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**SECOND AMENDED BY-LAWS OF  
MARSH CREEK HOMEOWNER'S ASSOCIATION, INC.**  
*(Rental Restricted Community)*

A Corporation not for profit under the laws of the State of Florida

**ARTICLE I – IDENTITY**

These are the fully and completely Amended and Restated By-Laws of the MARSH CREEK HOMEOWNER'S ASSOCIATION, INC., hereafter called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on the 15th day of June 1983 as thereafter amended. The Association has been organized for the purpose of owning and operation of certain lands and personal property located in Jacksonville, Duval County, Florida, which lands and personal property are to be used in common by the members of the Marsh Creek Homeowner's Association, Inc., which members shall be property owners at Marsh Creek. Such operation by the Association shall include the management of Marsh Creek in keeping with the terms and conditions as set forth in the "Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marsh Creek," and the enforcement of such covenants, conditions and restrictions.

A. **The Office** of the Association shall be at **P.O. Box 15003, Jacksonville, Florida, 32239** (unless and until changed).

B. **The fiscal year** of the Association shall be the calendar year.

C. **The seal** of the Association shall bear the name of the corporation, the word "Florida," the words, "Corporation not for profit," the year of incorporation, an impression of which is as follows:

**ARTICLE II – DEFINITIONS**

The definitions of all terms contained herein shall be the same definitions set forth in Article I of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Marsh Creek Homeowners' Association, Inc., as recorded in the public records of Duval County, Florida (hereinafter referred to as the "Declaration"), and as may be amended from time to time.

**ARTICLE III – MEMBERS' MEETINGS**

A. **Notice and Location of Annual Members' Meeting.** The annual members' meeting shall be held at such location, which shall be determined by the availability of venues, and shall be designated in the Notice of Meeting, on the 2nd Tuesday in January of each year for the purpose of electing directors and transacting business authorized to be transacted by the members; provided, however that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday or on such other day as the Board of Directors may reasonably prescribe. The Association may only conduct that business and address those matters that were stated in the notice of the annual meeting.

B. **Special Members' Meetings.** Special members' meetings shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request of one-fourth (1/4) of the Owners entitled to vote. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

C. **Notice and Meetings.** Written notice of each meeting of the Members 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 or hand-delivered, at least fourteen (14) days before such meeting to each Member entitled to vote at the meeting, addressed to, or hand-delivered to, the Members' address last appearing on the books of the Association or supplied by such Member to the Association for purpose of notice. Such notice shall specify the purpose of the meeting and the place, date, and hour at which the meeting will be held. Notice of the meeting is deemed effective when mailed.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of notice of its time, date, place, and purpose, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

D. **Quorum.** The presence of thirty percent (30%) of the Owners entitled to vote, in person or by proxy, shall constitute a quorum for any action. If, however, a quorum is not present or represented at any meeting, the presiding officer shall adjourn the meeting, with notice of the new date, time, and place being given until a quorum is present. Decisions that require a vote of the Owners must be made by a concurrence of at least a majority of the Owners present, in person or by proxy, at a meeting in which a quorum has been attained.

E. **Voting Rights.** The voting rights of each class of membership shall be those set forth in Article III of the Declaration.

F. **Proxies.** At all meetings of Members, each Owner entitled to vote may vote in person or by proxy. All proxies shall: be in writing; identify the person who will vote the proxy at the meeting; state the date, time, and place of the meeting for which it was given; be signed and dated by the authorized person who executed the proxy; and be filed with the Secretary of the Association before the appointed time for such meeting. Each proxy shall be revocable prior to or during the meeting by the Owner who executes it. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given.

At the Annual meeting or a Special meeting, if it is determined that a "proper" mailed notice (i.e., a notice that has met all the requirements of the By-Laws) which proxy has been sent to the lot owner and the lot owner is not present at the meeting nor has returned a proxy, then this shall be considered an "absentee proxy" for the purpose or the of determining a quorum. The lot owner would then be represented by all of the Directors present at the meeting. A vote for the "absentee proxy" by the Directors would require a simple majority vote of the Directors. The meeting notice to the lot owners would include the description of the "absentee proxy."

