

**Sunterra Homeowners Association, Inc.**

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

**www.seabreezecms.com**

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February 14, 2020

Re: Amendment to the Declaration of Covenants & Email Consent Form

Dear Homeowners:

The Board recommends an Amendment to Article V of the Declaration of Covenants, Conditions and Restrictions for Sunterra Homeowners Association, Inc. The Amendment's principal change relates to HOA lawn maintenance of front and back yards. Written consent from 67%, or 83 homeowners, of the affirmative vote of the entire membership (124 homeowners) is required to approve the recommended Amendment to the Declaration.

A summary of the proposed changes is presented below. Please refer to the Attachment for more details on proposed changes for this Amendment to the Declaration. The Board will hold a meeting at the Club House located at 985 Quartz Terrace, West Palm Beach, FL. 33413, on Tuesday, March 10, 2020 at 7:00 pm for Homeowners, to answer any questions about this proposed changes.

Article 5—Amendment to Maintenance of lots.

Beginning July 1, 2020, the Association shall be responsible for maintaining the landscaping, mowing, blowing away debris, trimming of the bushes, applying weed killer to driveways, sidewalks and flower beds and pruning and edging of each Lot (excluding hand pruning or clipping) as determined by the Board of Directors. Large palms and shade trees will still be the responsibility of the homeowner. If approved, an increase in Annual Member dues will be increased approximately \$35.00 per month per Homeowner in next year's Budget.

We request that each homeowner carefully consider the proposed Amendment to the Declaration. Please complete the WRITTEN CONSENT FORM for the Amendment, vote APPROVE or OPPOSE, sign, date and return the Form promptly to Sea Breeze in the enclosed envelope.

The purpose of this Amendment is to improve the appearance of the whole Community so it will always look uniform and clean; your individual lawn maintenance could decrease from about \$60-\$80.00 individual price, to only \$35.00 bulk price, also it will increase home values.

We look forward to meeting with you and hope you share our desire to continue to improve our neighborhood.

Please see the enclosed Email Consent Form.

Sincerely,  
Sunterra Board of Directors

Encl: Amendment to the Declaration of Covenants, Written Consent to approve the Amendment, Email Consent Form and #9 Return Envelope

WRITTEN CONSENT FOR THE ADOPTION OF AMENDMENTS TO ARTICLE V OF  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SUNTERRA HOMEOWNERS ASSOCIATION, INC.

The UNDERSIGNED OWNER, having authority to cast a membership vote for her/his/its property as provided for in the terms of the Association's governing documents, hereby agrees to the adoption of the amendment(s) as listed below and as evidenced by said individual/entity(ies) written consent (signature on last page) pursuant to Florida Statute Section 617.0701(4), Florida Statute Section 720.306 and the Association's Declaration under Article VI. Note, sixty-seven percent (67%) of the affirmative vote of the eligible voting interests is required for the passage of the following amendment.

Article V of the Declaration of Covenants, Conditions and Restrictions for Sunterra Homeowners Association, Inc. (the "Declaration") shall be amended as follows:

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

Article V. Maintenance and Repair

5.1 Maintenance of Lots

a. Each Owner must maintain his or her Lot, including, without limitation, all structures, ~~landscaping~~, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association pursuant to this Declaration or any Supplemental Declaration of additional covenants applicable to such Lot. In addition, each Owner shall maintain the sidewalk ~~and landscaping~~ located between the boundary of such Owner's Lot and the back-of-curb of any roadway lying adjacent to the boundary of his or her Lot, unless the Association assumes all or part of such maintenance responsibility, and then only to the extent not assumed by the Association.

b. The Association shall be responsible for:

(i). operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Lots, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Lot;

The Association shall not be responsible for any maintenance or repairs to any glass surfaces, any screening, anything contained within any dwelling, garage, or courtyard, or any improvements, or modifications added or made to any Lot after the conveyance of the Lot by Declarant.

Beginning July 1, 2020, the Association shall be responsible for maintaining the landscaping, mowing, blowing away debris, trimming of the bushes, applying weed killer to driveways, sidewalks and flower beds and pruning and edging of each Lot (excluding hand pruning or clipping) as determined by the Board of Directors. The maintenance responsibilities of the Association as listed in this subsection do not

extend to the replacement of sod, bushes, trees or any other repair or replacement of the landscaped areas except for regularly scheduled maintenance and Capital Improvement projects as determined by the Board of Directors. The aforementioned landscaping responsibilities of the Association shall be conducted in such manner and at such times as the Board of Directors deems appropriate.

All other portions of the Lots (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot) and all landscaping located in the rear of the Lot.

c. Declarant or a builder may have constructed or installed drainage swales, drainage lines, and/or other equipment on a Lot for the purpose of managing and/or containing the flow of surface water, if any, found upon such Lot from time to time. Except to the extent that such responsibility is assigned to or assumed by the Association pursuant to this Declaration or any Supplemental Declaration, each Owner shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment on his or her Lot. Maintenance, operation, and repair shall mean and include, without limitation, the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale, drainage lines, and other equipment returned to its former condition as soon as possible by the Owner(s) of the Lot upon which the drainage swale, drainage lines, and other equipment is located.

d. Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement, and other obligations of the Association and Owner specified in this Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the Community-Wide Standard.

**Except as specifically amended and modified herein, all other sections of the DECLARATION shall remain unchanged and in full force and effect according to their terms.**

WRITTEN CONSENT FORM – SUNTERRA HOMEOWNERS ASSOCIATION, INC.

Please check one of the following for the amendment:

Article V – Amendments to Maintenance and Repair Provisions

\_\_\_\_\_ APPROVE Adoption of Amendments to ARTICLE V

\_\_\_\_\_ OPPOSE Adoption of Amendments to ARTICLE V

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Homeowner Address

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Written Consent to Receive Official Notice(s) by Electronic Transmission

I, \_\_\_\_\_, as an owner of the property  
*(print name)*

Community Name: \_\_\_\_\_

Address in the Community: \_\_\_\_\_

and on behalf of all the owners of the Property hereby provide Written Consent to receive all official notices from the Association by Electronic Transmission to the following e-mail address.

E-Mail Address: \_\_\_\_\_

NOTE: I understand that I am responsible to ensure such Electronic Transmissions are not blocked by a spam filter or other type of filter. I further understand that notwithstanding such opt-in the Association may, from time to time, still provide notices to me via U.S. mail at my official mailing address maintained with the Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date