

FOURTH REVISION

March 31st, 2011

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUNTREE ESTATES**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNTREE ESTATES (the "Declaration") is made this 31st day of March 2011 and contains certain covenants and restrictions. This revision includes all previously approved amendments prior to March 31st 2011.

DEVELOPMENT PLAN

SUNTREE PLANNED UNIT DEVELOPMENT is a planned unit ("Suntree PUD") located in Brevard County, Florida. The land plan for the SUNTREE PUD community contemplates a variety of land uses, including and without limitation: single family detached homes, cluster homes, homes and condominium units. The land plan contemplates public and private streets, recreation and open spaces, sanitary sewer, drainage and water services. SUNTREE ESTATES is a sub-division contiguous to the SUNTREE PUD and initially containing fourteen (14) lots and common properties in the subdivision. The total number of lots (homes) in SUNTREE ESTATES is forty (40) lots.

At the time of their development, each subdivision and condominium in SUNTREE has been subjected to use restrictions and architectural controls. These use restrictions and controls are contained in documents entitled Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1545, Page 144, as amended from time to time; Amended and Restated Declaration of Covenants, Conditions and Restrictions of Suntree, recorded in Official Records Book 2368, Page 1026, as amended from time to time; and Second Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3210, Page 624, all of the Public Records of Brevard County, Florida (collectively, the "Master Covenants") and all amendments as recorded from time to time. The Master Covenants provide for their enforcement by an overall master association ("Master Association"). Each owner of a lot or unit in SUNTREE PUD and Annexed Subdivisions which has been subjected to the Master Covenants is a member of the Master Association.

In addition to the Master Covenants, other Covenants and Restrictions may be imposed on a subdivision by the Members of the Subdivision Association. These Covenants relate only to the particular Subdivision and are enforced by the Subdivision Association through its Board of Directors.

SUNTREE ESTATES will be encumbered by both the Master Covenants, which will be enforced by the Master Association, and by this Declaration which pertains only to SUNTREE ESTATES, and will be enforced by the Subdivision Association through its Board of Directors.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject SUNTREE ESTATES, which is described in the Plat of SUNTREE ESTATES, Plat Book 41, Page 49 and 50, and Plat Book 42 Page 45 and 46 Public Records of Brevard County, Florida, to the Covenants and Restrictions contained in this Declaration as administered and enforced by the Board of Directors of the Association. All lots and parcels owned by the association are subject to the declarations and covenants set forth in this document. This Declaration is sometimes referred to as the "Covenants".

These Covenants shall run with title to the land and shall be binding upon all parties acquiring any interest in SUNTREE ESTATES after the recording of these Covenants in the Public Records of Brevard County, Florida.

Section 1. MUTUAL BENEFITS AND OBLIGATIONS. The Covenants contained in this Declaration are for the purpose of protecting the value and desirability of SUNTREE ESTATES and made for the mutual benefit of each and every Owner of a Lot in SUNTREE ESTATES. They are intended to be nondiscriminatory. They also create enforceable rights and obligations in favor of and against each Lot and its Owner. Each Owner, his or her family, friends, guests, tenants and invitees shall comply with the provisions of these Covenants while present within SUNTREE ESTATES.

Section 2. DEFINITIONS. The following words when used in this Declaration shall have the meaning given to them in this section. These words are capitalized when they appear in this document. When a capitalized word is encountered in this document, reference should be made to this section or page one of this Declaration for the meaning of the word.

2.1. Assessments. Annual, special and insurance assessments made by the Association against Lots in SUNTREE ESTATES made in accordance with the terms of these Covenants.

2.2. Board of Directors. The Board of Directors of the Association.

2.3. Common Property. Tracts A, B, and C as shown in Plat Book 41, Page 49 and 50, and Tracts B, C, and G as shown in Plat Book 42 Page 45 and 46, Public Records of Brevard County, Florida, which is intended for the common use and benefit of all Owners.

2.4. Lot. Each Lot shown on the plat for SUNTREE ESTATES, regardless of whether a dwelling has been constructed on such Lot.

2.5. Master Association. SUNTREE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, incorporated on July 22, 1975. The Master Association is responsible for maintaining the common property, including, without limitation, the storm water management system for SUNTREE PUD.

2.6. Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

2.7. Storm Water Management System. This means a system which is designed and constructed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, F.S.C. 1990.

2.8. Subdivision. This term shall mean all the property known as Suntree Estates, Plat Book 41, Page 49 and 50, and Plat Book 42, Page 45 and 46, Public Records of Brevard County, Florida, and each subsequent unit of the property submitted to these Covenants.

2.9. Subdivision Association. The SUNTREE ESTATES HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit.

Section 3.

SUBDIVISION ASSESSMENTS.

3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Lot Owners, owning and maintaining the lakes and grounds, landscaping on common property, entrance signs and lights, and providing the enforcement of the Covenants, and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of common property; insurance on common property, Directors and Officers; entrance sign and sign lighting for SUNTREE ESTATES.

The Subdivision Association shall be responsible for the maintenance, operation and repair of the Tracts A, B, and C as set forth at Plat Book 41 Page 49 and 50 and Tracts B, C, and G as set forth at Plat Book 42 Page 45 and 46. Maintenance of the storm water management system shall mean the exercise of practices, which allow the system to provide drainage, water storage, conveyance or other storm water management system capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the storm water management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce by a proceeding at law or in equity the provisions contained in these Covenants, which relate to the maintenance, operation and repair of the storm water management system. Any amendment to the Covenants which alter the storm water management system, beyond maintenance in its original condition, including the water management portions of the common property, must have the prior approval of the St. Johns River Water Management District.

The Subdivision Association shall have the right to increase or reduce the level of services it provides and to add or delete services by affirmative vote of two thirds (2/3) of the members of the Association entitled to vote in person or in proxy in accordance with the By-laws of the Subdivision Association, provided, the Subdivision Association shall be responsible for the maintenance, operation and repair of the portion of the storm water management system to be maintained by it in accordance with the rules of the St. Johns River Water Management District. In order to pay for these services, the Subdivision Association shall charge assessments against the Lots and their Owners. Each Owner is personally obligated for assessments which come due during the time such Owner owns the Lot.

