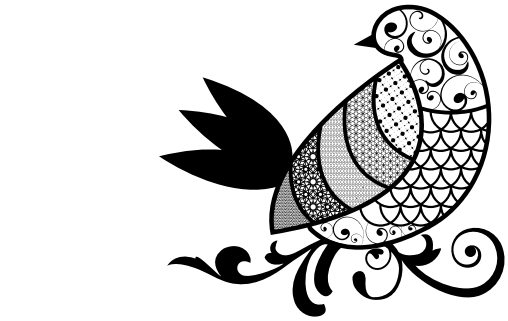


Quail Ridge

A NEIGHBORHOOD IN SUNTREE

Quail Ridge Homeowners Association, Inc.
857 Ridge Lake Drive, Melbourne, FL 32940

Quail Ridge Association at Suntree, Inc.

1. **Articles of Incorporation** as amended January 29, 2001
2. **Declaration of Covenants, Conditions and Restrictions** as amended and approved January 29, 2018
3. **By-Laws** as amended and approved January 29, 2018
4. **Rules and Regulations** as amended March 15, 2018

This document is the property of Quail Ridge Association at Suntree, Inc.
Please leave with unit.



Articles of Incorporation

After review by the Association's Attorney Stephen V. Hoffman, Esq, these Documents were amended by an affirmative vote by not less than the required two-thirds of all members of the Association on January 29, 2018.

Copies of the recorded 28 amendments are in the possession of the Association's Secretary.

NOTICE

Each homeowner automatically becomes a member of the Suntree Master Homeowners Association, Inc. (SMHA). Each owner is responsible to comply with that Association's Articles of Incorporation, Covenants, Conditions and Restrictions of Suntree, as well as the By-Laws of the SMHA. Copies can be obtained from the SMHA office for a modest fee. The SMHA makes an annual assessment of each Suntree residence.

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF QUAIL RIDGE ASSOCIATION AT SUNTREE

ARTICLE I
NAMES AND TERMS

Section 1.1 The name of this Corporation is Quail Ridge Association at Suntree, Inc. hereinafter called "Association".

Section 1.2 All terms defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Association Recorded in Official Records Book 2820 page 0713, as amended, of the public records of Brevard County, Florida (hereinafter called "Declaration), shall have the same meaning when used herein.

ARTICLE II
LOCATION

The principal office is located at 857 Ridge Lake Drive, Melbourne, Florida 32940.

ARTICLE III
REGISTERED AGENT

Frank R. Prince is the registered agent of this Association. The Agency is known as Prince CPA Group, 6939 N. Wickham Rd, Melbourne, FL 32941 Phone: 321.259.2931

ARTICLE IV
PURPOSE

Section 4.1. This Association is a corporation not-for-profit. No part of its net earnings shall inure to the benefits of any member.

Section 4.2. This Association is organized:

Section 4.2.1. to establish, maintain, operate and provide community services as described in the Declaration.

Section 4.2.2. to provide for the enforcement of the Declaration and the By-Laws.

Section 4.2.3. to engage in such other activities to the mutual benefit of the Members of the Association.

Section 4.2.4. to own, operate and manage properties conveyed to it in accordance with the Declaration.

Section 4.2.5. to do such other things as may be necessary and proper to carry out and accomplish the above stated objectives.

Section 4.3. in furtherance of the aforesaid objectives, the Association shall have and exercise all powers, rights and privileges as well as performing all of the duties and obligations, which a corporation organized under the Corporation Not-For Profit law of the State of Florida, by law may now and hereafter have or exercise and as specified in the Declaration and By-Laws. These powers shall include but not be limited to the power.

Section 4.3.1. to fix, levy, collect and enforce payment by any lawful means, all assessments pursuant to the terms of the Declaration and to expend the proceeds of such assessments for the benefit of its Members.

Section 4.3.2. to bring and defend suits on behalf of the Association.

Section 4.3.3. to maintain, repair, replace, operate and insure those portions of the Association's property so required under these Articles, the Declaration and the By Laws of the Association.

Section 4.3.4. to make and enforce reasonable rules and regulations governing the use of the property owned by the Association.

Section 4.3.5. to contract for the management of its property and to delegate to such contractors required powers and duties of the Association.

Section 4.3.6. to employ personnel to perform the services authorized by these Articles, the Declaration and the By-Laws of the Association.

Section 4.3.7. to purchase insurance upon its property for the protection of the Association and its Members.

Section 4.3.8. to reconstruct improvements constructed on the property after causality or other loss.

Section 4.3.9. to make additional improvements to its property.

Section 4.3.10. to acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to marinas, lakes or other recreational facilities whether or not contiguous.

ARTICLE V
MEMBERSHIP

The Members of the Association shall consist of all owners of record title to Lots in QUAIL Ridge AT SUNTREE. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Units shall be subject to assessments as provided in the Declaration.

ARTICLE VI
VOTING RIGHTS

The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If the Unit is owned by more than one person, the vote for the Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE VII
BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a

Board of Directors consisting of no less than three (3) Directors nor no more than nine (9) Directors. The method of election of the Directors shall be stated in the By-Laws.

ARTICLE VIII
OFFICERS

The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. The officers shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws. Other than the President, an officer may simultaneously hold more than one office at a time.

