

CFN 2002117683  
Bk 02201 Pgs 0492 - 515; (24pgs)  
DATE: 11/04/2002 10:46:07 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 97.00  
TRUST FUND 12.50

*This is not a certified copy*

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SUNRISE LAKES

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I</u> <u>DEFINITIONS</u> .....	1
<u>ARTICLE II</u> <u>PROPERTY SUBJECT TO THIS DECLARATION</u>	
Section 1      Property .....	3
Section 2      Retained Property .....	3
Section 3      Commercial Property and Multifamily Property .....	3
<u>ARTICLE III</u> <u>THE ASSOCIATION</u>	
Section 1      The Association .....	3
Section 2      Membership .....	3
Section 3      Voting Rights .....	3
Section 4      Multiple Owners .....	3
Section 5      Duties, Powers and Authority of the Association .....	4
<u>ARTICLE IV</u> <u>PROPERTY RIGHTS IN THE COMMON PROPERTIES</u>	
Section 1      Easements .....	4
Section 2      Title to Common Property .....	4
Section 3      Extent of Easements .....	4
Section 4      Easement Reserved to Declarant Over Common Property .....	5
Section 5      Exculpation From Liability and Responsibility .....	5
Section 6      Uncontested Government Utilization of Private Streets .....	5
Section 7      Delegation of Rights .....	5
<u>ARTICLE V</u> <u>INSURANCE AND CASUALTY LOSSES</u> .....	5
<u>ARTICLE VI</u> <u>COVENANT FOR MAINTENANCE ASSESSMENTS</u>	
Section 1      Creation of the Lien and Personal Obligation; Effect of Nonpayment .....	6
Section 2      Purpose of Assessments .....	7
Section 3      Determination of Annual Assessments .....	7
Section 4      Other Assessments .....	8
Section 5      Commencement of Annual Assessments; Initial Annual Assessment; Due Dates .....	8
Section 6      Certificate of Payment .....	9

R. PUBLIC WORKS - S. WEAKLEY

Section 7	Subordination of the Lien to Mortgages .....	9
Section 8	Provision .....	9

ARTICLE VII ARCHITECTURAL CONTROL

Section 1	Architectural Control; ARB .....	9
Section 2	Approval or Disapproval .....	10
Section 3	Violations; Waiver .....	10
Section 4	Variances .....	10
Section 5	Waiver of Liability .....	10
Section 6	Enforcement of Planning Criteria .....	11

ARTICLE VIII EXTERIOR MAINTENANCE

Section 1	Owner's Responsibility; Default .....	11
Section 2	Assessment of Cost .....	11
Section 3	Access at Reasonable Hours .....	12
Section 4	Association Maintenance Responsibility .....	12

ARTICLE IX RESTRICTIVE COVENANTS

Section 1	Wells .....	12
Section 2	Obnoxious or Offensive Activity .....	12
Section 3	Rules and Regulations .....	12
Section 4	Rent and Lease .....	12
Section 5	Short Term Rental .....	13
Section 6	Long Term Dwelling Management .....	13
Section 7	Animals .....	13
Section 8	Garbage and Trash .....	13
Section 9	Storage Receptacles .....	13
Section 10	Vehicles .....	13
Section 11	Temporary Structures .....	13
Section 12	Signs .....	13
Section 13	Lighting .....	14
Section 14	Air-Conditioning Equipment .....	14
Section 15	Drainage Structures and Boat Dock .....	14
Section 16	Aerials; Flagpoles; etc. ....	14
Section 17	Subdivision .....	14
Section 18	Completion of Construction .....	14
Section 19	Excavation .....	14
Section 20	Fences and Walls .....	14
Section 21	Clotheslines .....	14
Section 22	Play Structures and Yard Accessories .....	15
Section 23	Trees and Landscaping .....	15
Section 24	Use .....	15
Section 25	Pools .....	15
Section 26	Home Business .....	15
Section 27	Dwellings, Garage and Screened Patios .....	15
Section 28	Tree Removal .....	16
Section 29	Discharge into Common Areas .....	16
Section 30	Refuse Collection .....	16
Section 31	Ramps .....	16
Section 32	Quiet Time .....	16
Section 33	Declarant Proviso .....	16

ARTICLE X ADDITIONAL COVENANTS AND RESTRICTIONS ..... 16

<u>ARTICLE XI</u>	<u>AMENDMENT</u> .....	16
<u>ARTICLE XII</u>	<u>HUD/VA AND DISTRICT APPROVAL RIGHTS</u> .....	17
<u>ARTICLE XIII</u>	<u>DURATION AND TERMINATION</u> .....	17
<u>ARTICLE XIV</u>	<u>ENFORCEMENT</u>	
Section 1	Remedies.....	17
Section 2	Severability.....	18
Section 3	Notices .....	18

This is not a certified copy

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SUNRISE LAKES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 6<sup>TH</sup> day of ~~September~~, 2002 by Global Associates International Group, Inc. whose post office address is: 7081 Grand National Drive, Suite 104, Orlando, Florida 32819 ("Declarant").

