

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUGARTREE

This Declaration (the "Declaration") is made by the written agreement of a majority of the affected parcel owners in Sugartree pursuant to Chapter 720, Part III, Florida Statutes (2014).

Askew Construction Company, Inc., the original developer, (herein referred to as "Developer" or "Declarant") recorded the covenants, restrictions, reservations and servitudes on the foregoing described property in Official Records Book 1282, Page 910, in the Public Records of Escambia County, Florida (herein referred to as the "Original Declaration"). These covenants, conditions, restrictions and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

Pursuant to authority granted under Chapter 720, Part III, Florida Statutes (2014), the organizing committee consisting of Kenneth Porter, John Howard, and Helen Michel, does hereby submit these covenants, restrictions, reservations and servitudes for revival (hereinafter referred to as the "Revived Declaration"). It is hereby declared that, subject to the provisions hereof, all of the property described hereinbelow, located in Escambia County, Florida, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof. The attached Exhibit "A" more particularly identifies each Lot and other real property that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners. The Articles of Incorporation for the Sugartree Homeowner's Association, Inc. ("Association") are attached as Exhibit "B". The Bylaws for the Association and Amendments to the Bylaws dated December 9, 1997 are attached collectively as Exhibit "C". The graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "D". All attachments are incorporated into and made a part of this Revived Declaration.

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes. The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. The proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents. The respective amendment provisions are the same as those contained in the previous governing documents. This Revived Declaration contains no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under Section 720.404(3). This Revived Declaration complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720.

WITNESSETH:

WHEREAS, Declarant was the owner of certain property located in the City of Pensacola, County of Escambia County, State of Florida, which is more particularly described as:

Sugartree, a town home subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 10 at Page 43 of the public records of said county.

NOW THEREFORE, a majority of the owners (pursuant to Chapter 720, Part III, Florida Statutes) declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Sugartree Homeowner's Association, Inc., a corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as the roadways; private open space bounded by Sugartree Court on the West, Sugartree Street North on the North, Sugartree Street South on the South, and the West line of Lots 14, 15, and 16 on the East (except a portion thereof may be used as parking for the benefit of the owners of lots in the subdivision); the private open space lying South of Lot 39; and the drainage easement along the South line of the subdivision. A Corporation Warranty Deed by Askew Construction Company, Inc. (grantor) to Sugartree Homeowner's Association, Inc. (grantee) was recorded on December 19, 1978 in Official Records Book 1284, Page 730 of the Public Records of Escambia County, Florida.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Askew Construction Company, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership which consists of those Owners as defined in Article I, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The Original Declaration provided for a separate class of membership for the Developer which has terminated.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, covenanted, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, roadways, and easement.

Section 3. Maximum Annual Assessment. The annual assessment for 2015 has been fixed at \$524.00 per Lot per year, payable quarterly at the rate of \$131.00.

(a) From and after January 1 of the year following the recordation of this document, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year following the recordation of this document, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commence of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Prior to the institution of any legal action against an owner to enforce an assessment lien, the Association shall give notice to the holder of any first mortgage held on the Unit. This requirement is for the benefit of the mortgagee and any defect in giving such notice shall not operate to the benefit of the owner.

Section 9. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to

call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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 thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

[END OF TEXT]

IN WITNESS WHEREOF, by the written agreement of a majority of the affected parcel owners in Sugartree pursuant to Chapter 720, Part III, Florida Statutes (2014), Sugartree Homeowners' Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed by its president and secretary as required by Section 720.407, Fla. Stat. (2014) as of this 3rd day of September, 2015.

Signed, sealed and delivered in the presence of:

SUGARTREE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation

Jenice C. Jones
Print name: Jenice C. Jones
Tammy L. Kelly
Print name: Tammy L. Kelly

By: Kenneth J. Porter
KENNETH PORTER, its president

SUGARTREE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation

Jenice C. Jones
Print name: Jenice C. Jones
Tammy L. Kelly
Print name: Tammy L. Kelly

By: Helen Michel
Helen Michel, its secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of September, 2015, by Helen Michel, as secretary of Sugartree Homeowners' Association, Inc., a Florida not for profit corporation.

