

**AMENDMENT TO FIFTH AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNTREE**

The following amendment is made to Article VIII of the FIFTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNTREE, recorded in Official Records Book 5702, Page 0178, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

[...]

**ARTICLE VIII  
RENTAL UNITS**

The renting, leasing or licensing of a Unit is defined as occupancy of the Unit by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods, services, points, or any other exchange of value). The terms “renting,” “leasing” and “licensing” shall be used interchangeably for the purpose of this Declaration. The terms “rent,” “lease” and “license” shall be used interchangeably for the purpose of this Declaration. The terms “tenant,” “lessee,” and “licensee” shall likewise be used interchangeably in this Declaration. The following provisions shall apply to ~~rental~~ the leasing of Units:

Section 1. All leases or licenses of a Unit must be in writing. All leases and licenses shall be for a minimum period of six (6) consecutive months.

Section ~~1~~2. For the purpose of membership in the Association, the Owner of the ~~R~~Rental Unit and not the individual tenants thereof shall be the “Owner” for the purposes of assessment, membership, and ultimate responsibility for compliance with all provisions of this Declaration.

Section 2. Each tenant actually residing in a Unit for a period of not less than ~~two (2) weeks~~ six (6) consecutive months shall be entitled to the full use and enjoyment of all Common Areas and shall be entitled to all of the rights of an Owner as set forth in Article II of the Declaration. Any ~~tenant~~ person residing on the Property less than ~~two (2) weeks~~ six (6) consecutive months has no rights as Owner but may use the Common Area. This Declaration shall be binding on all tenants and an owner shall have the responsibility to provide the tenants with a copy of the Declaration and to require of the tenants full compliance with the provisions thereof.

Section 3. The Association has a duty and responsibility to know at all times who is residing as the primary resident within the Association’s purview, i.e., property owned by Association members.

Section 4. To enable the Association to fulfill the duties and responsibilities described ~~in Section 3 above~~ herein, the owners must provide the Association within two weeks of renting his or her Unit, as a minimum, the Tenant’s name and the expiration date of the lease if the lease

term is extended past the expiration date or terminated before the expiration date, the owner shall also provide that information to the Association within two weeks of such occurrence.

Section 6. No time sharing plan as the term is defined in Chapter 721, Florida Statute, as amended from time to time, or any similar plan of fragmented or interval ownership of a Unit shall be permitted on the Properties, and no attempt to create the same by lease or otherwise shall be allowed. All short-term rentals and licenses (which are for less than a six (6) month period) are strictly prohibited. Owners and tenants are prohibited from listing or advertising a Unit, whether directly or through a third-party, as being available for short-term rental or license. Without limitation, this provision is intended to prohibit lot use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or tenant to provide a notarized sworn statement, under penalty of perjury, affirming the Unit is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or tenant by a preponderance of evidence.

Section 7. If a tenant, occupant, guest or invitee fails to abide with all covenants, restrictions, and rules, the Owner shall be responsible for the conduct of the tenants, occupants, guests and invitees and shall be subject to all remedies set forth in the Association's Declaration, Articles of Incorporation, Bylaws or rules and regulations, as each may be amended from time to time, and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring his tenant's conduct (and that of the other occupants, guests and invitees of the Rental Unit) into compliance with the Association's Declaration, Articles of Incorporation, Bylaws or rules and regulations, as each may be amended from time to time, by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible.

The Owner further grants the Association a continuing power of attorney to act as agent for the Owner specifically to terminate any lease and evict or remove the occupants of the Rental Unit in the enforcement of this Section. If the Owner fails to bring the conduct of the tenant into compliance with the Association's Declaration, Articles of Incorporation, Bylaws or rules and regulations, as each may be amended from time to time, in a manner deemed acceptable by the Association, the Association shall have the authority, but not the obligation, to act as agent of the Owner to undertake whatever action it deems appropriate, in its sole discretion, to abate the tenant's noncompliance with the Association's Declaration, Articles of Incorporation, Bylaws or rules and regulations, as each may be amended from time to time (or the other noncompliance of other occupants, guests or invitees), including without limitation the right to terminate the lease or license and institute an action for eviction against the tenant in the name of the Association in its own right, or as agent of the Owner. The Owner hereby grants a continuing power of attorney to the Association to take act as landlord and evict the non-complying occupants.

The Owner and tenant shall be jointly and severally liable to the Association for any and all costs, attorney fees and/or expenses incurred by the Association to make repairs, clean-up, maintenance and/or replacement or to pay any claim for injury and/or damage to any portion of the Association property resulting from, related to, arising from and/or associated with the willful actions, the omissions and/or the negligence of the tenant.

The Association shall have the right to recover, and the Owner and tenant shall be jointly and severally liable for any and all costs or fees, including attorneys' fees, incurred in connection with enforcement of this Section, including pre-suit costs and attorneys' fees, which shall be secured by a continuing lien in the same manner as assessments for common expenses, and secured by a claim of lien that may be foreclosed by the Association. Any lease shall provide or be deemed to provide that the Association shall have the authority to direct that all rental income related to the Lot or Living Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

Section 8. Additional Rules. The Board may also from time to time adopt rules and regulations pertaining to the leasing of Units and tenant restrictions, including but not limited to rules and regulations regarding the approval process and Common Area use rights.

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