RECITALS:

A. Declarant owns the real property located in Lake County, Florida and described as:

See legal description attached as Exhibit "A", also described as:

SUNRISE LAKES PHASE I, Plat Book 48, Pages 37-9 inclusive, Public Records of Lake County, Florida ("the Property").

B. Declarant intends to develop the Property into a residential community in phases comprised of building lots, entrance walls, recreational facilities as well as certain commercial property, and a Surface Water Management System for the benefit of the residents of Sunrise Lakes.

C. Declarant desires to preserve and enhance the values and quality of life in Sunrise Lakes; the health, safety and welfare of the residents thereof; and to provide for the maintenance of certain areas and improvements which benefit the community; and, to these ends, Declarant desires to subject the Property to this Declaration.

D. Declarant desires to provide that the Owners of Lots within Sunrise Lakes may use their properties for Short Term Rental.

E. The residential subdivision described in this Declaration is part of an overall project with multifamily and commercial components being developed by Declarant. It is the intent of the Declarant that the residential Association shall coordinate with Sunrise Plaza Owners Association and multi-family owner for the unified maintenance of common area, specifically Sunrise Lakes Blvd landscaping and improvements not maintained by others, and the reimbursement or contribution to the expenses therewith.

F. Declarant has incorporated a non-profit corporation to which may be conveyed title to certain property and to which may be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the moneys derived from the assessments hereafter levied.

DECLARATION:

NOW, THEREFORE, Declarant declares that the Property is and shall be improved, held, transferred and occupied subject to this Declaration.

ARTICLE I

DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

(a) "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(b) "Association" shall mean and refer to the Sunrise Lakes Community Association, Inc. a Florida corporation not for profit, and its successors and assigns.

- (c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (d) "Bylaws" shall mean and refer to the Bylaws of the Association.
- (e) "Commercial Property" shall mean such property designated for commercial use.
- (f) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation the costs incurred for operation, maintenance, insurance and improvement of the Common Property and any reserves from time to time established by the Board.
- (g) "Common Property" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense, and the entrance walls, recreational facilities, utility, retention areas, Surface Water or Stormwater Management System and drainage easements depicted on the plat of the Property and all improvements located therein from time to time are hereby designated Common Property. The Common Property shall be owned and maintained by the Association unless and until dedicated to or accepted by government authority or utility company.
- (h) "Declarant" shall mean and refer to Global Associates International Group, Inc. and its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.
- (i) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.
- (j) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.
- (k) "Dwelling" shall mean and refer to a single family residence located on a Lot.
- (l) "Lot" shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed.
- (m) "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 2.
- (n) "Multifamily Property" shall mean the adjacent multi-family parcel.
- (o) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety.
- (p) "The Property" shall mean and refer to the residential real property described above in this Declaration.
- (q) "Retained Property" shall mean and refer to Platted Tracts "B".
- (r) "Surface Water or Stormwater Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The Property described above in this Declaration is and shall be improved, held, transferred and occupied subject to this Declaration. The Property is to be platted in multiple phases. Each phase shall be subject to this Declaration.

Section 2. Retained Property. Notwithstanding Section 1, the Retained Property shall not be subject to this Declaration unless and until such time as Declarant exercises its option hereunder.

Declarant shall have the right and option, but not obligation, to transfer all or part of its right, title and interest in and to the Retained Property to the Association without notice. Upon such transfer, the Retained Property shall be deemed Common Property and the Declaration shall be imposed on such property. The transfer shall be subject to all matters of public record.

Section 3. Commercial Property and Multifamily Property. The Commercial Property and Multifamily Property described above shall be developed and restricted subject to separate Declarations and Deed restrictions which shall, in part, provide for the reimbursement or contribution of such properties' allocated share of Common Area Expenses, specifically for the maintenance of Sunrise Lakes Blvd landscaping and improvements not maintained by others.

### ARTICLE III

#### THE ASSOCIATION

Section 1. The Association. The Association is a nonprofit corporation charged with the duties and vested with the powers prescribed by law or set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) a Member of the Association, or (2) an officer, director or agent of the Declarant. The Board and such officers as the Board may appoint shall conduct the affairs of the Association.