 Personally Known
OR

Produced Identification
Type of ID produced FL Drivers License

Tammy Lynn Kelly
NOTARY PUBLIC-STATE OF FLORIDA



STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of September, 2015, by Kenneth Porter, as president of Sugartree Homeowners' Association, Inc., a Florida not for profit corporation.

 Personally Known

OR

 ✓ Produced Identification

Type of ID produced FL Drivers License

Tammy Lynn Kelly
NOTARY PUBLIC-STATE OF FLORIDA

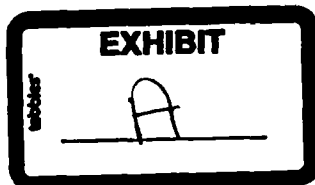


**IDENTIFICATION OF EACH AFFECTED PARCEL OF PROPERTY BY NAME
OF PARCEL OWNER AND LEGAL DESCRIPTION**

**ALL PROPERTY AND OWNER INFORMATION VERIFIED THROUGH THE LAST
COMPLETED TAX ASSESSMENT ROLL OF ESCAMBIA COUNTY, FLORIDA**

All parcels below are included within the legal description contained in the Revived Declaration.

OWNER NAME	LEGAL DESCRIPTION
Helen E. Vulevich	Lot 1, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Kathleen H. Quinn	Lot 2, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
John H. Howard	Lot 3, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Richard C. Kammer	Lot 4, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Samuel Manze	Lot 5, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Gertrude A. Halstead & Bonnie K. Holley	Lot 6, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Sandra E. Hays	Lot 7, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.



Nancy Nicol Godfrey	Lot 8, Sugartree, according to Plat thereof, recorded in Plat Book 10 at Page 43 of the Public Records of Escambia County, Florida.
H. John Morere, Trustee	Lot 9, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat of subdivision in Plat Book 10 at Page 43 of the Public Records of said County.
Kathi Hybart	Lot 10, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to the Plat of said subdivision recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Robert B. McDonald & Joseph E. McDonald	Lot 11, less the West 3 feet, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Thomas C. Sadler	Lot 12, less the West 3.00 feet, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to the plat thereof, recorded in Plat Book 10, Page(s) 43 of the Public Records of said County.
Cynthia Williams Clark	Lot 13, less the West 3 feet, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Aaron D. Huff III	Lot 14, Sugartree, being a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to the Map or Plat thereof, as recorded in Plat Book 10, Page 43 of the Public Records of Escambia County, Florida.
Neil A. Clark, Life Estate & Neil A. Clark and Carolyn J. Hall, Co-Trustees	Lot 15, Sugartree, a Townhouse Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
John T. Wilson	Lot 16, Sugartree, being a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10, Page 43 of the Public Records of said County.

Casey Beckford	Lot 17 and the South 1.3 feet of Lot 18, Sugartree, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to the Plat of said subdivision, recorded in Plat Book 10, Page 43 of the Public Records of said County, less and excepting therefrom (1) the West 5 feet of said Lot 17 and (2) the West 5 feet of the South 1.3 feet of said Lot 18.
Davide Mager	The North 22.7 feet, Less the West 5 feet of Lot 18, also, the South 1.3 feet, Less the West 5 feet of Lot 19, Sugartree, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to the Plat thereof, recorded in Plat Book 10, Page 43 of the Public Records of said County.
Galen M. Novotny	The North 41.20 feet of Lot 19, Less the West 5 feet thereof, Sugartree, being a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to Plat of said subdivision recorded in Plat Book 10, Page 43 of the Public Records of said County.
Berniece D. Gilmore	Lot 20 and the West 5.00 feet of Lots 17, 18 and 19, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, as recorded in Plat Book 10 at Page 43 of the Public Records of Escambia County, Florida.
Patti Kate Watkins	Lot 21, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Pensacola, Escambia County Florida, as recorded in Plat Book 10, Page 43.
Judy Murphy	Lot 22, Sugartree, according to map or plat thereof as recorded in Plat Book 10, Page 43, Public Records of Escambia County, Florida.
Bernard S. Lilavois & Crystal R. Jackson	Lot 23, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, as recorded in Plat Book 10 at Page 43 of the Public Records of Escambia County, Florida.
Augustin P. Morales & Patricia A. Morales	Lot 24, Sugartree, according to Plat thereof, recorded in Plat Book 10, Page 43, Public Records of Escambia County, Florida.

