

PREPARED BY:
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DAYTONA BEACH, FL 32114

**CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF COVENANTS AND RESTRICTIONS
AND BYLAWS OF
SUMMER TREES HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the DECLARATIONS OF COVENANTS AND RESTRICTIONS AND BYLAWS OF SUMMER TREES HOMEOWNERS ASSOCIATION, INC. is made this 3rd day of December, 2021, by the corporation, not-for-profit.

RECITALS:

WHEREAS, SUMMER TREES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association") is a community association with multiple Declarations of Covenants and Restrictions, as amended from time to time, recorded in the official records of Volusia County, Florida as follows:

SUMMER TREES, UNIT I	OR Book 1847, Page 1476
SUMMER TREES, UNIT II	OR Book 2013, Page 0437
SUMMER TREES, UNIT II-A	OR Book 2420, Page 0067
SUMMER TREES, UNIT II-B	OR Book 2565, Page 1219

(the foregoing Declarations of Covenants and Restrictions hereinafter referred to globally and collectively as the "Declarations"); and

WHEREAS, the afore-described Declarations were preserved and extended by virtue of that certain Marketable Record Title Act Notice recorded in Official Records Book 5626, Page 855 of the official records of Volusia County, Florida; and

WHEREAS, the Association's By-Laws, as amended from time to time, are recorded in Official Records Book 2711, Page 1863 of the official records of Volusia County, Florida; and

WHEREAS, the Association has amended the afore-described Declarations and By-Laws as more particularly set forth on the Amendment attached hereto as Exhibit "A"; and

WHEREAS, the Amendment was properly adopted as per the Declarations and By-Laws.

NOW, THEREFORE, each of the afore-described Declarations and By-Laws of SUMMER TREES HOMEOWNERS ASSOCIATION, INC. shall be and are hereby amended to incorporate the attached Exhibit "A."

IN WITNESS WHEREOF, the Association has caused these presents to be executed by its duly authorized officer and the seal of the Corporation affixed hereto this 31st day of December, 2021.

WITNESSETH:

SUMMER TREES HOMEOWNERS
ASSOCIATION, INC.

William T Roberts
Print: William T Roberts

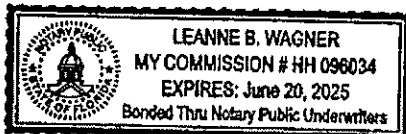
By: Norman Jefferson III
Printed Name: NORMAN U JEFFERSON III
Title: RESIDENT

Robyn M Yacek
Print: Robyn M. Yacek

STATE OF FLORIDA)
) §§
COUNTY OF VOLUSIA)

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence this 31st day of December, 2021 by Norman Jefferson on behalf of SUMMER TREES HOMEOWNERS ASSOCIATION, INC., who is personally known to me.

My Commission Expires:



Leanne B Wagner
Notary Public, State of Florida
Leanne B Wagner
Printed Name of Notary

EXHIBIT "A"

ADOPTED AMENDMENTS

AMENDMENT TO THE DECLARATION

17. This Declaration, the Articles of Incorporation and the Bylaws shall be interpreted in accordance with Chapter 720, Florida Statutes, as amended from time to time; provided, however, that no amendment to Chapter 720, Florida Statutes, shall become effective to amend the Governing Documents automatically unless such amendment is adopted by the Board of Directors, but such amendment need not be recorded.

AMENDMENT 1 TO THE BY-LAWS

Article III(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, annually, but no less than thirteen (13) months from the prior annual meeting, at a place and time to be designated by the Board of Directors of the Association.~~

AMENDMENT 2 TO THE BY-LAWS

Article III:

(5) To the extent not otherwise determined by the Association, the order of business at Annual Members' Meeting and, as far as practical, at any other members' meetings, shall be as follows:

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

AMENDMENT 3 TO THE BY-LAWS

Article IV(2):

Election of Directors shall be by secret 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.