G. **Written Consent and Joinder.** In the event that any action is authorized to be taken by the Owners at a meeting, it shall be permissible to approve such action by a written consent and joinder by the percentage of Owners entitled to vote who are required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

H. **Order of Business.** The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Call the roll and certify proxies.
2. Establish a quorum.
3. Certify proof of meeting notice.
4. Read and dispose of previous minutes.
5. Address reports of officers.
6. Address reports of committees.
7. Vote on method to audit association books
8. Nominate and appoint election supervisors.
9. Conduct election of Directors.
10. Discuss unfinished business.
11. Discuss new business.
12. Adjourn.

I. **Robert's Rules of Order.** The latest edition of Robert's Rules of Order shall govern the conduct of the meetings of the Association, the Board of Directors, and Committees of the Association in all matters not covered by the Association Bylaws and Declaration

#### **ARTICLE IV – BOARD OF DIRECTORS**

A. **Composition.** The Board of Directors shall consist of seven (7) Members who shall be elected by the Owners entitled to vote. Four (4) Directors will be elected in even years and three (3) Directors will be elected in odd years and begin at the time their successors are duly elected and ends when their successors are duly elected or until they are removed from office in the manner elsewhere provided. A Director must be an Owner entitled to vote or a spouse of an Owner entitled to vote; provided however, no person and his or her spouse may serve on the Board at the same time.

B. **Vacancy on Board.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Owners of the Association entitled to vote that are present at a meeting, either in person or by proxy, at which a quorum has been attained. Any Director may voluntarily resign at any time by delivery of his or her resignation to the Board of Directors. Each vacancy on the Board shall be filled by a majority vote of all remaining Directors for a term that ends upon installation into office of a Director duly elected at the next election of Directors. If the term of the vacating Director extends beyond the next election of Directors, then the ballot for the next election of Directors shall be expanded to include candidates to complete the then unexpired term of the vacating Director, in addition to the candidates for full term Directors.

C. **Term of Office.** A Director's term of office is two (2) years. No Director initially elected for a full term may serve more than two (2) consecutive three (3) year terms without an interlude of one (1) year, unless a majority vote of the Board members determines otherwise. No Director initially elected to complete the unexpired term of a vacating Director may serve more than seven and one-half (7 ½) years without an interlude of one (1) year, unless a majority vote of the Board members determines otherwise.

D. **Nomination of Directors.**

(a) Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall be appointed by the Board of Directors no later than sixty (60) days prior to the Annual Members' meeting. The Committee shall serve until the close of the next Annual meeting, unless the election of officers is not conclusive and the Board of Directors (or President) decides to extend its assignment until the election is conclusive. The Membership shall be notified of

the Nominating Committee appointments immediately following the appointment by the Board of Directors.

(b) The Committee shall select, announce, and publish the names of no fewer than the number of nominees necessary to fill the vacancies on the Board no later than thirty (30) days before the meeting of Members when the election of Directors is to be held. The Committee shall determine that any self-nominated Owner is entitled to vote.

(c) Any Owner entitled to vote or spouse of an Owner entitled to vote may nominate himself/herself to be a candidate for the Board. In order for a self-nominated candidate's name to appear on the ballot, it must be submitted to the Nominating Committee no later than fifteen (15) days prior to the Annual Meeting.

(d) Nominations made by the Nominating Committee and any self-nominations shall be listed separately in the ballot to be provided to all Owners entitled to vote. The Nominating Committee shall approve summary background material on each nominee not to exceed two pages (in Arial font, 12-point type, 1 ½ spaces between lines) for publication.

(e) Nominations may also be made from the floor at the meeting of Members when the election of Directors is to be held.

(f) Each nominee for election must meet the qualifications set forth in Article IV, section A, titled "Composition."

E. **Election.**

(a) Election to the Board of Directors shall be by secret written ballot and must be held in conjunction with the Annual meeting of Members. At such election the Owners entitled to vote, in person or by proxy, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and the Bylaws. The persons, equal to the number of vacancies on the Board, receiving the largest number of votes shall be elected; and those persons' names shall be listed in alphabetical order. The number of votes that those persons or any other candidate received in running for election to the Board of Directors shall not be disclosed or otherwise made public. Cumulative voting is not permitted.