Shannon B. Aiken	Lot 25, Sugartree, as per Plat thereof, recorded in Plat Book 10, Page 43, Public Records of Escambia County, Florida.
Richardson A. Caffery	Lot 26, Sugartree, a Town Home Subdivision, being a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Richard A. & Kimberly Rose Barberi	Lot 27, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Pensacola, Escambia County Florida, as recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Shelly Bass	Lot 28, Sugartree, according to the map or plat thereof as recorded in Plat Book 10, Page 43, Public Records of Escambia County, Florida.
Donovan Family Limited Partnership	Lot 29, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to the Plat of said subdivision recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Megan K. Blyth	Lot 30, Sugartree, according to map or plat thereof as recorded in Plat Book 10, Page 43 of the Public Records of Escambia County, Florida.
Kenneth E. Nigro	Lot 31, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Robert E. & Cecilia M. Strayhorn	Lot 32, Sugartree, being a portion of of Section 2, Township 2 South, Range 29 West, Pensacola, Escambia County Florida, according to Plat recorded in Plat Book 10 at Page 43 of the Public Records of said County.
David Zubke & Valerie Zubke	Lot 33, Sugartree, according to map or plat thereof, as recorded in Plat Book 10, Page 43 of the Public Records of Escambia County, Florida.

Helen Michel	Lot 34, Sugartree, according to map or plat thereof as recorded in Plat Book 10, Page 43 of the Public Records of Escambia County, Florida.
Norma J. Hughes	Lot 35, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to Plat thereof recorded in Plat Book 10, Page 43 of the Public Records of said County.
Kimberly Stamps	Lot 36, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, according to the Plat of said Subdivision recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Christopher M. Chase & Christopher J. Conley	Lot 37, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County Florida, as recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Richard Pollum	Lot 38, Sugartree, a Subdivision of a portion of Section 2, Township 2 South, Range 29 West, according to the Plat thereof recorded in Plat Book 10, Page(s) 43 of the Public Records of Escambia County, Florida.
Edgardo Z. & Sandra Palag	Lot 39, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Pensacola, Escambia County Florida, as recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Keithley T. Wilkins	Lot 40, Sugartree, a Town Home Subdivision of a portion of Section 2, Township 2 South, Range 29 West, Pensacola, Escambia County Florida, as recorded in Plat Book 10 at Page 43 of the Public Records of said County.
Robert E. & Pamela M. Wilson	Lot 41, Sugartree, according to the Plat thereof as recorded in Plat Book 10, Page 43 of the Public Records of Escambia County, Florida.
Michael A. Kelly & Rebecca L. Johnson	Lot 42, Sugartree, according to the Plat thereof, recorded in Plat Book 10, Page 43 of the Public Records of Escambia County, Florida.

Casey Beckford	The East 3.00 feet of Lot 43, and the West 21.00 feet of Lot 44, Sugartree, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to plat recorded in Plat Book 10, Page 43 of the Public Records of said County.
Audrey L. Myers	The West 29.00 feet of Lot 43, Sugartree, being a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to Plat recorded in Plat Book 10, Page 43, of the Public Records of said County.
Paul G. Goens	The East 6.00 feet of Lot 44 and the West 23.00 feet of Lot 45, Sugartree, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to Plat of said subdivision recorded in Plat Book 10 at Page 43, of the Public Records of said County.
Cynthia S. Sutherland & Wayne N. Kalmbach, Trustees	The East 9 feet of Lot 45 and the West 23 feet of Lot 46, Sugartree, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, according to the map or plat thereof as recorded in Plat Book 10, Page 43, Public Records of Escambia County, Florida.
Elizabeth D. Whibbs	The East 9 feet of Lot 46, and the West 18 feet of Lot 47, Sugartree, according to the map or plat thereof as recorded in Plat Book 10, Page 43, Public Records of Escambia County, Florida.
Kenneth D. Porter & Nancy C. Porter	Lot 48, the East 9 feet of Lot 47, and the West 3 feet of Lots 11, 12, and 13, Sugartree, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 10, Page 43, of the Public Records of said County.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUGARTREE HOMEOWNER'S ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on September 27, 1978, as shown by the records of this office.