3.2. Enforcement of Assessments.

3.2.1. Personal Obligation. Each Owner is personally responsible for assessments which fall due during the time such Owner owns the Lot. The personal obligation of an Owner for assessments shall not pass to such Owner's successors in title unless assumed by them.

3.2.2. Lien. All Lots are subject to a continuing lien to secure unpaid assessments due to the Subdivision Association in accordance with the provisions of these Covenants, whether or not the deed to the Lot refers to these Covenants. This continuing lien also secures interest on unpaid assessments and the cost of collecting unpaid assessments, including reasonable attorney's fees. Notice of the lien shall be given by recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due and the due date. A Claim of Lien may be filed against a Lot for unpaid assessments after conveyance of the Lot. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Subdivision Association which sets forth the assessments levied against an Owner and the Owner's Lot and whether the assessment has been paid. A properly executed certificate shall be binding on the Subdivision Association as of the date of its issuance. The lien shall remain in effect until all sums due to the Subdivision Association have been fully paid.

3.3. Annual Assessments. The Board of Directors of the Subdivision Association shall fix the amount and due date of the annual assessment. Initially, annual assessments shall be payable within fifteen (15) days of receipt. The Board shall notify the Owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. Annual assessments shall be uniform. The initial amount of the assessment for the fiscal year 1995 shall be \$420.00, with an additional start-up fee of \$70.00 payable at the initial closing of each Lot. The assessment for each future year, commencing on and after January 1, 1998, shall not increase by more than ten (10) percent of the assessment imposed in the prior fiscal year unless approved by an affirmative vote of two thirds (2/3) of the Members of the Association entitled to vote at an Association meeting in either person or proxy.

3.4. Date of Commencement of Annual Assessments. The annual assessment for each Lot shall begin upon conveyance of the Lot to a Member. The first annual assessment for each Lot shall be made for the balance of the fiscal year of the Subdivision Association. The first annual assessment shall be due and payable in advance in the installments and at the place established by the Board of Directors of the Subdivision Association at the time of such conveyance. ALL PROPERTY EXCEPT THAT WHICH IS LEGALLY PLATTED INTO INDIVIDUAL LOTS AS PER THE RECORDED PLAT OF SUNTREE ESTATES, SHALL BE EXEMPT FROM ASSESSMENTS.

3.5. Special Assessments. The Subdivision Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which does not exceed one thousand dollars (\$1,000.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. Where the capital repair or replacement exceeds one thousand dollars (\$1,000.00), any assessment for such repair or replacement shall be approved by two thirds (2/3) of the members entitled to vote in person or by proxy.

The Subdivision Association may also levy or collect a special assessment to acquire a new capital improvement for any other purpose (other than major repair or replacement of a capital improvement) if the special assessment is approved by a vote of two thirds (2/3) of the Members entitled to vote in person or by proxy.

3.6. Classes of Special Assessments. There is only one (1) class of members subject to special assessments, the members of the Association.

3.7. Effect of Non-Payment of Assessment: Remedies of the Subdivision Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of ten dollars (\$10.00) and interest from the date due at the rate of eighteen percent (18%) per annum until paid. The Subdivision Association may bring an action against the Owner of the Lot for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Board of Directors may waive payment of late fees and interest on an assessment but may not waive payment of the assessment. No member may waive or otherwise escape liability for assessment by non-use of Common Property or by abandonment of the Lot owned by such Owner. The Association shall be entitled to recover its attorneys' fees in any action to enforce payment of an Assessment.

3.8. Subordination of Lien to Mortgages. The lien of any assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a first mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for assessments which fall due after such date or which fell due before the recording of such mortgage.

3.9. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to maintain, repair or replace common property which is necessary by reason of the owner's carelessness, neglect or willful action or by that of the Owner's family, his guests, agents, tenants or invitees. Any such expense shall be a part of the assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual assessments provided for in these Covenants.

Section 4. OWNER'S RIGHTS

4.1. Right to Use Common Property. Each Owner and members of such Owner's family residing with the Owner or the tenant of a non-resident Owner has the non-exclusive right to use common property for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner.

4.2. Utilities. Each Owner shall have access to the underground utility lines, lift and pumping stations, pipes, sewers and drainage lines constructed in the roads or other easements as shown on the SUNTREE ESTATES plat, as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County, Florida.

Section 5. RIGHTS OF THE SUBDIVISION ASSOCIATION.

5.1. Enforcement Rights. The Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, and said expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this section shall not be construed as a limitation of the rights of any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought by the Subdivision Association to enforce the provisions of these Covenants, the Subdivision Association shall be entitled to recover its attorney fees and costs if it is the prevailing party.

5.2. Other Assessments. Any amounts owed by any Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants or maintaining or repairing Lots or homes shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual assessment including late fees and interest to which the Lot is subject and enforceable as provided in Section 3 of these Covenants.

5.3. Common Property Rights. The Subdivision Association shall have the right:

5.3.1. To adopt reasonable rules and regulations pertaining to the use of the common property and Lots, the preservation and maintenance of such property, and the safety and convenience of the Owners.

5.3.2. To convey or encumber any common property, if authorized by an affirmative vote of two thirds (2/3) of the Members of the Association entitled to vote during an Association meeting in person or by proxy. No dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer, by the President and Secretary of the Subdivision Association certifying that the conveyance was approved by two thirds (2/3) of the members eligible to vote, is recorded. The authorization contemplated by this subparagraph may be obtained at a meeting of the members or by execution of a written consent by the Owners of the requisite number of Lots, or both of such methods.

5.3.3. To grant easements and rights of way over the common property as it deems necessary or appropriate for the proper servicing and maintenance of the common property and for the development and improvement of any portion of the community.

5.3.4. To assess fines for violation of these Covenants which shall be added to the next installment of the annual assessment to which the Lot is subject and be enforceable as provided in Section 3 of these Covenants.

5.3.5. To release any common property from the dedication to the Subdivision Association by the plat if approved by two thirds (2/3) of the Members of the Association entitled to vote in person or by proxy.

Section 6. RIGHTS OF THE ASSOCIATION.

6.1. Easements for Utilities and Cable Television. The Association reserves a perpetual easement on, over and under the easements and common property shown on the SUNTREE ESTATES plat for construction and maintenance of underground electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Association reserves an exclusive easement over, on, and under each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over, or under the portions of the Subdivision which are subject to such easements. All easements reserved by the Association are and shall remain private easements and the sole and exclusive property of the Association.

