



Summer Trees West

**Covenants and Restrictions
Articles of Incorporation
By-Laws
Rules and Regulations**

May, 2013

NOTE: This UNRECORDED document is a compilation of the original Declaration, plus all amendments through and including those adopted in 2013. While the amendments have been recorded in the Public Records of Volusia County, the following document, in the format presented, has not been recorded. It has been prepared for, and is being furnished to, owners within the Summer Trees community for ease of reference.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER TREES – ALL UNITS

The undersigned (hereinafter called the Developer), being the owner of all of the real property hereinafter described, makes the following Declaration of Covenants and Restrictions:

1. **Property Affected.** The real property covered and affected by these covenants and restrictions is located in Volusia County, Florida, and is described as follows:

All of Summer Trees Units recoded in the Public Records of Volusia County, Florida.

2. **Underlying Considerations.** The property (hereinafter called the development) affected by these covenants and restrictions was developed as a residential planned unit development in the City of Port Orange, Florida. The development includes certain common areas such as roads, parks, greenways, and buffer areas. The development and common areas shall be managed by a homeowner's association (hereinafter called the association). It is the intent that all homes in the development are bound by this Declaration of Covenants and Restrictions for Summer Trees.

3. **General Covenants and Restrictions.**

(a) **Permitted Use.** The platted residential lots, and each and every one of them, shall be used only for residential purposes. No structure other than family dwelling units shall be erected, altered, placed or permitted to remain on any such platted lot. This restriction shall not apply to any property in the development which is outside the boundaries of the platted lots.

(b) **Density.** The number of dwelling units in the development shall not exceed twelve (12) per acre for the net development area.

(c) **Minimum Living Area.** Each single family dwelling unit in the development shall have a minimum living area of 600 square feet.

(d) **Building Height.** No structure shall be constructed to a height in excess of the following height limitations:

(1) Single family dwellings shall not exceed twenty-five (25) feet in height.

(2) Other structures, with the exception of one common radio and television signal receiving tower, shall not exceed forty-five (45) feet in height.

(e) **Building Location, Setback, Spacing, Length and Perimeter Setback.**

(1) Every structure shall be located to have access to all areas that are to be owned by the Association and to dedicated rights-of-way.

(2) Every structure shall have a front yard setback of at least twenty-five (25) feet and a side yard setback at least ten (10) feet from any street or road right-of-way line.

(3) No structure exceeding six (6) feet in height shall be erected within a distance of twenty feet from another structure. For this purpose, a twin home building, tri-home building, quadrahme building or village home cluster shall be considered one structure, without regard to the fact that it contains more than one (1) individual dwelling unit.

(4) The distance between buildings, building setbacks and setbacks from exterior project area boundary lines shall be increased one additional foot for every foot of height over thirty five (35) feet.

(5) Each residential building shall be set back at least twenty-five (25) feet from the perimeter boundary of the development.

(6) Off-street parking and loading areas shall be located a minimum of twenty-five (25) feet from the perimeter boundary of the development.

(f) **Off Street Parking.** A minimum of one and one-half (1-1/2) parking spaces for each lot in the development shall be provided, except for lots designed for single lot homes. A minimum of one (1) parking space shall be provided for each lot designed for a single lot home.

(g) **Utility Lines.** All electrical service, telephone, and other utility lines shall be placed underground. No outside utility lines shall be placed overhead.

(h) **Water Meters.** It is recognized that water meters may be placed outside the dedicated rights-of-way on property owner by the Association, and the duly authorized water meter readers of the applicable utility shall have authority to enter onto such property when necessary solely for the purpose of reading or maintenance of such meters.

(i) **Nuisances.** No owner may undertake any activity that, in the opinion of the Board of Directors of the Association, constitutes a nuisance to the Association.

(j) **Temporary Buildings.** No structure of a temporary character, including, without limitation, mobile homes, trailers, tents, shacks, garages, or other outbuilding, shall be placed or erected on any lot at any time, either temporarily or permanently, except temporarily for construction purposes, and then only when specifically approved by the Association.

(k) **Signs.** No signs of any kind shall be displayed by the public view on any lot except a name and address sign and one sign of not more than five (5) square feet in size advertising the property for sale or for rent. Nothing herein shall be construed to prevent the Association from erecting, placing or maintaining such signs as may be deemed necessary by them for the operation of the Association. The Association shall have the right to determine the location of any for sale or for rent signage.

(l) **Antennae.** All antennae, satellite dishes and other communication devices shall comply with all applicable governmental codes, ordinances, rules, regulations and laws. The Association may make any rules and regulations regarding antennae, satellite dishes and other communication devices so long as such rules and regulations do not conflict with governmental codes, ordinances, rules, regulations and laws, including rules concerning disconnection of cable for default in Association assessments.

(m) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets may be kept, provided that there be no more than two (2) such pets in the aggregate on any lot, that they are not kept, bred or maintained for any commercial purpose, and that such pet is kept on a leash and under the control of its owners or its owner's agent when not on its owner's lot.

(n) **Occupancy.** No dwelling erected on any lot shall be occupied in any manner prior to the time its construction has been fully completed and it has been

made to comply with the approved plans for its construction with the requirements herein, and with all other covenants, conditions and restrictions herein set forth. The construction of each building shall be completed within six months from the start thereof, provided that the Association may extend such time when in its opinion conditions warrant such extension.