The document number of this corporation is 744415.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of August, 2015



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

EXHIBIT

B

tabbies

ARTICLES OF INCORPORATION

744415

OF

SUGARTREE HOMEOWNER'S ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit under the laws of the State of Florida.

ARTICLE I. NAME.

The name of the corporation is Sugartree Homeowner's Association, Inc., hereafter called the "Association".

ARTICLE II. PURPOSE AND POWERS.

The Association is not organized for pecuniary gain or profit to the members thereof, and it shall be prohibited from any distribution of income to its members, directors, and officers. The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Sugartree, a town home subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 16 at Page 43 of the public records of said County.

and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to (but only as the following may from time to time be permissible for corporations not for profit under the laws of Florida):

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and to be recorded in the Office of Joe A. Flowers, Comptroller of Escambia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

REC'D
STATE
DIVISION
TALLAHASSEE
FLORIDA
MAY 15 1978

P-123

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III. MEMBERSHIP.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV. VOTING RIGHTS.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or
- (b) on July 1, 1981.

ARTICLE V. BOARD OF DIRECTORS.

The affairs of this Association shall be managed by a Board of at least three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association but may not exceed nine (9) nor be less than three (3). The names and residence addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

H-10

C. Robert Askew	2325 Hallmark Road
	Pensacola, Florida 32503
John Fludd	3875 Gerhardt Drive
	Pensacola, Florida 32503
Audrey C. Wilson	5481 Evergreen Road
	Pensacola, Florida 32504

At the first annual meeting the members shall elect three directors and at each succeeding annual meeting, or at a special meeting called for the purpose of electing directors, the members shall elect the number of Directors which may from time to time be designated by the By-Laws.

ARTICLE VI. DISSOLUTION.

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VII. DURATION.

The corporation shall exist perpetually.

ARTICLE VIII. AMENDMENTS.

Amendments to these Articles shall require the assent of 75 per cent (75%) of the entire membership for 20 years from date of filing of these Articles, and thereafter by two-thirds of the entire membership. Amendments may be proposed by any member at any annual meeting or special meeting called for that purpose, and adopted by the members in person or by proxy at that or any subsequent meeting by the percentage of members set forth above. The By-Laws of the corporation shall be made, altered, or rescinded, at a regular or special meeting of the members, by a vote of a majority of the members present in person or by proxy. The By-Laws may restrict the number of proxies to be voted by any person.

ARTICLE IX. OFFICERS.

The affairs of the corporation are to be managed by a President, Vice-President, Secretary, and Treasurer. They shall be elected at the first meeting of the Board of Directors following each annual meeting of the members. The President and Vice-President shall be Directors. Until the first election of officers, C. Robert Askew shall serve as President of the corporation, John Fludd as Vice-President of the corporation, and Audrey Wilson as Secretary and as Treasurer of the corporation.

ARTICLE X. SUBSCRIBERS.

The subscribers to these Articles of Incorporation and their residence addresses are those persons listed in Article V, as the persons to act as initial directors of the corporation.

A-122

ARTICLE XI. INITIAL RESIDENT AGENT AND OFFICE

C. Robert Askew, whose office address is 2365 Scenic Highway, Pensacola, Florida, 32503, is hereby appointed as the initial Resident Agent of the corporation, and the office of the corporation shall be at that address until another is properly designated pursuant to the then applicable law.

IN WITNESS WHEREOF the subscribers have executed this instrument this 15th day of September, 1978.

C. Robert Askew
C. ROBERT ASKEW

John Fludd
JOHN FLUDD

Audrey Wilson
AUDREY WILSON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

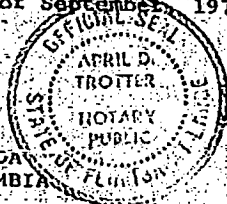
The foregoing instrument was acknowledged before me this 15th day of September, 1978, by C. Robert Askew.



April D. Trotter (Brooks)
NOTARY PUBLIC
My Commission Expires: 11-17-81

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of September, 1978, by John Fludd.



April D. Trotter (Brooks)
NOTARY PUBLIC
My Commission Expires: 11-17-81

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of September, 1978, by Audrey Wilson.



April D. Trotter (Brooks)
NOTARY PUBLIC
My Commission Expires: 11-17-81

11-13

1282 920

BY-LAWS

OF

SUGARTREE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION.

The name of the Corporation is Sugartree Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Pensacola, Florida, but meetings of members and directors shall be held at any place within Escambia County, Florida, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS.

Section 1. "Association" shall mean and refer to Sugartree Homeowners' Association, Inc., its successor and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to The Minotaur Agency, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of Joe A. Flowers, Comptroller of Escambia County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.



Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 7 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No person shall hold more than 3 proxies.

ARTICLE IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE.

Section 1. Number. The affairs of this Association shall be managed by a Board of no less than three and no more than nine directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect no less than three directors and no more than nine directors. The members may prescribe terms of one, two, or three years for various directors in order to stagger terms of office.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

1282 FILE 922

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS.

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS.

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The President may waive the necessity for any meeting upon determination that there is no business to come before it.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

1282 923

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant; in the event such member shall be absent from three consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, security personnel, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least ten days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) pay all taxes imposed upon the Common Area;

(g) cause the Common Area to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his successor is elected unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; ~~cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year;~~ and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX. COMMITTEES.

The Association shall appoint an ~~Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws.~~ In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS.

~~The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.~~ TIME REASONABLE

ARTICLE XI. ASSESSMENTS.

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII. CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference the words: Sugartree Homeowners' Association, Inc. - Florida - 1978.

ARTICLE XIII. AMENDMENTS.

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

1282-926

ARTICLE XIV. MISCELLANEOUS.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATE

The undersigned Audrey Wilson does certify that she is the duly elected and acting Secretary of Sugartree Homeowners' Association, Inc., a Florida corporation not for profit, and that the foregoing by-laws are the by-laws of the corporation duly adopted.

Witness my hand and the seal of the corporation this 12th day of December, 1978.

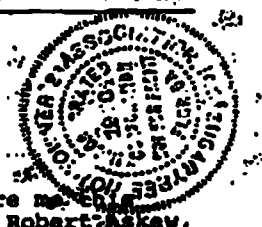
Attest: C. Robert Askew
C. Robert Askew,
President

Audrey Wilson
AUDREY WILSON

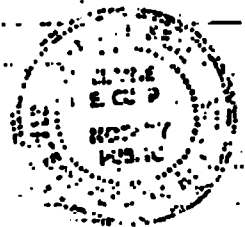
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA



The foregoing instrument was acknowledged before me on the 12th day of December, 1978, by Audrey Wilson and C. Robert Askew, as Secretary and President of Sugartree Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of that corporation.



E. C. P.
NOTARY PUBLIC
My Commission Expires: Aug 24, 1979

DEC 13 3 15 PM '78
NOTARY PUBLIC
ESCAMBIA COUNTY, FLORIDA

519609

AMENDMENTS TO BY-LAWS
December 9, 1997

Article III. Section 1 - Annual Meetings.

The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the 4th Quarter of the year at a date and time to be determined by the Board of Directors.

Article IV - Board of Directors: Selection: Term of Office.
Section 1 - Number.

The affairs of this Association shall be managed by a Board of seven Directors.

Article IV - Board of Directors: Selection: Term of Office
Section 4 - Compensation.

No director shall receive compensation for any service he may render to the Association except the Treasurer.

Article V - Nomination and Election of Directors
Section 1 - Nomination

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Article VII - Powers and Duties of the Board of Directors.

Section 1, Paragraph (b):

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment or monetary penalty levied by the Association as defined in the General Complex Rules. Monetary penalty not to exceed fifty dollars (\$50) per violation.

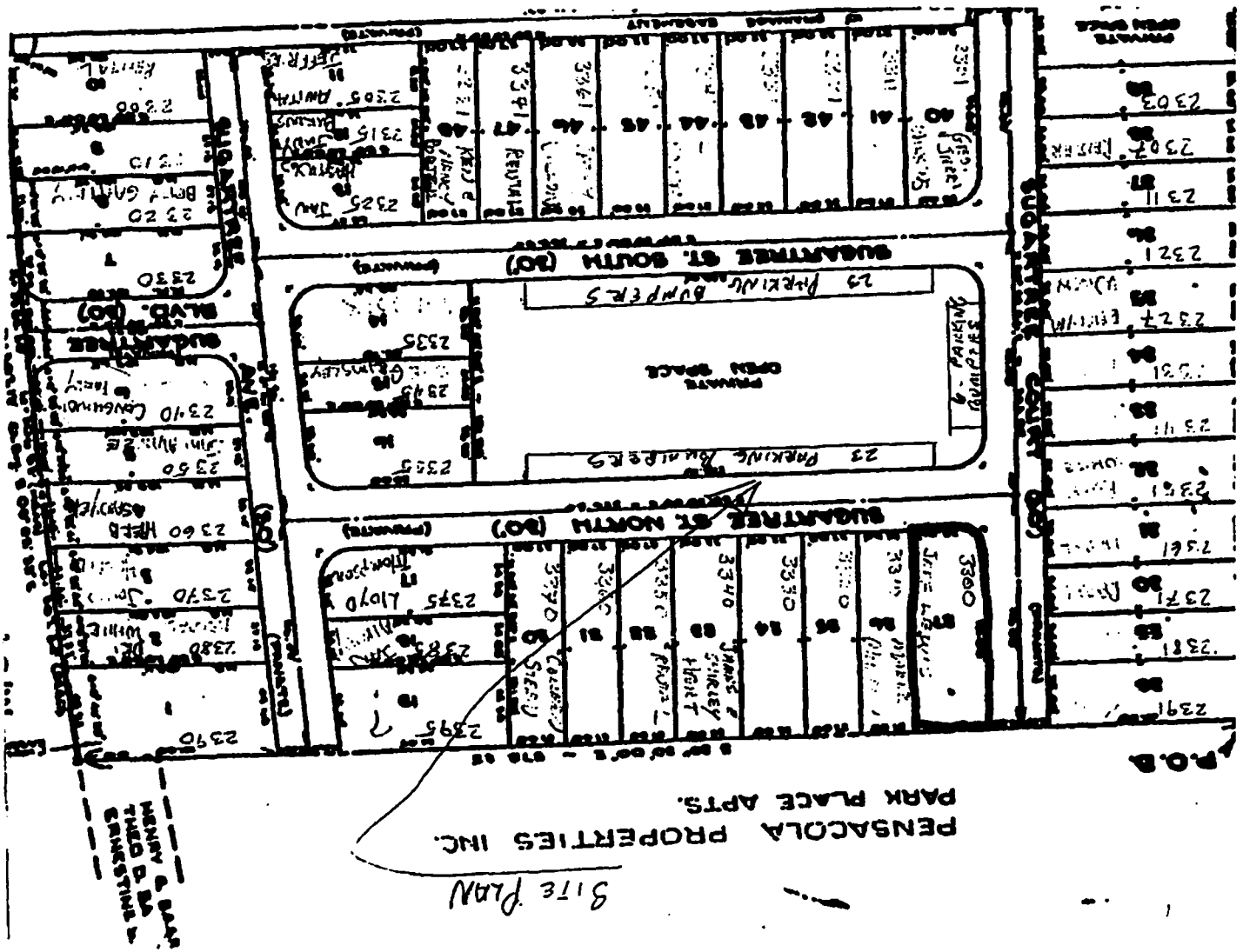
Article VIII - Officers and Their Duties:

Section 8 Duties, Paragraph (d) Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an auditing committee composed of three qualified and responsible Association members appointed by the Board of Directors and approved by the membership. The committee will issue a letter of compliance (with recommended changes) to the Association. The treasurer shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The treasurer shall be compensated in the amount of the annual fees.

Article X - Books and Records

The books, records, and papers of the Association shall be available for inspection by any member by written request and within the time frame as specified by Florida Statutes. The time and place to be determined by the Board of Directors.



Plat BK-10 Pg. 43

SUGARTREE

A TRACT OF LAND, BEING A PORTION OF SECTION 34,
TOWNSHIP 31N, RANGE 18W, PALM BEACH COUNTY, FLORIDA.

JANUARY 1978

PENSACOLA PROPERTIES INC.
PARK PLACE APPTS.

HENRY S. SAARS JR.
THEO D. SAARS JR.
ERNESTINE S. CONNELL
LINDENLOVE

DEVELOPER'S NOTES

- SHOWS UNDEVELOPED CORRIDOR
- SHOWS UNDEVELOPED CORRIDOR
- SHOWS UNDEVELOPED CORRIDOR

DESCRIPTION

DEVELOPER'S CERTIFICATE

COUNTY COMMISSIONER'S CERTIFICATE

CITY COMMISSIONER'S CERTIFICATE

STATE OF FLORIDA

**AMENDMENTS TO BY-LAWS
December 9, 1997**

Article III. Section 1 - Annual Meetings.

The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the 4th Quarter of the year at a date and time to be determined by the Board of Directors.

***Article IV - Board of Directors: Selection: Term of Office.
Section 1 - Number.***

The affairs of this Association shall be managed by a Board of seven Directors.

***Article IV - Board of Directors: Selection: Term of Office
Section 4 - Compensation.***

No director shall receive compensation for any service he may render to the Association except the Treasurer.

***Article V - Nomination and Election of Directors
Section 1 - Nomination***

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

***Article VII - Powers and Duties of the Board of Directors.
Section 1, Paragraph (b):***

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment or monetary penalty levied by the Association as defined in the General Complex Rules. Monetary penalty not to exceed fifty dollars (\$50) per violation.

***Article VIII - Officers and Their Duties:
Section 8 Duties, Paragraph (d) Treasurer***

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an auditing committee composed of three qualified and responsible Association members appointed by the Board of Directors and approved by the membership. The committee will issue a letter of compliance (with recommended changes) to the Association. The treasurer shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The treasurer shall be compensated in the amount of the annual fees.

Article X - Books and Records

The books, records, and papers of the Association shall be available for inspection by any member by written request and within the time frame as specified by Florida Statutes. The time and place to be determined by the Board of Directors.

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-126

August 7, 2015

Suzanne Blankenship, Esq.
Coastal Association Law Group
139 East Government Street
Pensacola, FL 32502

Re: Sugartree Homeowner's Association, Inc.

Dear Ms. Blankenship:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Sugartree Homeowner's Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Suzanne Blankenship, Esq.
August 7, 2015
Page 2 of 3

FINAL ORDER NO. DEO-15-126

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

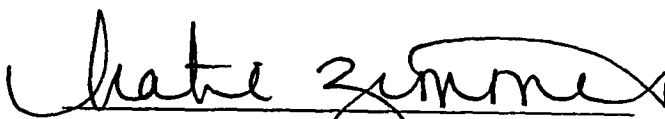
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Suzanne Blankenship, Esq.
August 7, 2015
Page 3 of 3

FINAL ORDER NO. DEO-15-126

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 7th day of August 2015.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Suzanne Blankenship, Esq.
Coastal Association Law Group
139 East Government Street
Pensacola, FL 32502

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning