

THIS DOCUMENT PREPARED BY
AND RETURN TO:
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CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

_____ the space above this line is reserved for recording purposes _____

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SAWGRASS KEY AT SUNTREE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of SAWGRASS KEY AT SUNTREE HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAWGRASS KEY AT SUNTREE, recorded in Official Records Book 4268, Page 0249, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAWGRASS KEY AT SUNTREE, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 19th day of May, 2015 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Section 10, subsection 10.1 of the Declaration by the affirmative vote of two-thirds (2/3rds) of the owners. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the By-Laws shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 19th day of May, 2015.

Signed, sealed and delivered
in the presence of:

SAWGRASS KEY AT SUNTREE
HOMEOWNERS ASSOCIATION, INC.

[Signature]

(Sign - Witness 1)

Thomas E. Brown

(Print - Witness 1)

[Signature]

(Sign - Witness 2)

Michelle Turley

(Print - Witness 2)

[Signature]

(Sign - Witness 1)

Thomas E. Brown

(Print - Witness 1)

[Signature]

(Sign - Witness 2)

Michelle Turley

(Print - Witness 2)

By: [Signature]

(Sign)

Dennis Laughlin

(Print)

President, Sawgrass Key at Suntree
Homeowners Association, Inc.

Attest: [Signature]

(Sign)

VITO SPINELLI

(Print)

Secretary, Sawgrass Key at Suntree
Homeowners Association, Inc.

STATE OF FLORIDA
COUNTY OF Brevard

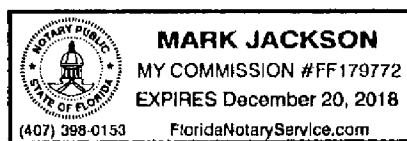
The foregoing was acknowledged before me this 19th day of May,
20 15, by Dennis Laughlin, as President, and Vito Spinelli,
as Secretary, of SAWGRASS KEY AT SUNTREE HOMEOWNERS ASSOCIATION, INC., a
Florida not for profit corporation, on behalf of the corporation, who are personally known to me or
who have produced _____ as identification.

NOTARY PUBLIC

[Signature] (Sign)

MARK JACKSON (Print)

State of Florida, At Large
My Commission Expires:



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAWGRASS KEY AT SUNTREE

The following amendments are made to Section 7, sub-sections 7.4.1, 7.4.5, 7.4.11, 7.4.14, 7.4.17, Section 10, sub-section 10.1 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAWGRASS KEY AT SUNTREE, recorded in Official Records Book 4268, Page 0249, *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):

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Section 7. ARCHITECTURAL CONTROLS

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7.4 Miscellaneous Use Restrictions.

~~7.4.1 No fences shall be constructed on any lot except when approved by the Subdivision Association as an enclosure for a pool. All shrub lines must be approved by the Subdivision Association prior to construction.~~ No wall or fence shall be erected within the Subdivision Association which shall unreasonably restrict or block the view of an adjoining lot. For this purpose, no fence shall exceed four feet (4') in height and shall not be erected or placed within the front set-back lines of any lot unless said fence shall be ornamental and shall not in any manner impair the general scheme of said property. No wall or fence shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Subdivision Association through action of its Board of Directors. No wall or fence shall be permitted to extend beyond the rear-most plane of the main structure of any residential dwelling placed on a Lot adjoining a waterway, lake, canal, and/or retention area. Notwithstanding anything herein to the contrary, the Lots subject to this restriction shall include Lots 1-16 and Lots 46-54, Block "C", and Lots 1-5, Block "D", Sawgrass at Suntree Phase Two, according to the Plat thereof recorded in Plat Book 45, Pages 48-50 of the Public Records of Brevard County, Florida; and, Lot 17 and Lots 36-45, Block "C" and Lots 5-10 and Lots 12-24, Block "D", Sawgrass at Suntree Phase Five, according to the Plat thereof recorded in Plat Book 47, Pages 14-16 of the Public Records of Brevard County, Florida. Any wall or fence as installed or constructed on a lot must be planted with shrubbery so that the fence is not visible from the street in front of such lot.

