

RULES, REGULATIONS, AND RESPONSIBILITIES

November 1, 2022

This document is intended to be a “quick at a glance reference”. In the case of a conflict with The Declaration of Covenants, Conditions, and Restrictions, the Declaration takes precedence.

Current owner must provide a copy of this Townhomes of Rules, Regulations, and Responsibilities to prospective buyers, renters, and/or real estate agents handling the sale property. Failure to do so does NOT remove responsibility of compliance from the new owner.

1. The Townhomes of Suntree Homeowners Association, Inc. (TOS HOA) is an integral part of the Suntree Masters Homeowners Association (SMHA). In addition to the TOS Declaration of Covenants, all TOS HOA activities are governed by the SMHA Declaration of Covenants, Conditions and Restrictions.

Owners and renters may obtain a copy of these SMHA documents at www.suntreeflorida.com. Click “Governing Docs” to review or print them. They are also at the SMHA Office, located at:

7550 Spyglass Hill Road
Melbourne, FL 32940
321-242-8960
info@suntreeflorida.com

2. Townhomes of Suntree HOA employs a management company, currently Showcase Association Management. Below is their contact information:

Showcase Property Management
101 S. Courtenay Parkway
Merritt Island, FL 32952
sbyrd.showcase@gmail.com or 321-576-9677

3. Governing documents for this association, TOS HOA, may be found at www.showcasepropertymanagement.com. Hover on “Association Management” and select “Current Associations”. A blue box will pop up with a list of the associations. Click on the name of Townhomes of Suntree. Another blue box will pop up with the governing documents. Current owners to see minutes and financial reports, please log into your portal access. If you do not have access to appfolio, please contact association management at Danielle.showcasecam@gmail.com.
4. Maintenance fees are due and payable on the first (1st) of each month and are considered in arrears on the fifteenth (15th) of the month. Fees are due monthly but may be paid, quarterly, semi-annually, or annually if paid in advance. A delinquent owner will be assessed a twenty-five dollar (\$25) per month cumulative penalty. Please indicate on the check the month or months for which you are paying.

The following are methods of payment for Association dues: 1) Enroll in ZEGO to authorize monthly electronic payments. Set up a recurring pay schedule at www.gozego.com or 2) Mail a check or money order along with your payment coupon to:

Townhomes of Suntree Association
C/O Showcase Property Management
PO Box 25092
Miami, FL 33102-5092

5. Any Unit currently being used as a rental which is sold, must be sold as an Owner-occupied unit. No new rentals are allowed for any period in owner occupied Units in TOS effective August 1, 2006.
6. All rental Units (owners and tenants) shall continue to abide by all Rules, Regulations and Responsibilities.
7. No tenant of a lease nor owner may enter into a sub-lease agreement nor rent out rooms within the Unit. A lease may involve only a single family.
8. The owner MUST provide to the Property Management Company the required Homeowner Information Form with the Owner, or Family member(s) information who resides in the home. This information form can be obtained from the Property Management Company. This form is for informational purposes only, not for approval of tenant.
9. All Units, including lease Units, must be maintained to the standards established by the Homeowners Association. There shall be NO storage of appliances, indoor furniture, boats, boxes, tools, tires, building materials etc. in any visible areas such as open carports. Storage of such items is allowed only in a garage or an approved carport storage closet. No like items may be stored on any common areas (i.e., lawns or planting areas) adjacent to a Unit. Any owner in violation shall be notified in writing by the Property Management Company. This violation is subject to fines from both SMHA and TOS HOA.
10. No owner, renter, lessee, or other occupant shall use the Unit for any purposes other than a single-family residence. No residential dwelling Unit may be used for commercial purposes until a written request is made to the Board of Directors or its agent and authority is granted in writing.
11. In addition to each Unit's garage/carport/driveway parking spaces, there are less than two (2) guest parking spaces per building. Residents with parking for two vehicles utilizing their carport, garage, or driveway are not to use guest parking spaces. Temporary parking is allowed on the even side of the street only. Overnight parking is not allowed on any street or roadway.

More information concerning parking is found in the TOS Declaration of Covenants, Conditions and Restrictions and should be referenced.