(o) **Approval of Plans.** All building plans for any building or structure to be erected upon any lot, and any changes after approval thereof, and any remodeling, reconstruction, alteration, or addition to any building or other structure upon any lot shall require the written approval of the Association. Before beginning the construction of any building or any remodeling, reconstruction, or alteration of such building upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Association two complete sets of building plans and specifications for the building or other structure desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of the Association, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by both written endorsement thereon and a separate certificate of such approval, and the certificate together with one copy of the approval plans and specifications shall be delivered to the owner or owners of the lot upon which the prospective building or other structure is contemplated prior to the beginning of such construction. The certificate of approval may be executed by any officer of the Association. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Association. The Association shall not be responsible for any structural defects in such plans or specification or in any building or structure erected according to such plans and specifications. The Association shall record in the public records of Volusia County, Florida, a notice of each violation of the provisions of this paragraph. The failure to record such notice as to any lot within thirty (30) days after construction of the improvement in question has been complete, or, in the alternative, a certificate of compliance, in form suitable for recording in the public records of Volusia County, Florida, executed by any officer of the Association, shall be taken as conclusive evidence that such construction has been completed in accordance with approved plans and specifications.

(p) **Division of Lots.** No lot shall be subdivided or otherwise physically partitioned, except that single family lots may be divided for the purpose of: (1) increasing the size of an adjoining single family lot; or (2) combining of a single family lot with an adjoining single family lot to provide for construction of a twin home, trihome or quadrahome building.

(q) **Occupancy Regulations.** In order to assure a community of compatible and congenial residents and thus protect the value of the homes, the

homeowners association hereinafter provided for may adopt as part of its by-laws and enforce reasonable regulations governing the sale, leasing and occupancy of homes, provided however, that the by-laws, shall contain no provision restricting the alienation, conveyance, sale, leasing, purchase, ownership and occupancy of homes because of race, creed, color or national origin, and shall contain no restrictions against mortgage financing.

4. Ownership and Enjoyment of Open Spaces and Amenities.

(a) All areas other than the individually numbered lots and dedicated rights-of-way shall be owned by the Association.

(b) Every lot owner shall have an easement of enjoyment in and to such areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

(1) The right of the Association to enter into one or more lease agreements with an entity or entities each consisting of not less than one hundred (100) persons, each of whom shall be a lot owner and thereby have membership and voting rights in the Association, providing for the rental of a parcel of land to said persons as a group for their exclusive recreational use, upon such terms and conditions as are acceptable to the Association (it being the intention of this provision to provide a method by which a large group of lot owners may establish for themselves additional recreational facilities at their own expense and without expense to lot owners who do not desire to participate). At the option of the Association, the rent payable under any such lease shall be apportioned equally, or in any other ratio specified in the lease agreement, among the members of the lessee entity and assessed against the lots of such members as a special assessment subject to all provisions of this declaration relating to special assessments.

(2) The right of the Association to convey such utility easements as it considers necessary for the benefit of the residents of the development, provided such easements do not unduly interfere with the residents' use and enjoyment of the open spaces and amenities.

(3) All provisions, covenants, and restrictions set forth in this declaration of covenants and restrictions and articles and by-laws of the Association.

(4) All rules and regulations adopted by the Association governing the use and enjoyment of the open spaces and amenities.

(5) All restrictions shown on any recorded plats of the development.

5. **Homeowners Association.** All open spaces and amenities and community services of every kind and nature required or desired within the development shall be managed and maintained by the homeowners' association referred to above, known as Summer Trees Homeowners' Association, Inc., a Florida nonprofit corporation (the Association). The essential characteristics of the Association shall include the following:

(a) **Administration.** The affairs of the Association shall be administered in accordance with its articles of incorporation, its by-laws, and any and all rules and regulations adopted by the Association in accordance with its articles of incorporation and by-laws

(b) **Membership.** Each person hereafter owning a vested ownership interest in a lot in the development, which interest is evidenced by recordation of a proper instrument in the public records of Volusia County, Florida, shall automatically be a member of the Association as the time of such recordation, and each such membership shall automatically terminate upon recordation of an instrument conveying such interest to another person or persons. Such membership shall be mandatory.

(c) **Duties.** The Association shall provide for the administration, management, maintenance and repair of all open spaces and amenities, make reasonable uniform rules and regulations for the use of same, enforce the payment of fees and charges in any manner authorized by its articles of incorporation and by-laws, including, without limitation, the imposition of liens upon individual lots, and perform such other duties as are required of it pursuant to its articles of incorporation and by-laws.

(d) **Mortgagees.** Any mortgagee on any unit, and any assignment thereof, must be recorded in the public records of Volusia County, Florida, and any mortgage or assignment not recorded in the public records of Volusia County, Florida, shall be null and void with respect to the Association.

6. **Assessments.**

6.1 **Purpose of Assessments.** The assessments for common expenses (hereinafter "Assessments") provided for herein shall be used for the general purposes of promoting the welfare, common benefit and enjoyment of the members of the Association, and maintaining the property and improvements thereon, all as may be authorized in this Declaration, the Articles and/or the By-Laws or as may otherwise be determined from time to time by the Board of Directors.