6.3. Drainage Easement. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management.

Drainage flow shall not be obstructed or diverted from drainage easements. Except as provided in this section, existing drainage shall not be altered so as to divert flow of water onto an adjacent lot or into sanitary sewer lines.

6.4. Maintenance Easement. The Association reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the common property.

6.5. Release of Restrictions, Easements. If a home is erected or the construction of a home is substantially advanced in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any setback line, lot line, common property or easement area, the Association's Board of Directors, with advice from the Architectural Review Committee, shall have the right to release the Lot from the restriction it violated. The Association's Board of Directors, with advice from the Architectural Review committee, shall also have the right to grant an easement to permit encroachment by the home over the Lot line, or on the common property or the easement area, so long as the Board, in the exercise of its sole discretion, determines that the release or easement will not materially adversely affect the health and safety of Owners, the value of adjacent Lots, the appearance of SUNTREE ESTATES and that such easement is not in violation of the SMHAI covenants. Notwithstanding the provisions of Section 5.3.2, approval or consent of any member to convey any portion of the common property that is the subject of any encroachment by a home to the Owners of the home is prohibited. Nothing contained in this section shall be construed to conflict with any adopted ordinance of Brevard County, Florida.

Section 7. MASTER ASSOCIATION RIGHTS.

Common areas in the SUNTREE PUD community and annexed Subdivisions are maintained by the Master Association. Members of the Master Association are the developers and owners of lots and condominium parcels in each subdivision and condominium in SUNTREE PUD and annexed Subdivisions. The Master Association for the SUNTREE PUD community and annexed Subdivisions has certain powers, rights and duties with respect to SUNTREE ESTATES and SUNTREE PUD which are set forth in its Articles of Incorporation and By-laws and in the Master Covenants. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to its roadways, bridges, drainage facilities, rights of way, medians, entranceway, traffic control systems, lakes and other common areas to be used in common with all residents of SUNTREE PUD, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the SUNTREE PUD Master Covenants. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-laws of the Subdivision Association, the Master Association may, at its election, perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the owner, as the case may be. Each lot and condominium unit in the SUNTREE PUD shall be subjected to the Master Covenants as it is developed.

Section 8. ARCHITECTURAL CONTROLS.

8.1. Responsibilities of the Subdivision Association. Except as otherwise provided in this Declaration, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY HOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOTS OR THE MODIFICATION OR IMPROVEMENT OF ANY LANDSCAPING SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUBDIVISION ASSOCIATION AND, IF CONSENT OF THE SUBDIVISION ASSOCIATION IS GRANTED, THE MASTER ASSOCIATION. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor elevation and drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscaping modification, landscape device or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alteration to the home. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is the Association's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the homes. The Subdivision Association may adopt additional standards and criteria to effect the purposes of this section.

8.1.1. No Submittal List The Master Association maintains a “No Submittal List” for modifications that do not require approval. Only modifications listed on the “No Submittal List” do not require approval before being installed/implemented. All improvements and modifications not listed on the Master Association “No Submittal List”, shall not be modified or altered in any manner without the approval of the Subdivision Association ARC Committee and Master Association.

8.1.2. Approval. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within fifteen (15) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved.

8.1.3 Hardship In cases of undue hardship, the Subdivision Association by action of its Board of Directors, may grant a special exception of limited duration to the provisions of this section upon written request to the Subdivision Association

8.2 Construction Standards. All new construction and all modifications, not listed on the Master Association “No Submittal List”, shall not be modified or altered in any manner without the approval of the Subdivision Association ARC Committee and Master Association. The plans are to be submitted to the Subdivision Association first for approval and shall include all plans necessary for the construction and/or modifications and shall meet the following standards:

8.2.1. All the Master Association Standards as defined in their documents with the Subdivision Association standards taking precedence when there is a conflict.

8.2.2. Include a list of proposed materials and samples of exterior materials and finishes, which cannot be described to the Subdivision Association's satisfaction. The Subdivision Association shall not be responsible for defects in plans or specification or for defects in the improvements. The Subdivision Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

8.2.3. Accents. Front and side elevations must include stucco banding or window and door accents.

8.2.4. Setbacks shall be as follows: Outer edge of the sidewalk shall be approximately eight (8) feet from the outer edge of the street drain channel and in line with existing sidewalks. Distance offsets will recognize the arc or radius of all required curvatures. All sidewalks shall be five (5) feet in width. Front yard not less than 30 feet in depth from the inner edge of the sidewalk at all measurable points; rear yard setbacks not less than 25 feet, except the rear yard setback for property which backs onto wetlands or lakes, in which case, the rear setbacks shall be not less than 20 feet. A minimum of twenty (20) feet set back shall be maintained between the side walls of all structures and the side lines of the Lot unless waived by the Association and the Master Association on irregularly shaped lots. The Board of Directors, with the advice of the Architectural and Landscape Committees may grant variances of the above conditions. Concurrence of the Master Association shall be secured where required.

8.2.5. Roofs. Tile or shingle roofs will be permitted, subject to the approval of the Master Association's Architectural Review Committee and the Suntime Estates Architectural Review Committee. The minimum grade for shingles will be three hundred (300) pounds architectural grade with a thirty (30) year warranty.

8.2.6. Garages. All garages must open to the side yard. In the event this requirement causes undue hardship the subdivision Association may grant an exception to the provisions of this section upon written request to the subdivision Association.

8.2.7. Fences. No fences shall be constructed on any Lot, unless approved by the Subdivision Association in accordance with the then existing guidelines of The Master Homeowners Association. All shrub lines must be approved by the Subdivision Association prior to construction.

8.2.8. Landscape. The entire Lot, together with the land between the street pavement and the right of way line adjacent to the Lot, shall be landscaped and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a St. Augustine grass lawn. It shall be the goal of the Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible. All planted landscaping, not listed on the Master Association "No Submittal List", including trees, shrubs, flora, berms, mounding and plants, whether installed upon the County Right of Way, Association Common Property or upon the Lots, shall not be modified or altered in any manner without the approval of the Subdivision Association ARC Committee and Master Association. Any landscaping plan changes or alterations submitted to the Subdivision Association shall provide for and include the following items:

8.2.8.1 Include landscape plan providing at least eight (8) trees of species approved by the Subdivision Association, of 10' -12' minimum clear trunk height for queen palms. Hardwoods shall be of thirty (30) gallons or larger. The landscape plan shall be submitted as an independent plan with an itemized list of plantings. A minimum of \$2,000.00 for landscape materials, excluding sod and irrigation, is required for new construction.