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7.4.5 No commercial activity shall be conducted on any lot with the exception of the Developer's real estate sales office or agent. Nothing herein, however, shall preclude an Owner or resident of a lot from conducting In-Home Business Activities, as defined hereinafter. "In-Home Business Activities" as used herein shall mean and include only business activities conducted solely within a dwelling located on a lot and which do not cause, create or entail any of the following:

- (a) noticeably increased vehicular traffic or parking on a lot or on any street adjoining a lot which exceeds twenty-four (24) hours in any five (5) day period;
- (b) sales activity or solicitation within the Community;
- (c) any form of advertising or signage on or within the Community;
- (d) any other manifestation of such business activity noticeable from the exterior of a dwelling located on a lot which may be construed as a nuisance, in the sole, unfettered discretion of the Board of Directors.

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7.4.11 The parking of vehicles in the Subdivision is restricted as follows:

7.4.11.1 Automobiles Two-Axle Passenger Vehicles. ~~Automobiles~~ Two-axle passenger vehicles without any advertising or logos on the vehicle other than those as placed by the vehicle manufacturer shall be permitted to be parked only in driveways and garages on a lot. ~~Automobiles Two-axle passenger vehicles~~ with advertising or logos shall be parked only in garages on a lot.

7.4.11.2 Two-Axle Passenger Vans. Two-axle Ppassenger vans (as defined below) not outfitted for recreational purposes and without any advertising or logos other than those as placed by the vehicle manufacturer shall be permitted to be parked in driveways and garages. Passenger vans outfitted for recreational purposes (as defined below) or with advertising or logos other than those as placed by the vehicle manufacturer shall be permitted to be parked only in garages.

A “two-axle passenger van” is a van that ~~weighs less than five thousand (5,000) pounds,~~ has seating for more than two (2) passengers, and has non-commercial license plates. “Outfitted for recreational purposes” shall mean a van that has running water, LP gas and/or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van.

A “non-passenger van” is any van that does not comply with the definition of a “two-axle passenger van.” A non-passenger van shall be subject to the same restrictions as a truck ~~rated one-half (1/2) ton or less,~~ as more fully provided in subparagraph 7.4.11.3 below.

7.4.11.3 Trucks, Non-Passenger Vehicles and Non-Passenger Vans. ~~Trucks rated one-half (1/2) ton or less,~~ without any advertising or logos other than those as placed by the vehicle manufacturer, used as the resident’s regular or usual form or transportation, non-passenger vehicles, and non-passenger vans without any advcrtising or logos other than those as placed by the vehicle manufacturer shall be permitted in the Subdivision if parked in garages on a lot. Such trucks, non-passenger vehicles and non-passenger vans without any advertising or logo other than those as placed by the vehicle manufacturer shall also be permitted in driveways ~~for periods of less than four (4) hours on a lot.~~ ~~Trucks or more than one-half (1/2) ton, or trucks or~~

~~non-passenger vans~~ Vehicles with any advertising or logos other than those placed by the vehicle manufacturer, or trucks not the resident's regular or usual form of transportation are not permitted to be parked in the Subdivision other than within an enclosed garage unless present solely for the actual and continuous repair or construction of a residence.