12. Brevard County leash law states, all house pets MUST be on a leash and under the owner's control when outside the Unit. At no time are pets permitted on the golf course. Owners MUST pick up droppings immediately wherever it is left by your pet.
13. PRIOR to initiation of any exterior repairs, modifications, alterations, additions, and/or changes, the proposed change MUST be reviewed and approved by the TOS and the SMHA Architectural Review Committees. This approval is required for, but not be restricted to, ANY exterior modifications: replacement of exterior Unit doors, garage doors, outdoor lighting fixtures, street numbers, patios, decks, enclosures, driveways, carport storage or modifications, etc. New Satellite Dishes and/or equipment must be attached directly to the fascia, not the roof. Satellite dishes do not require ARC approval, but it is recommended that you contact your provider to perform the installation.
14. No signs of any kind shall be exhibited in any way without approval of the Board of Directors or its duly authorized agent. Typical residential "For Sale" signs may be erected, on a temporary basis only, at the entrances to TOS and in immediately in front of the unit being sold in accordance with

the SMHA Covenant guidelines.

15. All areas outside the exterior walls of each Unit are considered TOS common area, including owner deeded property. Therefore, no owner or owner's contractor shall perform any landscaping ie: planting, or removal of trees, shrubs, plants, etc. If the homeowner would like to remove, replace, or add permanent plantings in these areas, authorization must be sought and received by the Landscape Committee before proceeding.

To allow reasonable individualization while maintaining harmony with the aesthetics of landscaping within TOS, items such as planters, solar lighting, trellises, potted plants, and other decorative items are allowed in existing beds if it does not impede the work of the landscaping company and meets SMHA guidelines. Mulch should be red. Light colored rounded stones (2-5" diameter), not rocks, may also be used. Both mulch and rocks should be placed over landscaping fabric to minimize weeds.

It is also understood that some homeowners would like to participate in the care of their own flowerbeds, performing such acts as watering, weeding, pruning, mulching, and fertilization. Since the budget for landscaping is limited by necessity, this is not discouraged. Homeowners with planting areas within their carport are completely responsible for their maintenance including trimming to maintain a neatly manicured appearance.

16. To discourage rodent and other undesirable wildlife, feeding of nondomestic animals and birds is not allowed. Non-active bird feeders and bird baths as decorative yard elements are allowed in flowerbed areas only.
17. Personal decorations of any kind are not permitted in the common area. They may be placed in flowerbed area only if they don't impede the work of the landscaping contractor. TOS will decorate at entrances for some holidays.
18. Homeowners are responsible for any damages or defacing of property which they, their guests or tenants have caused.
19. Unit owners and/or tenants are encouraged to notify the Property Management Company of any suspected problems with the TOS irrigation system, property lighting, Unit integrity, landscaping, or any violation of rules and regulations.
20. Trash, recycling, and/or yard waste shall not be placed at the curb earlier than 6:00 PM prior to the day of collection. Collection days are Tuesday for yard waste, household trash and recyclables and Friday for household trash only. All trash MUST be in covered receptacles or secured trash bags. No open trash containers, boxes, or receptacles are permitted. Owners are responsible for their tenants. Any owner in violation shall be notified in writing by the Property Management Company. Large appliances or other larger household items require homeowner to call Waste Management Systems, 321-723-4455, to arrange bulk trash pick-up.
21. The SMHA requires that all exterior air conditioning Units be covered and not readily viewable from the streets in Suntree. All AC Units must have either shrubs, fences, or lattice around them sufficient to hide them from view.
22. It is recommended that all Units, whether owner-occupied or renter occupied, be covered by condo insurance commonly referred to H06 insurance purchased by the Unit owner. This will cover the

interior of the Unit in case of catastrophic loss.

23. Any owner who wishes to add a patio must follow the rules as stated below:
- a. Prior approval from the TOS ARC/BOD is required
 - b. No patio may extend more than four to five feet from the exterior wall of a unit.
 - c. Patio may be constructed using concrete pavers, 12"x12" or 18"x18", or pressure-treated wood decking material. Poured concrete is not allowed.
 - d. Owner must remove sod and level the area.
 - e. Any irrigation system components located in the proposed area must be moved at owner expense.
 - f. A weed barrier must be laid prior to installation of patio.
 - g. Maintenance of the patio is the responsibility of the homeowner. TOS assumes no responsibility for cleaning pavers, weed removal, nor replacement of damaged pavers
 - h. When the unit is sold, the new owner must be appraised of the above conditions.
 - i. Any future removal of patio is the responsibility of the owners and requires the restoration of sod.
24. Unit owners are responsible for providing access to the Unit for the purpose of regularly scheduled pest control or termite inspection/treatments that TOS provides. Access must be provided for other reasons as determined by the BOD such as inspections by insurance inspectors to determine insurable damage.