8.2.8.2. Include a list of plant stock included in the plan; and

8.2.8.3. Indicate the size of such stock at the time of planting.

8.3. Maintenance of Homes and Lots. Each Lot, home and other improvement on the Lot shall be maintained by the Owner of such Lot in a neat and attractive condition and in accordance with the Master Association and Subdivision Association regulations. All landscaping on common property shall be maintained by the Subdivision Association. The Subdivision Association may, but is not required to, replace trees on common property.

8.4. Miscellaneous Use Restrictions. All the Master Association Standards as defined in their documents for Use Restrictions are strictly enforced. The following Subdivision Restrictions are in addition to those of the Master Association.

8.4.1. All Lots in SUNTREE ESTATES are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Subdivision Association. No house constructed on a Lot shall have less than 2,400 square feet of living space.

8.4.2. No mineral, oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

8.4.3. No home shall be leased or rented for a period of less than seven (7) months without the express written consent of the Subdivision Association. A copy of the lease on each home shall be delivered to the Subdivision Association at or before the time the tenant takes possession of the home.

8.4.4. Owner shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

8.4.5. Parking Restrictions. The parking of vehicles in SUNTREE ESTATES is restricted as follows:

8.4.5.1. Master Association Restrictions. All the Master Association Parking Restrictions as defined in their documents.

8.4.5.2. Trucks and Non-Passenger Vans. Trucks rated one-half - ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in SUNTREE ESTATES if parked in garages. Such trucks and non-passenger vans shall also be permitted in driveways for a period of less than four (4) hours. Trucks of more than one-half-ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation, are not permitted to be parked in SUNTREE ESTATES unless present solely for the actual and continuous repair or construction of a residence.

8.4.5.3. Motorcycles. Golf Carts. Recreational Vehicles. Boats. Campers and Trailers. Motorcycles, Golf Carts, Recreational Vehicles, Boats, Campers and Trailers shall be permitted to be parked in SUNTREE ESTATES only if parked in garages.

Section 9. UTILITY PROVISIONS.

Water System., Sewage System, Garbage Collection, and Electrical and Telephone Service.

Regulations can be found in Master Association Declarations of Covenants Conditions and Restrictions, Sections 17 and 24 and Criteria for construction, reconstruction or modification of residences in Suntime, Section 6.8.4.

Section 10. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

“Conservation Easement Areas” means the areas described in the legal description attached hereto as Exhibit “B” and by reference made a part hereof.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District (“District”), for the purposes of retaining and maintaining the Conservation Easement Area in their predominantly natural condition as water recharge, detention, percolation and environmental conservation areas. Refer to the statute for details on restrictions and limitation of use. Note that Lot Owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

Section 11. GENERAL PROVISIONS.

11.1. Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformity with requirements described below. These Covenants may be modified or terminated only by a duly recorded written instrument executed by the President or Vice President and Secretary or Assistant Secretary of the Subdivision Association upon affirmative vote of two thirds (2/3) of the Lot Owners entitled to vote; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent.

Any amendment or termination which would affect the surface water management system, including the water management portions of the common property, must have the prior approval of the St. Johns River Water Management District.

11.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants shall be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing.

11.3. Severability. Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity of such provision shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

11.4. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of directors of the Master Association for non-binding arbitration or mediation. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, the Association has executed this instrument on the day and year first above written

Signed, sealed and delivered in the presence of: *Suntree Estates Homeowners Association, Inc.*

By:

Witness:

STATE OF FLORIDA
COUNTY OF BREVARD

EXHIBIT "B"

Tract B

Suntree Estates Phase I

**As recorded in the Official Public Records of Brevard County, Florida in
Plat Book 41 Pages 49 & 50**

-and-

Tract C and Upland Buffer

Suntree Estates Phase I

**As recorded in the Official Public Records of Brevard County, Florida in
Plat Book 41 Pages 49 & 50**

Begin at the Southeast corner of the Southeast One-Quarter of the Southwest One-Quarter of Section 23, Township 26 South, Range 36 East; thence North 89 degrees, 15 minutes, 15 seconds East, along the South line of the Southeast One-Quarter of said Section 23, a distance of 138.00 feet to the Point of Beginning.

Thence North 38 degrees, 40 minutes, 21 seconds West, a distance of 37.17 feet to a point; thence North 16 degrees, 28 minutes, 38 seconds West, a distance of 45.78 feet to a point; thence North 01 degrees, 15 minutes, 04 seconds East, a distance of 15.54 feet to a point on the Southerly property line of Lot 5, Block A, SUNTREE ESTATES, PHASE 1, as recorded in Plat Book 41, Pages 49 and 50; thence South 56 degrees, 54 minutes, 16 seconds East, along said Southerly property line, a distance of 23.54 feet to a point; thence South 16 degrees, 28 minutes, 38 seconds East, a distance of 38.74 feet to a point; thence South 38 degrees, 40 minutes, 21 seconds East, a distance of 24.23 feet to a point; thence South 87 degrees, 32 minutes, 04 seconds East, a distance of 31.47 feet to a point; thence South 29 degrees, 55 minutes, 16 seconds West, a distance of 20.51 feet to a point on the South line of the Southeast One-Quarter of said Section 23; thence along said South line South 89 degrees, 15 minutes, 15 seconds West, a distance of 31.19 feet to the Point of Beginning. Containing 2,203 square feet, more or less.

Tract C and Upland Buffer

Suntree Estates Phase 2

**As recorded in the Official Public Records of Brevard County, Florida in
Plat Book 42 Pages 45 & 46**

Begin at the Northwest corner of the Southeast one-Quarter of the Southwest One-Quarter of Section 23, Township 26 South, Range 36 East; thence North 89 degrees, 51 minutes, 54 seconds East, along the North line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 23, a distance of 742.87 feet to the Point of Beginning.