ARTICLE IX
BY-LAWS

The Association shall adopt By-Laws governing the conduct of affairs of the Association. The By-Laws shall be altered, amended or rescinded as provided in the By Laws. In case of conflict, the Declaration and the Articles of Incorporation (in that order) take precedence over the By-Laws.

ARTICLE X
DISSOLUTION

After the Board has adopted a Resolution of Dissolution and developed a plan of distribution pursuant to Florida law, the Association may be dissolved with the given written and signed assent of not less than two thirds (2/3) of all the members All corporate assets shall be distributed in accordance with the plan of distribution.

ARTICLE XI
DURATION

The Association shall exist perpetually.

ARTICLE XII
INDEMNIFICATION

Procedures for indemnification shall be contained in the By-Laws.

ARTICLE XIII
ADMENDMENTS

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the Members of the Association voting in person, by proxy or by mail at a meeting duly called for this purpose.

FOURTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

COVENANTS

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WHEREAS, Suntree Development Company ("Developer") caused that Declaration of

Covenants, Conditions and Restrictions for Quail Ridge, encumbering that real property described in Plat Book 33, Pages 79-81 of the public records of Brevard County, Florida, to be recorded in Official Records Book 2820, Page 713 of the public records of Brevard County, Florida ("Declaration"); and,

WHEREAS, the Developer amended the Declaration in that Amendment recorded December 18,1987 in Official Records Book 2867, Page 1355 of the public records of Brevard County, Florida; and,

WHEREAS, Quail Ridge Association at Suntree, Inc., a Florida not for profit corporation ("Association"), amended and restated the Declaration in that First Amended and Restated

Declaration of Covenants, Conditions and Restrictions of Quail Ridge Association at Suntree ("Declaration") recorded on April 27, 1994 in Official Records Book 3387, Page 370, Public Records of Brevard County, Florida; and,

WHEREAS, the Association further amended the Declaration in that Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded January 17, 2001 in Official Records Book 4275, Page 3120 of the public records of Brevard County, Florida; and,

WHEREAS, the Association further amended the Declaration in that Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded August 9, 2007 in Official Records Book 5802, Page 9949 of the public records of Brevard County, Florida; and,

WHEREAS, the Association further amended the Declaration in that Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded August 9, 2007 in Official Records Book 5802, Page 9953 of the public records of Brevard County, Florida; and,

WHEREAS, the Association filed a Statement of Marketable Title Action in accordance with Chapter 712, Florida Statutes recorded November 4, 2016 in Official Records Book 7747, Page 2642 of the public records of Brevard County, Florida; and,

WHEREAS, pursuant to Article IX, **Section 9.1,** the Declaration may be amended by the affirmative vote of two-thirds (2/3) of all of the votes of the Association;

WHEREAS, on January 29, 2018, at a duly called meeting of the members of Quail Ridge Association at Suntree, Inc., the following amendments were approved by not less than two-thirds (2/3) of all votes cast in the Association.

NOW, THEREFORE, pursuant to Article IX, **Section 9.1**, the Declaration is amended as follows:

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject Quail Ridge Association at Suntree, Inc. which is described in Plat Book 33, pages 79-81, of the public records of Brevard County, Florida, to the covenants, conditions and restrictions contained herein. This document is referred to as the "Declaration."

Quail Ridge Association at Suntree, Inc., will be encumbered by both the Suntree Master Homeowners Association, Inc., Declaration and by the Declaration which pertain only to Quail Ridge Association at Suntree, Inc., that are enforced by this Association. Both Declarations shall run with title to the land.

ARTICLE I
DEFINITIONS

Section 1.1. "Assessment" shall mean annual (payable in equal monthly installments), special, and insurance assessments made by the Association against Lots made in accordance with the terms of this Declaration.

Section 1.2. "Association" shall mean and refer to Quail Ridge Association at Suntree, Inc., (formerly referred to as Quail Ridge at Suntree, Inc.) its successors and assigns, and is a Florida not-for -profit Corporation. Quail Ridge Association at Suntree, Inc., is a second tier homeowners association of the Suntree Master Homeowners Association, Inc. (Documentation presented by SMHA refers to second tier homeowners associations as sub-associations).

Section 1.3. "Board of Directors" shall mean the members in good standing of the Association who are elected by the membership of the Association or appointed by the Board in accordance with the By-Laws to direct day-to-day affairs of the Association.

Section 1.4. "Capital Asset" shall mean Association property determined to have a useful life beyond one year, i.e., Cabana building, pool, filtration system and pumps, pool and cabana furniture, fences, walls, gates, sprinkler system components, drainage system and signs, common grounds including landscaping tools and equipment used in maintenance.

Section 1.5. "Capital Improvement" shall mean an enhancement to a "Capital Asset" that adds value and/or utility to the original asset or an acquisition of a new capital asset.

Section 1.6. "Capital Repair" shall mean any repair which extends the useful life of a "Capital Asset".

Section 1.7. "Common Areas" shall mean all property (including the improvements thereto and interests therein) dedicated to and owned by the Association for the common use and enjoyment of the owners, as presently recorded in the official record of Brevard County as Parcel 49A (which parcel includes all private roads within Quail Ridge Association at Suntree, Inc. as shown in Plat Book 331 pages 79-81).

Section 1.8. "Declaration" shall mean and refer to the Declaration presently recorded in official Plat Book 33, pages 79 to 81, of the public records of Brevard County, Florida, in Book 2820, pages 0713 to 0724; by a first amendment dated December 11, 1987, recorded December 18, 1987, in official Record Book 2867, page 1355, of the Public Records of Brevard County, Florida, as amended from time to time.

