08/15/2005 02:04 PM
Instrument# 2005-221431 # 1
Book: 5826
Page: 855

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Kenneth M. Clayton, Esquire
CLAYTON & MCCULLOH
1065 Maitland Center Commons Blvd
Maitland, Florida 32751

MARKETABLE RECORD TITLE ACT NOTICE

Summer Trees Homeowners Association, Inc., a Florida not-for-profit corporation, (hereinafter referred to as the "Association"), is a homeowners association subject to Chapter 720, Florida Statutes. The Association hereby certifies that preservation of the covenants or restrictions affecting the land identified hereinafter has been approved by a two-thirds vote of the Association's Board of Directors at a meeting at which a quorum of the Board was present, prior to which the Statement of Marketable Title Action (the "Statement") was mailed or hand delivered to the members of the Association, along with due notice of the time and place of said meeting. The Association hereby preserves the covenants or restrictions imposed on the land affected by filing this Marketable Record Title Act Notice (the "Notice") as follows:

1. **ASSOCIATION:**

The name and post office address of the Association desiring to preserve the covenants or restrictions is as follows:

Summer Trees Homeowners Association, Inc.
P.O. Box 290358
Port Orange, Florida 32129

2. **AFFIDAVIT OF MAILING OR HAND DELIVERY OF STATEMENT OF MARKETABLE TITLE ACTION:**

The Affidavit of an appropriate Member of the Board of Directors of the Association is attached hereto as Exhibit "1" affirming that the Association's Board of Directors caused the Statement to be mailed or hand delivered to the members of the Association at least seven (7) days prior to and again following the meeting of the Board of Directors, at which at least two-thirds of the members of the Board of Directors of the Association voted to approve the preservation of covenants or restrictions, as set forth in this Notice. The Affidavit is attached hereto as Exhibit "1" with the Statement attached thereto as Exhibit "A."

3. **LAND AFFECTED:**

The legal description of the land affected by this notice and subject to the covenants or restrictions (the "Land") is set forth on the plat(s) filed in the Public Records of Volusia County, Florida (the "Plat(s)") as follows:

Plat(s)	Plat Book	Pages
Summer Trees Unit I	34	10-11
Summer Trees Unit No. IA	34	70
Summer Trees Unit II	34	197
Summer Trees, Unit II-A	38	180
Summer Trees, Unit II-B	39	165

A copy of the Plats are attached hereto as Composite Exhibit "2".

4. **COVENANTS OR RESTRICTIONS BEING PRESERVED WHICH AFFECT THE LAND:**

The covenants or restrictions being preserved are set forth on the Plat(s) and in the governing documents identified hereinafter as (the "Governing Documents"). Copies of the Governing Documents containing the covenants or restrictions being preserved are recorded in the Public Records of Volusia County, Florida, as follow(s):

Document	Official Record Book	Page	et seq.
Declaration of Covenants and Restrictions for Summer Trees Unit I	1847	1476	[redacted]
Declaration of Covenants and Restrictions for Summer Trees Unit II	2013	0437	[redacted]
Joinder In, Consent To, and Acceptance of Declaration of Covenants and Restrictions for Summer Trees Unit II	2104	1848	[redacted]
Declaration of Covenants and Restrictions for Summer Trees, Unit II-A	2420	0067	[redacted]
Joinder and Consent	2446	1112	
Declaration of Covenants and Restrictions for Summer Trees, Unit II-B	2565	1219	[redacted]
Articles of Incorporation of Summer Trees Homeowners Association, Inc.	2711	1855	1856-1862
The Minutes and By Laws of the Meetings of Summer Trees Home Owners Association, inc.	Unrecorded		
By-laws of Summer Trees Homeowners' Association, Inc.	2711	1863	[redacted]
Summer Trees Homeowners Association Units I, II, A AND B Amendment to By-laws Rules and Regulations	3754	2798	2799
Amendments to Bylaws of Summer Trees Homeowners' Association, Inc. Units I, II, A AND B	3754	2800	[redacted]

A copy of these Governing Documents are attached hereto as Composite Exhibit "3".

By and through its undersigned authorized representative and pursuant to Chapter 712, Florida Statutes, the Association does hereby preserve and extend for the maximum duration permitted by law the covenants or restrictions imposed on the Land affected by this Notice.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 18 day of July, 2005.

Signed, Sealed and Delivered
in the Presence of:

Witness Signature

Terry Russell
Print Name of Witness

Bill Leaman
Witness Signature

BILL LEAMAN
Print Name of Witness

Summer Trees Homeowners Association, Inc.,
a Florida not-for-profit corporation

BY Jacqueline L. Grant
PRINT NAME: JACQUELINE L. GRANT
TITLE: President

ATTEST: Terry Nordeen
PRINT NAME: TERRY NORDEEN
TITLE: Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing was acknowledged before me this 18th day of JULY, 2005, by JACQUELINE L. GRANT, as President, of Summer Trees Homeowners Association, Inc., a Florida not-for-profit corporation, [ ] who is personally known to me or [✓] who produced Florida Driver's License as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Notary Seal
My Commission Expires:

Notary Public State of Florida
William Daniel Burd
My Commission DD420137
Expires 05/13/2009

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing was acknowledged before me this 18th day of JULY, 2005, by TERRY MORGEN, as Secretary, of Summer Trees Homeowners Association, Inc., a Florida not-for-profit corporation, [ ] who is personally known to me or [✓] who produced Florida Driver's License as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Notary Seal
My Commission Expires:

Notary Public State of Florida
William Daniel Burd
My Commission DD420137
Expires 05/13/2009

Exhibit "1"

AFFIDAVIT OF MAILING OR HAND DELIVERY OF STATEMENT OF MARKETABLE TITLE ACTION

STATE OF FLORIDA
COUNTY OF Volusia

Before me the undersigned authority on this date personally appeared Terry Norden, who after being duly sworn, deposes and says:

1. Affiant is the secretary and a director of Summer Trees Homeowners Association, Inc. (the "Association"), and is an appropriate member of the board of directors of the Association (the "Board") to execute this Affidavit on behalf of the Association and has personal knowledge of all matters set forth in this Affidavit.

2. Affiant affirms that notice of the meeting of the Board at which the Board was to decide whether to approve preservation of covenants or restrictions set forth in certain documents was furnished to the members by mail or hand delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board stated the time and place of the meeting and had attached thereto a copy of a document identified as the Statement of Marketable Title Action (the "Statement") which the Board was to consider for approval.

3. Affiant affirms that attached to this Affidavit as Exhibit "A" is a copy of the form of the Statement which was mailed or hand-delivered to members of the Association as an attachment to the Notice of the meeting of the Board.

Further Affiant Sayeth Not.

Terry Nordeen

Terry Nordeen, Secretary

The foregoing Affidavit was sworn to and subscribed before me on this 10th day of June, 20 05 by Terry Nordeen, acting as Secretary and as a Director of Summer Trees Homeowners Association, Inc. and this person is personally known to me or has produced Florida Drivers License as identification and who did take an oath.

Signature of Notary Public, State of Florida

Notary Seal

Notary Public State of Florida
William Daniel Burd
My Commission DD420137
Expires 05/13/2009

Print, Type, or Stamp Commissioned Name of Notary Public

STATEMENT OF MARKETABLE TITLE ACTION

Summer Trees Homeowners Association, Inc. (the "Association"), has taken action to ensure that the following documents, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence.

Document	Official Record Book	Page	et seq.
Declaration of Covenants and Restrictions for Summer Trees Unit I	1847	1476	[redacted]
Declaration of Covenants and Restrictions for Summer Trees Unit II	2013	0437	[redacted]
Joinder In, Consent To, and Acceptance of Declaration of Covenants and Restrictions for Summer Trees Unit II	2104	1848	[redacted]
Declaration of Covenants and Restrictions for Summer Trees, Unit II-A	2420	0067	[redacted]
Joinder and Consent	2446	1112	
Declaration of Covenants and Restrictions for Summer Trees, Unit II-B	2565	1219	[redacted]
Articles of Incorporation of Summer Trees Homeowners Association, Inc.	2711	1855	[redacted]
The Minutes and By Laws of the Meetings of SummerTrees Home Owners Association, inc.	Unrecorded		
By-laws of Summer Trees Homeowners' Association, Inc.	2711	1863	[redacted]

EXHIBIT
A

Document	Official Record Book	Page	et seq.
Summer Trees Homeowners Association Units I, II, A AND B Amendment to By-laws Rules and Regualations	3754	2798	2799
Amendments to Bylaws of Summer Trees Homeowners' Association, Inc. Units I, II, A AND B	3754	2800	[redacted]

To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Volusia County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Dated and Mailed this 18th day of July, 2005.

SUMMER TREES HOMEOWNERSASSOCIATION, INC.

BY: Terry Nordeen, Secretary

Instrument# 2005-221431 # 10
Book: 5626
Page: 864

Composite

Exhibit

"2"

[redacted]

CURVE		R	Δ	L	T	CHORD
	[illegible]ST	85.00	64°49'04"	88.81	53.56'	85.09'
	[illegible]ST	65.00	84°22'28"	88.09'	65.07'	87.84'
	[illegible]ST	65.00	84°26'28"	92.40'	44.99'	81.86'
	[illegible]ST	165.00	03°52'41"	11.08'	5.80'	11.11'
	[illegible]ST	65.00	06°35'09"	8.18'	4.09'	8.18'
	—	—	—	—	—	—
	[illegible]ST	116.00	38°33'16"	78.05'	40.55'	76.6'
	[illegible]ST	65.00	14°36'08"	16.56'	8.33'	16.5'
	[illegible]ST	35.00	14°56'35"	9.13	4.59'	9.11'
	[illegible]ST	35.00	31°14'35"	19.08	9.78'	18.85'
	[illegible]ST	65.00	31°14'30"	35.44'	18.17	35.00'
[illegible]	EAST	85.00	30°29'58"	45.06	23.09'	44.50'
8	WEST	75.00	80°20'58"	60.98'	31.19'	60.81'
9	EAST	135.00	27°35'27"	65.00'	33.14	64.34'
[illegible]	WEST	85.00	27°35'27"	40.93'	20.87'	40.54'
10	EAST	115.00	14°40'38"	29.48	14.81'	29.38'
[illegible]	WEST	85.00	21°40'38"	31.77	16.16'	31.71'
11	EAST	70.00	17°10'29"	20.98'	10.57	20.90
[illegible]	WEST	[illegible]	17°30'29"	38.97	19.49	38.88'
24	EAST	85.00	28°35'28"	42.41'	21.66	41.98'
24	WEST	[illegible]	28°35'28"	57.86	29.50'	56.19'
A	WEST	65.00	[illegible]°39'10"	40.41'	24.11'	40.16'
B	WEST	25.00	103°29'38"	45.09	31.62'	39.28'
C	WEST	25.00	107°00'[illegible]	58.20	44.11'	43.32'
D	WEST	100.00	[illegible]°43'13"	80.46	[illegible]	80.48'
E	EAST	91.90	79°04'38"	34.43	20.07	31.77

SUMMER TREES
UNIT I
PORT ORANGE, FLORIDA
A PART OF SEC.19, T16S, R33E

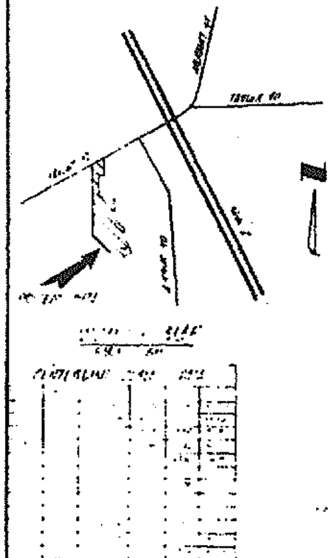
LEGAL DESCRIPTION

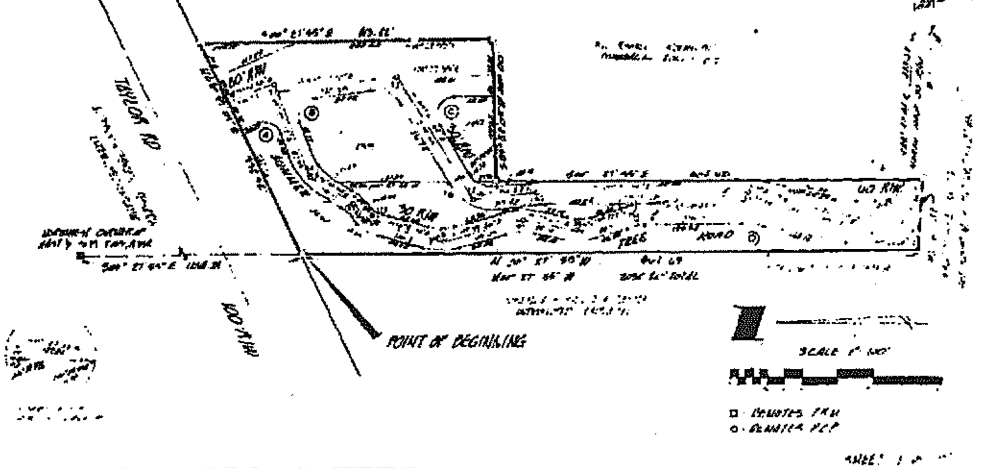
BEING A PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, SECTION 19, T16S, R33E LYING SOUTH OF TAYLOR RD, ALSO A PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ SAID SECTION 19, AND A PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ SAID SECTION 19 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST ½ OF SECTION 19, T16S, R33E; THENCE S 00°27'54"E ALONG THE WEST LINE OF THE EAST ½ OF SAID SECTION 19 A DISTANCE OF 1254.28' FEET TO A POINT IN THE SOUTHERLY R/W OF TAYLOR ROAD, AS NOW LAID OUT FOR [illegible] CONSTRUCTION, TO THE TRUE POINT OF BEGINNING; THENCE [illegible] ALONG SAID SOUTHERLY R/W OF TAYLOR ROAD A DISTANCE OF 394.46' FEET; THENCE S 00°27'54"E AND PARALLEL TO THE WEST LINE OF THE EAST ½ OF SAID SEC. 19 A DISTANCE OF 413.82 FEET; THENCE N 89°32'06"W A DISTANCE OF 200.00 FEET; THENCE S 00°27'54"E A DISTANCE OF 248.68 FEET; THENCE S 86°27'55"E A DISTANCE OF 394.30 FEET; THENCE S 09°54'44"E A DISTANCE OF 612.80 FEET; THENCE S 66°41'19"E A DISTANCE OF 89.05 FEET; THENCE S 66°50'47"W A DISTANCE OF 79.00 FEET; THENCE S 23°30'48"E A DISTANCE OF 430.49 FEET; THENCE S 89°59'17"W A DISTANCE OF 346.12 FEET; THENCE N 23°06'54"W A DISTANCE OF 68.11 FEET; THENCE N 89°10'35"W A DISTANCE OF 489.69 FEET; THENCE S 89°56'06"W A DISTANCE OF 29.00 FEET TO A POINT IN THE WEST LINE OF THE EAST ½ OF SAID SECTION 19; THENCE N 00°27'54"W ALONG THE WEST LINE OF THE EAST ½ OF SAID SEC. 19 A DISTANCE OF 2000.20 FEET TO THE POINT OF BEGINNING. CONTAINING 20.87 ACRES MORE OR LESS

SITE DATA

TOTAL AREA	20.87 ACRES
PUBLIC LAND USAGE	2.[illegible] ACRES
PRIVATE LAND USAGE	8.85 ACRES
LINEAL FT ROADWAY	[illegible]
EXISTING ZONING	[illegible]
TOTAL LD UNITS	199
DENSITY	9.5 UNITS/ACRE





□ DENOTES P.R.M.
○ DENOTES P.C.P.

SHEET 1 OF [illegible]

PLAT BOOK 34 PAGE 10

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicate the Streets, alleys, thoroughfares, parks, canals, utility easements, utility right-of-way, and [redacted] furthermore, I dedicate a public sewer and water [illegible] thereon to the perpetual use of the public. IN WITNESS WHEREOF, The undersigned hereunto set their hands and seals on [illegible]

[illegible] CREEK INVESTMENTS INC

E. W. RUSSELL, PRESIDENT

JAMES B. HALL, SECRETARY

Signed and sealed in presence of

STATE OF FLORIDA COUNTY OF VOLUSIA
THIS IS TO CERTIFY, That on [illegible] before me an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared
MR E W RUSSELL
MR JAMES B HALL
to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC State of Florida

My Commission Expires [illegible]

~~JOINDER AND CONSENT TO DEDICATION (CORPORATION)~~

~~The undersigned hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the above described property and that the undersigned hereby joins in and consents to the dedication of the lands described by the owner thereof and agrees that its mortgage, lien, or other encumbrance, which is recorded in Official Record Book [illegible] Page [illegible] of the Public Records of [illegible] County, Florida, shall be subordinated to the above dedication.~~

~~Signed, sealed and delivered in the presence of~~

~~Attest~~

~~STATE OF~~

~~THIS IS TO CERTIFY, That on [illegible] before me an officer duly [redacted] [illegible]~~

~~[redacted] [illegible]~~

~~IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.~~

CERTIFICATE OF SURVEYOR

[illegible]

CERTIFICATION OF APPROVAL OF WATER AND SEWAGE DISPOSAL SYSTEMS

[illegible]

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY, That on [illegible] this plat was approved by [illegible]

~~CERTIFICATE OF APPROVAL BY ZONING COMMISSION~~

~~THIS IS TO CERTIFY, That on [illegible] the Zoning Commission of PORT ORANGE approved the foregoing plat~~

~~Zoning Chairman~~

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed [redacted]
at File No.

Clerk of the Circuit Court
in and for Volusia County, Florida

CERTIFICATE OF APPROVAL BY CITY COUNCIL OF PORT ORANGE, FLORIDA

THIS IS TO CERTIFY, That on [illegible] 13 '76 the foregoing plat was approved by the CITY Council of PORT ORANGE, Florida.

Chairman of the CITY Council of PORT ORANGE
Attest
CITY Manager of PORT ORANGE

CERTIFICATE OF APPROVAL BY THE PLANNING DEPARTMENT

THE PORT ORANGE [redacted] BOARD hereby approves the final plat for the SUMMER TREES UNIT I Subdivision
Dated [illegible] 76
CHAIRMAN
PORT ORANGE [redacted] BOARD

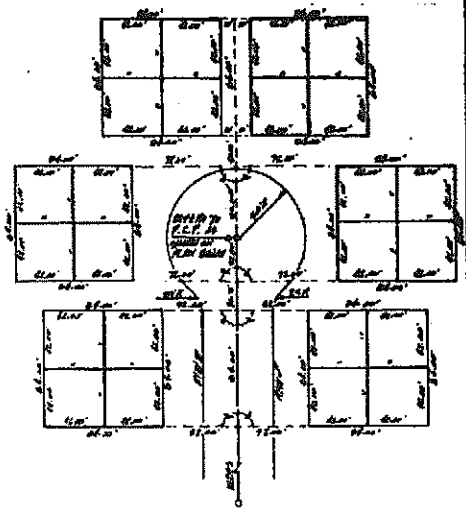
44031

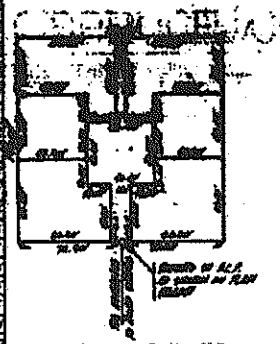
SUMMER TREES

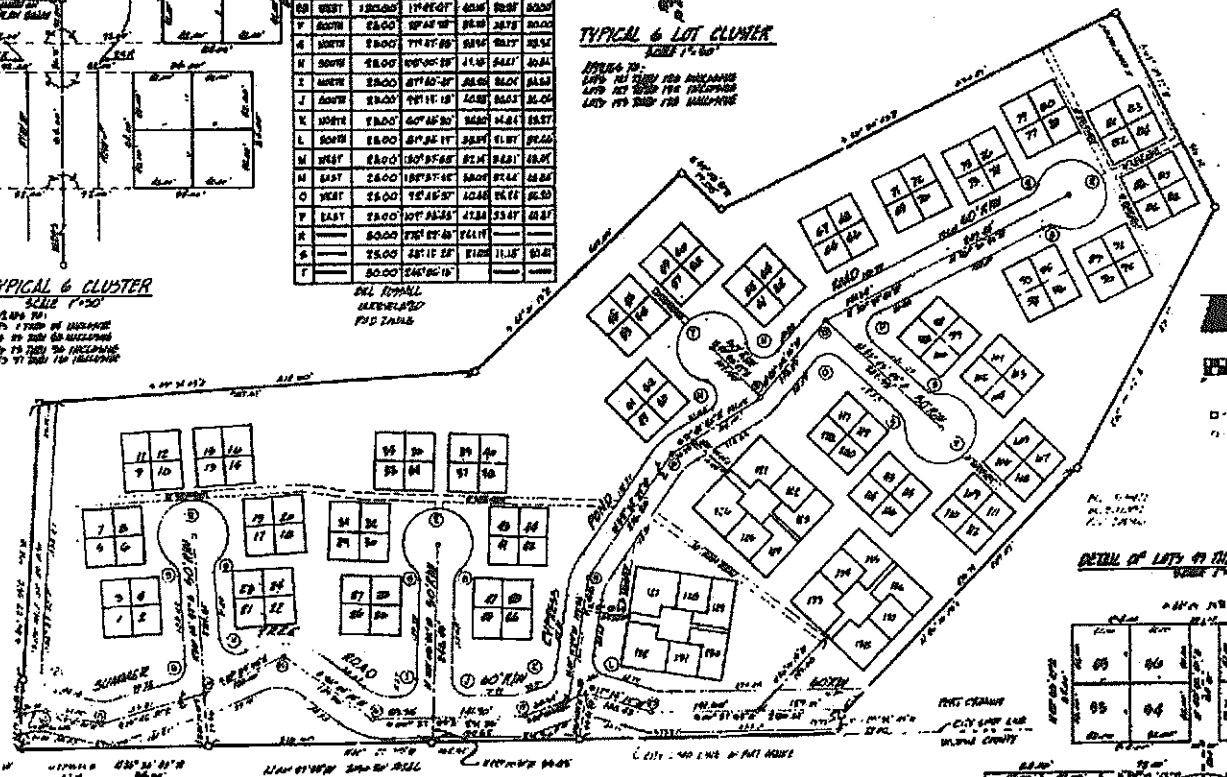
UNIT I

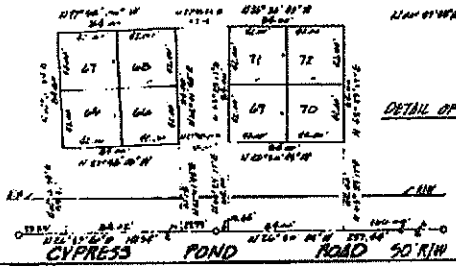
PORT ORANGE, FLORIDA

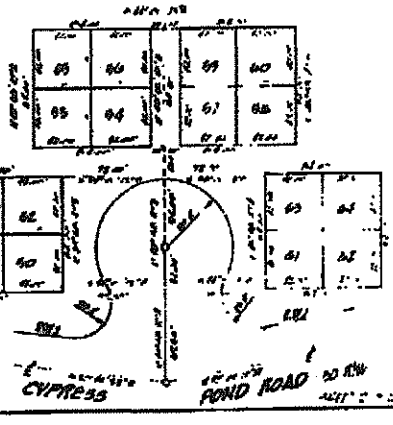
A PART OF SEC.19, T16S, R33E











CENTERLINE CURVE DATA					

Instrument# 2005-221431 # 13
Book: 5626
Page: 867

SUMMER TREES

UNIT NO. 1A

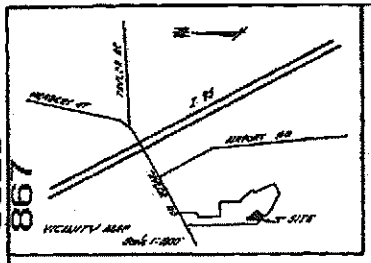
A RESUBDIVISION OF PART OF SUMMER TREES UNIT NO. 1

PORT ORANGE, FLORIDA

BEING A PART OF SEC.19, T16S, R33E

VOLUSIA COUNTY, FLORIDA

THE PURPOSE OF THIS PLAT IS TO CHANGE THE DIMENSIONS OF LOTS 121 TO 138 INCLUSIVE



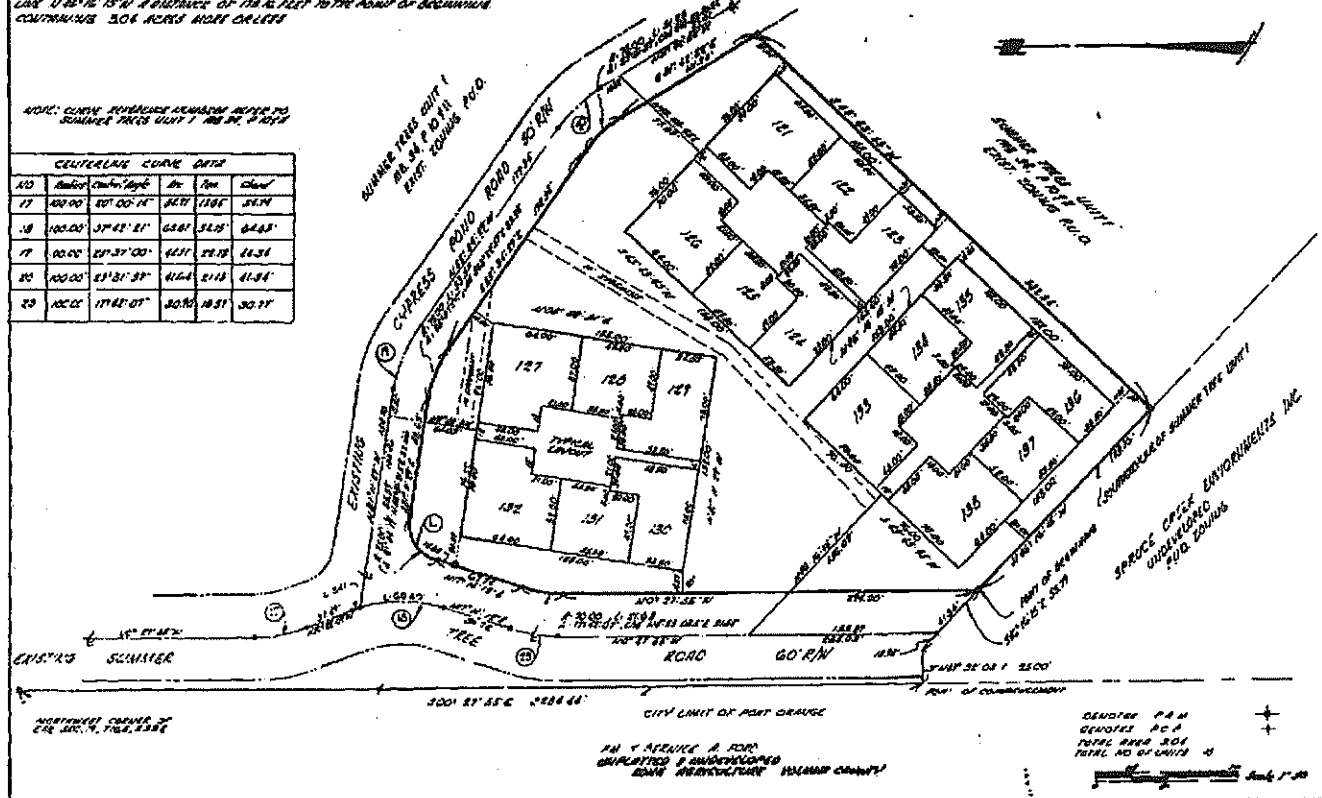
BEING A RESUBDIVISION OF LOTS 121 THRU 138 INCLUSIVE, SUMMER TREES UNIT 1, AS SHOWN ON MAP IN MAP BOOK 34, PAGES 10 AND 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE WEST LINE OF "SUMMER TREES UNIT 1" PREVIOUSLY RECORDED, AND POINT BEING S 0° 27' 55" E A DISTANCE OF 2286.44 FEET FROM THE NORTHWEST CORNER OF THE EAST ONE-HALF (E1/2) OF SECTION 19, T16S, R33E, THENCE ALONG THE SOUTHERLY LINE OF SUMMER TREES UNIT 1 FOR THE TWO (2) FOLLOWING COURSES AND DISTANCES: THENCE (1) N 89° 32' 05" E A DISTANCE OF 25.00 FEET, THENCE (2) N 87° 16' 15" E A DISTANCE OF 53.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SUMMER TREE ROAD A 60 FOOT [redacted] AS SHOWN ON PLAT OF SUMMER TREES UNIT 1 RECORDED, THENCE ALONG THE EASTERLY RIGHT-OF-WAY SUMMER TREE ROAD AND THE SOUTHERLY RIGHT-OF-WAY OF CYPRESS POND ROAD A 50 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON PREVIOUSLY [redacted] "SUMMER TREES UNIT 1" FOR THE [redacted] (9) FOLLOWING COURSES AND DISTANCES: THENCE (1) ALONG A TANGENT N 00° 27' 55" W A DISTANCE OF 276.21 FEET TO A POINT OF CURVATURE, THENCE (2) BY A CURVE TO THE RIGHT WITH A RADIUS OF 1000 FEET, A CENTRAL ANGLE OF 17° 45' 07", AN ARC LENGTH OF 310.3 FEET, AND ARC BEING [redacted] BEARING N 8° 29' 28" E, A DISTANCE OF 309.1 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE (3) N 17° 52' 12" E ALONG THE TANGENT OF THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 67.14 FEET TO A POINT OF CURVATURE, THENCE (4) BY A CURVE TO THE RIGHT WITH A RADIUS OF 1500 FEET, A CENTRAL ANGLE OF 8° 24' 17", AN ARC LENGTH OF 220.1 FEET, AND ARC BEING SUBTENDED BY CHORD BEARING N 13° 39' 53" E A DISTANCE OF 219.9 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE (5) N 9° 27' 44" E ALONG THE TANGENT OF THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 146.6 FEET TO A POINT OF CURVATURE, THENCE (6) BY A CURVE TO THE RIGHT WITH A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 1° 31' 00", AN ARC LENGTH OF 39.63 FEET, AND ARC BEING SUBTENDED BY A CHORD BEARING N 8° 12' 37" E A DISTANCE OF 39.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE (7) ALONG THE TANGENT OF THE PREVIOUSLY DESCRIBED CURVE N 6° 57' 07" E A DISTANCE OF 172.94 FEET TO A POINT OF CURVATURE, THENCE (8) BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 31° 51' 37", AN ARC LENGTH OF 31.83 FEET, AND ARC BEING SUBTENDED BY A CHORD BEARING S 43° 38' 40" E A DISTANCE OF 31.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE (9) ALONG THE TANGENT OF THE PREVIOUSLY DESCRIBED CURVE S 27° 43' 31" E A DISTANCE OF 14.14 FEET THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY OF CYPRESS POND RD S 43° 23' 45" W A DISTANCE OF 392.34 FEET TO A POINT ON THE SOUTHWEST LOT OF "SUMMER TREES UNIT 1", THENCE ALONG AND EAST ADJACENT LINE N 89° 16' 15" W A DISTANCE OF 178.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.06 ACRES MORE OR LESS

NOTE: CURVE REFERENCE NUMBERS REFER TO SUMMER TREES UNIT 1 MB 34, P 10 & 11

CENTERLINE CURVE DATA					
NO	Radius	Central Angle	Arc	Tan	Chord
17	400.00'	50° 00' 14"	347.77	187.86'	336.74'
18	100.00'	37° 43' 21"	64.81'	33.61'	64.63'
19	100.00'	50° 37' 00"	88.31'	47.18'	85.54'
20	100.00'	63° 31' 37"	110.84'	61.13'	105.34'
21	100.00'	17° 45' 07"	30.98'	15.51'	30.77'



MAP BOOK 34
PAGE 70

[redacted]

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS HERE OF THE LAND SHOWN ON THE ACCOMPANYING PLAT HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS SUMMER TREES UNIT 1A, A RESUBDIVISION OF PART OF SUMMER TREES UNIT 1 AS RECORDED IN MAP BOOK 34, PAGES 10 AND 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE STREETS AND EASEMENTS SHOWN HEREON AND DEDICATE THE EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HANDS AND SEALS

E.W. ROSSELL

JOHN E. VEDDER

M. ANGELA HAMMONS

SIGNED AND SEALED IN THE PRESENCE OF

WITNESS

WITNESS

WITNESS

WITNESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED E.W. ROSSELL, JOHN E. VEDDER, AND M. ANGELA HAMMONS TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES

CERTIFICATE OF SURVEYOR

[redacted]

CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL BY CITY COUNCIL OF PORT ORANGE, FLORIDA

THIS IS TO CERTIFY THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF PORT ORANGE FLORIDA

MAYOR OF THE CITY OF PORT ORANGE

ATTEST: CITY MANAGER OF PORT ORANGE

CERTIFICATE OF APPROVAL BY THE PLANNING DEPARTMENT

THE PORT ORANGE PLANNING BOARD CHAIRMAN HEREBY APPROVES THE FINAL PLAT FOR THE "SUMMER TREES UNIT 1 REVISED"

Walter J. Barnhart AIA Mar 26, 1976

CHAIRMAN
PORT ORANGE PLANNING BOARD

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON MAR 26, 1976 THE PLAT WAS APPROVED BY

CITY MANAGER
PORT ORANGE, FLORIDA

CERTIFICATE OF APPROVAL BY THE PUBLIC WORKS DEPARTMENT

[redacted]

SUMMER TREES

UNIT II

PORT ORANGE, FLORIDA

A PART OF SECTION 10, T16S, R33E

BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SUMMER TREES SUBDIVISION UNIT I AS RECORDED IN MAP BOOK 34, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUMMER TREES SUBDIVISION UNIT I FOR THE THREE FOLLOWING COURSES AND DISTANCES; THENCE (1) S 88°42'00" E, A DISTANCE OF 60 FEET; THENCE (2) S 46°41'10" E, A DISTANCE OF 42.87 FEET; THENCE (3) S 88°42'00" E, A DISTANCE OF 60.00 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY FOR THE TEN FOLLOWING COURSES AND DISTANCES; THENCE (4) S 32°20'10" E, A DISTANCE OF 60.00 FEET; THENCE (5) S 46°41'10" E, A DISTANCE OF 100.00 FEET; THENCE (6) S 32°20'10" E, A DISTANCE OF 100.00 FEET; THENCE (7) S 32°20'10" E, A DISTANCE OF 100.00 FEET; THENCE (8) S 32°20'10" E, A DISTANCE OF 60.00 FEET; THENCE (9) S 32°20'10" E, A DISTANCE OF 60.00 FEET; THENCE (10) S 32°20'10" E, A DISTANCE OF 60.00 FEET; THENCE (11) S 70°45'20" W, A DISTANCE OF 30.00 FEET; THENCE (12) N 87°00'00" W, A DISTANCE OF 200.00 FEET TO A POINT IN THE WEST LINE OF THE EAST 1/2 OF SECTION 10; THENCE (13) ALONG SAID WEST LINE N 0°00'00" W, A DISTANCE OF 674.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES MORE OR LESS.

RIGHT-OF-WAY CURVE DATA

No.	Radius	Δ	L	T	Chord & Bearing
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CENTERLINE CURVE DATA

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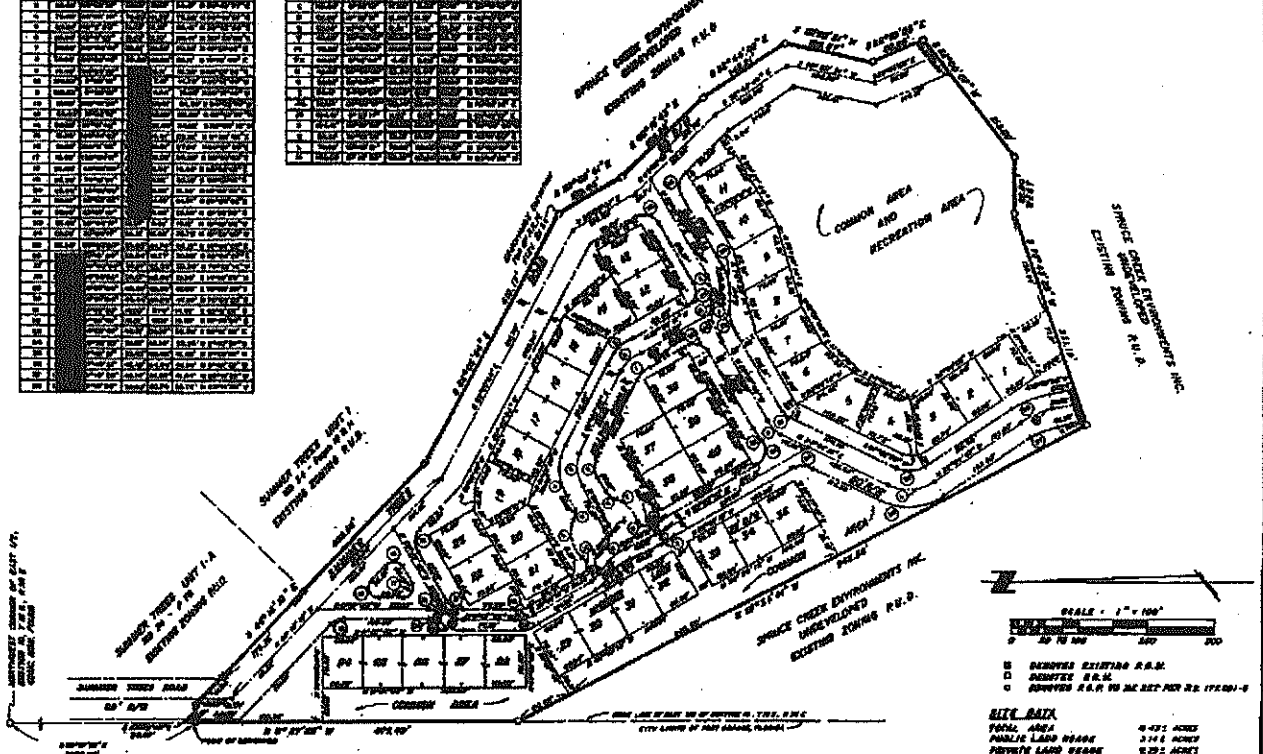


CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the Zoning Commission of the ..... District approved the foregoing plat.

..... Zoning Chairman

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on 3-7-78 at 10:46 A.M. File No. 17151

T. A. Hodges Clerk of the Circuit Court in and for Volusia County, Florida — Deputy

CERTIFICATE OF APPROVAL BY CITY COUNCIL OF PORT ORANGE, FLORIDA

THIS IS TO CERTIFY, That on 3-6-78 the foregoing plat was approved by the CITY COUNCIL OF PORT ORANGE, FLORIDA

Chairman of the City Council of Port Orange

Attest: ..... City Manager of Port Orange

CERTIFICATE OF APPROVAL BY THE PLANNING DEPARTMENT

THE PORT ORANGE PLANNING BOARD hereby approves the final plat for the SUMMER TREES - UNIT II Subdivision

Dated MARCH 1 1978

CHAIRMAN PORT ORANGE PLANNING BOARD

PLAT BOOK 34 AND PAGE 197

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the land included in the foregoing dedicated to this plat, do hereby dedicate said lands and plat to the use and purpose therein expressed and dedicate the streets, alleys, thoroughfares, parks, drives, utility easements, utility right of way, and drainage easements. Furthermore, dedicate in public power and water systems shown hereon to the perpetual use of the public. IN WITNESS WHEREOF, The undersigned hereunto set their hands and seals on 1-26-78

E. W. RUSSELL, PRESIDENT

M. BROOKS HANGARD, SECRETARY

SPRUCE CREEK ENVIRONMENTS, INC.

Signed, sealed in the presence of

STATE OF FLORIDA COUNTY OF VOLUSIA

THIS IS TO CERTIFY, That on 1/26/78 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared

E.W. RUSSELL PRESIDENT
M. BROOKS HANGARD SECRETARY

to me known to be the individuals described in and who executed the foregoing dedication and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date SEAL

NOTARY PUBLIC

My Commission Expires March 31, 1981

MORTGAGEE AND COMPANY TO DEDICATION (CORPORATION)

The undersigned hereby certifies that it is the owner of a mortgage, lien or other security upon the above described property and that the undersigned hereby joins in and consents to the dedication of the lands described above by the owner thereof, and agrees that the mortgage, lien, or other encumbrance, which is recorded in Official Records Book ..... Page ..... of the Public Records of Volusia County, Florida, shall be subordinated to the above dedication

Signed, sealed and delivered in the presence of

President

Attest

STATE OF COUNTY OF

THIS IS TO CERTIFY, That on ..... before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared

President and ..... of the above named corporation hereinafter called under the name of the Mortgagee to me known to be the individuals and officers described in and who executed the foregoing dedication and Consent to Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; that that said instrument and consent to Dedication is the act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date SEAL

NOTARY PUBLIC

My Commission Expires

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on ..... he completed the survey of the lands as shown on the foregoing plat, that said plat is a correct representation of the lands thereon described and platted, that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes, and that said land is located in Volusia County, Florida. Dated .....

Registration No. .....

CERTIFICATION OF APPROVAL OF WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS

I HEREBY CERTIFY, That the water supply and sewage disposal systems installed or proposed for installation in SUMMER TREES UNIT II subdivision fully meet public health requirements, and are hereby approved as shown

DATE March 1, 1978 DIRECTOR OF PUBLIC WORKS OR HIS AUTHORIZED REPRESENTATIVE

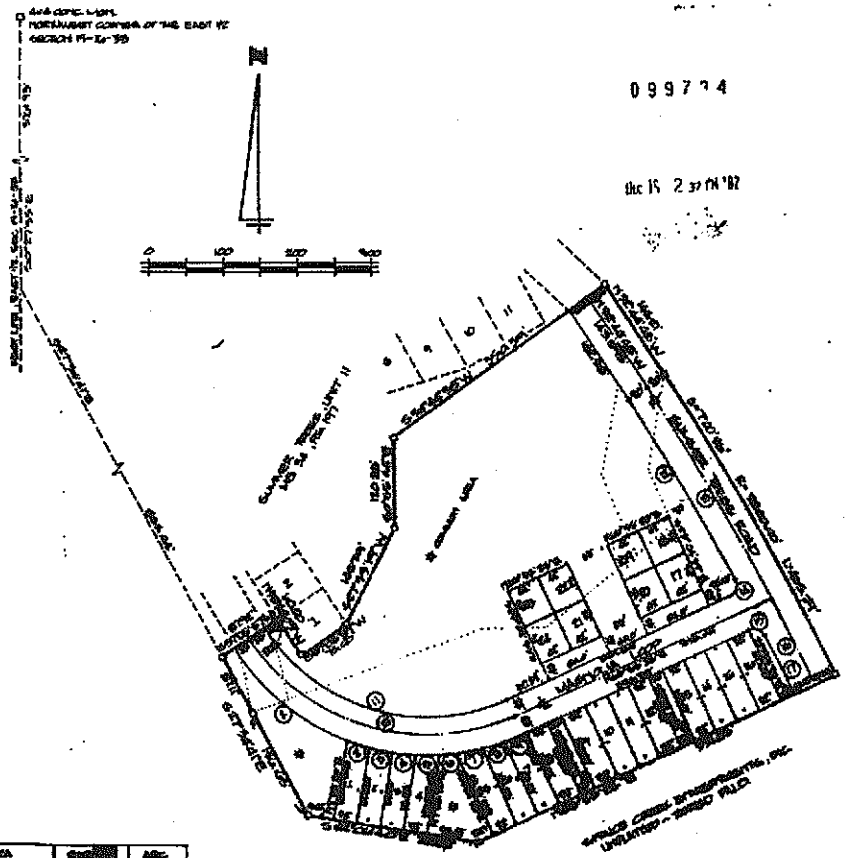
CERTIFICATE OF APPROVAL

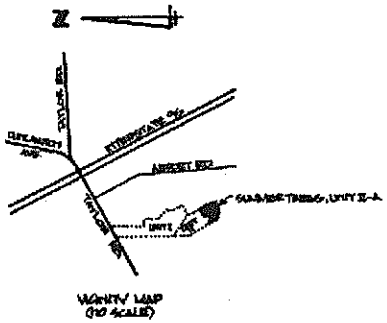
THIS IS TO CERTIFY, That on ..... this plat was approved. By ..... City Engineer

Instrument# 2005-221431 # 15
Book: 5626
Page: 869

SUMMER TREES, UNIT II-A

A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A REPLAT OF A PORTION OF SUMMER TREES, UNIT II, AS RECORDED IN MAP BOOK 34, PAGE 197, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF LOT 1, SAID SUMMER TREES, UNIT II, AS THE POINT OF BEGINNING, RUN S 61°25'51"W A DISTANCE OF 61.92 FEET TO THE BOUNDARY OF SAID SUMMER TREES, UNIT II; THENCE S 47°10'12"E ALONG THE BOUNDARY OF SAID SUMMER TREES, UNIT II, A DISTANCE OF 87.11 FEET; THENCE DEPARTING THE BOUNDARY OF SAID SUMMER TREES, UNIT II, RUN S 27°54'41"E A DISTANCE OF 160.66 FEET; THENCE S 62°05'19"W A DISTANCE OF 207.76 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE LOOKING SOUTHWEST AND HAVING A RADIUS OF 460.00 FEET; THENCE FROM A TANGENT BEARING OF N 35°49'50"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°07'50" A DISTANCE OF 60.93 FEET TO THE PT OF SAID CURVE AND THE BOUNDARY OF SAID SUMMER TREES, UNIT II; THENCE N 43°40'48"W ALONG THE BOUNDARY OF SAID SUMMER TREES, UNIT II, A DISTANCE OF 160.01 FEET; THENCE DEPARTING THE BOUNDARY OF SAID SUMMER TREES, UNIT II, RUN S 46°44'52"W A DISTANCE OF 162.59 FEET; THENCE S 27°54'41"E A DISTANCE OF 166.79 FEET TO THE BOUNDARY OF SAID LOT 1, SUMMER TREES, UNIT II; THENCE RUN ALONG THE BOUNDARY OF SAID LOT 1, SUMMER TREES, UNIT II THE FOLLOWING COURSES AND DISTANCES; S 61°05'51"W A DISTANCE OF 76.00 FEET; THENCE N 72°44'09"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7.143 ACRES.





NO	DELTA	RADIUS	ARC
1	87°10'12"	[illegible]	[illegible]
2	4°42'48"	[illegible]	[illegible]
3	4°47'07"	[illegible]	[illegible]
4	4°47'48"	[illegible]	[illegible]
5	4°41'07"	[illegible]	[illegible]
6	8°37'07"	[illegible]	[illegible]
7	4°54'40"	[illegible]	[illegible]
8	8°40'09"	[illegible]	[illegible]
9	4°17'11"	[illegible]	[illegible]
10	80°10'52"	[illegible]	[illegible]
11	80°10'52"	[illegible]	[illegible]
12	5°25'23"	[illegible]	[illegible]
13	9°05'27"	[illegible]	[illegible]
14	55°15'00"	[illegible]	[illegible]
15	87°15'00"	[illegible]	[illegible]

NOTES:
[illegible] - 4x4 CONC. MON. NO. "LB 6964"
[illegible] - CENTERED PK.S.P. - METAL DISK NO. "LB 6964"
(R) CENTERED RADIAL BEARING (NR) CENTERED NON-RADIAL BEARING
BUILDING SETBACKS SHOWN ON SUMMER TREES, UNIT II, MB 34, PG 197
IF CENTRAL ACADEMY AREA TO BE USED AS WETLANDS, BUILDING, COMPANIES & UTILITY EASEMENTS
TOTAL AREAS IN CLASSIFICATION AREA : [illegible]

PLAT BOOK 36
PAGE 180

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT UNITED CREEK ENVIRONMENTAL, INC. INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT ENTITLED SUMMER TREES, UNIT II-A, LOCATED IN THE CITY OF PORT ORANGE, COUNTY OF VOLUSIA, FLORIDA, DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATE ALL STREETS, ROADWAYS, ROADS, ALLEYS, THOROUGHFARES, PARKS, CANALS, UTILITY EASEMENTS, UTILITY EASEMENTS OF WAYS, AND DRAINAGE EASEMENTS, SHOWN OR DESCRIBED THEREIN TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES AND, IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS ON THIS 18 DAY OF NOV., A.D. 1982.

UNITED CREEK ENVIRONMENTAL, INC.
BY: [illegible] SEAL
PRESIDENT
ATTEST: [illegible] SEAL
SECRETARY

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF
[illegible]
[illegible]
STATE OF FLORIDA, COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF NOV., A.D. 1982 BY [illegible], PRESIDENT OF UNITED CREEK ENVIRONMENTAL, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION.
[illegible]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/20/86

JOINDER AND CONSENT TO DEDICATION

[illegible]

[illegible]

CERTIFICATE OF APPROVAL BY [illegible]

[illegible]

CERTIFICATE OF APPROVAL BY [illegible]

[illegible]

CERTIFICATE OF APPROVAL BY [illegible]

[illegible]

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES, AND WAS FILED FOR RECORD ON [illegible] AT 2:37 P.M. [illegible]
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA
[illegible]

Instrument# 2005-221431 # 16
Book: 5626
Page: 870

PLAT BOOK 39
PAGE 165

39 165

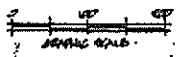
SUMMER TREES , UNIT II-B

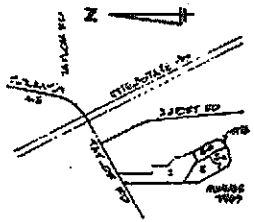
A PORTION OF SECTION 19 , TOWNSHIP 18 SOUTH , RANGE 33 EAST , PORT ORANGE, VOLUSIA COUNTY, FLORIDA

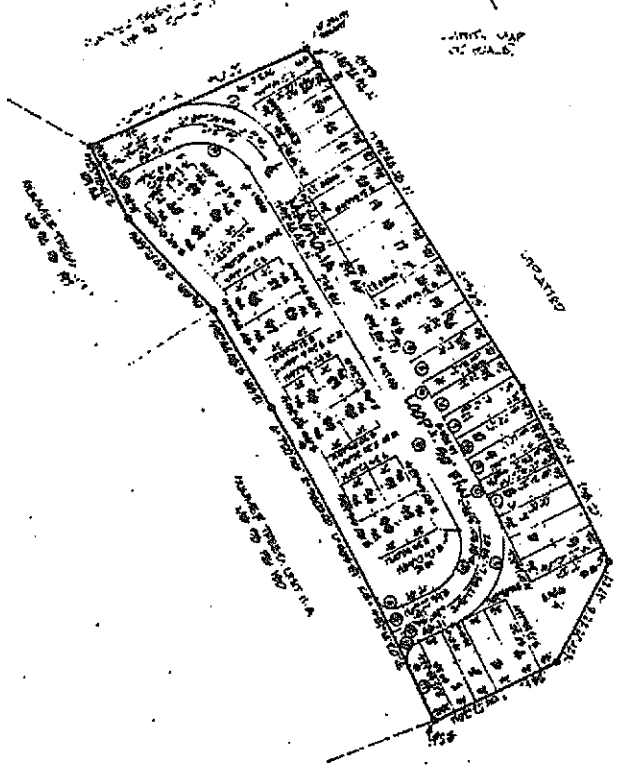
DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE PLAT OF SUMMER TREES, UNIT II-A, AS RECORDED IN MAP BOOK 38, PAGE 102, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THE SOUTH BOUNDARY OF SUMMER TREES, UNIT II-A, AS RECORDED IN MAP BOOK 38, PAGE 102, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN S 89°55'00"E A DISTANCE OF 1,187.21 FEET; THENCE RUN N 00°05'00"E A DISTANCE OF 1,000.00 FEET; THENCE RUN S 89°55'00"E A DISTANCE OF 1,000.00 FEET; THENCE RUN S 00°05'00"W A DISTANCE OF 1,000.00 FEET; THENCE RUN S 89°55'00"E A DISTANCE OF 1,000.00 FEET TO THE SOUTHWEST CORNER OF SUMMER TREES, UNIT I, AS RECORDED IN MAP BOOK 38, PAGES 10 & 11, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N 00°05'00"W ALONG SAID SOUTHWEST BOUNDARY A DISTANCE OF 1,000.00 FEET TO THE SOUTHWEST CORNER OF SUMMER TREES, UNIT II, AS RECORDED IN MAP BOOK 38, PAGE 101, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE N 00°05'00"W ALONG SAID SOUTHWEST BOUNDARY A DISTANCE OF 109.48; THENCE RUN N 89°55'00"E A DISTANCE OF 1,187.21 FEET TO THE SOUTHWEST CORNER OF SUMMER TREES, UNIT III-A; THENCE CONTINUE N 89°55'00"E ALONG SAID SOUTHWEST BOUNDARY A DISTANCE OF 1,187.21 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 90°00'00", THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,047.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.00 ACRES







NO	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
16	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
17	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
18	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
19	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
20	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
21	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NOTES:
- [illegible]
- [illegible]
(F) DENOTES RADIAL LINE (NR) DENOTES NON-RADIAL LINE
[illegible] SUMMER TREES [illegible] PLATS
# DENOTES COMMON AREA "C" AS SHOWN ON SUMMER TREES, UNIT II-A
UTILITY EASEMENT
TOTAL ACREAGE IN COMMON AREA = [illegible]

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT [illegible], INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, OWNER IN FEE SIMPLE OF THE LAND DESCRIBED IN THE AFFIXED PLAT ENTITLED SUMMER TREES, UNIT II-B, LOCATED IN THE CITY OF PORT ORANGE, COUNTY OF VOLUSIA, FLORIDA, DO HEREBY DEDICATE AND LAND AND PLAT FOR THE USE AND PURPOSE THEREIN EXPRESSED AND DEDICATE ALL STREETS, AVENUES, ROADS, ALLEYS, TRANSMISSION MAINS, CANALS, UTILITY EASEMENTS, UTILITY RIGHTS OF WAY, AND COURTESY EASEMENTS, GRANT OR GRANTED RESPECTIVELY TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES AND, IN WITNESS WHEREOF, WE HAVE HERE AND HERE ON THIS 7th DAY OF March A.D. 1986.

BY [illegible]
PRESIDENT

SEAL

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
Melissa J. Boone
Scott J. Albrecht

STATE OF FLORIDA, COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF March A.D. 1986 BY [illegible] PRESIDENT OF SUMMER TREES DEVELOPMENT CORPORATION, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION.

Melissa J. Boone
NOTARY PUBLIC
MY COMMISSION EXPIRES: [illegible]

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THE UNDERSIGNED, A LICENSED AND REGISTERED LAND SURVEYOR, [illegible] THAT I HAVE MADE, AND CAUSED TO BE MADE, THE SURVEY OF THE LANDS DESCRIBED IN THE FOREGOING PLAT. THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED. THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

DATED [illegible]

[illegible]
REG. LAND SURVEYOR, [illegible]

CERTIFICATE OF APPROVAL BY PLANNING [illegible]
THIS IS TO CERTIFY THAT ON 7/11/86 THE PLANNING COMMISSION OF THE CITY OF PORT ORANGE APPROVED THE PLAT.

[illegible]
PLANNING COMMISSION, [illegible]

CERTIFICATE OF APPROVAL
THIS IS TO CERTIFY THAT ON March 1986 THIS PLAT WAS APPROVED BY [illegible]
CITY ENGINEER

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA
THIS IS TO CERTIFY THAT ON OCT. 7, 1986 THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA.

MAYOR OF THE CITY OF PORT ORANGE [illegible]
ATTEST: Shirley M. Kelley
CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT CONFORMS IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON 3-18-86.

AT FILE NO. [illegible]
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

[illegible] D.C.

896

Instrument# 2005-221431 # 17
Book: 5626
Page: 871

Composite

Exhibit

"3"

Sept 1974

20130437
BOOK PAGE

This instrument prepared by:
E. W. Russell
P.O. Box 678
Port Orange, Fla. 32017

SEP 13 8 45 AM

073500

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUMMER TREES UNIT II

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 Unit No. II, as per plat recorded in Map Book 34, page 197, Public Records of Volusia County, Florida.

2. Underlying Considerations. The following factors are among the considerations underlying this declaration:

a. The property (hereinafter called the development) affected by these covenants and restrictions is intended to be developed as the second phase of a residential planned unit development in the City of Port Orange, Florida. It is anticipated that these or similar covenants and restrictions may be adopted and applied to additional phases of the planned unit development as such additional phases are developed. It is intended, however, that these covenants and restrictions shall be and remain valid and effective with respect to the specific property described in paragraph 1 above without regard to whether any such additional phases are developed and without regard to whether any such covenants and restrictions for any such additional phases are adopted.

b. The development is intended to be residential in character, consisting of several dwelling units, as shown on the above described plat, and attendant facilities, which may but shall not be required to include, without limitation, parking areas, parks, recreation areas, clubhouses and administration buildings, with any such attendant facilities being provided by the developer.

c. The dwelling units are intended to be developed either as mini estate homes, twin homes, tri-homes, quadrahomes or village homes, with each individual dwelling unit being situated on an individual platted residential lot. In each building which consists of more than one dwelling unit, each dwelling unit in the building will share one (1) or more common walls with an adjoining dwelling unit or units in the same building. In order to minimize deterioration in the appearance of the residences and of the development as a whole, and to minimize deterioration in the stability and other physical conditions of the quadrahome and village home residences in particular, this declaration of covenants and restrictions provides for each owner to fulfill certain obligations and responsibilities toward each other owner of property in the development.

d. For purposes of unified control, it is considered to be necessary that all areas and improvements, other than the dedicated rights-of-way and the individually numbered lots upon which dwelling units are to be situated, be owned, managed and maintained by a homeowners' association (hereinafter called the Association) for the joint use and benefit of all of its members and that all owners of property in the development be members of the Association. Such

areas and improvements (hereinafter referred to as the open spaces and amenities) shall include the parking areas, parks, recreation areas, outbuildings, and all other areas of any kind whatsoever, with the exception of dedicated rights-of-way, which are located outside the boundaries of the individually numbered lots.

e. It is considered to be necessary for the covenants, conditions and restrictions set forth in this declaration to be construed as restrictive covenants running with the title to the land and with each and every parcel thereof and to be binding upon the undersigned and their successors and assigns for the mutual benefit of each owner of land in the development, for the orderly construction and administration of the development, and for the general health, safety and welfare of the general public as a whole.

3. General Covenants and Restrictions.

a. Permitted Use. The platted residential lots, and each and every one of them, shall be used only for single family residential purposes. No structure other than one single family dwelling unit 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.

(3) One common radio and television signal receiving tower for a master antenna system shall be provided and may be constructed to any height otherwise permitted by law.

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 fifteen (15) 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, quadrahome 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 fifty (50) 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.

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 owned by the Association, and the duly authorized water meter readers of the City of Port Orange and its successors and assigns shall have authority to enter onto such property when necessary solely for the purpose of reading or maintenance of such meters.

i. Nuisances. No lot shall be used in whole or in part for the storage of rubbish or trash of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear unclean or untidy or that will be obnoxious to the eye; nor shall there be kept on any lot any substance, thing, material or animal that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of neighboring properties.

j. Temporary Buildings. No structure of a temporary character, including, without limitation, mobile homes, trailers, tents, shacks, garages, or other outbuildings, 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 developer or the Association.

k. Signs. No signs of any kind shall be displayed to 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 developer or the Association from erecting, placing or maintaining such signs as may be deemed necessary by them for the operation of the development.

l. Antennae. Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside any building in the development; provided, however, that the developer or the Association shall provide a master antenna system, running to all dwelling units, complete with cables, for the residents in the development, and shall be permitted to erect and maintain one common television and radio signal receiving tower in connection therewith. Said tower shall be maintained by the Association and the cost of such maintenance, as determined by the Board of Directors of the Association, shall be included in the general assessments provided for in paragraph 6 of this

declaration. Each unit owner shall have the right to be connected to said antenna system so long as his assessment payments are not in default, and the Association shall have the right to disconnect any unit as to which such payments are in default.

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 not 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 each such pet is kept on a leash and under the control of its owner 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 developer or 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. Neither the developer nor the Association shall be responsible for any structural defects in such plans or specifications 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 completed, 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. The developer shall be exempt from the requirements of this paragraph.

p. Division of lots. No lot shall be subdivided or otherwise physically partitioned, except that single family lots may be divided in half for the purpose of: (1) increasing the size of an adjoining single family lot, or (2) combining one-half of a single family lot with an adjoining single family lot to provide for construction of a twin home building where each unit of the twin home will occupy one-half of the combined one and one-half lot area.

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 the 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, which shall be 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 interest in the fee simple title to 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 of 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.

6. Assessments.

a. Purpose of assessments. The initial general assessment levied by the Association shall be $180.00 per year per unit and shall be exclusively for the purpose of maintaining the open spaces and amenities provided by the developer. The general assessment is intended to be limited to the cost of such maintenance, including the cost of any required taxes, insurance, labor, equipment, materials, management, and supervision.

b. Amounts and payment of assessments. The amount of the general assessment shall be changed only with the approval of at least seventy-five percent (75%) of the membership of the Association in accordance with the by-laws and rules of the Association. All assessments shall be payable at such times and in such installments as are determined by such Board of Directors.

c. Evidence of payment. The Association shall upon request at any time furnish to any owner liable for payment of any assessments a certificate in writing, which may be signed by any officer of the Association, setting forth the status of payment of same. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

d. Joint and several liability. The owner or owners of any lot in the development shall be personally liable, jointly and severally, to the Association for the payment of:

(1) All assessments, regular or special, which may be levied by the Association against such owner and his lot;

(2) Interest at the rate of ten percent (10%) per annum from the due date on any delinquent assessment or installment; and

(3) All costs of collecting such assessments or any installments thereof, and of enforcing any lien hereinafter provided for, including reasonable attorneys' fees, whether suit be brought or not, and including such costs and fees incurred by the Association in any trial court and on any appeal.

e. No exemption. No owner of a lot may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use or enjoyment of any of the open spaces and amenities, by abandonment of the lot, or in any other manner.

f. Creation of lien; enforcement. Recognizing that the necessity for providing proper operation and management of the Association property entails the continuing payment of costs and expenses therefor, which results in benefits to all of the owners of lots, and that the payment of such common expenses by means of the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is irrevocably granted the right to impose a lien upon each lot, which lien shall secure payment of all amounts described in subparagraph d. above. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. The lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any lot expressly subject to such lien rights, except as specifically otherwise provided herein.

g. Status of lien. The lien herein granted to the Association shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, a claim of lien stating the description of the lot or lots encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the lot owner. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage [redacted]n recorded prior to the time of recording of the Association's claim of lien.

h. Grantee liability. In any voluntary conveyance of a lot, except a voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all accrued and unpaid assessments relating to such lot as of the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.

i. Exemption of mortgagee. Any person, firm or corporation acquiring title to any lot by virtue of any foreclosure or judicial sale, shall be liable and obligated only for such assessments as shall accrue and become due and payable for said lot subsequent to the date of the acquisition of such title, and such person, firm or corporation shall acquire such title free and clear of the lien of any delinquent assessment. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or as preventing the enforcement of collection of such payment by means other than foreclosure.

j. Election of remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will thereafter prevent it from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to the Association.

k. Lots owned by developer. Assessments provided for herein shall not be levied or enforced against the developer or any lot owned by the developer or any person for any period of time during which such lot has been owned by the developer; provided, however, that upon completion of construction of a dwelling unit on any such lot, the developer and the lot in question shall commence being subject to levy and payment of assessments as are other lots and other lot owners in the development.

7. Covenants and Restrictions Relating to Maintenance and Repairs.

a. Unit easements. Each owner of a mini estate 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. 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 and all exterior painting shall be subject to approval by the Association.

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 shall maintain a policy of public liability insurance with respect to all property owned by the Association providing minimum coverage of $300,000.00.

d. Pest control. Each unit owner shall maintain in 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.

8. Modification of Restrictions. The developer, on behalf of itself and the Association, reserves the right to alter, amend, repeal or modify these restrictions at any time with the written consent of all first mortgage holders so long as such right is exercised in a reasonable manner so as not to destroy the general scheme or plan of development.

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 [redacted]ate 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 ten years, and thereafter for successive ten-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 by 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.

11. Enforcement. 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 in the trial court and on appeal. 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.

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 delcared 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 restictions.

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 part, 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.

Executed the 2nd day of March, 1978.

Signed, sealed and delivered in the presence of:

As to E. W. Russell

As to M. Brooks Hansard

Summer Trees Homes, a Florida Partnership

By: E. W. Russell

and M. Brooks Hansard

PARTNERS

(3)

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BOOK PAGE

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUMMER TREES UNIT I

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 Unit No. 1, as per plat recorded in Map Book 34, pages 10 and 11, Public Records of Volusia County, Florida, as amended by plat of Summer Trees Unit No. 1A, recorded in Map Book 34, page 70, Public Records of Volusia County, Florida.

2. Underlying Considerations. The following factors are among the considerations underlying this declaration:

a. The property (hereinafter called the development) affected by these covenants and restrictions is intended to be developed as the first phase of a residential planned unit development in the City of Port Orange, Florida. It is anticipated that these or similar covenants and restrictions may be adopted and applied to other phases of the planned unit development as such other phases are developed. It is intended, however, that these covenants and restrictions shall be and remain valid and effective with respect to the specific property described above without regard to whether such other phases are developed and without regard to whether any such covenants and restrictions for other phases are adopted.

b. The development is intended to be residential in character, consisting of several dwelling units, as shown on the above described plats, and attendant facilities, which may but shall not be required to include, without limitation, parking areas, parks, recreation areas, clubhouses and administration buildings, with any such attendant facilities being provided

by the developer.

c. The dwelling units are intended to be developed as quadrahomes or village homes, with each dwelling unit being situated on an individual platted residential lot. Each quadrahome building will consist of four (4) individual dwelling units, with each such dwelling unit sharing two (2) common walls with adjoining dwelling units in the same quadrahome building. In order to minimize deterioration in the appearance of the residences and of the development as a whole, and to minimize deterioration in the stability and other physical conditions of the quadrahome residences, in particular, this declaration of covenants and restrictions provides for each owner to fulfill certain obligations and responsibilities toward each other owner of property in the development.

d. For purposes of unified control, it is considered to be necessary that all areas and improvements, other than the dedicated rights-of-way and the individually numbered lots upon which dwelling units are to be situated, be owned, managed and maintained by a homeowners' association (hereinafter called the Association) for the joint use and benefit of all of its members and that all owners of property in the development be members of the Association. Such areas and improvements (hereinafter referred to as the open spaces and amenities) shall include the parking areas, parks, recreation areas, outbuildings, and all other areas of any kind whatsoever, with the exception of dedicated rights-of-way, which are located outside the boundaries of the individually numbered lots.

e. It is considered to be necessary for the covenants, conditions and restrictions set forth in this declaration to be construed as restrictive covenants running with the title to the land and with each and every parcel thereof and to be binding upon the undersigned and their successors and assigns for the mutual benefit of each owner of land in the development, for the orderly construction and administration of the development, and for the general health, safety and welfare of the general public as a whole.

3. General Covenants and Restrictions.

a. Permitted use. The platted residential lots, and each and every one of them, shall be used only for single-family residential purposes. No structure other than one single family dwelling unit 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.

(3) One common radio and television signal receiving tower for a master antenna system shall be provided and may be constructed to any height otherwise permitted by law.

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 be set back at least twenty-five (25) 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 quadrahome 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 fifty (50) 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 (1½) parking spaces for each lot in the development shall be provided.

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 owned by the homeowners' association, and the duly authorized water meter readers of the City of Port Orange and its successors and assigns shall have authority to enter onto such property when necessary solely for the purpose of reading or maintenance of such meters.

i. Nuisances. No lot shall be used in whole or in part for the storage of rubbish or trash of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear unclean or untidy or that will be obnoxious to the eye; nor shall any substance, thing, material or animal be kept upon any lot that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of neighboring properties.

j. Temporary buildings. No structure of a temporary character, including, without limitation, mobile homes, trailers, tents, shacks, garages, or other outbuildings, 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 developer or the Association.

k. Signs. No signs of any kind shall be displayed to 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 developer or the Association from erecting, placing or maintaining such signs as may be deemed necessary by them for the operation of the development.

l. Antennae. Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside of any building in the development; provided, however, that the developer or the Association shall provide a master antenna system, running to all dwelling units, complete with cables, for the residents in the development and shall be permited to erect and maintain one common television and radio signal receiving tower in connection therewith. Said tower shall be maintained by the Association and the cost of such maintenance, as determined by the Board of Directors of the Association, shall be included in the general assessments provided for in paragraph 6 of this declaration. Each unit owner shall have the right to be connected to said antenna system so long as his assessment payments are not in default, and the Association shall have the right to disconnect any unit as to which such payments are in default.

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 not 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 each such pet is kept on a leash and under

the control of its owner 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 developer or 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 approved 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. Neither the developer nor the homeowners' association shall be responsible for any structural defects in such plans or specifications 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 completed, 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. The developer shall be exempt from the requirements of this paragraph.

p. Division of lots. No lot shall be subdivided or otherwise physically partitioned.

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 homeowners' 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 part-

icipate). 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 homeowners' 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 the articles and by-laws of the homeowners' association.

(4) All rules and regulations adopted by the homeowners' 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, which shall be known as Sumter Trace Homeowners' Association, Inc., a Florida non-profit 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 interest in the fee simple title to a lot in the development, which interest [redacted] y recordation of a proper in-

strument in the public records of Volusia County, Florida, shall automatically be a member of the Association as of 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, establish and assess fees and charges to be paid by the members of the Association for the purpose of paying the expenses of such management and maintenance, enforce the payment of such 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.

6. Assessments.

a. Purpose of assessments. The general assessments levied by the Association shall be exclusively for the purpose of maintaining the open spaces and amenities provided by the developer and shall be limited to the cost of such maintenance, including the cost of any required taxes, insurance, labor, equipment, materials, management, and supervision. Special assessments may be levied only for such purposes as are contemplated by this declaration of covenants and restrictions.

b. Amounts and payment of assessments. The amounts of the assessments shall be established annually by the Board of Directors of the Association in accordance with the by-laws and rules of the Association. All assessments shall be payable at such times and [redacted]stallments as are determined by such Board of Directors.

c. Evidence of payment. The Association shall upon request at any time furnish to any owner liable for payment

of any assessments a certificate in writing, which may be signed by any officer of the Association, setting forth the status of payment of same. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

d. Joint and several liability. The owner or owners of any lot in the development shall be personally liable, jointly and severally, to the Association for the payment of:

(1) All assessments, regular or special, which may be levied by the Association against such owner and his lot;

(2) Interest at the rate of ten percent (10%) per annum from the due date on any delinquent assessment or installment; and

(3) All costs of collecting such assessments or any installments thereof, and of enforcing any lien hereinafter provided for, including reasonable attorneys' fees, whether suit be brought or not, and including such costs and fees incurred by the Association in any trial court and on any appeal.

e. No exemption. No owner of a lot may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use or enjoyment of any of the open spaces and amenities, by abandonment of the lot, or in any other manner.

f. Creation of lien; enforcement. Recognizing that the necessity for providing proper operation and management of the Association property entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of lots, and that the payment of such common expenses by means of the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is irrevocably granted the right to impose a lien upon each lot, which lien shall secure payment of all amounts described in subparagraph d. above. The lien granted

to the Association shall further [redacted] such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. The lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any lot expressly subject to such lien rights, except as specifically otherwise provided herein.

g. Status of lien. The lien herein granted to the Association shall be effective from and after the time of recording in the public records of Volusia County, Florida, a claim of lien stating the description of the lot or lots encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the lot owner. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

h. Grantee liability. In any voluntary conveyance of a lot, except a voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all accrued and unpaid assessments relating to such lot as of

the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.

i. Exemption of mortgagee. Any person, firm or corporation acquiring title to any lot by virtue of any foreclosure or judicial sale, shall be liable and obligated only for such assessments as shall accrue and become due and payable for said lot subsequent to the date of the acquisition of such title, and such person, firm or corporation shall acquire such title free and clear of the lien of any delinquent assessment. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

j. Election of remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will thereafter prevent it from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to the Association.

k. Lots owned by developer. Assessments provided for herein shall not be levied or enforced against the developer or any lot owned by the developer for any period of time during which such lot has been owned by the developer; provided, however, that upon completion of construction of a dwelling unit on any such lot, the developer and the lot in question shall commence being subject to levy and payment of assessments as are other lots and other lot owners in the development.

7. Covenants and Restrictions Relating to Maintenance and Repairs.

a. Unit easements. Each quadrahome unit owner and village home owner 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 quadrahome building shall be jointly responsible for the simultaneous painting of the exterior walls and trim of the entire building. In all other respects, the interiors and exteriors of units shall be maintained and repaired by the record owner of each unit.

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 Assoc[redacted]all 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 [redacted]nce. The Association shall maintain a policy of public liability insurance with respect to all property owned by the Association providing minimum coverage of $300,000.00.

d. Pest control. Each unit owner shall maintain in 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 a quadrahome unit shall be maintained in a good state of repair at the expense of the unit owner.

(2) No owner of a quadrahome unit shall par-

mit 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 quadrahome unit owner shall be entitled to the benefit of a cross-easement for the support of the roof by the party wall and shall do nothing to interfere with said easement. Likewise, each quadrahome unit owner shall be entitled to an easement for encroachment by the party wall on and over the property of the adjoining quadrahome 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 each quadrahome unit.

8. Modification of Restrictions. The developer, on behalf of itself and the Association, reserves the right to alter, amend, repeal or modify these restrictions at any time with the written consent of all first mortgage holders so long as such right is exercised in a reasonable manner so as not to destroy the general scheme or plan of development.

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 2006, 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 ten years, and thereafter for successive

ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the development shall by 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.

11. Enforcement. 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 in the trial court and on appeal. No delay or omission on the part of the owners of other lots in the development in exercising any rights, powers or remedies herein 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.

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 and 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 part, 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 in toto in any such instruments.

Executed the 2nd day of July, 1976.

Signed, sealed and delivered in the presence of:

Summer Trees Homes, a Florida Partnership

Barbara Mikulski
Robert A. Walker
As to E. W. Russell

BY: E. W. Russell
E. W. Russell

Barbara Mikulski
Robert A. Walker
As to John E. Vedder, Sr.

and John E. Vedder, Sr.
John E. Vedder, Sr.

Barbara Mikulski
Robert A. Walker
As to H. Brooks Hansard

and H. Brooks Hansard
H. Brooks Hansard

Partners

1847 1482
BOOK PAGE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of July, 1976, by E. W. Russell, John E. Vedder, Sr., and M. Brooks Hansard, partners, on behalf of Summer Trees Homes, a Florida partnership.

Robert Abraham
Notary Public, State of Florida at Large

My Commission Expires: August 6, 1977

39742

JOINDER IN, CONSENT TO, AND ACCEPTANCE OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER TREES UNIT II

The undersigned, being the present owners of the lots identified next to their signature below, constituting all of the following described real property, to wit:

> Lots 1 through 40, inclusive, Summer Trees, Unit No. II, as per plat recorded in Map Book 34, Page 197, Public Records of Volusia County, Florida;

hereby join in, consent to, and accept the Declaration of Covenants and Restrictions for Summer Trees Unit II as recorded in Official Records Book 2013, Page 0437, Public Records of Volusia County, Florida, and hereby acknowledge and agree to be bound by said Declaration of Covenants and Restrictions for all purposes and to all effects, as fully as if each of the undersigned had been parties to said Declaration of Covenants and Restrictions at the time the same were executed and recorded. This agreement is made on behalf of each and all of the undersigned and their respective heirs, legal representatives, successors and assigns.

Executed as of the 31st day of July, 1979.

RVH Development Corporation, a Florida corporation as owner of Lots 2,3,6,8,9,10,11,12,13,14,15, 16,17,18,19,20,21,23,28,29,30,31, 32,33 & 34

Witnesses as to RVH Development Corporation

By: M. Brooks Hansard
President

Attest: E. W. Russell
Secretary

Summer Trees Homes, a Florida general partnership as owners of Lots 4,22,24,25,26,27,36,37,38, 39 & 40

Witnesses as to Summer Trees Homes

By: E. W. Russell
E. W. Russell, General Partner

and M. Brooks Hansard
M. Brooks Hansard, General Partner

Witnesses as to David S. and Mariel Vandommelen

David S. Vandommelen

Mariel Vandommelen, his wife
As owners of Lot 1

Witnesses as to Judith H. Mercer

Judith H. Mercer
As owner of Lot 5

Witnesses as to Sara Davenport

Sara Davenport
As owner of Lot 7

Witnesses as to Joseph R. Amatrota

Joseph R. Amatrota
As owner of Lot 35

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of July, 1979, by H. Brooks Hansard and E.W. Russell, as Presidents and Secretary, respectively of RVH Development Corporation, a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1981

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of July, 1979, by E. W. Russell and H. Brooks Hansard, as general partners of Summer Trees Homes, a Florida general partnership, on behalf of the partnership.

Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1981

STATE OF New Hampshire
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 11th day of August, 1979, by David S. VanDommelen and Muriel VanDommelen, his wife.

Lloyd G. Langille
Notary Public, State of New Hampshire at Large

My Commission Expires:
January 8, 1980

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10th day of August, 1979, by Judith M. Horcor.

Kevin R. Gustafson
Notary Public, State of Florida at Large

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1981
Bonded By American Fire & Casualty Company

STATE OF Pennsylvania
COUNTY OF Bucks

The foregoing instrument was acknowledged before me this 2 day of August, 1979, by Sara Davenport.

Stephen Daniel
Notary Public, State of Pennsylvania at Large

My Commission Expires:
STEPHEN DANIEL, NOTARY PUBLIC
PLUMSTEAD TOWNSHIP, BUCKS COUNTY
MY COMMISSION [redacted] DEC. 17, 1979
Member, Pennsylvania Association of Notaries

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7th day of August, 1979, by Joseph R. Ammirata.

Kevin R. Gustafson
Notary Public, State of Florida at Large

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1981
Bonded By American Fire & Casualty Company

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Instrument# 2005-221431 # 48
Book: 5626
Page: 902

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUMMER TREES, UNIT II-A

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 Unit No. II-A, as per plat recorded in Map Book ____, page ____, Public Records of Volusia County, Florida.

2. Underlying Considerations. The following factors are among the considerations underlying this declaration:

a. The property (hereinafter called the development) affected by these covenants and restrictions is intended to be developed as a phase of a residential planned unit development in the City of Port Orange, Florida. Similar covenants and restrictions have been and hereafter may be adopted and applied to other phases of the planned unit development. It is intended, however, that these covenants and restrictions shall be and remain valid and effective with respect to the specific property described in paragraph 1 above without regard to whether any additional phases are developed and without regard to whether any such covenants and restrictions for any such additional phases are adopted.

b. The development is intended to be residential in character, consisting of several dwelling units, as shown on the above described plat, and attendant facilities, which may but shall not be required to include, without limitation, parking areas, parks, recreation areas, clubhouses and administration buildings, with any such attendant facilities being provided by the developer.

c. The dwelling units are intended to be developed either as single lot homes, twin homes, tri-homes, quadrahomes or village homes, with each individual dwelling unit being situated on an individual platted residential lot. In each building which consists of more than one dwelling unit, each dwelling unit in the building will share one (1) or more common walls with an adjoining dwelling unit or units in the same building. In order to minimize deterioration in the appearance of the residences and of the development as a whole, and to minimize deterioration in the stability and other physical conditions of the quadrahome and village home residences in particular, this declaration of covenants and restrictions provides for each owner to fulfill certain obligations and responsibilities toward each other owner of property in the development.

d. For purposes of unified control, it is considered to be necessary that all areas and improvements, other than the dedicated rights-of-way and the individually numbered lots upon which dwelling units are to be situated, be owned, managed and maintained by a homeowners' association (hereinafter called the Association) for the joint use and benefit of all of its members and that all owners of property in the development be members of the Association. Such areas and improvements (hereinafter referred to as the open spaces and amenities) shall include the parking areas, parks, recreation areas, outbuildings, and all other areas of any kind whatsoever, with the exception of dedicated rights-of-way, which are located outside the boundaries of the individually numbered lots.

e. It is considered to be necessary for the covenants, conditions and restrictions set forth in this declaration to be construed as restrictive covenants running with the title to the land and with each and every parcel thereof and to be binding upon the

undersigned and their successors and assigns for the mutual benefit of each owner of land in the development, for the orderly construction and administration of the development, and for the general health, safety and welfare of the general public as a whole.

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.

(3) One common radio and television signal receiving tower for a master antenna system shall be provided and may be constructed to any height otherwise permitted by law.

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, quadrahome 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 owned by the Association, and the duly authorized water meter readers of the City of Port Orange and its successors and assigns shall have authority to enter onto such property when necessary solely for the purpose of reading or maintenance of such meters.

i. Nuisances. No lot shall be used in whole or in part for the storage of rubbish or trash of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear unclean or untidy or that will be obnoxious to the eye; nor shall there be kept on any lot any substance, thing, material or animal that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of neighboring properties.

j. Temporary Buildings. No structure of a temporary character, including, without limitation, mobile homes, trailers, tents, shacks, garages, or other outbuildings, 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 developer or the Association.

k. Signs. No signs of any kind shall be displayed to 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 developer or the Association from erecting, placing or maintaining such signs as may be deemed necessary by them for the operation of the development.

l. Antennae. Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside any building in the development; provided, however, that the developer or the Association shall provide a master antenna system, running to all dwelling units, complete with cables, for the residents in the development, and shall be permitted to erect and maintain one common television and radio signal receiving tower in connection therewith. Said tower shall be maintained by the Association and the cost of such maintenance, as determined by the Board of Directors of the Association, shall be included in the general assessments provided for in paragraph 6 of this declaration. Each unit owner shall have the right to be connected to said antenna system so long as his assessment payments are not in default, and the Association shall have the right to disconnect any unit as to which such payments are in default.

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 not 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 each such pet is kept on a leash and under the control of its owner 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 developer or 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. Neither the developer nor the Association shall be responsible for any structural defects in such plans or specifications 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 completed, 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. The developer shall be exempt from the requirements of this paragraph.

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 the 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 interest in the fee simple title to 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 of 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.

6. Assessments.

a. Purpose of Assessments. The maximum general assessment levied by the Association shall be $180.00 per year per unit and shall be exclusively for the purpose of maintaining the open spaces and amenities provided by the developer. The general assessment is intended to be limited to the cost of such maintenance, including the cost of any required taxes, insurance, labor, equipment, materials, management, and supervision.

b. Amounts and Payment of Assessments. The amount of the general assessment shall be changed only with the approval of at least seventy-five percent (75%) of the membership of the Association in accordance with the by-laws and rules of the Association. All assessments shall be payable at such times and in such installments as are determined by such Board of Directors.

c. Evidence of Payment. The Association shall upon request at any time furnish to any owner liable for payment of any assessments a certificate in writing, which may be signed by any officer of the Association, setting forth the status of payment of same. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

d. Joint and Several Liability. The owner or owners of any lot in the development shall be personally liable, jointly and severally, to the Association for the payment of:

(1) All assessments, regular or special, which may be levied by the Association against such owner and his lot;

(2) Interest at the rate of ten percent (10%) per annum from the due date on any delinquent assessment or installment; and

(3) All costs of collecting such assessments or any installments thereof, and of enforcing any lien hereinafter provided for, including reasonable attorneys' fees, whether suit be brought or not, and including such costs and fees incurred by the Association in any trial court and on any appeal.

e. No Exemption. No owner of a lot may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use or enjoyment of any of the open spaces and amenities, by abandonment of the lot, or in any other manner.

f. Creation of Lien; Enforcement. Recognizing that the necessity for providing proper operation and management of the Association property entails the continuing payment of costs and expenses therefor, which results in benefits to all of the owners of lots, and that the payment of such common expenses by means of the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is irrevocably granted the right to impose a lien upon each lot, which lien shall secure payment of all amounts described in subparagraph d. above. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. The lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien

or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any lot expressly subject to such lien rights, except as specifically otherwise provided herein.

g. Status of Lien. The lien herein granted to the Association shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, a claim of lien stating the description of the lot or lots encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the lot owner. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

h. Grantee Liability. In any voluntary conveyance of a lot, except a voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all accrued and unpaid assessments relating to such lot as of the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.

i. Exemption of Mortgagee. Any person, firm or corporation acquiring title to any lot by virtue of any foreclosure or judicial sale, shall be liable and obligated only for such assessments as shall accrue and become due and payable for said lot subsequent to the date of the acquisition of such title, and such person, firm or corporation shall acquire such title free and clear of the lien of any delinquent assessment. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or as preventing the enforcement of collection of such payment by means other than foreclosure.

j. Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will thereafter prevent it from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to the Association.

k. Lots Owned by Developer. Assessments provided for herein shall not be levied or enforced against the developer or any lot owned by the developer or any person for any period of time during which such lot has been owned by the developer; provided, however, that upon completion of construction of a dwelling unit on any such lot, the developer and the lot in question shall commence being subject to levy and payment of assessments as are other lots and other lot owners in the development.

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. 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 and all exterior painting shall be subject to approval by the Association.

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 shall maintain a policy of public liability insurance with respect to all property owned by the Association providing minimum coverage of $300,000.00.

d. Pest Control. Each unit owner shall maintain in 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.

8. Modification of Restrictions. The developer, on behalf of itself and the Association, reserves the right to alter, amend, repeal or modify these restrictions at any time with the written consent of all first mortgage holders so long as such right is exercised in a reasonable manner so as not to destroy the general scheme or plan of development.

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 2006, 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 ten years, and thereafter for successive ten-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 by 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.

11. Enforcement. 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 in the trial court and on appeal. 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.

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 part, 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.

Executed the 28 day of January, 1983.

Signed, sealed and delivered in the presence of:

Melissa J. Boone

Betty S. Sheard

SUMMER TREES DEVELOPMENT CORPORATION
A Florida corporation

By: M. Brooks Hansard
M. Brooks Hansard
President

Attest: E. W. Russell
E. W. Russell
Secretary

(CORPORATE SEAL)

SUMMER TREES DEVELOPMENT CORPORATION CORPORATE SEAL 1982 FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of January, 1982, by M. Brooks Hansard and E. W. Russell, as President and Secretary, respectively, of Summer Trees Development Corporation, a Florida corporation, on behalf of the corporation.

Melissa J. Boone
Notary Public, State of Florida
at Large
My Commission Expires:
NOTARY PUBLIC, State of Florida at Large
My Commission Expires June 24, 1986
BONDED THRU AMERICAN PIONEER CASUALTY INSURANCE CO.

NOTARY PUBLIC STATE OF FLORIDA

JOINDER AND CONSENT

WHEREAS, Summer Trees Development Corporation executed and caused to be recorded in Official Records Book 2420, page 0067, Public Records of Volusia County, Florida, a Declaration of Covenants and Restrictions for Summer Trees Unit II-A, as per plat recorded in Map Book 38, page 180, Public Records of Volusia County, Florida; and

WHEREAS, Spruce Creek Environments, Inc. was the owner of the fee simple title of said Summer Trees Unit II-A at the time said Declaration and Covenants and Restrictions was recorded, and such fee simple title has since that time been conveyed to Summer Trees Development Corporation; and

WHEREAS, both of said corporations desire to clarify the record by executing this joinder and consent to the recording of said Declaration of Covenants and Restrictions;

NOW, THEREFORE, Spruce Creek Environments, Inc. and Summer Trees Development Corporation hereby join together in ratifying and confirming the recording of said Declaration of Covenants and Restrictions in Official Records Book 2420, page 0067, Public Records of Volusia County, Florida, and in the imposition of such covenants and restrictions on said property, and said Spruce Creek Environments, Inc. consents to the same for all purposes.

Executed the 2ND day of May, 1983.

Witnesses:

Matthew Sykes
Betty P. Shaw
As to Spruce Creek Environments, Inc.

SPRUCE CREEK ENVIRONMENTS, INC.,
a Florida corporation

By E.W. Russell
E.W. Russell, President

Attest: M. Brooks Hansard
M. Brooks Hansard, Secretary

Matthew Sykes
Betty P. Shaw
At to Summer Trees Development Corporation

SUMMER TREES DEVELOPMENT CORPORATION,
a Florida corporation

By M. Brooks Hansard
M. Brooks Hansard, President

Attest: E.W. Russell
E.W. Russell, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2ND day of May, 1983, by E. W. Russell and M. Brooks Hansard, as President and Secretary, respectively, of Spruce Creek Environments, Inc., a Florida corporation, on behalf of the corporation.

Melissa V. Boone
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires June 24, 1986
BONDED THRU AMERICAN PIONEER CASUALTY INSURANCE CO.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2ND day of May, 1983, by M. Brooks Hansard and E. W. Russell, as President and Secretary, respectively of SUMMER TREES DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

Melissa V. Boone
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires June 24, 1986

DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER TREES, UNIT II-B

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 Unit No. II-B, as per plat recorded in Map Book 39, page 165, Public Records of Volusia County, Florida.

2. Underlying Considerations. The following factors are among the considerations underlying this declaration:

a. The property (hereinafter called the development) affected by these covenants and restrictions is intended to be developed as a phase of a residential planned unit development in the City of Port Orange, Florida. Similar covenants and restrictions have been and hereafter may be adopted and applied to other phases of the planned unit development. It is intended, however, that these covenants and restrictions shall be and remain valid and effective with respect to the specific property described in paragraph 1 above without regard to whether any additional phases are developed and without regard to whether any such covenants and restrictions for any such additional phases are adopted.

b. The development is intended to be residential in character, consisting of several dwelling units, as shown on the above described plat, and attendant facilities, which may but shall not be required to include, without limitation, parking areas, parks, recreation areas, clubhouses and administration buildings, with any such attendant facilities being provided by the developer.

c. The dwelling units are intended to be developed either as single lot homes, twin homes, tri-homes, quadrahomes or village homes, with each individual dwelling unit being situated on an individual platted residential lot. In each building which consists of more than one dwelling unit, each dwelling unit in the building will share one (1) or more common walls with an adjoining dwelling unit or units in the same building. In order to minimize deterioration in the appearance of the residences and of the development as a whole, and to minimize deterioration in the stability and other physical conditions of the quadrahome and village home residences in particular, this declaration of covenants and restrictions provides for each owner to fulfill certain obligations and responsibilities toward each other owner of property in the development.

d. For purposes of unified control, it is considered to be necessary that all areas and improvements, other than the dedicated rights-of-way and the individually numbered lots upon which dwelling units are to be situated, be owned, managed and maintained by a homeowners' association (hereinafter called the Association) for the joint use and benefit of all of its members and that all owners of property in the development be members of the Association. Such areas and improvements (hereinafter referred to as the open spaces and amenities) shall include the parking areas, parks, recreation areas, outbuildings, and all other areas of any kind whatsoever, with the exception of dedicated rights-of-way, which are located outside the boundaries of the individually numbered lots.

e. It is considered to be necessary for the covenants, conditions and restrictions set forth in this declaration to be construed as restrictive covenants running with the title to the land and with each and every parcel thereof and to be binding upon the

undersigned and their successors and assigns for the mutual benefit of each owner of land in the development, for the orderly construction and administration of the development, and for the general health, safety and welfare of the general public as a whole.

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.

(3) One common radio and television signal receiving tower for a master antenna system shall be provided and may be constructed to any height otherwise permitted by law.

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, quadrahome 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 owned by the Association, and the duly authorized water meter readers of the City of Port Orange and its successors and assigns shall have authority to enter onto such property when necessary solely for the purpose of reading or maintenance of such meters.

i. Nuisances. No lot shall be used in whole or in part for the storage of rubbish or trash of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear unclean or untidy or that will be obnoxious to the eye; nor shall there be kept on any lot any substance, thing, material or animal that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of neighboring properties.

j. Temporary Buildings. No structure of a temporary character, including, without limitation, mobile homes, trailers, tents, shacks, garages, or other outbuildings, 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 developer or the Association.

k. Signs. No signs of any kind shall be displayed to 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 developer or the Association from erecting, placing or maintaining such signs as may be deemed necessary by them for the operation of the development.

l. Antennae. Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside any building in the development; provided, however, that the developer or the Association shall provide a master antenna system, running to all dwelling units, complete with cables, for the residents in the development, and shall be permitted to erect and maintain one common television and radio signal receiving tower in connection therewith. Said tower shall be maintained by the Association and the cost of such maintenance, as determined by the Board of Directors of the Association, shall be included in the general assessments provided for in paragraph 6 of this declaration. Each unit owner shall have the right to be connected to said antenna system so long as his assessment payments are not in default, and the Association shall have the right to disconnect any unit as to which such payments are in default.

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 not 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 each such pet is kept on a leash and under the control of its owner 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 developer or the Association

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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. Neither the developer nor the Association shall be responsible for any structural defects in such plans or specifications 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 completed, 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. The developer shall be exempt from the requirements of this paragraph.

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 the 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.

(6) A perpetual easement in favor of the City of Port Orange, Florida, for road rights-of-way and public utilities as the City considers necessary for the benefit of the public, provided that the use of such easements shall not interfere with the use and enjoyment by residents of the development of the open spaces and amenities.

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 interest in the fee simple title to 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 of 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.

6. Assessments.

a. Purpose of Assessments. The maximum general assessment levied by the Association shall be $180.00 per year per unit and shall be exclusively for the purpose of maintaining the open spaces and amenities provided by the developer. The general assessment is intended to be limited to the cost of such maintenance, including the cost of any required taxes, insurance, labor, equipment, materials, management, and supervision.

b. Amounts and Payment of Assessments. The amount of the general assessment shall be changed only with the approval of at least seventy-five percent (75%) of the membership of the Association in accordance with the by-laws and rules of the Association. All assessments shall be payable at such times and in such installments as are determined by such Board of Directors.

c. Evidence of Payment. The Association shall upon request at any time furnish to any owner liable for payment of any assessments a certificate in writing, which may be signed by any officer of the Association, setting forth the status of payment of same. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

d. Joint and Several Liability. The owner or owners of any lot in the development shall be personally liable, jointly and severally, to the Association for the payment of:

(1) All assessments, regular or special, which may be levied by the Association against such owner and his lot;

(2) Interest at the rate of ten percent (10%) per annum from the due date on any delinquent assessment or installment; and

(3) All costs of collecting such assessments or any installments thereof, and of enforcing any lien hereinafter provided for, including reasonable attorneys' fees, whether suit be brought or not, and including such costs and fees incurred by the Association in any trial court and on any appeal.

e. No Exemption. No owner of a lot may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use or enjoyment of any of the open spaces and amenities, by abandonment of the lot, or in any other manner.

f. Creation of Lien; Enforcement. Recognizing that the necessity for providing proper operation and management of the Association property entails the continuing payment of costs and expenses therefor, which results in benefits to all of the owners of lots, and that the payment of such common expenses by means of the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is irrevocably granted the right to impose a lien upon each lot, which lien shall secure payment of all amounts described in subparagraph d. above. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. The lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien

or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any lot expressly subject to such lien rights, except as specifically otherwise provided herein.

g. Status of Lien. The lien herein granted to the Association shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, a claim of lien stating the description of the lot or lots encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the lot owner. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

h. Grantee Liability. In any voluntary conveyance of a lot, except a voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all accrued and unpaid assessments relating to such lot as of the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.

i. Exemption of Mortgagee. Any person, firm or corporation acquiring title to any lot by virtue of any foreclosure or judicial sale, shall be liable and obligated only for such assessments as shall accrue and become due and payable for said lot subsequent to the date of the acquisition of such title, and such person, firm or corporation shall acquire such title free and clear of the lien of any delinquent assessment. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or as preventing the enforcement of collection of such payment by means other than foreclosure.

j. Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will thereafter prevent it from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to the Association.

k. Lots Owned by Developer. Assessments provided for herein shall not be levied or enforced against the developer or any lot owned by the developer or any person for any period of time during which such lot has been owned by the developer; provided, however, that upon completion of construction of a dwelling unit on any such lot, the developer and the lot in question shall commence being subject to levy and payment of assessments as are other lots and other lot owners in the development.

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 owner of the unit in each twin home, tri-home, quadrahome, and villas [illegible] shall be jointly responsible for the simultaneous painting of the exterior walls and trim of the entire building. 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 and all exterior painting shall be subject to approval by the Association.

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 shall maintain a policy of public liability insurance with respect to all property owned by the Association providing minimum coverage of $300,000.00.

d. Pest Control. Each unit owner shall maintain in 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.

8. Modification of Restrictions. The developer, on behalf of itself and the Association, reserves the right to alter, amend, repeal or modify these restrictions at any time with the written consent of all first mortgage holders so long as such right is exercised in a reasonable manner so as not to destroy the general scheme or plan of development.

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

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VOLUSIA COUNTY
FLORIDA

the development, regardless of how or remaining title, until the commencement of the calendar year 2009, 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 ten years, and thereafter for successive ten-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 by 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.

11. Enforcement. 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 in the trial court and on appeal. 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.

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 part, 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.

Executed the 9 day of May, 1984.

Signed, sealed and delivered in the presence of:

Melissa J. Brown

Betty Shaud

SUMMER TREES DEVELOPMENT CORPORATION
A Florida corporation

By: E. W. Russell
E. W. Russell
President

Attest: E. W. Russell
E. W. Russell
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9th day of May, 1984, by E. W. Russell, as President and Secretary of Summer Trees Development Corporation, a Florida corporation, on behalf of the corporation.

Melissa J. Brown
Notary Public, State of Florida
at Large
My Commission Expires:

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUMMER TREES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on September 10, 1976, as shown by the records of this office.

The document number of this corporation is 736783.

0 7 4 7 6 0

FILED FOR RECORD
RECORD VERIFIED
JUL 31 8 54 AM '85
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of July, 1985.

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

CER-101

George Firestone
Secretary of State

Instrument# 2005-221431 # 70
Book: 5626
Page: 924

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

SUMMER TREES HOMEOWNERS ASSOCIATION, INC.

filed in this office on the 10th day of September,

19 76

Charter Number: 736783

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 10th day of September, 1976.

SECRETARY OF STATE

CORP. 101 (Corp. 94)
7-13-76

Instrument# 2005-221431 # 71
Book: 5626
Page: 925
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 2

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 3

GENERAL PURPOSES

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 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 properties 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 4

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 3 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 described 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 5

MEMBERS

The membership of the Association shall consist of all owners

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 3 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 described 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 5

MEMBERS

The membership of the Association shall consist of all owners

of platted lots of record in all phases or un[illegible] Summer Tree, which are represented by plats recorded in the Pub[illegible] of V[illegible] County, Florida. The developer shall be entitled t[illegible] along with other lot owners so long as he [illegible] platted lots. The qualifications of members and the termination of their membership shall be as set forth [illegible] declarations and as further defined in any by laws, rules and regulations promulgated by the Association. Membership in the Association shall not be assigned, hypothecated or otherwise transferred in any manner except as an appurtenance to a platted lot.

ARTICLE 6

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 7

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 8

DIRECTORS

The number 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, Florida
John E. Vedder, Sr.	686 Ocean Shore Boulevard Ormond Beach, Florida
M. Brooks Hansard	649 North Halifax Drive Ormond Beach, Florida

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 qualifications 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.

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M. Brooks Hansard	649 North Halifax Drive Ormond Beach, Florida

ARTICLE 9

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 addresses of 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, Florida
John E. Vedder, Sr.	Vice-President	686 Ocean Shore Boulevard Ormond Beach, Florida
M. Brooks Hansard	Secretary	649 North Halifax Drive Ormond Beach, Florida

ARTICLE 10

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 11

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 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

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(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 depsoited 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 or amendments 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, as described above.

transmitted to the President of the Association or 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 depsoited 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.

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ARTICLE 12

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 13

INCORPORATORS; SUBSCRIBERS

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

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

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

IN WITNESS WHEREOF, the said incorporators have executed this instrument the 27th day of August, 1976.

E. W. Russell

John E. Vedder, Sr.

M. Brooks Hansard

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on the 27th day of August, 1976, before me, the undersigned authority, personally appeared E. W. Russell, John E. Vedder, Sr. and M. Brooks Hansard, to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Daytona Beach, said County and State the date aforesaid.

Robert Abraham
Notary Public, State of Florida
at Large

My commission expires: August 6, 1977

IN WITNESS WHEREOF, the said incorporators have executed this instrument the 27th day of August, 1976.

E. W. Russell

E. W. Russell

John E. Vedder, Sr.

John E. Vedder, Sr.

M. Brooks Hansard

M. Brooks Hansard

STATE OF FLORIDA
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WITNESS my hand and official seal at Daytona Beach, said County and State the date aforesaid.

Robert Abraham

Notary Public, State of Florida
at Large

My commission expires: August 6, 1977

The Minutes and By Laws

OF THE MEETINGS

—OF—

SummerTrees
Home Owners Association, inc

PUBLISHED BY
FLORIDA CORPORATION SUPPLIES
"48 Hour Service For The Attorney"
Post Office Box 2087
Hollywood, Florida

BYLAWS

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 Bylaws of 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 1000 Taylor Road, Port Orange, Florida, or at such other 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. "Developer" as used herein shall mean "Summer Trees Homes", a Florida general partnership, or a successor to whom Summer Trees Homes may transfer its rights as Developer or an entity which may succeed to such rights by operation of law.

5. "The Declaration of Covenants and Restrictions" as used herein shall mean the Declaration of Covenants and Restrictions of Summer Trees Unit I, the Declaration of Covenants and Restrictions of Summer Trees Unit II, and any declaration of covenants and restrictions of additional development units of Summer Trees, as recorded in the Public Records of Volusia County, Florida.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM AND PROXY

1. The qualification of members, the manner of their admission to 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 designated 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 Bylaws, 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 SPECIAL MEETINGS OF MEMBERSHIP

1. Regular meetings of the membership shall be held on the first Saturday of December in the year in which these Bylaws are adopted and the first Saturday in each December thereafter at 8:00 o'clock p.m. EST at a place to be designated by the Board of Directors of the Association.

2. Special membership meetings shall be held whenever called for by a majority of the Board of Directors, and must be called upon receipt of a written request therefor 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 President, Vice President, or Secretary of the Association to each member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and purpose for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more then 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, 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. 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 membership, the President shall preside, or in his absence, the Vice-President shall preside, or, in the absence of both, the membership shall select a chairman.

5. The order of business at Annual Members' Meetings 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 of notice.

   c. Reading of minutes.

   d. Reports of Officers.

   e. Reports of Committees.

   f. Election of Directors.

g. Other business.

h. Adjournment.

ARTICLE IV

DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors.

2. Election of Directors shall be by written ballot (unless dispensed with by unanimous consent) and by plurality of the 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 members of the Association at the same 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. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting.

6. Special meetings of the Directors may be called by the President 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 number 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 officers and committees

e. Election of officers

f. Unfinished business

g. New business

h. Adjournment

13. Directors' fees, if any, shall be determined by the members of the Association.

14. The undertakings and contracts authorized by the initial Board, consisting of the persons so designated in the Articles of Incorporation of the Association, shall be binding upon the Association in the same manner as though such undertaking and contracts had been authorized by the first Board of Directors duly elected by the membership after Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board may be Directors or officers, of, or otherwise associated with, the Developer, or other entities doing business with the Association.

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 the absence or 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 to 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 evidence 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.

2. The Board of Directors shall adopt a budget and assessment notice for each calendar year on or before November 10 of the year preceeding the budget year. Copies of the budget and assessment notice shall be transmitted to each member at

least ten (10) days prior to the regular meeting of the members, the delivery of a copy of any budget shall not affect the liability of any member for such 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 Declarations of Covenants and Restrictions described above.

ARTICLE VII

PARLIAMENTARY RULES

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

ARTICLE VIII

AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amendment to these Bylaws 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,

and 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 Bylaws shall be transcribed, certified by the Secretary of the Association, and shall be promptly made a part of the records of the Association.

4. At any meeting held to consider such amendment or amendments to the Bylaws, 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.

The foregoing were adopted as the Bylaws of Summer Trees Homeowners Association, Inc., a corporation not for profit, under the laws of the State of Florida, at a meeting of the Board of Directors on September 15, 1976

M. Bentley Thomas
Secretary

Approved:

E. M. Russell
President

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 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) "Developer" as used herein shall mean "Summer Trees Homes", a Florida general partnership, or a successor to which Summer Trees Homes may transfer its rights as Developer or an entity which may succeed to such rights by operation of law.

(5) "The Declaration of Covenants and Restrictions" as used herein shall mean the Declaration of Covenants and Restrictions of Summer Trees Unit I, IA, II, IIA, and III, representing 257 units, as recorded in the Public Records of Volusia County, Florida.

ARTICLE II
MEMBERSHIP, VOTING, QUORUM AND PROXY

(1) The qualification of members, the manner of their admission to 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 designated 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 SPECIAL 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 called for by a majority of the Board of Directors, and must be called upon receipt of a written request therefor by members of the Association owning more than one-half (½) of the lots.

(3) Notice of all members' meetings, regular or special, shall be given by the President, Vice President, or Secretary of the Association to each member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and purpose for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor 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, 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. 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 membership, the President shall preside, or in his absence, the Vice-President shall preside, or, in the absence of both, the membership shall select a chairman.

(5) The order of business at Annual Members' Meetings 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 of notice.
(c) Reading of minutes.
(d) Reports of Officers.
(e) Reports of Committees.
(f) Election of Directors.
(g) Other business.
(h) Adjournment.

ARTICLE IV
DIRECTORS

(1) The affairs of the Association shall be managed by a Board of Directors limited to ten (10) directors, representing Districts "A" through "J".

(a) All Directors must be a lot owner 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 at the same meeting.

(a) The Board shall replace any Director who vacates the position. The Board shall appoint an interim Director to serve the remainder of the vacated term. The Board shall attempt to appoint the interim Director in the same District as the former Director.

(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) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing, personally or by mail or telegraph, at least three (3) days prior to the day named for such meeting.

(6) Special meetings of the Directors may be called by the President 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 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 number 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 officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

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

(13) The undertakings and contracts authorized by the initial Board, consisting of the persons so designated in the Articles of Incorporation of the Association, shall be binding upon the Association in the same manner as though such undertaking and contracts had been authorized by the first Board of Directors duly elected by the membership after Developer has relinquished control of the Association notwithstanding the fact that members of the initial Board may be Directors or officers, of, or otherwise associated with, the Developer, or other entities doing business with the Association.

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

(15) 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 preceptorily 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 or 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 to 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 evidence 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.

(2) The Board of Directors shall adopt a budget for each calendar year on or before November 10 of the year preceding the budget year. Copies of the budget shall be transmitted to each member at least ten (10) 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
PARLIAMENTARY RULES

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 VIII
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 IX
RULES AND REGULATIONS

(1) Occupancy
Any unit in Summer Trees shall be limited by the following restrictions:
(a) Maximum persons per unit - 2.
(b) Occupants must be adults, minimum age to be 35 years.
(c) Guest visitation rights are limited to 90 days in any 6-month period.
(d) Hardship cases shall be brought before the Board of Directors for consideration.

(2) Vehicles
(a) A maximum of two motorvehicles of any kind will be allowed per unit. Pick-up trucks or vans of 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 cleaning.

(3) Unsightly Objects
(a) There shall be no hanging of clothes in owners' yards that is visible from the street or from another unit. A 6 foot wooden fence built to Summer Trees' specifications will be allowed as 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 (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 imminent danger of falling or is in contact with the owner's building, or within 3'-0" 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 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 ho[redacted] (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 collection.

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.

END OF RECORDED ARTICLES AND BY-LAWS

s/JOYCE MacKENZIE
SECRETARY

APPROVED:

s/DON CHEW
PRESIDENT

10.50

AMENDMENT TO BY-LAWS

SUMMER TREES HOMEOWNERS ASSOCIATION
UNITS I, II, A AND B

RULES AND REGUALATIONS

ARTICLE XI. OCCUPANCY OF A UNIT

The Fair Housing Amendments 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 eighty 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 of 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 no 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 SummerTrees who are under the fifty-five (55) age requirement would be grandfathered in.

CERTIFICATION

The undersigned, as Secretary of the Association, hereby certifies that the foregoing amendment to the By-Laws of Summertrees Homeowners Association, Inc. was duly adopted at a Membership Meeting on June 12, 1992.

Karen A. Meyer
Secretary

6-19-92
Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledge before me this 19th day of June, 1992, by Karen A. Meyer, who is personally known to me and who did take an oath.

Melissa Anne Meadows
Notary Public
My Commission number: AA 718713
My commission expires: 10/25/93

AMENDMENTS TO BYLAWS
OF SUMMER TREES HOMEOWNERS' ASSOCIATION, INC.
UNITS I, II, A AND B

WHEREAS, the Bylaws of SUMMER TREES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, have been recorded in Official Records Book 2711, Page 1863 Public Records of Volusia County, Florida, and

WHEREAS, certain amendments were duly approved at a meeting of the membership held on February 20, 1987, and

WHEREAS, Section (3) of Article VIII requires that all amendments to the Bylaws be recorded in the Public Records of Volusia County, Florida,

THEREFORE, KNOW ALL MEN by these presents that the following Bylaw amendments were adopted February 20, 1987 as hereafter set forth:

Article I, Section (4) - deleted.

Article III, Sections (3), (4) and (5) to provide as follows:

(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, 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. If any member's 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' Meetings 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 of notice.

(c) Reading of minutes.

(d) Reports of Officers and Committees.

(e) Election of Directors.

(f) Other business.

(g) Adjournment.

Article IV, Sections (1), (3), (5), (6) and (11) to provide as follows:

(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.

(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 at a directors' meeting to be held within ten (10) days of the membership meeting.

(a) In the event a Director resigns or otherwise vacates his position, the remaining directors shall appoint another person to serve as a Director for the remainder of the vacated term.

(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 meeting.

(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.

<u>Article IV, Section (13)</u> - deleted.

<u>Article VI, Section (1)</u> to provide as follows:

(1) (a) The Treasurer shall prepare and submit, in writing, to the Board of Directors a monthly accounting statement setting out the income and expenditure 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.

New Article VII to read as follows:

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 VII to be renumbered to Article VIII

Renumber Article VIII to Article IX

Renumber Article IX to Article X.

CERTIFICATION

The undersigned, as Secretary of the Association, hereby certifies that the foregoing amendments to the By-Laws of Summertrees Homeowners Association, Inc. were duly adopted at a Membership Meeting on July 27, 1987.

Karen A. Meyer
Karen A. Meyer
Secretary

6-19-92
Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledge before me this 19th day of June, 1992, by Karen A. Meyer, who is personally known to me and who did take an oath.

Melissa Anne Meadows
Melissa Anne Meadows
Notary Public
My commission number: AA 718713
My commission expires: 10/25/93