Thence continuing along said North line North 89 degrees, 51 minutes, 54 seconds East, a distance of 261.34 feet to a point; thence South 05 degrees, 47 minutes, 43 seconds West, a distance of 74.79 feet to a point; thence South 11 degrees, 30 minutes, 10 seconds West, a distance of 132.19 feet to a point; thence North 71 degrees, 51 minutes, 30 seconds East, a distance of 44.87 feet to a point; thence South 45 degrees, 50 minutes, 22 seconds West, a distance of 36.12 feet to a point; thence South 40 degrees, 15 minutes, 39 seconds West, a distance of 15.72 feet to a point on the Northerly right of way line of St. Andrews Boulevard, a 100 foot wide right of way, as recorded in SUNTREE ESTATES, PHASE 1, Plat Book 41, Page 49; thence along said Northerly right of way line of said St. Andrews Boulevard; South 71 degrees, 51 minutes, 30 seconds West, a distance of 97.37 feet to a point; thence North 50 degrees, 24 minutes, 47 seconds West, a distance of 35.56 feet

to a point; thence North 31 degrees, 45 minutes, 47 seconds West, a distance of 192.95 feet to a point; thence North 02 degrees, 27 minutes, 13 seconds West, a distance of 48.50 feet to a point; thence North 25 degrees, 41 minutes, 13 seconds West, a distance of 24.05 feet to the Point of Beginning. Containing 47,860 square feet more or less .

-and-

The rear twenty (20) feet of Lots 2, 3, 4 and 5, Block A
Suntree Estates Phase I
As recorded in the Official Public Records of Brevard County, Florida
In Plat Book 41 Pages 49 & 50

-and-

The rear twenty (20) feet of Lot 6, Block " A "
Suntree Estates Phase IA
As recorded in the Official Public Records of Brevard County, Florida
In Plat Book 41 Page 71

-and-

Tract B and Upland
Suntree Estates Phase 2
As recorded in the official public records of Brevard County, Florida in
Plat Book 42 Pages 45 & 46

Begin at the Northwest corner of the Southeast One-Quarter of the Southwest One-Quarter of Section 23, Township 26 South, Range 36 East; thence North 89 degrees, 51 minutes, 54 seconds East, along the North line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 23, a distance of 504.14 feet to the Point of Beginning.

Thence continuing along said North line, North 89 degrees, 51 minutes, 54 seconds East, a distance of 136.74 feet to a point; thence South 48 degrees, 42 minutes, 05 seconds West, a distance of 28.57 feet to a point; thence South 68 degrees, 23 minutes, 33 seconds West, a distance of 40.91 feet to a point; thence North 82 degrees, 42 minutes, 50 seconds West, a distance of 58.72 feet to a point; thence North 36 degrees, 00 minutes, 05 seconds West, a distance of 32.32 feet to the Point of Beginning. Containing 3, 197 square feet, more or less.

-and-

Tract F and Upland Buffer
Suntree Estates Phase 2
As recorded in the Official Public Records of Brevard County, Florida
in Plat Book 42 Pages 45 & 46

Begin at a point at the Southwest corner of the Southeast One-Quarter of the Southwest One-Quarter of Section 23, Township 26 South, Range 36 East, said point being the Point of Beginning.

Thence North 00 degrees, 39 minutes, 00 seconds West, along the West

line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 23, a distance of 83.44 feet; thence South 26 degrees, 14 minutes, 43 seconds East, a distance of 11.76 feet to a point; thence South 61 degrees, 32 minutes, 14 seconds East, a distance of 24.45 feet to a point; thence South 26 degrees, 00 minutes, 26 seconds East, a distance of 39.84 feet to a point; thence South 16 degrees, 19 minutes, 28 seconds East, a distance of 25.82 feet to a point on the South line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 23; thence along said South line South 89 degrees, 16 minutes, 09 seconds West, a distance of 50.48 feet to the Point of Beginning. Containing 2,644 square feet, more or less.

-and-

Tract A, SUNTREE ESTATES, PHASE 2
As recorded in the Official Public Records of Brevard County, Florida
In Plat Book 42 at Pages 45 & 46

END OF COVENANTS

**ARTICLES OF INCORPORATION OF
SUNTREE ESTATES HOMEOWNERS ASSOCIATION, INC.**
A Corporation Not For Profit

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that :

**ARTICLE 1
Name**

The name of this Corporation is SUNTREE ESTATES HOMEOWNERS ASSOCIATION, INC. The corporation is sometimes referred to herein as the "Association".

**ARTICLE 2
Definitions**

All terms defined in the Declaration of Covenants and Restrictions for Suntree Estates (the "Covenants") shall have the same meanings when used herein.

**ARTICLE 3
Principal Office and Agent**

The principal place of business and initial registered office of the Association is Suntree, Florida. The mailing address is P. O. Box 410795, Melbourne, Florida, 32941-0795.

**ARTICLE 4
Objects, Purposes and Powers**

Section 4.1: This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any Member.

Section 4.2: The objects and purposes for which this Association is organized are as follows:

4.2.1: To operate, maintain and manage the surface water or storm water management system in a manner consistent with the St. Johns River Water Management District Permit No.4-009-0491 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or storm water management system.

4.2.2: To establish, maintain, operate and provide all community services of every kind and nature required or desired by the Members including without limitation those services and functions described in the Declaration.

4.2.3: To provide for the enforcement of the Covenants and By-laws.

4.2.4: To engage in such other activities as may be to the mutual benefit of the Members.

4.2.5: To own, operate, and manage those properties conveyed to it in accordance with the Covenants and By-laws.

4.2.6: To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3: In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not For Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1: To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system as directed by its Board of Directors.

4.3.2: To make, levy and collect assessments from its Members and to expend the proceeds of such assessments for the benefit of its members as directed by its Board of Directors.

4.3.3: To bring and defend suits on behalf of the Association.

4.3.4: To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.5: To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles, Covenants and the By-laws of the corporation.

4.3.6: To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.7: To employ personnel to perform the services authorized by these Articles, Covenants and the By-laws of the Association.

4.3.8: To purchase insurance upon its property, Directors and Officers for the protection of the Association and its members.

4.3.9: To reconstruct improvements constructed on its property after casualty or other loss.

4.3.10: To make additional improvements to its property.

4.3.11: To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in land or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous, subject to an affirmative vote of two-thirds (2/3) of the Members of the Association entitled to vote in person or by proxy approving such acquisition.