(b) Promptly after the election, elected candidates may notify the Secretary of the Association of his or her desire to fill any unexpired-term position on the Board of Directors that remains vacant. If the number of elected candidates giving notice exceeds the number of available unexpired-term positions, such elected candidates shall draw lots to fill each available position. If the number of elected candidates giving notice is fewer than the number of available unexpired-term positions, all elected candidates shall draw lots to fill each available position. The Board of Directors shall name an officer of the Association who is not an elected candidate to conduct the drawing in the following order: President, Vice President, Secretary.

**ARTICLE V – MEETINGS OF BOARD OF DIRECTORS**

A. **Newly-Elected Board Organization Meeting.** Following each Annual meeting of the membership, the organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Positions of newly-elected Directors will be selected at the Organizational Meeting through a consensus of the Board of Directors.

B. **Regular Board Meetings.** Regular meetings of the Board of Directors may be held

at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director at least three (3) days prior to the day named for such meeting and publicly posted forty-eight (48) hours prior to such meeting, except in an emergency.

Notwithstanding the foregoing, notice of such Board meetings may be accomplished by publication of notice or provision of a schedule of Board meetings. The notice for a meeting of the Board of Directors shall identify the agenda items to be considered at the meeting. When an assessment against parcels in the community is to be considered by the Board of Directors, the meeting notice shall contain a statement that the assessment will be considered, and it must describe the nature of the assessment.

C. **Open and Executive Meetings.** All meetings of the Board are open to all members/lot owners except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members/lot owners have the right to attend all meetings of the Board, with prior notification to the President or Secretary, and to speak on any matter placed on the agenda for no more than three (3) minutes. After the three (3) minutes, the Board may go into Executive Session, and guest(s) will be asked to leave.

D. **Special Board Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors; Not less than three (3) days' notice of the meeting, unless notice is waived by all Directors, shall be given stating the time, place and purpose of the meeting. Waiver of notice of a meeting before or after the meeting shall be deemed equivalent to the giving of notice.

E. **Quorum.** A majority of Directors shall constitute a quorum. Every action taken or decision made by a majority of those present at a duly held meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws. Directors shall be deemed present at a meeting of the Board if the Directors use a conference telephone or other communications equipment by which all persons participating in the meeting can simultaneously hear and speak to each other. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum. Directors may not vote by proxy or secret ballot at any meeting, except that secret ballots may be used in the election of officers.

F. **Adjourned Meetings.** If there is less than a quorum present at any Board of Directors meeting, the majority of those present must adjourn the meeting until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. **Action Taken Without A Meeting.** The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors and shall comply with all other applicable rules and procedures contained in these By-Laws.

H. **Presiding Officer.** The presiding officer of Board of Director meetings shall be the President. In the absence of the President, the Vice President shall preside.

I. **Order of Business.** The order of business at Board of Directors meetings shall be:

1. Establish a quorum.
2. Certify proof of due notice of meeting.

3. Read and approve previous meeting minutes.
4. Address reports of officers and committees.
5. Discuss unfinished business.
6. Discuss new business.
7. Adjourn.

J. **Compensation.** No Director shall receive compensation for any service he/she may render as a Board member to the Association. However, any Director may be reimbursed for his/her actual expenses incurred subject to prior approval.

K. **Voting Power.** Each Director shall have one (1) vote.

L. **Indemnification.** Every Director, Officer, or agent (including non-compensated legal advisors) of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association, whether he or she is a Director, or Officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of, any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or: Officer seeking such reimbursement or indemnification herein shall apply only if: the Board of Directors of the Association (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. Further, the Association is required to carry officers' and directors' liability insurance covering acts of the Officers and Directors, of the Association in such amounts as it shall deem appropriate.

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

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to approval by Owners where such approval is specifically required.