Any Unit owner who refuses to allow access as requested by TOS and incur damage because of that refusal, will be fully responsible for related repairs.

TOS will try to accommodate those who request a specific time slot, but it is understood that inspections will occur during normal business hours. You may leave a labeled key with a board member if you are unable to be at home.

25. In general, be respectful of and kind to your neighbor, especially those you share a common wall with and enjoy your home in Townhomes of Suntree in beautiful Suntree, Florida.

Responsibility Guideline at a Glance

TOS HOA Responsibilities:

1. Roof repairs, roof replacement, and roof maintenance
2. Gutters and Downspouts
3. Irrigation systems
4. Common area walkways, roadways, driveways, and guest parking
5. Insurance on exterior of buildings including roofs
6. Lighting at entrances and along roadways
7. Electricity for irrigation and lighting
8. Exterior painting of body of house
9. Exterior wood repair/maintenance of original body of house with the exception of decking on second story balcony. Replacement of the decking due to catastrophic loss, such as an act of God, will be HOA insurance responsibility.
10. Landscape maintenance of common areas (everything outside the exteriors of the home)
 - a. Mowing/weed eating/blowing off carports
 - b. Maintain existing plantings
 - c. Replace, remove, or install new plantings
 - d. Tree trimming
 - e. Fertilizing
 - f. Other items as determined by the Board Of Directors
11. Exterior pest/insect control
12. Maintaining termite bond
13. Common Taxes
14. Management fees
15. Maintenance of entry signs

TOS Homeowner Responsibilities

1. Everything from the drywalls in on your Unit
2. Anything on the outside that was not original to the structure in 1978-1980
3. All glass including windows, sliders, and skylights
4. Screens in windows, doors, screen porch enclosures, and second story screened deck enclosures
5. Leaks from windows, sliders, and skylights
6. Garage doors, storm doors, Florida rooms converted to indoor living spaces from screened porches, porch screens, and second story deck enclosures
7. Any electrical including lights, doorbells, porch light in carport/garage, etc.
8. Power washing of owner sidewalks
9. Any plumbing including exterior faucets, valves, etc.
10. Hurricane shutter installation and removal
11. Roof/wood damage caused by satellite dish installation or removal
12. Preservation of deck flooring on upper balconies to protect the roof below. Clean, stain/paint the deck boards on a regular basis. Replacement due to normal wear, tear, and age.
13. Maintain and repair all portions of utilities (water and electric) located within the boundaries of your Unit
14. Owners who choose to add potted plants must maintain or remove them

FAILURE TO MAINTAIN YOUR PROPERTY IN GOOD ORDER RESULT IN A NOTICE FROM THE BOARD, AND IF REPAIRS ARE NOT MADE BASED ACCORDING TO THE TIMELINE OF THE NOTICE, A FINE MAY BE IMPOSED.

Exterior Modification Request Process

Authorization of any exterior modifications, as explained in rule #14 above, is based upon the understanding that the exterior of all Units is common property of the Townhomes of Suntree (TOS) for the purpose of maintenance. As such, any modifications to the common area or exterior of an individual Unit by an owner are subject to the following protocol. To make modifications to TOS common property, the Unit owner must:

1. Fill out the MOD-ARC form found at <http://suntreeflorida.com>, Documents, E-Forms, Private, ARC Request for Modification. Attach plans and/or architectural drawings, color examples, contractor's name, copy of license, proof of insurance, copy of contractor's quote, etc. to the modification to the MOD-ARC form.
2. Attach check for \$30 to Suntree Master Homeowner Association.
3. The request form, supporting documents, and fee must first be reviewed, approved, and signed by the TOS Board President plus one other Board Member. If approved, the homeowner then submits the package of documents, IN PERSON, to Suntree Master Homeowners Association for ARC committee approval. The ARC committee meets the second and fourth Wednesday of each month. Submit your request no later than 5 days prior to the meeting so that it can be included on the agenda.
4. If approved, all work must be inspected upon completion by the TOS HOA. The work may also require inspection by the SMHA.
5. Completed work will be inspected by the TOS Homeowners Association Board of Directors for acceptability. Any work deemed unsatisfactory during inspection will be corrected at the owner's or contractor's expense. If such rework is not performed, or is performed with unsatisfactory results, TOS HOA reserves the right to correct the unsatisfactory work and place a lien against the owner's Unit until paid in full.