ARTICLE 5

Members

Section 5.1: Members of the Association shall consist of all owners of record titled to Lots in the Subdivision.

Section 5.2: Membership in this Association cannot be transferred in any manner except as may be provided in these Articles of Incorporation or the By-laws.

Section 5.3: The members of the Association shall consist of all lot owners of record titled to the lots in the Subdivision. Each Lot, of the 40 platted lots, is entitled to one Membership in the Association. When more than one (1) person holds an ownership interest in any lot, the vote for such lot shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with

respect to each lot. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such lot, such vote shall be invalid.

ARTICLE 6

Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. This Corporation shall exist in perpetuity.

ARTICLE 7

Board of Directors

The business and affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Board of Directors shall be elected by the members of the Corporation entitled to vote. The Directors of the Association shall be elected at the time and in the manner provided for in the By-laws.

ARTICLE 8

Officers

The officers of the Association shall consist of a President, one (1) Vice President, a Secretary and a Treasurer. The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-laws of the Association. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. The President of the Association must be a Director. The initial officers are:

President: H. J. VanderVeen

Vice President: J. P. McMenamy

Secretary: Catherine O'Brien

Treasurer: Ron Klein

ARTICLE 9

Indemnification

Section 9.1 : Third Party Actions.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer, or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise) , against expenses (including attorney's fees) , judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2: Derivative Actions.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated Association, partnership, joint venture, trust or other enterprise) , against expenses (including attorney's fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3: Successful Defense.

To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, and the President or a Vice President of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4: Determination of Propriety of Indemnification.

No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the Board of Directors or the shareholders in good faith by a two-thirds (2/3) majority vote of a quorum of directors or a two thirds (2/3) vote of the lot owners entitled to vote, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and rights to any person (including without limitation those persons referred to in Sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE 10 Contracts

The Association through its Board of Directors shall enter into those leases and contracts for goods, services, or such other needs necessary to provide the services required by the Association as determined by the Board of Directors from time to time in accordance with these Articles of Incorporation and the By-laws.

ARTICLE 11 Dissolution

Section 11.1: In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 11.2: No member, director, or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless

agreed to the contrary by seventy-five percent (75%) of the lot owners entitled to vote in person or by proxy, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or anyone (1) or more of them or to anyone (1) or more non-profit associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants.

ARTICLE 12

Amendment of Articles

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the Members of the Association entitled to vote in person or by proxy.

ARTICLE 13

By-Laws

The Association shall adopt By-laws governing the conduct of the affairs of the Association. The By-laws shall be altered, amended or rescinded as provided in the By-laws.

THIRD REVISION March 31st, 2010

**BY-LAWS
OF
SUNTREE ESTATES HOMEOWNERS ASSOCIATION, INC.
A Corporation Not for Profit Under the Laws of the State of Florida**

These are the By-laws of Suntree Estates Homeowners Association, Inc., (hereinafter for convenience called "Association" or "Corporation"), a corporation not for profit, incorporated under the laws of the State of Florida.

**ARTICLE 1
Association**

Section 1.1: Office. The office of the Association is Post Office Box 410795 Melbourne, FL 32941-0795 or such other place as shall be selected by a majority of the Board of Directors.

Section 1.2: Fiscal Year. The fiscal year of the Association shall be from April 1 to March 31.

**ARTICLE 2
Definitions**

Section 2.1: All terms defined in the Declaration of Covenants and Restrictions for Suntree Estates recorded in Official Records Book 3478, Pages 1749- 1773; First Amendment, Book 3484, Pages 1119- 1127; Second Amendment, Book 3605, Pages 3322- 3333; Third Amendment, Book 3951, Page 2342 of the Public Records of Brevard County (the "Covenants") shall have the same meanings when used herein.

Section 2.2: Documents or Notices may be in hardcopy or electronic format.

Section 2.2: Mailing is electronic or hardcopy delivery.

Section 2.3: Absentee Ballot is the voting instrument used by a member unable to attend the meeting. The member marks the Absentee Ballot with his/her vote and mails it to the association for inclusion in the vote count. An Absentee Ballot may be for candidates for the Board of Directors or other voting issues including but not limited to By-Law or Covenant modifications, Assessments, or Capital Improvement outside of the budget.

**ARTICLE 3
Membership**

Section 3.1: The members of the Association shall be those persons described in Article 5 of the Articles of Incorporation.

**ARTICLE 4
Voting Rights**

Section 4.1: Each member shall have the voting rights set forth in Article 5.3 of the Articles of Incorporation.

ARTICLE 5

Board of Directors

Section 5.1: Selection; Terms of Office. The Board of Directors shall be elected at the time set forth and in the manner established in Articles five (5) and six (6) of these By-laws.

Section 5.2: Initial Election of Directors by the Members. The board of Directors shall consist of five (5) members of the Association who shall be elected in the following-manner:

Section 5.2.1: The initial Board of Directors shall be elected at the first meeting of the Membership. This Initial Board of Directors, so elected by the membership, shall constitute the incumbent Board of Directors.

Section 5.2.2: The Incumbent Board of Directors elected by the Membership shall hold office until the election of their successors by the members at the next following annual meeting of the members. Subsequent Board of Directors terms shall be for the period April 1 through March 31 of the following year.

Section 5.3: Election of Directors by: the Members. At the annual meeting of the members there shall be elected in the manner set forth in Article six (6) of these By-laws, five (5) Directors, one (1) of such directors shall be elected for a term of two (2) years, this being the candidate receiving the greatest number of votes and four (4) others for a one (1) year. The newly elected Board of Directors shall elect the President and other Officers of the Association. Tie votes for the two (2) year term shall be decided by the toss of the coin.

Section 5.4: Vacancies. Vacancies on the Board of Directors shall be filled from the pool of unelected candidates of the prior election, by a vote of the majority of the remaining Members of the Board of Directors. If there was no unelected candidate, the Board of Directors is free to solicit the community for a replacement and to vote on such replacement as above. Any such appointed Director shall hold office until a successor is elected by the membership at the next annual meeting of the members or at any special meeting duly called, by the Board of Directors, for that purpose.

ARTICLE 6

Election Procedure

Section 6.1: Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be persons nominated for election to the Board of Directors by written ballot at hereinafter provided. The persons receiving the largest number of votes shall be elected.