A. **Powers.** The Board of Directors shall have power to:

(a) adopt, publish and amend the Association Rules and Regulations governing the use of the Property and the Association Property and the conduct of the Owners, Members, their Family, tenants, guests or invitees thereon,

(b) suspend, for a reasonable period of time up to 30 days, the rights and privileges of an Owner or Member or his or her Family, tenants, guests or invitees, to use the Association Property, and may levy reasonable fines, not to exceed \$100 per violation, against any Owner, Member or his or her Family, tenants, guests or invitees for the infraction thereof and of the provisions of the Declaration. Any such fine may be levied for each day of a continuing violation, with a single notice at least 14 days prior to suspension, and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate, and such proceedings shall be in compliance with the applicable provisions of Chapter 720 of the Florida Statutes, as amended, as well as the provisions of these Bylaws, the Declaration and Articles of Incorporation. After a thirty (30) day lapse in payment and a receipt of a notification, a \$50 reinstatement fee for pool entrance may be assessed at the Board's discretion;

(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 Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the seat of a Director elected by the Members to be vacant in the event such Director shall be absent from three (3) unexcused consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, and such employees as it deems necessary, including but not limited to, a bookkeeper, and prescribe their duties;

(f) prepare and adopt an annual budget establishing the contribution of each Owner and Member to the common expense and reserves and the dues, fees, and assessments payable by all classes of membership;

(g) make assessments to defray the common expense, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment;

(h) provide for the operation, care, upkeep, repair, and maintenance of all areas and equipment which are the responsibility of the Association;

(i) designate, hire, and dismiss the personnel necessary for the operation of the Association and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and material used by such personnel in the performance of their duties;

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

(k) collect the assessments, depositing the proceeds in a bank depository which it shall approve and using the proceeds to administer the Association;

(l) open bank accounts on behalf of the Association to bring cash assets within FDIC insurance limits and designate the signatories required;

(m) enforce by legal means the provisions of the Declaration, these Bylaws, and the Association Rules and Regulations and bring any proceeding on behalf of or against the Members concerning the Association;

(n) maintain insurance against casualties and liabilities, as provided in the Declaration, and pay the premium cost thereof;

(o) pay the cost of all services rendered to the Association or its Members which are not directly chargeable to Members;

(p) keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, as well as reserves;

(q) contract for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any

and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity;

(r) borrow money for the purpose of repair or restoration of the Association Property without the approval of the Owners entitled to vote; provided, however, the Board shall obtain such Owners' approval in the same manner as for special assessments, in the event the proposed borrowing is for the purpose of modifying or adding amenities and the total amount of such borrowings, in aggregate, exceeds or would exceed the total outstanding debt approved by the Owners entitled to vote by One Hundred Thousand Dollars (\$100,000.00); and

(s) finance the accounts receivable and inventory for the purpose of providing sufficient operating funds to carry out the powers and duties of the Board in operating the Association Property, and borrow such operating funds as the Board deems necessary and upon such terms as the Board deems appropriate.

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

(a) keep a complete record of all its acts and corporate affairs and present a statement thereof to the Members periodically and make such statement available upon written request by an Owner entitled to vote;

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

(c) provide by mail or personal delivery to all Members, a copy of the Association's financial audit report or a written notice that a copy of the report is available upon request at no charge to a Member. The financial audit report must consist of financial statements presented in conformity with generally accepted accounting principles and section 720.303 of the Florida Statutes, as amended;

(d) prepare the annual financial report within sixty (60) days after the close of the Association's fiscal year, and provide the report or the required notice of its availability to the Members of the Association within ten (10) business days of its completion pursuant to the requirements of section 720.303(6) of the Florida Statutes, as amended;

(e) 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;

(f) maintain Common Areas;

(g) provide lawn care for front yard of patio home lots; and

(h) maintain list of rental properties, together with copies of current leases and termination dates.

C. **Budget and Assessments**. At least thirty (30) days in advance of each new fiscal year, the Board of Directors shall adopt an annual budget which the Board of Directors estimates to be sufficient to maintain and operate the Association and to fulfill the obligations of the Association. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to a Member. Upon such adoption of an annual budget, the Board of Directors shall also set the Annual General Assessment and shall send notice to all Members. The Board of Directors shall have the right and power, at any time during any fiscal year, to adopt and levy an increase in such Annual General Assessment for the purpose of meeting Association

expenses and operating costs on a current basis.

## **ARTICLE VII – OFFICERS AND THEIR DUTIES**

A. **Enumeration of Officers.** The Officers of the Association shall be President, Vice-President, Treasurer, and Secretary, and such other officers as the Board may create by resolution, who shall be Directors and elected annually by the Board of Directors. The Board of Directors from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. **Election of Officers.** The selection of positions of newly-elected Officers shall take place at the Organizational Meeting after the Annual Membership Meeting, and prior to the next regular Board Meeting.