Section 1.9. "Lot" shall mean and refer to each separate portion of land shown on the plat plan of the Association.

Section 1.10. "Member" shall mean and refer to the Owner of any unit. If the Owner consists of more than one person or is another entity, the owner shall designate one individual to act on behalf of the member.

Section 1.11. "Neighborhood" shall mean those portions of properties that are platted or dedicated under a common name within SMHA. Quail Ridge Association at Suntree, Inc., is such a neighborhood and is a Suntree Planned Unit Development, Stage 5, Tract 49, as recorded in Plat Book 33, pages 79-81.

Section 1.12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any unit, including contract sellers, but excluding those having such interest merely as security for the performance of obligation. A contract seller is any owner who sells a unit under a contract for deed or an agreement for deed and who retains title to the Unit until full purchase price is paid.

Section 1.13. is amended as follows:

Section 1.13. "Rental Unit" shall mean a Townhome that is rented or leased to a person or entity who is not the owner of the Townhome.

Section 1.14. "Suntree Master Homeowners Association" (formerly known as "Suntree Homeowners Association No. One, Inc." shall mean and is shown in this document as SMHA. SMHA is a Florida not-for-profit corporation.

Section 1.15. "Townhome" shall mean a residential dwelling which is constructed on a lot.

Section 1.16. "Water Management" Surface water or Storm water Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, F.A.C.

A new **Section 1.17.** is added as follows:

"**Section 1.17.** The "Act" shall mean the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended from time to time."

The following sentence is added to the end of Article II:

"The Association shall be governed in accordance with the Act."

A new **Section 1.18.** is added as follows:

"**Section 1.18.** Interest shall mean the maximum non-usurious interest rate allowable by law, as amended from time to time, on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum. "

(Approved January 29, 2018)

ARTICLE II
MUTUAL BENEFITS AND OBLIGATIONS

The covenants, conditions, and restrictions contained in this document are for the purpose of protecting the value and desirability of the Association. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in factor of and against each owner. Each owner, his or her family, friends, guests and invitees shall comply with the provisions as set forth herein while present within this neighborhood.

The following sentence is added to the end of Article II:

"The Association shall be governed in accordance with the Act."

ARTICLE III
ASSESSMENTS

Section 3.1. General Purpose: The Association is organized for the purpose of providing common services to Lot Owners, owning and maintaining grounds, a pool and cabana, exterior building maintenance, painting the exterior walls of Townhomes, maintaining and replacing Townhome roofs, landscaping on Lots and Common Property, providing enforcement of the Covenants and engaging in activities for the mutual benefit of the Owners. All Lot Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides and to add or delete services by affirmative vote of the members in accordance with the By-Laws of the Association. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which come due during the time such Owner owns the Lot.

Section 3.1.1. is amended as follows:

"**Section 3.1.1.** The assessments levied by the Association shall be used for providing common services to the Owners, including, but not limited to: ... "

(approved January 29, 2018)

1) insurance for common property,

2) insurance on townhomes,

3) exterior maintenance of townhomes,

4) exterior repainting of townhomes, including all entry doors and garage doors,

5) repair and repainting of courtyard fence enclosures and gates,

6) recreational facilities in the form of a pool and cabana,

7) maintenance and landscaping of common grounds (including walls),

8) maintenance and replacement of townhome roofs,

9) lake maintenance,

10) collection of assessment fees,

11) providing enforcement of this Declaration, and

12) engaging in activities for the safety and welfare of the owners.

Section 3.1.2. The assessments levied by the Association shall not be used for any of the following items:

1) maintenance, repair, and replacement of all entry doors, garage doors and windows (assessments will be used for painting of all doors),

2) personal property of the owners,

3) social activities.

Section 3.1.3 is deleted in its entirety and replaced with the following:

"**Section 3.1.3.** Lien. Each Assessment against a Lot, together with Interest thereon, late charges imposed and costs of collection, including, but not limited to, attorneys' fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Declaration with Interest thereon, late charges imposed and costs of collection, including, but not limited to, attorneys' fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective from and shall relate back to the date on which the original Declaration was recorded. However, as to first mortgages of record, the lien is effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed.

Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot and/or chargeable to the former Owner except and to the extent limited by the Act."

(Approved January 29, 2018)

Section 3.2. Types of Assessments.

Section 3.2.1. Annual Assessment. The Association will fix the amount of the annual assessment along with the period of collection; this assessment will be paid in twelve (12) equal installments. The Board of Directors shall notify all Owners annually of the amount of the assessment, place of payment, along with the due date (due and payable the first day of each calendar month).

Section 3.2.2. Maximum Annual Assessment. The annual assessment may be increased each year not more than (a) five percent (5%) or (b) the percentage increase in the Consumer Price Index of the United. States over the annual assessment for the previous year, unless the members, by a vote of a majority of a quorum voting in person or by proxy at a meeting duly called for this purpose approve a greater increase.

Section 3.2.3. Special Assessment: In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purposes of defraying in whole or in part the cost of any of the following:

1. Repair, replace or improve a capital asset owned by the Association,

2. Repair or replace a townhome item which the Association has the responsibility to maintain (e.g. roofs, etc.),

3. Acquire a new capital asset.

Any such assessment must have the assent of at least two thirds (2/3) of the members who are voting in person, by proxy or by mail at a meeting duly called for this purpose.