6.2 **Creation of Lien and Personal Obligation of Assessments.** Each Owner of a lot, by acceptance of a deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual Assessments and operational

Assessments, such Assessments to be established and collected as provided in **Paragraph 6.3** hereof; (b) special Assessments, such Assessments to be established and collected as provided in **Paragraph 6.4** hereof; (c) individual or specific Assessments against any particular lots, which are established pursuant to the terms of this Declaration, including, but not limited to, (i) expenses incurred to remedy an Owner's default in a maintenance obligation, or (ii) fines as may be imposed against such lot, in accordance with this Declaration; and (d) any other Assessment. The Assessment and a subsequent Claim of Lien filed on the basis of such Assessment shall relate back to the date that this Declaration is originally recorded for purposes of determining priority of liens. Any such Assessment, together with late charges, interest at the highest rate available at law, and court costs and attorneys' fees incurred to enforce or collect such Assessment shall be an equitable charge and a continuing lien upon the lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for Assessments coming due while they are the Owner of a lot, and such Owner's grantee shall take title to such lot, subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee therefore. In the event of co-ownership of any lot, all of such co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

6.3 Computation of Annual Assessments. It shall be the duty of the Board of Directors, prior to the end of each calendar year, to prepare a budget covering the estimated Common Expenses during the coming year. The Board of Directors shall cause the budget and the resulting proposed total of the annual Assessments for the following year to be levied against each of the Tracts in accordance with its respective percentage share as reflected in the Declaration. Such budget shall be delivered in accordance with this Declaration to each Owner at least fourteen (14) days prior to such meeting. The budget and the annual Assessments shall become effective as per Florida law. If any budget at any time proves inadequate for any reason, then the Board of Directors may call a meeting with the Association for the approval of a special Assessment as provided in **Paragraph 6.4** hereof. The Association shall have the right but not the obligation to create or maintain any reserves for any reason whatsoever.

6.4 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, special Assessments for Common Expenses. The Board of Directors may make such special Assessments payable in installments over a period that may, in the Board of Directors' discretion, extend in excess of the fiscal year in which adopted. In the event that any special Assessment is payable in installments, the installments shall not be deemed due on the lot until that specific installment's due date. It is the intent of the foregoing that no special Assessment payable in installments be considered due and owing on the first due date for a special assessment.

6.5 Individual Owner Assessments. Any expense of the Association arising out of either or both of the following events shall be specially assessed against the appropriate lot, (i) any expenses occasioned by the conduct of fewer than all of the lots; and (ii) any expenses arising out of the provision by the Association of services. The individual Assessments provided for in this **Paragraph 6.5** shall be levied by the Board of Directors and the amount and due date of such Assessments so levied by the Board of Directors shall be as specified by the Board of Directors.

6.6 Discretionary Expenses. Notwithstanding anything to the contrary contained herein, in each year Assessments may be divided by the Board of Directors into categories in the manner and for such purposes as the Board of Directors may determine in its reasonable discretion. Without limitation of the foregoing, as to each expense or item of Assessment that the Board of Directors determines, in its reasonable discretion, to have the disproportionate benefit to one or more lot for the applicable year (a "Discretionary Expense"), the Board of Directors shall allocate such Discretionary Expense among some or all of the lots in the manner that the Board of Directors determines, in its sole and absolute discretion, to best reflect the benefits of such Discretionary Expense for such year.

6.7 Liens. All sums assessed against any lot, pursuant to this Declaration, together with court costs, reasonable attorneys fees, late charges and interest as provided herein, shall be secured by an equitable charge and continuing lien on such lot and any personal property therein in favor of the Association. A claim of lien pertaining to said lien stating the description of the lot, the name of the owner, the amount due, and the due date may be recorded in the public records by the Association at such time as an Assessment is not paid when due or at any time thereafter. Such claim of lien shall secure all unpaid Assessments, interest, costs and attorneys' fees, and shall be superior to all other liens and encumbrances on such lot, except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority institutional mortgage. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such a Mortgage shall only apply to the Assessments which have become due and payable prior to a foreclosure. The unpaid share of Assessments that is subordinated under this Section shall constitute a part of the Common Expenses collectible from all of the owners, including an mortgage holder. Except as otherwise provided in this Declaration, all persons acquiring liens or encumbrances on any lot after this Declaration has been recorded, shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

6.8 Effect of Nonpayment, Remedies of the Association. Any Assessment of an owner or any portions thereof which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the

Board of Directors from time to time and shall also commence to accrue interest at the highest rate allowable at law. The Association shall also have the right to charge a late charge equal to the greater of \$50.00 or five (5%) percent of the delinquent Assessment, as such amounts may be adjusted by the Association from time to time without any additional amendment to this Declaration. A lien and equitable charge as herein provided for each Assessment shall attach simultaneously as the same shall become due and payable, and if any installment of the Assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the highest rate allowable at law, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after thirty (30) days from the original due date, the Association, and each owner, by his acceptance of a deed or other conveyance to a lot, vests in the Association and its agents the right and power to bring all actions against the owner(s) personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the lot, at any foreclosure sale and to acquire, hold lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his lot, and an owner shall remain personally liable for Assessments, including and late charges which accrue prior to sale, transfer or other conveyance of his lot.

6.9 Certificate. An officer of the Association or its designee shall, within thirty (30) days of a written request and upon payment of such fee as is from time to time reasonably determined by the Board of Directors, furnish to any owner or such owner's mortgagee that requests the same, a certificate in writing signed by said officer or designee, setting forth whether the Assessments for which such owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence against all but such owner of payment of any Assessments stated therein to have been paid.

6.10 Date of Commencement of Annual Assessments and Operational Assessments. The annual Assessments and operational Assessments provided for herein shall commence to each lot and shall be due and payable in such manner and on such schedule as the Board of Directors may provide.

6.11 Common Areas and Certain Other Property. Unless otherwise provided herein, no Common Areas owned by the Association shall be subject to assessment by the Association. Further, the foregoing exemption shall apply to any

land owned by a public agency as long as such land is used for public purposes. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment by the Association, the determination of the Association shall be final and conclusive.

6.12 **Liens.** In the event any mechanic's lien is filed against a lot as a result of services performed for or materials furnished to the owner of another lot, such owner shall cause such lien to be released and discharged of record within thirty (30) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the owner permitting or causing such lien to be filed shall indemnify, defend, and hold harmless the any other affected owner(s) of the lot upon which said lien was filed against any liability, loss, damage, costs, or expenses (including reasonable attorney's fees actually incurred and court costs) on account of such claim of lien.

6.13 **Mortgages.**

6.13.1 For purposes of any right, privilege, or prerogative granted under this Declaration, an institutional mortgage holder must notify the Association of institutional mortgage holder's status as an institutional mortgage holder immediately, and if the institutional mortgage holder fails to notify the Association of its status as an institutional mortgage holder in a timely manner, the Association bears no duty or responsibility to an institutional mortgage holder to provide any right, privilege or prerogative granted under this Declaration.

6.13.2 A mortgage holder is immediately responsible to the Association for any Assessments due during the period of an open foreclosure if the mortgage holder is not pursuing the foreclosure action with all due diligence.

6.13.3 In the event of a foreclosure, a mortgage holder's obligations to the Association shall be governed by Florida law.

6.14 **Obligation.** The owner's obligation to pay assessments pursuant to this Declaration is absolute and is not conditioned upon the Association's undertaking of any action pursuant to this Revised Declaration.

7. **Covenants and Restriction Relating to Maintenance and Repairs.**

(a) **Unit Easements.** Each owner of a single lot home, twin home unit, tri-home unit, quadrahome unit, and village home unit shall have and hereby grants to the Association an easement for ingress and egress to his unit for the purpose of abating any emergency condition.

(b) **Maintenance Within Units.** The owners of the units in each twin home, tri-home, quadrahome, and village home building shall be jointly responsible for the simultaneous painting of the exterior walls and trim of the entire building. The Association shall determine when any painting shall occur, though such reservation of determination shall not preclude the owners of the units from preemptively painting the structure. If the owners of the units in each structure fail to reach agreement on any aspect of painting, the Association shall be the sole arbiter of the dispute. In all other respects, the interiors and exteriors of units shall be maintained and repaired by the record owner of each unit. The colors and specifications of any all exterior painting shall be subject to approval by the Association. If any unit owner fails to maintain the property, the Association may elect any remedy at law or in equity to compel compliance with this section. In the alternative, the Association may elect to perform such maintenance itself and then to assess the owner(s) the costs of such maintenance accordingly.

(c) **Insurance.** Each unit owner shall maintain in full force and effect a policy of insurance against loss by fire, with extended coverage, including vandalism and fire legal liability coverage, in an amount equal to at least ninety percent (90%) of the insurable value of his unit. Each such policy shall name the holder of any mortgage on the unit covered by the policy as an additional loss payee as the interest of such mortgagee may appear. Unless prohibited by law, the Association also shall be named as an additional loss payee on each such policy as its interest may appear. Each such policy shall provide for at least ten (10) days advance notice to the mortgagee, if any, and to the Association of the lapse or termination of such insurance. The Association may request at reasonable times proof of such insurance. If the unit owner fails to provide proof of insurance, the Association may elect to procure such insurance on the unit owner's behalf which such cost shall be deemed an assessment against the unit. In the alternative, the Association may elect any other remedy, at law or in equity, to achieve compliance with this section. The Association shall maintain a policy of public liability insurance with respect to all property owned by the Association providing minimum coverage in an amount to be determined by the Board of Directors for the Association, but in no event shall such amount be less than \$300,000.

(d) **Pest Control.** Each unit owner shall maintain full force and effect a pest control contract and bond and shall otherwise be responsible for the control of termites and other wood boring insects with respect to his unit.

(e) **Party Walls.**

(1) All party walls in multiple unit buildings shall be maintained in a good state of repair at the expense of the unit owner.

(2) No owner of a unit in a multiple unit building shall permit or suffer any act or condition to be done or to remain which will interfere with the stability of the party walls in his unit.

(3) Each owner of a unit in a multiple unit building shall be entitled to the benefit of a cross-easement for the support of the roof by each party wall and shall do nothing to interfere with said easement. Likewise, each such owner shall be entitled to an easement for encroachment by each party wall on and over the property of each adjoining unit owner. In the event of destruction of a party wall, it shall be relocated so as to rest on the common property line dividing the adjoining units.

(f) **Roofs.** Each owner is liable to repair, replace and maintain their portion of the roof to the extent that the roof (or that portion of the roof) is the owner's. For any multi-family unit structure (e.g., twin homes, tri-homes, quadrahomes or village homes), for all other portions of the roof, all owners who share a roof system shall be jointly and severally liable for all roof maintenance, replacement and repairs, which shall be jointly agreed upon and paid by all affected owners. In the event that the owners do not agree upon a maintenance or repair schedule, then in such event the Association, in the Association's sole discretion, shall decide the maintenance and repair schedule. In the event that an owner fails to pay all or a portion of maintenance or repair costs for the roof, the Association shall have the power, on behalf of the other affected owners, to lien for such amounts.

8. **Modification of Restrictions.** DELETED.