C. **Term.** The Officers of this Association shall be elected annually by the Board and each shall hold office two (2) years unless an Officer resigns, is removed, or is otherwise disqualified to serve.

D. **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, or at any time specified in such notice and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. When the resignation is effective at a later date, the vacant office may be filled before the effective date of the resignation, provided the successor does not take office until the vacancy is effective. Any officer that is recalled or resigns shall be required to turn over to the board within five (5) business days any and all records and property of the Association in their possession, whether in paper or electronic form.

E. **Vacancies.** A vacancy in any office must 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/she replaces.

F. **Multiple Offices.** Any person may hold two (2) or more offices except that the President shall not also be the Secretary.

G. **Duties of Officers.** The duties of the Officers are as follows:

**President.** The President shall be the chief-executive officer of the Association and shall preside at all meetings of the Board of Directors. He/she shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Members from time to time as he/she in his/her discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He/she shall sign all contracts, leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes in accordance with the resolutions of the Board with respect to specific instruments or blanket resolutions establishing signing authorities.

**Vice-President.** The Vice President shall act in the place of the President in the event of the President's absence or inability to act and shall exercise the powers and perform the duties of the President defined or assigned by the Board of the Directors. He/she also shall assist the President generally and exercise such other powers and perform such other duties as shall be, prescribed by the Directors.

**Secretary.** The Secretary shall record votes and keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving and serving of all notices to the members

and Directors and other notices required by law. He/she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He/she shall keep the records of the Association, including a list of current members of the Association and their addresses, (except those of the Treasurer) and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. He/she shall retain the records of the Association for a period of seven (7) years.

**Treasurer.** The Treasurer shall oversee the Board appointed Bookkeeper. The Treasurer oversees that the assets of the Association are protected and approves the yearly audit and monthly expenditures of the Association. Two of the following signatures will be required on all checks: (1) Treasurer or Bookkeeper and (2) President. The Treasurer initiates the Notices of Intent to Collect Fines for violations of the Governing Documents.

**Bookkeeper.** The Bookkeeper shall perform certain duties normally assigned to the Treasurer. He/she shall keep the books of the Association in accordance with good accounting practices and he/she shall perform all other duties as delegated. Both the Treasurer and Bookkeeper will work together in preparing an annual budget and statement of income/expenditures for the Annual members meeting. The Bookkeeper shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness.

The Bookkeeper shall process the proceeds from Initiations Fees and place the same in the designated account. Proceeds from Initiation Fees shall be used in the following order: to fund Initiation Fee refunds, to fund such other specific purposes for which an increase in the Initiation Fee was authorized, to fund the Reserve for Operating Contingencies, to fund the Reserve for Repair and Replacement of Capital Assets, to maintain Association Property, to fund any violations on the Parcel, and to purchase additional capitalized Association Property. Initiation Fees shall **NOT** be used in lieu of payment of Assessments of any kind.

F. **Compensation.** The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

## **ARTICLE VIII – COMMITTEES**

A. **Standing Committees.** The Board of Directors shall appoint Standing Committees as listed below. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Advisory committees are not authorized to carry out functions for the Association or to exercise any authority on behalf of the Board of Directors. Each committee shall exercise authority and implement policies that are specified in resolutions duly adopted by the Board of Directors.

1) **Architectural** – The chairperson of the Architectural Committee must work with a support committee of not less than three (3) members to function as follows: minor issues such as paint that has already been established can be approved by the Architectural Committee, provided that the homeowner has submitted an affidavit form to be approved by the committee and signed by two (2) of the committee members. This affidavit form must be returned to the homeowner within ten (10) business days. Notwithstanding, and pursuant to Article VIII, Section 1, subsection (hh) of the Declaration, all structures must be approved by the Board after the Architectural Committee has reviewed and made its recommendations.

