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**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
SUMMER CREEK**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER CREEK (the "Declaration") is made on the date hereinafter set forth by **SUMMER CREEK - PHASE II HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION** (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Cameo Homes of Florida, Inc., a Florida corporation (hereinafter "Cameo Homes") has previously caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Summer Creek in OR Book 1649 at Page 694, of the Public Records of Alachua County, Florida (the "Phase I Declaration") which imposed certain covenants, conditions, and restrictions upon the property described therein (the "Phase I Property") and provided for a homeowners association with certain rights, duties and obligations set forth therein, known as "Summer Creek Homeowners Association, Inc." (the "Phase I Association"); and

WHEREAS, Cameo Homes has previously caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Summer Creek - Phase II in OR Book 1759 at Page 2187, of the Public Records of Alachua County, Florida (the "Phase II Declaration") which imposed certain covenants, conditions, and restrictions upon the property described therein (the "Phase II Property") and provided for a homeowners association with certain rights, duties and obligations set forth therein, which homeowners association is the Association; and

WHEREAS, Cameo Homes has previously caused to be recorded that certain Declaration of Annexation for Summer Creek - Phase III and Phase IV in OR Book 1797 at Page 0974, of the Public Records of Alachua County, Florida (the "Phase III/IV Declaration") which imposed certain covenants, conditions, and restrictions upon the property described therein (the "Phase III/IV Property") and provided for a homeowners Association with certain rights, duties and obligations set forth therein, which homeowners association is the Association; and

WHEREAS, Cameo Homes has previously caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Summer Creek - Phase V in OR Book 1866 at Page 0571 of the Public Records of Alachua County, Florida (the "Phase V Declaration") which imposed certain covenants, conditions, and restrictions upon the property described therein (the "Phase V Property") and provided for a homeowners association with certain rights, duties and obligations set forth therein, known as "Summer Creek - Phase Five Homeowners Association, Inc." (the "Phase Five Association"); and

WHEREAS, the Phase I Association, the Association, and the Phase V Association have merged into a single corporation, the surviving corporation being the Association, pursuant to Articles of Merger filed with the Secretary of State, State of Florida, on January 19, 1995; and

WHEREAS, the Phase I/V Declaration, the Phase II Declaration, the Phase III/IV Declaration each provide that they may be amended by an instrument signed by not less than fifty one percent (51%) of the Lot Owners; and

WHEREAS, fifty one percent (51%) of the Lot Owners within the Phase I/V Property, and fifty one percent (51%) of the Lot Owners within the Phase II Property, and fifty one percent (51%) of the Lot Owners within the Phase III/IV Property, desire and intend that the Phase I/V Property, the Phase II Property, the Phase III/IV Property, be subject to a single Declaration of Covenants and Restrictions, and by execution hereof consent to the amendment, restatement, and the consolidation of the Phase I/V Declaration, Phase II Declaration, Phase III/IV Declaration, into a single declaration which declaration shall be this Amended and Restated Declaration of Covenants and Restrictions for Summer Creek, and by execution hereof consent to and evidence their intent that the Phase I/V Declaration, the Phase II Declaration, the Phase III/IV Declaration, be amended, restated, and superceded by this Declaration.

NOW THEREFORE, the Association and in excess of fifty one percent (51%) of the Lot Owners hereby declare that all of the Phase I/IV Property, Phase II Property, Phase III/IV Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1.

DEFINITIONS

Section 1.1

"Articles" shall mean the Articles of Incorporation of the Association, a copy of which, in their current form, are attached hereto as Exhibit "A".

Section 1.2

"Association" shall mean and refer to SUMMER CREEK - PHASE II HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 1.3

"Bylaws" shall mean the Bylaws of the Association, a copy of which, in their current form, are attached hereto as Exhibit "B".

Section 1.4

"Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 1.5

"Conservation Area" shall mean and refer to any part of the Common Area subject to more restrictive use due to environmental and ecological sensitivity of the area.

Section 1.6

"Lot" shall mean and refer to any numbered plot of land shown upon any of the Plats.

Section 1.7

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

Section 1.8

"Plats" shall mean and refer to these Plats recorded in Plat Book "N", at Page 54, Public Records of Alachua County, Florida, and at Plat Book "O", at Page 27, Public Records of Alachua County, Florida, and at Plat Book "P", at Page 2, Public Records of Alachua County, Florida, and at Plat Book "P", at Page 45, Public Records of Alachua County, Florida, and at Plat Book "P", at Page 70, Public Records of Alachua County, Florida, and at Plat Book "P", at Page 71, Public Records of Alachua County, Florida, and at Plat Book "Q", at Page 43, Public Records of Alachua County, Florida, and at Plat Book "Q", at Page 84, Public Records of Alachua County, Florida, and at Plat Book "Q", Page 97, Public Records of Alachua County, Florida, and at Plat Book "Q", at Page 99, Public Records of Alachua County, Florida, and "Plat" shall refer to any one of them.