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7.4.14 Unless appropriate written consents or permits are obtained from all applicable governmental agencies, each of the following activities within, or uses of, jurisdiction wetlands (that is, wetlands within the jurisdiction of the St. Johns River Water Management District, the Department of Environmental Regulation, and the U.S. Army Corps of Engineers, or any of them) within Sawgrass Key at Suntree are hereby prohibited and restricted:

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7.4.14.3 The cutting or removal or destruction of non-invasive trees, shrubs or other vegetation from wetlands, and

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7.4.17 ~~There shall be no exterior antennas or aerials. Any earth satellite reception equipment shall not be visible from any street and shall be screened from other property within the subdivision.~~ Antennas, Aerials and Satellite Dishes, and their installations, are governed as follows:

7.4.17.1 Definitions. The following definitions apply to this Aerials, Antennas, and Satellite Dishes provision only (hereinafter, the "Antenna Provision"):

(a) "Antenna" means any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) "Covered Antenna" means an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

(c) "Exclusive Use Area" means an area (and airspace) in which the Resident (as hereinafter defined) has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within this Declaration or the Articles or Bylaws of the Association, and may be implied and/or implicit in the ownership or leasehold of a lot.

(d) "Mast" means a structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

(e) "Resident" means any person or entity who has a direct or indirect ownership or leasehold interest in a lot, regardless of whether such person or entity actually lives or dwells on the lot.

(f) "Transmission-Only Antenna" means an Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

7.4.17.2 Antenna Size and Type. Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:

(a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter may be installed. MDS antennas larger than 39.4 inches (1 meter) are prohibited.

(c) Antennas designed to receive television broadcast signals, (hereinafter referred to as "Television Broadcast Covered Antennas") regardless of size may be installed.

(d) Transmission-Only Antennas that are necessary for the use of Covered Antennas may be installed.

(e) Masts that are required for the installation of Covered Antennas may be installed.

(f) All Antennas not in subsections (a) through (e) immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited. However, in the event of an emergency, as declared by the federal, state or local government governing over the Community, amateur or ham radio antennas may be used by Owners and may be attached to lots as necessary for an acceptable signal, from the time of the declaration of the emergency to seventy-two (72) hours after the declaration of the cessation of the emergency. Amateur or ham radio antennas may also be attached to lots upon prior written approval of the Board of Directors.

7.4.17.3 General Rules.

(a) Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.

(b) Location.

(i) Covered Antennas are permitted to be installed on or to the structure of any lot located on any lots. Covered Antennas may be installed within Exclusive Use Areas or lots, as specified further in this provision.

(ii) If Television Broadcast Covered Antennas are to be installed, then they must be installed inside the dwelling located on a lot wherever possible.

(iii) Covered Antennas shall not encroach upon any Common Areas, any dwelling or Exclusive Use Area or lot of another Resident and/ or Common Areas airspace.

(iv) Covered Antennas shall be located in a place shielded from view from other lots, from streets, or from outside the dwelling to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible location. In all cases, to the extent allowable by law, a Covered Antenna that is installed outside of a dwelling located on the lot shall be installed behind the forward-most plane of the exterior of the dwelling located on the lot. A Covered Antenna may be installed on a Mast, provided that such installation is in accordance with sub-section 7.4.17.6 of this Section, as well as all other provisions of this Section. This Section does not permit installation on Common Areas, even if an acceptable-quality signal cannot be received from a dwelling, Exclusive Use Area, or lot.

(v) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. Any Resident requesting such an installation shall seek the prior written approval of the Association prior to the non-conforming installation. The Association may request an explanation of why the nonconforming location is necessary.

(c) Installation.

(i) Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.

(ii) All installations shall be completed so that they do not materially damage any part of the Community or void any warranties of the Association, other Residents, or in any way impair the integrity of any dwelling or building within the Community.

(iii) A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits. Contractor's general liability (including completed operations): \$500,000. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.

(iv) Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity.

(v) Residents are liable for any personal injury or damage occurring to Common Areas, another Resident's dwelling or Exclusive Use Areas or lot, arising from installation, maintenance, or use of a Covered Antenna, and shall:

(A) pay the repair cost for damages to the Common Area, another Resident's dwelling or Exclusive Use Areas or lot and any other property damaged by Covered Antenna installation, maintenance, or use;

(B) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance and/or use; and

(C) reimburse Residents or the Association for damages caused by Covered Antenna installation, maintenance and/or use.

(vi) A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

(d) Maintenance.

(i) Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair, and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty days after notification of the need for repair.

(ii) If Covered Antennas detach from their installation(s), the Residents thereof shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.

(iii) Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.

(iv) If the Resident fails to maintain or does not correct a safety hazard within thirty days after notification, the Association may enter onto the dwelling, Exclusive Use Area, or lot where the Covered Antenna is located to make repairs. Any repair expense will be charged to and paid by the Resident of the dwelling where the Covered Antenna is located.

(e) Covered Antenna Camouflaging.

(i) Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, dwelling, etc.) on which they are installed.

(ii) Covered Antennas installed on the ground and visible from the street or other dwelling or Exclusive Use Areas must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(iii) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

7.4.17.4 Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions; if a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

7.4.17.5 Number of Covered Antennas. No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident on a dwelling.

7.4.17.6 Mast Installation.

(a) A Mast's height may be no higher than absolutely necessary to receive acceptable-quality signals.

(b) Masts extending 12 feet or less beyond the roofline may be installed on dwelling or Exclusive Use Areas or lots, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the lot boundary line than the total height of the Mast and Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to Residents or other personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

(c) Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Properties and other dwellings and Exclusive Use Areas or lots, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.

(d) Masts must be painted to match the color of the dwelling on the lot where the Covered Antenna is located.

(e) Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.

(f) Masts shall not encroach upon Common Properties or another's dwelling or Exclusive Use Area or lot.

(g) To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).

7.4.17.7 Covered Antenna Removal. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents of the dwelling or lot where the Covered Antenna was located shall be responsible for all costs relating to restoration of these areas.

(a) If Covered Antennas pose immediate threats to Association Residents and personnel or Committed Property, then the Association has the right to remove Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

7.4.17.8 Notification Process.

(a) Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to an Architectural Control Committee, care of the Association office. If an Architectural Control Committee for the Association does not exist, then the form should be submitted to the Board of Directors, care of the Association office. The installation may then begin immediately, provided that the installation is in accordance with this Section. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering The Properties for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty on the Association to oversee installation or preclude any danger or safety hazard.

(b) The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna to a conforming location.

7.4.17.9 Installation by Tenants. These rules shall apply in all respects to all Residents, whether Owners or tenants.

7.4.17.10 Enforcement. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rules are enforceable, the Association may proceed with a lawsuit in a court of competent jurisdiction to obtain:

- (a) a declaratory statement by the court with respect to this matter;
- (b) an injunction compelling the removal of the antenna;
- (c) an award of attorney fees and costs arising from this matter, whether arising during pre-litigation following the FCC validation, litigation or appeal; or
- (d) such other relief as the Association and the court deem appropriate.

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Section 10. GENERAL PROVISIONS.

10.1 Duration and Amendment. These Covenants 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 they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the owners and their respective legal representatives, heirs, successors and assigns, unless modified or

terminated by a duly recorded written instrument executed in conformity with requirements described below. These Covenants may be modified or terminated ~~only~~ by a duly recorded written instrument executed by the president or vice president and secretary of the Subdivision Association upon the affirmative vote of two-thirds (2/3rds) of the Owners of the Association who are voting in person or by proxy at a meeting of the Members at which a quorum has been attained (e.g., once a quorum of Owners attending in person or by proxy has been obtained at a regular/annual or special meeting of the Members of the Association, two-thirds (2/3rds) of those Owners attending the meeting in person or by proxy may amend this Declaration); provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. As long as the Developer controls the board of directors of the association and has not has not relinquished control and operation to the homeowners, the Developer may, with the consent of the Master Developer, which consent will not be unreasonably withheld, and without any notice or vote by other lot owners, change, modify or amend any provision of this Declaration, in whole or in part, by executing a written instrument making such change and having the same recorded in the public records of Brevard County, Florida. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Any amendment which would affect the surface water management system, including the water management portions of the common property, must have the prior approval of the St. Johns River Water Management District.

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