Except as otherwise provided in the Articles, a written notice of all members meetings, whether the annual members' meeting or a special meeting (collectively "Meeting"), shall be delivered to each member entitled to vote at such meeting, at his or her last known address as it appears in the records of the Association. Notice is to be mailed, delivered or electronically transmitted to each member. The Association is not obligated to ensure the receipt of any such notice, simply that it was mailed or transmitted.

Proof of such delivery shall be given by an affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all annual members' meetings shall, in addition, specify the number of Directors of the Association to be elected by the members.

At least sixty days (60) before the scheduled annual members' meeting, the Association must deliver an initial notice of meeting with the date and time of the meeting, and outlining the nomination process. At least fourteen (14) days but not more than thirty-four (34) days before the election, the Association must deliver a second written notice and agenda, together with a ballot that lists all eligible candidates, and candidate information sheets, if provided by a candidate. At least fourteen (14) days before the meeting, notice of the meeting must also be posted conspicuously on the Association property. If there are fewer candidates than seats available, no election shall occur.

At least fourteen (14) days before a special members' meeting, notice of the meeting shall be delivered. Notice must include a description of the purpose or purposes for which the meeting is being called. At least fourteen (14) days before the meeting, notice of the meeting and proposed agenda must also be posted conspicuously on the Association property.

AMENDMENT 4 TO THE BY-LAWS

Article IV:

(11) To the extent not otherwise determined by the Association, 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.

AMENDMENT 5 TO THE BY-LAWS

Article VII:

(1) Prior to the sale or leasing of a unit, any member who sells or leases his unit shall (1) notify the Association in writing of the name and address of the purchaser or lessee, and (2) obtain from the said purchaser or lessee a written statement that he or she has received a copy of the Association's Declaration of Covenants and By-Laws and will comply with the same. The Secretary shall provide a standard form of statement on request by members which shall be executed and deposited with the Secretary not later than ten (10) days after the date of the sale or lease commencement. Short-term rentals or leasing, including but not limited to "AirBNB" or "VRBO" or other vacation rentals, is not permitted and constitutes impermissible commercial activity; units within the Association are to be used strictly and solely for residential purposes. Leases of at least twelve (12) months are allowed, provided that the member wishing to lease his or her unit has owned such unit for a minimum of one (1) year.

For purposes hereof, a "lease" is defined to include, but is not limited to, any rental agreement, license, transfer of a fee interest for years (other than a life estate), or any other device that results in a tenancy similar to a lease, regardless of the title of such document granting the tenancy. In the event of a dispute as to whether a leasing relationship exists, the decision of the Board of Directors shall control.

A. Notwithstanding anything to the contrary contained herein, the Association, through the Board of Directors shall approve or deny all leases and permitted tenant occupants, as set forth herein. The following provisions and procedures shall govern the approval process:

Notice to Association: Any member intending to lease (after owning the unit to be rented for at least one (1) year) must supply the Board of Directors with a notice of intent to lease prior to entering into any lease agreement. As part of the notice of such intent, the member must provide the name, address, and age of the proposed tenant (demonstrating that such tenant is at least 55 years of age) and such other information concerning the proposed tenant as the Association may reasonably require, together with an executed copy of the proposed lease agreement. The lease must clearly state that the tenant is subject to the Association's governing documents, including its rules and regulations, as promulgated from time to time, and the Association may also require the use of a standardized lease addendum form. The member shall submit to the Association a properly executed application for approval, which application shall be in such form as provided by the Board of Directors and requiring specific data relating to the proposed tenant. By submitting an application, all occupant(s) further agree to abide by all provisions contained in any document governing the Association. The Association is not obligated to commence the review of an application until the Association is satisfied that all elements of the application, including any such supporting documentation or

supplemental material as may be requested by the Board of Directors, are complete. As part of the application, the member wishing to rent a unit must provide the Board of Directors with a copy of a background investigation report procured by the member, at his or her own expense or that of the proposed tenant.