Section 3.2.4. Insurance Assessment. The Association shall carry blanket insurance coverages on buildings for fire, casualty and peril, business liability, umbrella liability and directors' liability. The amount of such coverages will be funded from the annual assessment. In the event, however, that the total amount of loss should exceed the coverages, and insurance assessment (sometimes referred to as a loss assessment by insurance companies) would be levied on owners by the Association; i.e., an insurance assessment could be necessitated in the event of damage or destruction of a capital asset during a peril which exceeded coverages carried by the Association. Also, an insurance assessment may be levied to pay the insurance deductibles for storm damages. Any insurance assessment levied must be approved by the Board of Directors. Any such assessment must have the assent of the majority of members of the Board of Directors at a meeting duly called for this purpose.

Section 3.2.4.1. Owner's Insurance Liability. No Owner shall take or fail to take any action that will increase the rate of insurance on any Townhome or the Common Property. The liability for any additional insurance costs to the Association by reason of any such action or inaction shall be the sole responsibility of the Owner whose act or actions caused the increase.

Section 3.3. Uniform amount of Assessment. Annual, special, and insurance assessments must be fixed at a uniform amount for all Lots.

Section 3.4. Enforcement of Assessments.

Sections 3.4.1; 3.4.2; 3.4.3; 3.4.4 and **3.4.5** are deleted in their entirety and replaced with the following **Sections 3.4.1** and **3.4.2** "

Section 3.4.1. Remedies. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

a. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

b. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is (are) liable to the Association and the amount or amounts of monies so advanced,

together with Interest and all costs of collection thereof, including, but not limited to, attorneys' fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

c. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in **Section 3.1.3** hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

d. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, attorneys' fees, without waiving any lien rights or rights of foreclosure in the Association.

e. To charge Interest on such Assessment from the date it becomes due, as well as a late charge in the highest amount designated by law, and if no such late charge is designated by law, then Twenty-Five and No/1OO ($25.00) Dollars, to defray additional collection costs.

f. To suspend the use rights of the Owner(s) in default to use the Association Property, if such Owner is delinquent in payment of assessments for more than ninety (90) days, subject to the notice and hearing provision in **Section 4.1.1** below.

g. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days, subject to any restrictions or prohibitions in the Act.

h. To collect any monetary obligation, including delinquent Assessments due for the Townhome from the rents paid by any tenant occupying the Townhome if the Owner

has leased the Townhome. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum the form of which may be prescribed by the Association, which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 3.4.2. Personal Obligation. By the acceptance of a deed or other instrument of conveyance of a Lot, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for any and all Assessments for which they are liable, as provided for in the Declaration and the Bylaws, that come due while he/she/it owns the Lot. In addition, each Owner further acknowledges that such Owners are jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses; (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Assessments or any portion thereof, then the other Owners may be responsible for increased Assessments due to the nonpayment by such other Owner, and such increased Assessments can and may be enforced by the Association in the same manner as all other Assessments hereunder as provided in Declaration or the Bylaws. No Owner may exempt himself/herself/it from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of such Owner's Townhome."

(Approved January 29, 2018)

(Note - **Sections 3.4.3; 3.4.4** and **3.4.5** are deleted in their entirety)

Section 3.4.6. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Association to maintain, repair or replace Common Property which is necessary by reason of his/her carelessness, neglect or willful action or by that of his/her family, guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in this Declaration.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every Townhome, subject to the following provisions.

Section 4.1.1. The Association has the right to impose fines, and to suspend for a reasonable period the right to use the recreational facilities if assessments are not paid when due; and the right to suspend voting rights in the event of any assessment delinquency in excess of 90 days. The Association shall further have the right, pursuant to Section 617.305 Florida Statutes, as amended, to suspend for a reasonable period the right to use the recreational facilities in the event of violation of the Declaration or Rules and Regulations. The foregoing remedies shall be in addition to any other remedies available at law and equity.

Section 4.1.1. is amended as follows:

In addition to all other remedies, the Association may suspend the voting rights of an Owner and/or suspend the rights of the Owner and the Owner's tenants, guests or invitees from using the Common Areas if such Owner is delinquent in payment of any monetary obligation to the Association for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, his/her family, guests, invitees, lessees or employees to comply with any of the HOA Documents, provided the following procedures are adhered to:

a. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association (the "Fine Committee"). If the Fine Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

b. Hearing. Should the Owner still be in noncompliance, after the 14th day notice the noncompliance shall be presented to the Fine Committee after which the Fine Committee shall hear reasons why a fine should or should not be imposed. A written decision of the Fine Committee shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

c. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

d. Fines. Fines of $1,000 or more shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein, and shall constitute a lien upon the applicable Lot, with the same force and effect as a lien for Operating Expenses. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

e. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs a and b above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because such Owner's failure to pay Assessments or other charges when due.

f. Access. Suspension of use rights to Common Area shall not impair the right of an Owner or tenant of a Townhome to have vehicular and pedestrian ingress to and egress from such Townhome, including, but not limited to, the right to park. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of HOA Documents, or with any rules and regulations promulgated by the Association, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

(Approved January 29, 2018)

Section 4.1.2. The right of the Association to dedicate or transfer all or any part of Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners in this Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the members and the deed or dedication has been executed by the Association and recorded in the public records.

Section 4.2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the common area and facilities to the members of his or her family, tenants, or contract purchasers who reside in the Townhome.