Section 6.2: Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the members shall be made by the nominations committee. The nominations committee shall consist of not less than two (2) persons appointed each year by the Board of Directors, one (1) of whom shall be a Director, and at least one (1) of whom shall be non-Directors. Members of the nominations committee shall be appointed each year by the Board of Directors at least sixty (60) days before the date on which the election for the members of the Board of Directors is to be held. The slate of Directors to be nominated by the nominations committee shall be completed at least fifty (50) days before the date of such election.

In addition, nominations for the Board of Directors may be made by petition signed by more than twenty (20) members of the Association, provided that such petitions are filed with the Secretary of the Association at least ten (10) days before the date of the meeting at which the Directors are to be elected. If the candidate ballot has previously been mailed to the members, the Secretary shall notify the members of any changes within 48

hours of receiving the changes. Any member of the Association may nominate himself as a candidate for the Board at a meeting where the election is to be held.

Section 6.3: Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the nominations committee for such vacancies, and those nominated by a petition timely filed with the Secretary of the Association, and, (c) provide for the self nomination by a member at the meeting duly called for the election of members to the Board of Directors.

Section 6.4: Voting Procedures. Voting Procedures are as defined in Section 12.3 Voting Procedures.

ARTICLE 7

Powers and Duties of the Board of Directors

Section 7.1: Powers. The Board of Directors shall have the powers and duties set forth in the Articles of Incorporation, the Covenants and Restrictions and the By-laws of the Association.

Section 7.2: Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these By-laws shall become operative. In addition, a Director may be removed from office pursuant to procedures provided in the Articles of Incorporation or the By-laws, which shall provide the following:

Section 7.2.1. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the membership.

Section 7.2.2. The notice of a meeting of the members to recall a member or members of the Board of Directors shall state the specific Directors sought to be removed.

Section 7.2.3. A proposed removal of a Director at a meeting shall require a separate vote for each Board member sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each Board member to be removed.

Section 7.2.4. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting as provided by these By-laws.

Section 7.2.5. Any Director who is removed from the Board shall not be eligible to stand for re-election until the next annual meeting of the members.

Section 7.2.6. Any Director removed from office shall turn over to the Board of Directors within seventy two (72) hours any and all records of the corporation in his / her possession.

Section 7.2.7. If a Director who is removed shall not relinquish his / her office or turn over records as required under this Section, the Circuit Court in the county where the Corporation's principle office is located, may summarily order the Director to relinquish his / her office and turn over corporate records upon application of any member.

Section 7.3: Duties. It shall be the duty of the Board of Directors

Section 7.3.1. To keep a complete record of all its acts and corporate affairs. To enforce the Articles of Incorporation, The Declarations and Covenants and the By-laws of the Association and to make reports of major acts and financial condition of the Association to the members at the annual meeting or by written report in lieu of a report to the annual meeting in compliance with Florida Statute 617.

Section 7.3.2. To supervise all officers, agents and employees of the Association.

Section 7.3.3. To prepare an annual budget and to fix the amount of the annual Assessment against each lot owned by a member at least thirty (30) days in advance of the date of any payment of such Assessment is due. The budget shall include an adequate reserve fund for repair and replacement of Common Property.

Section 7.3.4. To prepare a roster of the lots and assessments applicable thereto which shall be kept by the Treasurer of the Association and shall be open to inspection by any member thereof, and, to send Notice of each Assessment to every member subject thereto.

Section 7.3.5. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a lot have been paid and if not, identifying the amount of any unpaid assessment and the period to which such unpaid assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any assessment therein stated to have been paid.

Section 7.3.6. To obtain and maintain a liability and casualty insurance policy for the protection of the Association covering the common property and covering such risks and with such deductible amounts as the Board of Directors shall determine.

Section 7.3.7. To obtain and maintain casualty and liability insurance policies for the protection of the members on behalf of its Board of Directors, Officers and employees. The named beneficiary of the policies shall be the Association.

Section 7.3.8. To obtain, when and if available, fidelity bond coverage as specified in Section 803.07p of the FNMA Conventional Home Mortgage Selling Contract Supplement.

Section 7.3.9. To make available to owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants, By-laws, other rules concerning the Association and the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours of the Association or under other reasonable circumstances.

Section 7.3.10. To provide to any holder of a first mortgage, upon written request, a financial statement for the immediately preceding year.

Section 7.3.11. To make, amend, and rescind from time to time operating rules for the common property of the Association and to assess fines for the violation of the Covenants, By-laws and rules applicable to the common property of the Association. The Board of Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may level reasonable fines, not to exceed \$100 per violation, against any member, or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for hearing before a committee of at least three (3) members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to the vehicular and pedestrian ingress to and egress from the parcel, including but not limited to, the right to park.

ARTICLE 8

Directors Meetings

Section 8.1: Time and Place. Meetings of the Board of Directors may be held at any place within the Suntree Community. The Board of Directors shall meet within 30 days following the close of the annual meeting of the members. Meetings of the Board of Directors (not less than four(4) annually) may be held at such time and place as shall be determined by the Board of Directors.

Section 8.2: Notice, Quorum, Open Meeting. A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to all members 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. Notices of all Board meetings shall be Communicated to the community at least forty eight (48) hours in advance of the meeting, except in an emergency. If the Notice is via hardcopy, it must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that the assessment will be considered and the nature of the assessment. Directors may not vote by proxy or secret ballot at Board meetings, except that a secret ballot may be used for the election of officers. Voting on issues may be conducted by e-mail. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community. Minutes of all Board meetings, including a recording of all votes, and contracts, leases and other data pertaining to the Association must be maintained for seven (7) years by the Association.

Section 8.3: Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hours notice to each Director except in the case of an emergency.

Section 8.4: Waivers, Consents and Approvals. The transaction of any business of any meeting of the Board of Directors, however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5: Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6: Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time 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. Notice of an adjourned meeting must be posted in compliance with the notice provisions of this Section.

ARTICLE 9

Officers

Section 9.1: Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President shall be a member of the Board of Directors.

Section 9.2: Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3: Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4: President. The President shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board of Directors are carried out, and sign all contracts, deeds and other written instruments as may be incidental to the orders and resolutions of the Board of Directors. The President and Treasurer shall have signature authority and electronic banking access on all bank accounts. If the same person holds both the Treasurer and President offices, the Vice President shall assume the signature authority and electronic banking access in lieu of the President.