2) **Pool and Common Area** – The chairperson of the Pool and Common Area Committee will oversee the use and maintenance of the pool, tennis court, waterfront, and other

common areas as defined in the Declaration and as set forth in the description of the Association's Property. He/she will be responsible for the compliance of the contracts issued by the Association of any sub-contractor used for maintenance. These sub-contractors shall include a certified pool maintenance company and a general cleaning contractor; other contractors may be required as necessary and will fall under this chairperson's authority. The Secretary will send out requests for proposals for the annual contracts on behalf of the Association and present the proposals to the Board to vote on prior to the December meeting.

3) **Lawn Maintenance** – The chairperson of the Lawn Maintenance Committee shall be responsible for overseeing the execution of the annual lawn contract. He/she will be the point of contact between the Association and its members and the lawn contractor. He/she will ensure that the scope of service in the contract is being met. The chairperson of this committee will also work with the chairpersons of the Architectural and Pool and Common Areas Committees where the area of jurisdiction overlaps. The chairperson will send out requests for proposals for the annual lawn contract on behalf of the Association and present the proposals to the Board to vote on prior to the December meeting.

4) **Security** – The chairperson of the Security Committee shall respond to any issues of security within the Association's Property. If necessary, he/she will notify the proper authorities or the homeowner of a problem. If necessary, this chairperson will be the point of contact with the police department. The areas not within the Association's jurisdiction are the city right-of-ways. Notice of security violations whether on Association Property or city right-of-ways will be issued either verbally or written as the conditions warrant.

5) **Social** – The chairperson of the Social Committee shall be responsible for the planning, notification, and organization of any social event sponsored by the Association.

B. **Composition**. All committees with the exception of the Nominating Committee will be chaired by the Directors of the Association. The committee chairperson will be the only person authorized to speak for the Association within his/her area of concern.

C. **General**. Any written inquiry, comment, or complaint addressed to a Director shall be answered, in writing, within thirty (30) days of receipt or less, where full Board involvement is required. Each committee chairperson or executive officer has the standing authorization for the expenditure of up to one hundred dollars (\$100) without Board approval. Any correspondence authored by a Director shall be copied to the President, Secretary and the Treasurer, if necessary.

## **ARTICLE IX – BOOKS AND RECORDS**

Copies of the Official Records of the Association shall be subject to inspection by any Member pursuant to applicable Florida Statutes. Copies of the budget with the proposed assessments shall be sent to each Member along with the notice for the Annual Meeting for the year in which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be made available to each Member at least two weeks prior to the proposed date.

## **ARTICLE X – ASSESSMENTS**

Assessments against the Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in four quarterly installments on the first day of January, April, July, and October of the year for which due. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and annual installments on such assessment shall be due upon each installment payment date until

changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors or the Members as set forth in the Declaration. No Member may waive or otherwise evade liability for such assessments by non-use of the Association Property or abandonment of his or her Parcel.

**ARTICLE XI – AMENDMENTS**

These By-laws may be amended by an affirmative vote of two thirds (2/3) of all Members of the Board of Directors or by a majority of the Owners entitled to vote that are present, in person or by proxy, at a meeting at which a quorum has been attained.

Subject to superseding requirements of Florida law, in the event of conflict between the Articles of Incorporation and these By-laws or the Declaration, the Articles shall control; in the event of conflict between the Declaration and these By-laws, the Declaration shall control.

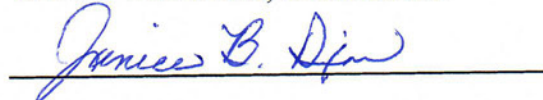
The foregoing amended By-Laws were originally adopted as the By-Laws of Marsh Creek Homeowner's Association, Inc. a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 15th day of June, 1983, and subsequently amended hereto with.



ANITA RIMMER, PRESIDENT



CATHY WILLIAMS, SECRETARY



JANICE DIXON, TREASURER

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day by means of electronic notarization, an officer duly authorized to take acknowledgments, ANITA RIMMER as President, CATHY WILLIAMS as Secretary and JANICE DIXON as Treasurer of Marsh Creek Homeowners' Association, Inc., a Florida not-for-profit corporation, to me personally known to be the persons who signed the foregoing instrument as such officers; and they severally acknowledged that the execution thereof was their free act and deed for the uses and purposes expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforementioned this 8<sup>th</sup> day of September, 2021.

 Kim Sellers

Print Name:

Notary Public, State of Florida

Commission No.:

My Commission Expires:

