the Association's insurance policies or copies thereof; a current copy of all contracts to which the Association is a party, including, without limitation, lease, or other contract under which the Association has any obligation or responsibility; written or implied.

In addition, the Association shall maintain the financial and accounting records of the Association for a period of at least seven (7) years and shall be kept according to good accounting practices. The financial and accounting records shall include:

1. accurate, itemized, and detailed records of all receipts and expenditures;
2. a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charge, the date and amount of each payment on the account, and the balance due;
3. all tax returns, financial statements, and financial reports of the Association; and
4. any other records that identify, measure, record, or communicate financial information.

**Section 3. Inspection of Records.** The official records of the Association shall be maintained by the President, Secretary, and Treasurer within the community or secured temp control storage facility if the records are too voluminous and must be open to inspection and available for photocopying by Homeowners of the community or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the community.

#### **ARTICLE IV** **HOMEOWNERS MEETINGS**

**Section 1. Annual Homeowners Meeting.** All Annual Homeowners Meetings shall be held promptly and without delay each September 15<sup>th</sup> of every year. In the event that September 15<sup>th</sup> is a legal holiday or weekend, such meeting shall be held on the following business day after the 15<sup>th</sup>. Business transacted at the Annual Meeting shall include the election of Board of Directors of the Association, approval of annual budget

and election of officers of the Board of Directors of the Association (President, Vice-President, Secretary and Treasurer).

**Section 2. Special Meeting of Homeowners.** Special meetings of the Homeowners may be called at any time by the President or Vice-President, or by agreement of the majority of the Board of Directors, or by written request of  $\frac{1}{4}$  one-fourth of all Homeowners of the Association, or as allowed under Chapter 720 Florida Statutes.

**Section 3. Notice of Meeting of Homeowners.** Written notice of each meeting of the Homeowners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 business days before such meeting to each Homeowner entitled to vote there at, addressed to the Homeowner's address last appearing on the records of the Association, or supplied by such Homeowner for the purpose of notice. 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. An assessment may not be levied at a Board Meeting unless the notice of the meeting includes a statement that assessments will be considered and specifying the nature thereof.

**Section 4. Quorum for Homeowners Meetings.** The presence at the meeting of Homeowners entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. In the event that a quorum is not constituted the meeting shall be adjourned.

**Section 5. Proxies.** At all Annual Meetings of Homeowners and Special Meetings (if voting on certain issues is being voted by the community at large), each Homeowner may vote in person or by proxy. All proxies shall be in writing and in a sealed envelope and mailed to the Association or presented in such sealed envelope at the Homeowners meeting with sufficient identifying information to confirm the identity of the person that has executed the proxy (including full name, phone and address). Blank proxies or proxies that are not in a sealed envelope shall not be counted. Duplicate votes shall not be counted (i.e. vote in person and vote by that same person by proxy, each lot is entitled to one vote).

## **ARTICLE V** **BOARD OF DIRECTORS**

**Section 1. Terms of Office.** The affairs of the Association shall be managed by a Board of Directors consisting of three (3), five (5) or seven (7) members, or determined by the Board of Directors. Directors from the Board shall serve 1 year unless a director is removed for cause or alternatively resigns in writing and presents such resignation to the Board. A Board member shall only be able to serve consecutively up to 6 terms (6 years), but may run for additional terms in the event there are vacancies on the Board or there are not enough Homeowners that volunteer prior to the Annual Meeting to run

for the Board.

**Section 2. Vacancies in the Board of Directors.** Vacancies in the Board of Directors shall be filled by a majority vote of the remaining Board at a properly noticed and constituted Board Meeting and shall take volunteers into consideration to fill such vacancy for the remaining term of the person he/she is filling the vacancy for.

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

**Section 1. Board of Directors' Powers.** The Board of Directors shall have power: to call special meetings of the Board; to establish, levy and assess, and collect assessments or charges in accordance with the Declaration; to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility; to exercise for the Association all powers, duties and authority vested in or delegated to the Association by Chapter 720 Florida Statutes; to appoint an advisory committee to give recommendations to the board; oversee independent contractors, or such other professional services as they deem necessary, and to prescribe their duties; and to take such other action as provided in the Declaration.

**Section 2. Board of Directors' Duties.** It shall be the duty of the Board of Directors to keep a complete record of all its acts and corporate affairs and to present a statement thereof to the homeowners at the Annual Meeting of the Homeowners or at any special meeting when such statement is requested in writing by at least one-fourth (1/4) of the Homeowners who are entitled to vote; supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; as more fully provided in the Declaration, to establish and/or adjust the amount of the annual assessment against each Lot based on the needs of the community and legal obligations; send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same; cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate; cause the Common Property, Areas of Common Responsibility, and the Master Surface Water Management System for the Property, to be maintained; to prepare the annual budget in accordance with the Declaration; to prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association; and to send written notice of each assessment to each Owner as provided in the Declaration.

**Section 3. Resignation.** A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. All association records in his or her possession must be returned within 72 hours of the

effective date of resignation.

**Section 5. Reimbursement for Costs Incurred to Directors.** The Directors shall receive no compensation for their position or for their service. However, Directors shall be able to be reimbursed for approved, reasonable and customary expenses that he or she has paid from their own funds for the benefit of the Board. Any expenses greater than \$100 shall only be reimbursed by approval from the Board.

## **ARTICLE VII** **DIRECTORS' MEETINGS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority 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 10 days' notice shall be provided by posting in the Community Sign with the Agenda for the meeting or notice as required by Chapter 720 Florida Statutes.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice (not to include weekend or a legal holiday) to each Director, except in the event of a single Director, in which case such Director can take such action deemed necessary and appropriate by such Director's sole consent. Agendas shall be provided in advance of said meeting upon calling the meeting.

**Section 3. Board Quorum and Voting.** The Majority of the Board of Directors shall constitute a quorum thereof. 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 a valid and enforceable act of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

## **ARTICLE VIII** **OFFICERS**

**Section 1. Association Officers.** The Officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers shall be members of the Board of Directors. Each officer shall be a homeowner of the community.

**Section 2. Election of Officers.** All officers shall be elected at each annual Homeowners meeting by the newly constituted Board.

**Section 3. Removal of Officer.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed. If that Officer has violated any criminal law or fiduciary duty to the community and or the Board, that will

also constitute a removal as Board Member from the HOA Board.

**Section 4     Duties.** The duties of the officers are as follows:

President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

Vice President. 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 or her by the Board or the President.

Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Homeowners; 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 Homeowners; keep appropriate current records showing the Homeowners of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer. 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; cause an annual audit of the Association books to be made each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. In the event the President and Vice President are not present, the Treasurer shall conduct the meetings.

## **ARTICLE IX** **LIABILITY AND INDEMNIFICATION**

**Section 1.     Liability of Board Homeowners.** No Board Member or Officer of the Association shall be liable to any Homeowner for any decision, action or omission made or performed by such Board Member or Officer in the course of his or her duties unless such Board Member or Officer acted in bad faith or was negligent of the rights of any person or of the terms of the Declaration or these Bylaws.

**Section 2.     Indemnification.** To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, Officers, employees, agents and other persons specifically designated from time to time by the

Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

## **ARTICLE X** **INSURANCE**

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

## **ARTICLE XI** **AMENDMENTS TO THE BYLAWS**

These Bylaws may be amended by the majority vote at a regular Board Meeting. Such meeting shall be properly noticed and the agenda should note that Amendments to the Bylaws will be addressed.

## **ARTICLE XII** **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Homeowner. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Homeowner at the principal office of the Association or through the Association's website.

## **ARTICLE XII** **ASSESSMENTS**

As more fully provided in the Declaration, each Homeowner is obligated to pay to the Association annual HOA dues, special and individual assessments, and common improvements which are secured by a lien upon the property against which the assessment is made (i.e. failure to pay dues, incurred attorney fees due to violations or any wrongdoing or enforcement efforts against such homeowner)

## **ARTICLE XIII** **GENERAL**

**Section 1. Conflicts.** It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these Bylaws which are not contained in the Declaration, shall operate as the Bylaws of the Association. In the case of any conflict between such provisions set forth in the

Declaration and these Bylaws, the Declaration shall control.

**Section 2. Severability.** The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

**Section 3. Captions.** Captions are inserted herein only as a matter of convenience and for reference only.

**Section 4. Gender and Number.** All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

**Section 5. Decorum and Conduct at Meetings.** All meetings shall be conducted in accordance with Roberts Rules of Orders. All attendees and the Board are expected to act professionally and in a respectful and non-hostile manner at all times. The Board shall provide a summary of the meeting rules prior to each meeting as a reminder.

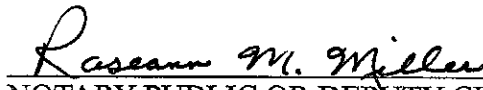
**Section 6. Fiscal Year.** The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.

**IN WITNESS WHEREOF, the Board of Directors of the Plymouth Creek Estates Homeowners Association have unanimously adopted these Amended Bylaws on May 2, 2024 at a Regular Meeting of the Board of Directors.**

  
\_\_\_\_\_  
President/Board Member

STATE OF Florida ) ss.  
Lake COUNTY )

The foregoing was acknowledged before me this July 10, 2024, by Jonathan A. Torres (President of Plymouth Creek Estates HOA), who is personally known to me or who produced identification in the form of Florida Driver's License.

  
\_\_\_\_\_  
NOTARY PUBLIC OR DEPUTY CLERK

\_\_\_\_\_  
Print, type, or stamp commissioned name of  
notary or deputy clerk



Roseann M. Miller  
Notary Public  
State of Florida  
Comm# HH123158  
Expires 4/27/2025

Cheryl Higgins  
Vice President/Board Member

STATE OF FLORIDA ) ss.  
LAKE COUNTY )

The foregoing was acknowledged before me this July 9, 2024, by Cheryl Higgins (Vice President of Plymouth Creek Estates HOA), who is personally known to me or who produced identification in the form of Florida Driver's License.

Roseann M. Miller  
NOTARY PUBLIC OR DEPUTY CLERK

Print, type, or stamp commissioned name of  
notary or deputy clerk

Virginia Bentley  
Secretary/Board Member



Roseann M. Miller  
Notary Public  
State of Florida  
Comm# HH123158  
Expires 4/27/2025

STATE OF Florida ) ss.  
LAKE COUNTY )

The foregoing was acknowledged before me this July 10, 2024, by Ginny Bentley (Secretary of Plymouth Creek Estates HOA), who is personally known to me or who produced identification in the form of Florida Driver's License.

Roseann M. Miller  
NOTARY PUBLIC OR DEPUTY CLERK

Print, type, or stamp commissioned name of  
notary or deputy clerk



Roseann M. Miller  
Notary Public  
State of Florida  
Comm# HH123158  
Expires 4/27/2025

Roseanne Miller  
Treasurer/Board Member

STATE OF Florida ) ss.  
Lake COUNTY )

The foregoing was acknowledged before me this July 11, 2024, by Roseanne Miller (Treasurer of Plymouth Creek Estates HOA), who is personally known to me or who produced identification in the form of Florida Driver's License.



Kari Gray  
NOTARY PUBLIC OR DEPUTY CLERK

Kari Gray  
Print, type, or stamp commissioned name of  
notary or deputy clerk

Elisa Lugo  
Board Member

STATE OF Florida ) ss.  
Lake COUNTY )

The foregoing was acknowledged before me this July 11, 2024, by Elisa Lugo (Board Member of Plymouth Creek Estates HOA), who is personally known to me or who produced identification in the form of Florida Driver's License.

Roseann M. Miller  
NOTARY PUBLIC OR DEPUTY CLERK



Roseann M. Miller  
Notary Public  
State of Florida  
Comm# HH123158  
Expires 4/27/2025

Roseann M. Miller  
Print, type, or stamp commissioned name of  
notary or deputy clerk