Section 4.3. Easements Across Adjacent Residential Parcels. As the nature of Townhome Neighborhoods necessitates the entry into adjacent Lots for the purpose of maintaining adjoining Townhomes, each Owner by acceptance of deed grants to an adjacent Lot Owner, the Association, SMHA, their agents or employees the right of ingress and egress over his or her Lot where necessary or desirable to permit the maintenance and repair of such adjacent Townhome or other improvements.

Section 4.4. Common Walls. Each Lot Owner, by acceptance of deed, grants to each adjoining Lot Owner the perpetual right and easement to use the common wall shared by their Townhomes ("party wall") for any purpose such adjoining Owner chooses. This right is subject to the condition that the use of the party wall by an Owner shall not injure the wall or impair the right of the adjoining Owner to use the wall. Maintenance of decorative finishes or structures affixed to the party wall shall be the sole responsibility of the Owner affixing the item. Each Owner shall be responsible for any damage he/she causes by his/her use of the party wall. If the party wall is destroyed, any Owner who has used the wall may restore it and the other adjoining Owner using the wall shall contribute to the cost of restoration in proportion to such use.

ARTICLE V
MAINTENANCE

Section 5.1 is amended as follows:

Section 5.1. Owner's Responsibility. Owner shall keep their Townhome, Lot, and improvements, including, but not limited to the courtyard, sidewalk and driveway, in good order and repair, all in a manner which is consistent with good property management. For any Owner who fails to perform the duties imposed in the previous sentence or to remedy any violation, the Association shall have the right (but not the obligation), to enter upon the Lot in question to perform such restoration and shall charge the Owner an assessment which will be a binding personal obligation of the Owner as well as a lien (enforceable in the same manner as any other assessment or fine provided for herein) upon the Owner.

Section 5.2. Maintenance Agreement. For the purpose of the Association providing the required maintenance pursuant to the terms of this Declaration, the Association shall have the right to enter into a maintenance agreement with a third party or parties for the purpose of contracting for maintenance and common benefit of this neighborhood's Owners. The terms and conditions of such agreement shall be determined by the Board of Directors of the Association.

Section 5.3. Maintenance Performed by the Association. Outlined below are the maintenance tasks that will be performed at the direction of the Board of Directors. It will be the responsibility of the Owner to report conditions for consideration to either the Chairperson, Building Maintenance Committee, or any member of the Board of Directors. The Association will not reimburse conditions not reported and repaired by the Owner.

Section 5.3.1. Roofs. The roofs of all Townhomes are to be maintained by the Association. No Owner shall be permitted on the roof of any Townhome.

Section 5.3.2. is amended as follows:

Each building ("Building(s)") containing Townhomes contains Common Structural Elements which include, but are not limited to, the following:

(a) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utilities which are located within the walls of a Townhome.

(b) Party Walls. All division walls ("Party Walls") between two (2) Townhomes located upon a Lot line between two (2) Townhomes, provided that the mere fact that such a division wall between two (2) Townhomes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Townhomes adjacent to a Party Wall shall own such Party Wall as tenants in common.

(c) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(d) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials on the exterior of each Building.

(e) Foundation. The foundation and support structures and appurtenances thereto.

(f) Roof. The roof and support structures and appurtenances thereto, including skylights and gutters. The Association shall be responsible for maintaining, repairing, replacing and insuring the Common Structural Elements. The Association shall be responsible for the painting of the exterior surface of the walls and doors of the Townhomes. The Association shall be responsible for the painting of the exterior portion of the garage doors but is not responsible for the maintenance, repair or replacement of the mechanisms associated with garages located within the Townhomes and shall not be responsible for any other maintenance of the garages. Should any incidental damage be caused to any Townhome by virtue of the Association's negligent failure to maintain the Common Structural Elements as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Structural Elements, the Association shall, at its expense, repair such incidental damage.

The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Association. In the event the Association is required to replace or repair the gutters, Owners are responsible for the cost of removing and replacing any screen enclosure attached to the gutters.

The Owner of each Townhome must keep and maintain his/her Townhome and the Improvements thereon, which are not maintained by the Association, including windows, doors, air conditioning units, sliding glass doors, interior doors and walls, including drywall, paint and wall textures and coverings, plumbing and electrical fixtures, floor coverings, appliances, cabinets, porch and courtyard screens, equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his/her Townhome which, if omitted, would adversely affect the Buildings, the other Owners or the Association. The Owner of each Townhome shall be responsible for any damages caused by a failure to so maintain such Townhome. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited, to the caulking and maintenance of the doors and windows (including glass, frame and mechanisms) of the Townhome, and the exterior surface of such doors and windows shall at all times be maintained in a clean, good and serviceable condition with no damage or other defect therein by the Owner.

If an Owner fails to maintain the Townhome, landscaping or any other area required to be maintained by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he/she has the maintenance responsibility shall be determined in the sole discretion of the Association. Further, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner a charge equal to the cost of performing such maintenance and any such charge shall constitute a lien upon the applicable Townhome with the same force and effect as a lien for an Assessment.

This **Section 5.3.2.** is effective on the date it is recorded in the Public Records of Brevard

County, Florida, and is not retroactive.

(Approved January 29, 2018)

Section 5.3.3. Painting of Townhomes. Cleaning of exterior walls (exclusive of windows) and repainting of Townhomes will be at the discretion of the Board of Directors. The exterior surfaces of all entry and garage doors as well as the courtyard fence enclosures and gates will be painted at the same time as the Townhomes.