9. **Notices.** Any notice required to be given to any lot owner or Association member under the provisions of this declaration shall be deemed to have been properly given when mailed postpaid to the address of such person as shown on the instrument of conveyance by which such owner or member obtained title to his lot unless the Association has been requested in writing to send such notices to a different address, in which event such different address shall be used.

10. **Duration of Restrictions.** All of the foregoing covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the development, regardless of how he acquired title, until the commencement of the calendar year 2036, on which date these covenants, conditions and restrictions shall terminate and thereafter be of no further legal or equitable effect with respect to the property or any owner thereof; provided, however, that these covenants, conditions and restrictions shall be automatically extended for a period of thirty years, and thereafter for successive thirty-year periods, unless on or before the end of one of such extension periods or the base period the owners of seventy-five percent of the lots in the development shall be the written instrument duly recorded declare a termination of the same. Each covenant, condition and restriction herein contained shall run with the land and shall be binding upon all parties and all persons

claiming under them for the period of their duration. This Section does not abrogate or replace any other law affecting the validity of this Declaration; it is the intent that this Declaration shall run concurrently with the Marketable Record Title Act.

11. Enforcement.

(a) Enforcement of these restrictions shall be by action against any person or persons violating or attempting to violate any of them, either to restrain the violation or to recover damages. The prevailing party shall be entitled to recover, in addition to costs and disbursements otherwise allowed by law, his reasonable attorney's fee whether it be in the trial court and on appeal or if no lawsuit was filed. No delay or omission on the part of the owners of other lots in the development in exercising any rights, powers or remedies hereby provided, in the event of any breach of the covenants, conditions or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein.

(b) The Association shall have the power to fine unit owners as per Florida Statute 720.305 and its successors statutes may be amended from time to time.

(c) The Board of Directors shall have the power to assess any attorneys' fees and costs incurred by the Association for the unit owner's violation against the offending unit owner regardless of whether the matter is settled or reduced to a fine or any other action by the Association. Notwithstanding the foregoing, the Association shall have the power and the option to file a suit against the offending unit owner in a court of law for an injunction to prohibit the unit owner from taking the offending act and may seek whatever damages the Association deems necessary, including but not limited to attorney's fees and costs.

12. Saving Clause. In the event that any one or more of the foregoing covenants, conditions, or restrictions shall be adjudged for any reason, by a court of competent jurisdiction, to be null and void, such judgment shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so adjudged to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired in full force and effect. In the event this declaration is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of Florida relating to the duration of such restrictions.

13. Binding Effect. This declaration of covenants and restrictions shall run with and bind the land and each and every portion thereof, and shall inure to the benefit of, be binding upon, and be enforceable by the developer, the Association, and the

owner of any land subject to this declaration, and their respective legal representatives, heirs, successors and assigns.

14. **Transferability of Developer's Rights.** All rights and privileges of the developer under this declaration shall be fully assignable and transferable. In the event of such assignment or transfer, the term "developer" as used herein shall be deemed to include such assignee or transferee.

15. **Effective Date.** This declaration shall become effective upon recordation of same in the Public Records of Volusia County, Florida.

16. **Additional Phases.** This declaration of covenants and restrictions may be adopted by reference, in whole or in apart, as set forth herein or with modifications, in any one or more instruments which shall be recorded in the Public Records of Volusia County, Florida, for the purpose of making the same applicable to other phases of development of the overall planned unit development known as Summer Trees, without the necessity hereafter of setting forth such provisions into any such instruments.

THE END OF THE RECORDED COVENANTS AND RESTRICTIONS
ARTICLES ON NEXT PAGE

ARTICLES OF INCORPORATION OF SUMMER TREES HOMEOWNERS ASSOCIATION, INC.

(a Florida corporation not for profit)

ARTICLE 1

NAME

The name of this corporation is Summer Trees Homeowners Association, Inc. For convenience, this corporation will be referred to in this instrument as the Association.

ARTICLE II

DURATION

The duration of this corporation is perpetual. The date and time of commencement of the corporate existence is the time of filing of these Articles of Incorporation by the Department of State of the State of Florida.

ARTICLE II

GENERAL PURPOSE

The general purposes for which the Association is initially organized are:

(a) To carry out and accomplish the purposes described in the declarations of covenants and restrictions recorded to or to be recorded in the Public Records of Volusia County, Florida, for all phases (development units) of a residential real estate development known as "Summer Trees", located in Volusia County, Florida, and to manage, maintain operate, own, and perform other duties relating to property in Summer Trees for the common benefit of lots and lot owners in all present and future Summer Trees Development units.

(b) To operate without profit for the sole and exclusive benefit of its members.

ARTICLE IV

GENERAL POWERS

The Association shall have the following general powers:

(a) All common law and statutory powers of a corporation not for profit not in conflict with the terms of these articles.

(b) The power to administer and enforce the provisions of the declarations described in Article III above and all powers reasonably necessary to carry out the responsibilities and duties conferred upon it by the declarations, as they may be amended and supplemented from time to time, including but not limited to, the following:

(1) To promulgate and enforce reasonable rules and regulations to effectuate the purposes for which the Association is organized;

(2) To acquire by conveyance from the developer of Summer Trees and to hold, manage, and maintain real property;

(3) To levy and collect assessments against lots and lot owners in Summer Trees to defray expenses of effectuating the objects and purposes of the association and to create reasonable reserves for such expenditures;

(4) To own, maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property to the extent permitted by the above declarations;

(5) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members;

(6) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(c) The power to perform all acts necessary for the accomplishment of the purposes for which the Association is organized, to the extent that the same are not forbidden by the above described declarations, by these articles of Incorporation, or by the laws of the State of Florida.

ARTICLE V MEMBERS

The membership of the Association shall consist of all owners of platted lots of record in all phases or units of Summer Trees which are represented by plats recorded in the Public Records of Volusia County, Florida. The developer shall be entitled to membership along with other lot owners so long as the developer owns any such platted lots. The qualification of members and the termination of their membership shall be as set forth in the above described declarations and as further defined in any by-laws, rules and regulations promulgated by the Association. Membership Interests shall not be assigned, hypothecated or otherwise transferred in any manner except as an appurtenance to a platted lot.

ARTICLE VI VOTING AND ASSESSMENTS

Each lot owner shall have a minimum of one vote. A lot owner owning more than one lot shall have a vote for each lot owned by him. Each lot in multiple ownership

shall, notwithstanding such multiple ownership, be entitled to only one vote. The developer shall have the right to appoint a majority of the Board of Directors of the Association until such time as the developer ceases to be a member of the Association or until June 30, 1986, whichever first occurs.

ARTICLE VII REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 1000 Taylor Road, Port Orange, Florida. The name of the initial registered agent of the corporation at such address is E.W. Russell.

ARTICLE VIII DIRECTORS

The numbers of directors constituting the initial Board of Directors of the corporation is three (3) and the name and address of each person who is to serve as a member thereof are as follows:

Name:	Address:
E. W. Russell	4 Talo Circle, Port Orange, FL
John E. Vedder, Sr.	686 Ocean Shore Blvd., Ormond Beach, FL
M. Brooks Hansard	649 North Halifax Drive, Ormond Beach, FL

ARTICLE IX OFFICERS

The affairs of the Association shall be managed by a president, a secretary, and a treasurer and such other officers as are elected from time to time by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and address of the the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name:	Title:	Address:
E. W. Russell	President	4 Talo Circle, Port Orange, FL
John E. Vedder, Sr.	Vice President	686 Ocean Shore Blvd. Ormond Beach, FL
M. Brooks Hansard	Secretary	649 North Halifax Drive Ormond Beach, FL

ARTICLE X BY-LAWS

The first by-laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors in the manner provided by the by-laws.

ARTICLE XI AMENDMENTS

Except as otherwise herein provided, amendments to the articles of incorporation shall be proposed and adopted in the following manner:

(a) Any amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots of 50% of the total votes are appurtenant, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written notice and describing the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all lots subject to Association assessment.

(c) At any meeting held to consider any amendment of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

(d) No amendment of these Articles shall be made that is in conflict with any declaration of covenants and restrictions recorded in the public records of Volusia County, Florida at the time with respect to any phase or unit of development of Summer Trees.

ARTICLE XII DISSOLUTION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed to the members of the Association, each member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is the total of all amounts assessed by the Association since its organization against the property which is owned by the member at the time and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of Summer Trees. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

(b) The Association may be voluntarily dissolved only upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors and by seventy-five percent (75%) of the members of the Association, and upon compliance with any and all other requirements of Florida law in effect at the time of dissolution.

ARTICLE XIII INCORPORATORS; SUBSCRIBERS

The name and address of each incorporator of this corporation and subscribers to these articles are as follows:

Name:

E. W. Russell
John E. Vedder, Sr.
M. Brooks Hansard

Address:

4 Talo Circle, Port Orange, FL
686 Ocean Shore Blvd., Ormond Beach, FL
649 North Halifax Dr., Ormond Beach, FL

END OF ARTICLES
BY-LAWS ON NEXT PAGE

BY-LAWS OF SUMMER TREES HOMEOWNERS' ASSOCIATION, INC.

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

ARTICLE I IDENTITY

(1) These are the By-Laws of the Summer Trees Homeowners Association, Inc., a corporation not for profit under the laws of the state of Florida, hereinafter called "Association". The Association has been organized for the purpose of operating and administering the recreational and other common facilities for the use and benefit of the residents of Summer Trees, a residential real estate development located in the City of Port Orange, County of Volusia, State of Florida.

(2) The office of the Association shall be at such place as the Board of Directors may determine from time to time.

(3) The fiscal year of the Association shall be the calendar year.

(4) "The Declaration of Covenants and Restrictions" as used herein shall mean the Declaration of Covenants and Restrictions of Summer Trees Units I, IA, II, IIA and IIB, representing 237 units, as recorded in the Public Records of Volusia County, Florida.

4.1 The affairs of the Association shall be managed by a Board of Directors consisting of seven (7) persons elected ~~to represent five (5) districts and with two (2) directors serving at-large,~~ all of whom must be lot owners of record.

ARTICLE II MEMBERSHIP, VOTING, QUORUM AND PROXY

(1) The qualification of members, the manner of their admission to their membership, termination of such membership, and voting by members shall be as set forth in paragraph 5 of the Declaration of Covenants and Restrictions and in Articles 5 and 6 of the Articles of Incorporation of the Association, and such provisions are incorporated herein by reference.

(2) A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.

(3) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designed therein and must be filed with the Secretary before the appointed time of the meeting.

(4) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Covenants and Restrictions, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the lots represented at any duly called members' meeting at which a quorum is present, shall be binding upon the members.

ARTICLE III ANNUAL AND SEPCIAL MEETINGS OF MEMBERSHIP

(1) The Annual Meeting of the membership shall be held the last week of February. Two additional meetings of the membership shall be held during the year on dates to be determined by the Board of Directors, at a place to be designated by the Board of Directors of the Association.

(2) Special membership meetings shall be held whenever call for by a majority of the Board of Directors, and must be called upon receipt of a written request therefore by members of the Association owning more than one half (1/2) of the lots.

(3) Notice of all members' meetings, regular or special, shall be given by the order of the Board of Directors by the Secretary of the Association to each member, unless waived in writing; and such notice shall be written or given to each member not less than fifteen (15) days or more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may waive notice, and such waiver, then filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(4) At meetings of members, the Chairman of the Board shall preside or in his absence the Vice-Chairman shall preside or in the absence of both, the membership shall select a Chairman.

(5) The order of business at Annual Members' Meeting and, as far as practical, at any other members' meetings, shall be as follows:

(a) Calling of the roll and certifying of proxies.

- (b) Proof of notice of meeting or waiver
- (c) Reading of minutes.
- (d) Reports of Officers and Committees.
- (e) Election of Directors.
- (f) Other business.
- (g) Adjournment.

ARTICLE IV DIRECTORS

(1) The affairs of the Association shall be managed by a Board of Directors consisting of seven (7) persons elected at-large, all of whom must be lot owners of record.

(2) Election of Directors shall be by written ballot (unless dispensed with by unanimous consent) and by plurality of votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting, and each member shall not cast more than one (1) vote for any person nominated as a Director.

(3) Any elected Director may be removed by concurrence of two-thirds (2/3) of the vote of the entire membership at a Special Meeting of the Members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the Board of Directors at a Directors' Meeting to be held within ten (10) days of the Membership Meeting.

(4) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

(5) At the first meeting of a newly elected Board of Directors, the directors shall determine the frequency, time and place for the holding of regular meetings of the Board and, in order to provide an opportunity for the general membership to attend such meetings, the Board shall arrange for such information to be published in a newsletter or some other manner. It shall not be necessary for individual notices to be given for such regular meetings of the Board of Directors.

(6) Special meetings of the Directors may be called by the Chairman of the Board and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director in writing, personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting.

(7) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent of the giving of notice.

(8) A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

(9) If, at any meeting of the Board of Directors, 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

(10) The presiding officer of Directors' meetings shall be the Chairman of the Board who shall be elected by a majority vote of the Directors. A Vice-Chairman shall also be elected to preside in the absence of the Chairman. The Directors present shall designate one of their members to preside in the absence of the Chairman and Vice-Chairman.

(11) The order of business at Directors' meetings shall be as follows:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading of minutes and disposal of any unapproved minutes.
- (d) Reports of the President, the Treasurer and other Officers and Committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

In order to provide an opportunity for general membership participation, the Chairman of the meeting shall invite comment or questions on the subject before the directors after the matter has been discussed by the directors but before any vote is taken in connection with any matter brought before the Board under sub-paragraphs (f) unfinished business and (g) new business. Otherwise there shall be no general membership participation.

(12) Directors' fees, if any, shall be determined by the members of the Association.

(13) Any Director absent for three (3) consecutive meetings of four (4) meetings in any one year will automatically be removed from the Board. Vacancy to be filled by a majority of the Board.

(14) Directors are limited to a maximum of two (2) years. After vacating Directorship for one (1) year, a past Director may run again.

ARTICLE V OFFICERS

(1) The executive officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any Director of the Association may also be an officer of the Association. The Board of Directors may also appoint one (1) or more Assistant Secretaries to act in the absence of the Secretary.

(2) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time as he may, in his discretion, deem appropriate to assist in the conduct of the affairs of the Association.

(3) The Vice-President shall, in absence of disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other duties as shall be prescribed by the Directors.

(4) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident of the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(5) The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evident of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

(6) The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated for services to, or management of the Association.

ARTICLE VI FISCAL MANAGEMENT

(1) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments are due, the amounts paid upon the account, and the balance due upon assessments.

(a) The Treasurer shall prepare and submit, in writing, to the Board of Directors a monthly accounting statement setting out the income and expenditures of the Association for the month and for the year-to-date comparing the same with the budget for the period.

(2) On or before December 10, each year the directors shall consider and approve for submission to the membership a budget for the ensuing year. Copies of the budget shall be transmitted to each member at least fifteen (15) days prior to the Annual Meeting of the Members. The delivery of a copy of any budget shall not affect the liability of any member for the assessment, nor be considered as a condition precedent to the effectiveness of the budget and the assessment levied pursuant thereto; provided, however, that nothing herein contained shall be construed as permitting the Board of Directors at any time, to levy or increase any assessment contrary to the provisions of the Declaration of Covenants and Restrictions described above.

ARTICLE VII SALE OR LEASE OF UNIT

(1) Prior to the sale or leasing of a unit, any member who sells or leases his unit shall (1) notify the Association in writing of the name and address of the purchaser or lessee, and (2) obtain from the said purchaser or lessee a written statement that he or she has received a copy of the Association's Declaration of Covenants and By-Laws and will comply with the same. The Secretary shall provide a standard form of statement on request by members which shall be executed and deposited with the Secretary not later than ten (10) days after the date of the sale or lease commencement.

ARTICLE VIII PARLIAMENT RULES

(1) Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

ARTICLE IX
AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(1) Amendment to these By-Laws may be proposed by the Board of Directors of the Association or by instrument, in writing, signed by a majority of the members.

(2) Such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in the absence of the President, who shall, thereupon, call a Special Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written notice of such meeting in the same form and in the same manner as notice of the calling of a Special Meeting of the members is required, as herein set forth.

(3) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board, and by an affirmative vote of the members owning not less than a majority of the lots. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the Secretary of the Association, shall be promptly made a part of the records of the Association, and be recorded in the Public Records of Volusia County, Florida.

(4) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting, or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE X
RULES AND REGULATIONS

(1) Occupancy

Any unit in Summer Trees shall be limited by the following restrictions:

- (a) Maximum persons per unit – two (2).
- (b) Guest visitation rights are limited to 90 days in any 6-month period.
- (c) Hardship cases shall be brought before the Board of Directors for consideration.

(2) Vehicles

(a) A maximum of two motor vehicles of any kind will be allowed per unit. Pick-up trucks or vans of $\frac{3}{4}$ ton maximum will be allowed provided such vehicle is the main source of transportation of the occupants of the unit.

(b) One parking space will be assigned to each unit. The second vehicle may park in any unassigned space. Garages and carports are designated parking spaces.

(c) All recreational vehicles shall be parked in designated areas in the fenced-in compound owned by the Association at no extra charge. A maximum of two (2) days parking prior to and after a trip is permitted in your unit designated parking space for the purpose of loading and unloading.

(d) Boats and trailer shall be parked in a designated area in the fenced-in compound owned by the Association at no extra charge. A maximum of one (1) day parking prior to and after use is permitted in your unit designated parking space for the purpose of loading and unloading.

(3) Unsightly Objects

(a) There shall be no hanging of clothes in owners' yards that is visible from the street or from another unit. As 6-foot wooden fence built to Summer Trees' specifications will be allowed a screen for those who wish to hang clothes in their yard. Any fence must be approved by the Board of Directors.

(4) Exterior Painting

(a) A master color scheme is hereby adopted by the Association as specified in exhibit "A" entitled "Master Color Scheme" and kept in Association files. No changes are allowed except alternate earth-tones acceptable to the Board of Directors and which are compatible within the neighborhood and surroundings.

(b) If any owner fails to maintain his lot and the improvements located thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds ($\frac{2}{3}$) vote of the Board, shall have the right, through its agents and employees, to enter upon said lot and to clean, repair, maintain and restore the lot and the exterior of the dwelling unit and any other improvements thereon. The cost of such exterior maintenance shall be billed and the Association shall receive payment in full within 30 days. If payment is not received within 30 days, the cost plus interest shall be added to and become part of the annual assessment to which such lot is subject.

(5) Vegetation

(a) No living tree or natural shrubbery may be removed or damaged in any way on Association property or on the homeowners' property without permission from the Board of Directors. Such permission will not be granted unless such tree is in eminent danger of falling or is in contact with the owner's building, or within three (3) feet of approved plans for expanding the building.

(b) Common Ground Rules

1. Written permission from the Board of Directors must be obtained before planting anything on common grounds. (That is the area outside of your fence.)
2. There will be an annual review of all plantings on common grounds between January 15 and February 15 to ensure compliance with these rules.
3. Bushes and shrubs planted will be limited to a height of 3'6", or as approved by the Board of Directors.
4. Trees on common grounds will be trimmed below six (6) feet, or as approved by the Board of Directors.
5. If the planting is done on sodded common ground, then that sodded area must be maintained by the homeowner. (Trees excepted)
6. All plantings will be monitored by the Grounds Committee, and if not taken care of (plantings must be kept neat and well groomed), they will be cut down. One warning will be given first.
7. Any planting made without written approval will be cut down immediately.
8. Leaves and other yard refuse shall not be dumped on common ground, but shall be prepared for the Port Orange trash collections.

The foregoing By-Laws were adopted by the Summer Trees Homeowners Association, Inc., a corporation not for profit, under the laws of the State of Florida, at meetings dating from September 1976 to March 1985.

ARTICLE XI
OCCUPANCY OF A UNIT

The Fair Housing Amendment Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, provides that communities cannot reject families with children younger than eighteen (18) years of age. However, the Fair Housing Act provides that a community is exempt from this requirement if:

- (a) At least eight percent (80%) of the dwelling units are occupied by at least one (1) person fifty-five (55) years of age or older per unit; and
- (b) Significant facilities and services specifically designed to meet the physical or social needs of older persons are available in the community.

For so long as such provisions of the Fair Housing Act are in effect, the Association intends that the Development will be a community which falls within this exemption to the Fair Housing Act. Therefore, so long as such provisions of the Fair Housing Act are in effect, at least one (1) occupant in each dwelling unit in the Development must be at least fifty-five (55) years of age or older. The Board of Directors of the Association (hereinafter, the "Board") upon application by a dwelling unit owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a dwelling unit to be occupied by individuals under the age of fifty-five (55), based upon criteria that the Board shall determine, consistent with the Requirements for Exemption, as amended from time to time. In the event of the death of a dwelling unit owner, the heirs to said dwelling unit would have the right to inheritance regardless of age. In the event there is a change in the occupants of the dwelling unit, (e.g., a death or a divorce) so that at least one (1) of the occupants is not longer fifty-five (55) years of age or older, the dwelling unit owner must immediately notify the Association of said change in writing. Unit owners now residing in Summer Trees who are under the fifty-five (55) age requirement would be grandfathered in.

END OF RECORDED ARTICLES AND BY-LAWS