Section 1.9

"Properties" shall mean and refer to the real property which is the subject matter of the Plats.

ARTICLE 2. PROPERTY RIGHTS

Section 2.1

Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1

the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

2.1.2

the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;

2.1.3

the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE 3. MEMBERSHIP AND VOTING
RIGHTS**

Section 3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 The Association shall have a single class of voting membership. The members shall be all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE 4. COVENANT FOR MAINTENANCE
ASSESSMENTS**

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 4.3 Maximum Annual Assessments. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty-Five Dollars (\$25.00) per Lot.

4.3.1 From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

4.3.2 From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.5 Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 4.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual meeting shall be adjusted according to the number of the months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 4.8 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non use of the Common Area or abandonment of his Lot.

Section 4.9 Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale and transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 5. NON-MONETARY DEFAULTS AND FINES

Section 5.1 Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees, (other than the non-payment of any assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable, and in any event within fourteen

(14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

- 5.1.1 Impose a fine against the Owner or tenant as provided in Section 5.2 of this Article;
- 5.1.2 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;
- 5.1.3 Commence an action to recover damages;
- 5.1.4 Restrict the defaulting Owner, its tenants and permitted users, from access to, and use of, the Common Areas (excepting only those portions of the Common Areas necessary to access said defaulting Owner's Lot);
- 5.1.5 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved as required by Article 6 below, or performing any maintenance required to be performed by this Declaration.

Notwithstanding the foregoing, the Association may not commence any legal action against an Owner or tenant unless and until the filing of said action has been approved by a vote of a majority of the Board of Directors cast at a duly noticed and called meeting of the Board of

Directors at which a quorum is present. As a further precondition to filing any legal proceeding the Board of Directors and the defaulting Owner shall participate in a mediation of any disputes between them before a circuit court certified mediator and, by acceptance of its Deed to a Lot, each Owner agrees to participate in such mediation within thirty (30) days of written request of the Board of Directors (said mediation requirement shall be deemed satisfied if such Owner fails to appear at a mediation scheduled by the Board of Directors for which the Owner has received at least fifteen (15) days advance written notice).

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as a special assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such special assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such special assessment, and the Association may take such action to collect such special assessment or foreclose said lien as in the case and in the manner of any other assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of Alachua County, Florida.

Section 5.2 Fines. The amount of any fine shall be determined by the Board of Directors of the Association, and shall not exceed any maximum amount established by the Florida Statutes. For continuing violations each day the violation is in existence may be considered a separate violation. In such event, the fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing. There shall be no cap on the aggregate amount of any fine for a continuing violation. Any fine shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within fourteen (14) days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board of Directors of the Association shall appoint a committee of at least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or the sister of an officer, director or employee of the Association, to conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than fourteen (14) days' written notice of the hearing date. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The committee shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested within fourteen (14) days after written notice of the committee's decision. Any fine levied against an Owner shall be deemed a special assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of assessments shall be applicable. If any fine is levied against a tenant and is not paid within fourteen (14) days after same is due, the Association shall have the right to evict the tenant.

ARTICLE 6. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No dwelling of one story structure shall be permitted on any of the Lots in said subdivision containing less than 1,000 square feet of ground floor area, exclusive of porches and garages. All Lots except corner Lots shall have setbacks of at least 25 feet from the front, 20 feet from the rear, 10 feet from the street side, and 5 feet from the interior side. All corner Lots shall have the same setback requirements as listed above unless deemed unsuitable by the Architectural Control Committee.

**ARTICLE 7. RESTRICTIONS ON USE OF
PREMISES**

In addition to the rules and regulations which may be established by the Association, the following restrictions are placed upon the Property:

Section 7.1 Each residential unit must be built with either a one or two car garage. Carports are not acceptable. (No vehicle may be parked on any Lot except upon a paved surface designed for such purpose or within a garage).

Section 7.2 Owners who decide later to convert garage area to living area may do so, but must leave the garage door in place and make no structural changes to the outside front so it will continue to appear as an actual garage.

Section 7.3 Boats, trailers, recreation vehicles, trucks or other transportable personal property will not be permitted in the open parking areas or drive, but must be stored only within garages or in the back yard.

Section 7.4 Mechanical work on any type of vehicle must be done in the garage only. No disabled vehicles may be kept parked in front of any house.

**ARTICLE 8. GENERAL
PROVISIONS**

Section 8.1 **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8.3 **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time the term shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than fifty one percent (51%) of the Lot Owners.

Section 8.4 **Annexation.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

ARTICLE 9. RESTRICTIONS

Section 9.1 Access to common and conservation areas is limited to members of the Association and immediate members of their family and to those persons maintaining any drainage or public utility easements or structures within such areas.

Section 9.2 Members of the Association may bring guests into the common area provided such guests are accompanied by a member.

Section 9.3 Members who bring non-members onto the Common/Conservation Area areas are required to assume full responsibility and liability for their acts, safety, and well being.

Section 9.4 Members who bring non-members into the Common/Conservation Areas agree to hold the Association harmless for any injuries a non-member guest receives.

Section 9.5 Persons not permitted access under 9.1 above are not allowed by the Common/Conservation Areas and are to be considered trespassers on the property.

Section 9.6 Minor age children of members may not use the Common/Conservation Areas before 8:00 A.M. or after 6:00 P.M. unless this is relaxed by immediately adjacent property owner/members by written agreement allowing permission to use within these periods. Such permission may be withdrawn at will by any Owner.

Section 9.7 The Association may establish further restrictions on hours of use for minor age children of members.

Section 9.8 Minor age children whose parents are not members of the Association may not occupy the common areas at anytime except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.

Section 9.9 Each member of the Association and all members of their family with legal authority to use Common/Conservation Areas must do so at their own risk. The Association cannot assume responsibility for safety and security of members usage. A member of the Association does hereby waive all claim of liability against the Association and holds the Association harmless for all usages members make of the Common/Conservation Area.

Section 9.10 Members may reserve portions of the Common/Conservation Areas for various group meetings within guidelines provided by the Association.

Section 9.11 No swings, ropes, ladders, treehouses, or structures may be erected or attached to any trees in the Common/Conservation Area.

Section 9.12 No one may climb trees or inflict damage to trees in the Common/Conservation Area.

Section 9.13 No weapons may be brought onto Common/Conservation Areas by members or nonmembers. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

Section 9.14 No hunting, trapping or fishing is allowed in the Common/Conservation Areas.

Section 9.15 No unauthorized removal or cutting of any plants or trees in the Common/Conservation Area is permitted.

Section 9.16 The Association may set regulations restricting the hours when garbage cans, and trash containers may be set out in front of a residence for garbage/trash collection.

Section 9.17 Fences may not be constructed in the front yard of a residence.

Section 9.18 Chain link fences may not be used on any private property in the subdivision. Other specific fencing types may be disallowed by the Association.

Section 9.19 Satellite Dishes or other antennas must be located in the back yard of the Owners residence. They may not be in the front yard or side yard.

Section 9.20 Mechanic work on vehicles may not be done outside in any yard or driveway. It must be done only inside a closed garage.

Section 9.21 Vehicles may only be parked on a paved driveway, on the street or in the garage.

Section 9.22 Outside storage buildings can only be in the back yard and subject to the architectural review of the Owners Association.

Section 9.23 Each Owner shall maintain all portions of that Owner's Lot, including adjacent curb and road areas, in good condition free and clear of excess leaves, grass and debris. If grass is left uncut by any member on a private residence, or if such residence is unoccupied or in the foreclosure, the Association may arrange for cutting whenever the grass is in excess of 9 inches tall and may bill the property Owner.

Section 9.24 All pets will be kept upon a leash when not within a residential unit or a fenced area on a Lot, and the Owner of any said pet shall remove and properly dispose of any fecal droppings of said pets.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23RD day of AUGUST, 2009.

Signed and sealed in our presence as witnesses:

Craig Stone
Print Name: CRAG STONE

Jonathan Skinn
Print Name: JONATHAN SKINN

SUMMER CREEK - PHASE II HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION

By: Daniel L. Ryon
Daniel L. Ryon, President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summer Creek Homeowner's Association, was acknowledged before me this 23RD day of AUGUST, 2009 by Daniel L. Ryon, President of Summer Creek - Homeowners Association, a Florida Not-For-Profit Corporation, on behalf of the Corporation.

Notary Public Colette D. Walinski

My Commission Expires: _____

(SEAL)



Colette D. Walinski
COMMISSION #DD681081
EXPIRES: AUG. 19, 2011
WWW.AARONNOTARY.com

COLETTE D. WALINSKI

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