Section 5.3.4 is deleted in its entirety and replaced with the following:

If a Townhome is damaged by fire or other casualty, except for the repair of the Common Structural Elements which shall be performed by the Association, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Townhome unless otherwise authorized by the Board. The Owner of any Townhome which has suffered damage may apply to the Association for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Association shall grant such approval only if, upon completion of the work, the exterior appearance will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Association approval will not be required prior to the commencement of such work, so long as the exterior appearance will be substantially similar to that which existed prior to the date of the casualty.

The Owner or Owners of any damaged Townhome and the Association shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete

reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his/her or its reasonable control.

(Approved January 29, 2018)

Section 5.3.5. Damage or Destruction by Fire or other Casualty. In the event of damage or destruction by fire or other casualty to the Townhome, connecting two and three cluster Townhomes and garage, or Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed property in good workmanlike manner in strict compliance with the original plans and specifications and building layout of said Townhome. Construction repairs shall be completed within a reasonable time not exceed one (1) year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to its original condition within sixty (60) days of the completion of such repairs.

Section 5.4. Maintenance of Lots. All Lots and Townhomes, as well as improvements thereon, shall be maintained by the owner as provided in the sections above in a neat and attractive condition. All landscaping on common property within the Lot shall be maintained by the Association, including circle beds shrubbery and beds adjacent to the property on either side of the garage. The Homeowner will still retain maintenance responsibility for shrubs and beds inside the front gate and any special plantings. (Amended and approved by the membership March 9, 1995)

A new **Section 5.5** is added as follows:

Section 5.5. Owners' Insurance. Each Owner shall keep the interior portions of his/her Townhome insured, which includes those portions of the Townhomes for which the Owner is responsible for maintaining, and shall name the Association as additional insured on the insurance policy. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request. No Owner shall cancel such insurance without prior written notice to the Association. The Association shall maintain casualty insurance on each Building in which Townhomes are located. The Association's insurance shall include the exterior doors, windows and air conditioning units of the Building. If an Owner fails to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner a charge equal to the cost of premiums, and any such charge shall constitute a lien upon the applicable Townhome with the same force and effect as a lien for an Assessment.

ARTICLE VI
ARCHITECTURAL CONTROLS

Section 6.0. Architectural Reviews to Assure Uniformity. It shall be the responsibility of the Quail Ridge Homeowners Association (QRHA) to protect the neighborhood from nuisances and to maintain the aesthetic quality while still keeping substantial uniformity of the Townhomes. All of this is as set forth in the Architecture Review Committee Criteria (ARCC) issued by Suntree Master Homeowners Association (SMHA).

There are two organizations within SMHA: New Construction and Modification both of which will be referred to elsewhere in this Declaration as Architecture Review Committee (ARC).

Section 6.1. Duties of the Quail Ridge Homeowners Association. The Board of Directors shall appoint a committee to review all written requests submitted by unit Owners for modification to the exterior of any Townhome, Lot or area of common property. This Committee's Charter shall be: "No improvements shall be constructed on the common property and no alterations to the exterior of any Townhome or alteration or permanent improvement of any Lot shall be effected without the written consent of both the QRHOA and SMHA ARC's. Request for approval of construction modifications shall also include a Brevard County Building Permit."

Section 6.2. Duties of the Committee. The committee shall determine if a request for modification or improvement does conform to the SMHA or QRHA ARC guidelines. If so it will request approval of the President of the Board of Directors for QRHA. If approved, a written request shall be submitted to SMHA's ARC along with the Brevard County Building Permit for final approval. The SMHA Committee must provide written approval or disapproval of the improvement or modification to the Owner with thirty (30) days following receipt of all information.

Section 6.3. Submitting Plans to the QRHA. The following standards have been established when submitting requests for improvement or modification to the exterior of a Townhome:

(a) Drawings to be not less than 1/8"=1'scale;

(b) Drawings shall show the elevation of the ground on all sides of the proposed structure, as it will exist after modifications;

(c) Accompanying data shall describe all proposed material and include samples of finishes, which must meet QRHA satisfaction;

(d) All construction. must adhere to the current Brevard County Building Code;

(e) Copies of all approvals from QRHA and SMHA's ARC, and a copy of the approved Brevard County Building Permit must also be given to the QRHA secretary before any work is to start.

ARTICLE VII
GENERAL COVENANTS AND RESTRICTIONS

Section 7.1. The laws and ordinances of the State of Florida and Brevard County as well as the Rules and Regulations of their administrative agencies now or hereafter in effect are applicable.

Section 7.2. County officials, officials of SMHA or the Board of Directors and utility companies, police and fire protection personnel shall be allowed on easements and common areas. This access is to ensure police and fire protection of the area, to meet emergency needs, to conduct services which are their responsibility, and to generally ensure health and safety of the residents within the Neighborhood.

Section 7.3. The Board of Directors may adopt and/or amend rules and regulations for the purpose of regulating the conduct and action of the residents as well as the use of the Common Areas, the preservation of the property of the Association, and the safety and convenience of the users thereof. The Association shall publish a copy of each new Rule adopted within 45 days after its adoption to the residents in the Neighborhood, maintaining a copy of all Rules adopted by it from time to time, posting on the bulletin board at the cabana, and published in the Quail Ridge Website.

Section 7.4. No animal breeding for commercial purposes shall be conducted or maintained within the Quail Ridge Neighborhood. Domestic pets must be kept on and confined to the Owner's individual lot, dwelling or courtyard areas in Quail Ridge. Whenever domestic pets are exercised off the resident's property, the pets must be controlled by means of a leash. Furthermore any pet feces deposited on private property, streets or common areas of the Association or SMHA must be promptly removed and suitably disposed of by the custodian of the pet.

Section 7.5. Owner and/or occupants shall exercise extreme care to avoid making or permitting to be made loud or objectionable noises or playing or permitting to be used or played, musical instruments, instrument or device in such a manner as may disturb owners or tenants within Quail Ridge.

Section 7.6. Except for the official U. S. Postal Service boxes, no mailbox or paper box of any kind for use in the delivery of mail, newspapers or similar material shall be erected on any Lot or Common Property.

Section 7.7. Drapery or window treatment visible from outside of a Townhome shall be white or beige or other shade or color approved by the Board of Directors. No sheets or aluminum foil shall be permitted in any window.

Section 7.7.1. Solar film may be installed with written consent of the Quail Ridge ARC of this Association and final approval by SMHA.

Section 7.8. Each of the forgoing provisions may be enforced by the Boards of Directors in Suntree Master Homeowners Association and Quail Ridge Association at Suntree, Inc., or by any Owner of a Townhome in the manner set forth in Article III, Section 3, SubSection 3.3 and Article IX, Section 3.

Section 7.9. Surface Water or Storm Water Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management systems except those systems which are the responsibility of the County. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

Section 7.10. No more than two garage sales may be held at any Townhome in one calendar year. (Exception: For a Townhome being sold, the seller may have a garage sale before the closing.) The term "garage sale" shall include any yard sale, estate sale, or thrift sale or any other sale in which merchandise is sold to consumers.

Section 7.11. Day Care Center. No home in Quail Ridge may be utilized as a "day care center" for either children or adults on a recurring basis. "Day Care Center" is defined as a place where children or adults are brought for care while their caretakers (e.g.: parents, caregivers, etc.) are occupied. For the purposes of this Declaration, it does not matter whether monetary or other compensations are provided for this care.

ARTICLE VIII
RENTAL UNITS

This Article defines the Homeowner's ability to rent his/her home.

Sections 8.1.1; 8.1.2; 8.1.3; 8.1.4; 8.1.6; 8.2.1; 8.2.2; 8.3; 8.5 and **8.9** are amended as follows:

Section 8.1.1. The term "HOA Documents" means the Declaration of Covenants, Conditions and Restrictions of Quail Ridge Association at Suntree, Inc., as well as the Articles, By-Laws and the Rules and Regulations of the Quail Ridge Association at Suntree, Inc., collectively, for this Article VIII.

Section 8.1.2. The term "Association" means the Quail Ridge Association at Suntree, Inc.

Section 8.1.3. The term "Board" means the Association's Board of Directors.

Section 8.1.4. The term "Tenant" means any person renting Townhome, or any portion thereof, within the Association Neighborhood.

Section 8.1.5. The term "Lease" means a signed rental agreement for a definite and fixed period of time.

Section 8.1.6. The term "Owner(s)" means Owner as defined in Section 1.12. herein

Section 8.1.7. The term "Unit" means a home within the Quail Ridge Homeowner's Association.

Section 8.2. Obligations

Section 8.2.1. Obligations of Tenants and Owners.

All Tenants and Owners must comply with the HOA Documents. Owners shall provide a copy of any proposed Lease for a Townhome to the Board for approval prior to execution of the Lease. Owner shall provide a copy of the HOA Documents to the potential Tenant prior to execution of the Lease.

Owners of Rental Units shall bear ultimate responsibility for any and all non-compliance with the HOA Documents by their Tenants including, but not limited to, fines, injunctions and arbitration.

Section 8.2.2. Obligations of the Association.

The Association shall monitor all Rental Units by keeping written records of the following information: 1) Name of Tenant, 2) Townhome to be leased, 3) Length of Lease. The

Board will approve or reject an Owner's request to lease a Townhome within 30 days of receipt of written request from the Owner.

Section 8.3. Rental Units.

No more than 10% of the Townhomes within the Association Neighborhood (which is currently eight (8) Townhomes) may be rented at any one time. The Board shall have the right to grant exceptions to this limitation upon the showing of a hardship by an Owner. The maximum number of exceptions to the 10 rule permitted under this Section at any one time is 2 units. The Board shall not approve a Lease if approval of the Lease would result in more than a total of 10 Rental Units in the Association Neighborhood.

(Approved January 29. 2018)

Section 8.4. Exception

Section 8.4.1. Grandfather Privileges

Owners, holding legal and equitable title Units as of the date of adoption of this Article, shall have grandfather privileges, whereby such Owner may rent his or her unit without regard to the 10% Rule for one rental period. The Owner shall notify the Board in writing of the Owners intent to exercise the grandfather privilege to rent the unit. The notice to the Board shall include a statement clearly indicating the owner's intent to place the Unit on the rental market, and the date on which the Unit will be placed on the rental market. If the Unit remains vacant for a period of two months, the Owner forfeits the grandfather privilege and any attempt to rent the Unit must comply with the 10% Rule.

Section 8.4.2. U.S. Armed Forces Personnel and Employment Transfers.

Owners in this category may rent their Unit for one rental period without regard to the 10% Rule. Proper documentation from armed forces or employer must accompany request to lease the Unit, along with other necessary information per this Article.

Section 8.5. Term of Rental Period.

The Board shall not approve any Lease for a period of less than 7 months, or longer than 36 months. The Board shall not approve any Lease for less than the entire Townhome. Under no circumstances will the Board approve a month-to-month Lease. A Tenant may not assign or sublet the Townhome, or any portion thereof. Notwithstanding anything to the contrary set forth in the HOA Documents, for the safety, security or welfare of the Owners or to prevent unreasonable interference with the use/enjoyment of the Common Areas, no Townhome, nor any part thereof, shall be used for short term vacation rentals, hotel-like or transient use, including, but not limited to, occupancies for dwelling, lodging

or sleeping purposes for a period of less than 30 consecutive calendar days. Short-term vacation rentals include any contract or agreement that initially defined the occupancy term to be greater than 30 consecutive days and that was subsequently amended, either orally or in writing, to permit the occupant(s) of the Townhome to surrender the Townhome before the expiration of the initial occupancy term that results in an actual occupancy term of less than 30 consecutive days.

Section 8.6. Newly Purchased Units

Owners shall not rent any Unit within 12 months of purchasing the Unit. If a Unit is purchased with a lease currently in effect, the Owner may continue the lease until expiration. If a Unit is purchased with a month to month tenancy currently in effect, the Owner will terminate the month to month tenancy within 60 days after purchasing the Unit.

Section 8.7. Estates of Unit Owners

Persons acting on behalf of the estate of an Owner shall have the same rights, privileges, and obligations as the deceased Owner on whose behalf they are acting.

Section 8.8. Transfer of Owner to an assisted Living Facility

Family members or legal guardians, acting on behalf of owners moving to assisted living facilities shall have the same rights, privileges, and obligations as the Owner on whose behalf they are acting.

Section 8.9. Handling Violations.

As a condition of approval for any proposed Lease, the Board shall require that the following paragraph be included in the Lease:

"Tenants shall abide by the HOA Documents. A final decision of the' Board, or other appropriate committee, that the Tenant is in violation of the HOA Documents requiring Board action under FL Statute 720.305, including, but not limited to, the imposition of fines or injunctions, shall constitute a material breach of the Lease."

The Board shall notify the Owner of the Renter's violation by U.S. Mail. The Owner and/or Tenant shall remedy the violation within thirty (30) days. In the event the violation is not cured within such thirty (30) day period, the matter shall be referred to the Association's Fine Committee pursuant to Section 4.1.1.

(Approved January 29, 2018)

Section 8.10. Leases Currently In Effect

Leases in effect at the time this Article is adopted may run to expiration. The Owner must notify the Board of intention to rent again no earlier than 30 days prior to expiration of current lease. The owner, then, is in line to rent the Unit under the 1O% Rule.

Section 8.11. Other Definitions

Units presently occupied by parents, siblings or children of Owners or beneficiaries of a trust are not considered as rental units. Other family members occupying the Unit are tenants, and the homeowner must present a lease.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1. **Duration and Amendment. This Declaration shall run with and bind the land** submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time it will be automatically extended for periods of ten (10) years, and shall inure to the benefit of the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. This Declaration may be modified or terminated only by a duly recorded written instrument executed by the Association upon affirmative vote of 66% of the Owners who vote in person, by mail or by proxy; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Declarant and SMHA specifically reserve the absolute and unconditional right, so long as they own any lots, to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in this Declaration to the contrary, the provisions of these Covenants affecting the rights or duties of Declarant and SMHA shall not be amended or terminated at any time without the consent in writing of the Declarant and SMHA. *Changed by affirmative vote of December 8, 2006.

Section 9.2. Notices. Any notice requested to be sent to any person pursuant to any provision of this Declaration will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his/her last known place of residence, or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of the mailing.

Section 9.3. Governmental Compliance. All restrictive covenants listed and/or contained herein are subject, in all instances, to compliance with State of Florida and County of Brevard health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions, and in particular when State and County requirements are more stringent than the requirements of the restrictions contained herein.

Section 9.4. Duration. These restrictive covenants, easements, reservations and requirements upon the properties shall run with title to the Properties and remain in full force and effect, until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by written instrument executed by two-thirds (2/3) of all members effective at any termination date.

Section 9.5. Enforcement. Enforcement shall be by the Board of Directors or any Owner by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant now or hereafter imposed by the provisions of this document either to restrain violations or to recover fines or damages, or both, including but not limited to penalties under Article III and to create and enforce liens. In any such action or enforcement proceeding, the party whose position prevails shall be entitled to recover in addition to costs and disbursements allowed by law, reasonable attorney fees, whether suit be brought or not. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 9.6. Severability. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

Section 9.7. Easements. Declarant reserves for itself, its successors and assigns, a right-of-way easement to erect, maintain and use utilities, electric and telephone poles, wire, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences for utilities on, in and over any area designated as an easement, or right-of-way area on a recorded plat. Further, the Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of radio and television cable within such right of-way easements and Common Areas.

ARTICLE X
CONFLICTS

In the case of any conflict between the Articles of Incorporation and the By Laws, the Articles of Incorporation shall control; and in the case of any conflict between this Declaration and the By-Laws and the Articles of Incorporation, this Declaration shall control.