Section 9.5: Vice President. The Vice President, if a member of the Board of Directors, shall perform all the duties of the President in his absence. If the Vice President is not a member of the Board of Directors, the Board shall appoint a board member to fulfill the Office of the President if the President is absent. If the same person holds both the Treasurer and President offices, the Vice President shall assume the signature authority and electronic banking access in lieu of the President. The President shall assume the duties of the Treasurer in his/her absence.

Section 9.6: Secretary: The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose or in electronic media. The Secretary shall keep the records of the Association in accordance with the applicable Florida Statutes. The Secretary shall record in a Document the names of all members of the Association together with their addresses and e-mail addresses (if any) as registered by such members.

Section 9.7: 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; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall keep proper books of account and cause an annual review of the Association's books to be made at the completion of each fiscal year. The Treasurer shall prepare the annual budgets and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting. The Treasurer shall, upon written request of any holder of a first mortgage, furnish copies of the statements to such lender. The Treasurer and President shall have signature authority and electronic banking access on all bank accounts, in accordance with section 9.4. The Treasurer shall counter sign all contracts and deeds signed by the President and at the direction of the Board of Directors issue payment for contracted services and expenses.

ARTICLE 10 Committees

Section 10.1: Standing Committees. The Board of Directors may appoint such standing committees as it deems desirable to make recommendations to the board. Each standing committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors as its Chairman. The standing committees shall be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2: Executive Committee. The Board of Directors shall have the power to appoint an executive committee from among its membership and may delegate to any such executive committee any of its powers, duties and functions.

Section 10.3: Review of Complaints. It shall be the duty of each committee and / or the Board of Directors to receive complaints from members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE 11

Meetings of Members

Section 11.1: Annual Meetings. The annual meeting of the members shall be in the first or second week of March, any evening from Monday to Thursday. The place and evening time of the annual meeting shall be determined by the Board of Directors.

Section 11.2: Special Meetings. Special meetings of members may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors.

Special meetings of the members may be called upon the written request of the members who have the right to cast one-fourth (1/4) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3: Notice. Notice of meetings of the members shall be Mailed to members at the address of record with the Association. Each member shall register his address with the Secretary, and Notices of meetings shall be Mailed to him at such address. Notice of any regular or special meeting shall be Mailed at least ten (10) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted.

Section 11.4: Quorum. At the meetings, the presence of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the vote of the Membership shall constitute a quorum for any actions governed by these By-laws unless it is provided otherwise in the Declaration or the Articles of Incorporation, or elsewhere in these By-laws.

ARTICLE 12

Voting

Section 12.1: Form of Vote. At all meetings of members, each member entitled to vote may vote in person, by Absentee Ballot or by proxy. For the election of members to the Board of Directors, members shall vote in person at a meeting of the members, by Absentee Ballot or by ballot that the member personally casts. A Proxy may not be used for the election of members to the Board of Directors.

Section 12.2: Proxies. Members may not vote by general proxy, but may vote by limited proxy. A proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. All proxies shall be in writing and filed with the Secretary of the Association not less than five (5) days prior to the date of the meeting for which the proxy is given and be in accordance with Florida Statute 617. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease if the person granting the proxy ceases to be a member. No one member shall hold more than eight (8) proxies.

Section 12.3: Voting Procedures. The member may vote by ballot, proxy (except for members of the Board of Directors) or Absentee Ballot according to the provisions of these By-laws. After marking the ballot, it shall be turned over to the elections committee, which shall consist of three (3) members, one (1) member being a board member and two (2) members being non board members, appointed by the Board of Directors. A proxy or Absentee Ballot shall be filed with the Secretary of the association five (5) days prior to the meeting for verification by the Secretary. The Secretary shall submit such certified proxy or Absentee Ballot to the elections committee prior to the commencement of the meeting. The elections committee shall then adopt a procedure which shall:

Section 12.3.1. Establish that the number of ballots turned in by each member correspond with the number of lots owned by such member or his proxy identified on the ballot.

Section 12.3.2. If the vote is by proxy, (except for the vote for members of the Board of Directors) establish that a proxy has been filed with the Secretary as provided in Article 12.3 of these By-laws and that such proxy is valid. When voting by proxy, the voting procedure shall be in accordance with Florida Statute 617. The procedure shall be taken in such a manner that the vote of any member or his proxy shall not be disclosed to anyone, including the elections committee.

The result of the election shall be announced at the members meeting and subsequently by the Board of Directors to the members. After the announcement of the results by the elections committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the members casting ballots in the election within ten (10) days after election, the ballots shall be destroyed and the results shall thereupon be final.

ARTICLES 13 **Inspection of Books and Papers; Lender's Notices**

Section 13.1: Inspection. Copies of the Declaration, By- Laws, Articles of Incorporation, Rules and Regulations of the Association and the bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

Section 13.2: Notices. All records of the Association, including its books, minutes and any other documents shall at all times, during reasonable business hours, be subject to the inspection of, upon written request to the Association, by any member or holder of any first mortgage or holder of any lien, identifying the name and address of the lender holding a mortgage or lien on a lot in the subdivision and the lot encumbered by the lien, the member, the lender or the lien holder shall be also be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the subdivision or any lot on which there is a first mortgage held, insured, or guaranteed by such lender;
- (b) Any delinquency in the payment of Assessments owed by the member owning a lot subject to a first mortgage held, insured or guaranteed by such lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE 14 **Parliamentary Rule**

Section 14.1: Roberts Rules of Order (the latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Covenants or the Articles of Incorporation.

ARTICLE 15 **Amendments**

Section 15.1: These By-laws may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote in person, by Absentee Ballot or by proxy at an Association meeting.

ARTICLE 16
Conflicts

Section 16.1: In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and these By-laws, the Covenants shall control.

ARTICLE 17
CONTRACTS

Section 17.1: The association, through its Board of Directors, may enter into leases or contracts for goods, services, or such other needs of the Association as determined by the Board of Directors from time to time in accordance with these By-laws.

Signed this 10th day of February, 2012.

Sandra Rowe, President

Candace Rogers, Vice President

Ron Klein, Secretary