Occupants. All occupants – those who will occupy a unit without a lease agreement or other written documentation memorializing such occupant's right to occupy a unit – must be approved for occupancy in the same manner as a proposed tenant in accordance with provisions of this Section at the time of taking possession of a unit, or anytime thereafter whereby any person occupies a unit for any period exceeding sixty (60) days in any calendar year. In the event any member desires to request approval for occupancy for an individual who is not or will not be an owner of the unit, such individual may only be permitted occupancy in the unit so long as the owner of record permanently resides in the unit. The Association shall have the authority to request that the occupant sign a domicile agreement in such form and substance as may be reasonably determined by the Board of Directors. A unit may never be occupied by any unapproved individual who is not in co-occupancy with at least one owner of record who permanently resides in the unit.

Entity ownership: In the event that an artificial entity, as opposed to a natural individual, owns a unit, for purposes of this Section the "owner" shall be deemed to include an officer, director, managing member, general partner, or the like with respect to such artificial entity, but shall not be deemed to include shareholders, members, partners, employees, contractors, customers or the like of such entity.

Assessments: The failure of a member to pay maintenance assessments when due, or who is otherwise in default of any other provision of the Association's governing documents shall be grounds for disapproval of a proposed lease or request for occupancy.

Transfer / Application Fee: The Board or its agent may charge a non-refundable transfer fee as set forth by the Board of Directors from time to time and in accordance with Florida Statute. The non-refundable transfer fee shall be paid at the time that a properly executed application for lease or occupancy is submitted to the Association. The Board of Directors may, at its discretion, conduct an interview with the prospective tenant(s) or occupant(s).

Approval or Disapproval: The Association, upon receipt of all required information, documents, supplemental information, fees and interview (if required) in the Association's sole discretion, shall either approve or disapprove the proposed lease or occupant(s) within thirty (30) days. The approval or disapproval shall be stated in a certificate executed by the President, the Vice President, or other authorized individual, and shall be delivered to the member. The failure of the Association to act within the said time period shall be deemed an approval. If the Association disapproves a lease or an occupant(s), then the lease or occupancy of the unit shall be null and void.

Remedies: In the event the Association determines that any member, proposed tenant, or proposed occupant(s) fails to comply with any provisions contained herein, the Association may approve or disapprove the lease or occupancy of a unit as set forth above. In the event the lease or occupancy of a unit is disapproved, the Association shall have the right to remove any tenant or occupant by injunctive relief,

eviction, or otherwise. In the event any attorney's fees or costs are incurred by the Association as a result of non-compliance with this Article, such attorney's fees and costs will be an individual assessment levied against the subject member who shall be responsible to pay same, whether or not a lawsuit is filed.

This Section shall not apply to any Lots that may be acquired by the Association or any subsidiary owned by the Association.

AMENDMENT 6 TO THE BY-LAWS

Article XI:

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

- (a) At least eight percent (80%) of the dwelling units are occupied by at least one (1) person fifty-five (55) years of age or older per unit; and
- (b) The facility or community publishes and adheres to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and Significant facilities and services specifically designed to meet the physical or social needs of older persons are available in the community.
- (c) The facility or community complies with HUD's regulatory requirements for age verification of residents.

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, and each member of the Association. 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, and so long as such occupancy by a person under the age of fifty-five (55) would not exceed the twenty (20%) percent limit, as established by the Fair Housing Act, for dwellings with occupants under the age of fifty-five (55). In the event of the death of a dwelling unit owner, the heirs to said dwelling unit would have the right to inheritance, but not to occupy the dwelling unit, if such heir(s) is/are under the age of fifty-five (55) regardless of age. In the event there is a change in the occupants of the dwelling unit, (e.g., a death or a divorce) so that at least one (1) of the occupants is not longer fifty-five (55) years of age or older, the dwelling unit owner must immediately notify the Association of said change in writing. Unit owners now residing in Summer Trees who are under the fifty-five (55) age requirement would be grandfathered in.