Section 2. Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(b) Class "B". Class "B" Member shall be Declarant. Upon the execution of this Declaration, the Class "B" Member shall be entitled to five (5) votes for each Lot owned by the Class "B" Member. The number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
- (ii) Seven (7) years from the date of recording this Declaration; or
- (iii) At such earlier time as Declarant, in its discretion, may so elect.

Section 4. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that the Owner was acting with the authority and consent of all other Owners of that Lot.

Section 5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of Florida, subject only to such limitations as are set forth in the Articles, the Bylaws, or this Declaration. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property.

In addition, the Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Easements. The Association and each Owner (including Declarant) shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Property, and such rights shall be appurtenant to and shall pass with the title to every Lot. Said rights shall include, but not be limited to, the following:

- (a) Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes;
- (b) Rights and easements to connect with, maintain, and make use of utility lines and facilities, to the extent such structures, areas, lines or facilities may exist in or along the platted streets, easements or the Common Property;
- (c) Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, or applicable governmental regulations; and
- (d) A perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain, or repair the system. The Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management district permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association.

Section 2. Title to Common Property. Declarant shall convey to the Association fee simple title in and to the Common Property subject only to Declarants first mortgage, easements and other matters of records. Once conveyed to the Association, such common property may not be further mortgaged or further conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant).

Section 3. Extent of Easements. The rights and easements created in this Article IV shall be governed by the following:

- (a) Subject to any conflicting rights of Declarant and the Owners set forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of any Common Property.
- (b) Declarant, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate to Declarant, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, use, maintenance and

inspection of lines and appurtenances for public or private utilities, stormwater drainage improvements and areas, and for completion of the development. No improvement or material may be placed upon any such easement as may damage or interfere with the installation or maintenance of utilities or that may alter or impede the direction or flow of drainage or the maintenance of the easement area.

Declarant's rights reserved in this Declaration.

Matters shown on the plat of the Property.

Section 4. Easement Reserved to Declarant over Common Property. Declarant hereby reserves such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including but not limited to, (i) the right to use Common Property for rights-of-way and easements to erect, install, maintain, inspect and use electric, lighting and telephone poles, fixtures, wires, cables, conduits, sewers, water mains, pipes and equipment, telephone and telecommunication lines and equipment, and electrical equipment, gas, cable television, mail boxes, magazine boxes, signs, drainage facilities, ponds, ditches, or lines, or other utilities or services and for any other materials, equipment and services necessary or convenient for the completion, marketing, and use and enjoyment of the Property, (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) the right and easement of ingress and egress for purposes of development, construction and marketing, and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of Sunrise Lakes ; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or easement areas or adjacent properties. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property to the Association.

Section 5. Exculpation from Liability and Responsibility. The common Streets and roads of Sunrise Lakes is to be dedicated to the applicable governmental authority with the exception of Sunrise Plaza Drive. All recreational facilities within and the Surface Water and Stormwater Management System for Sunrise Lakes are private, not public, except as may be required by the applicable governmental entities regulations or as set forth on the plat. They have not been dedicated to or accepted or maintained by any governmental authority, including the county. It is contemplated that title to or easements for the recreational facilities and Surface Water and Stormwater Management System for Sunrise Lakes have heretofore been or shall hereafter be granted and conveyed by the Declarant to the Association. Following such conveyance, the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the recreational facilities and Surface Water and Stormwater Management System within Sunrise Lakes unless subsequently dedicated. Accordingly, each Owner, by the acceptance of a deed or other conveyance to his Lot or Dwelling shall be deemed to have agreed that neither the Declarant, the county nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the recreational facilities and the Surface Water and Stormwater Management System for Sunrise Lakes and each such Owner shall be deemed to have further agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

Section 6. Uncontested Government Utilization of Public Streets. Government agencies, including without limitation police, sheriff, fire, ambulance and postal services, which may, from time to time, need to travel over public or private streets, shall have unrestricted and uncontested utilization of all public or private streets of Sunrise Lakes. Further, all public and private streets shall be subject to Lake County's jurisdiction in establishing such speed limits and traffic control signals as are deemed necessary and appropriate by the County.

Section 7. Delegation of Rights. Any Owner (including Declarant) may grant the benefit of any easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits with the condition that such tenants and guests agree to comply with all this Declaration and the reasonable rules, regulations and policies of the Association as may be promulgated from time to time, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.



ARTICLE VINSURANCE AND CASUALTY LOSSES

The Board shall obtain insurance for insurable improvements on the Common Property or on any easement benefiting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors and officers liability insurance, and any other types of insurance coverages as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be Common Expense. The Association may elect to self-insure against any risk.

ARTICLE VICOVENANTS FOR MAINTENANCE ASSESSMENTSSection 1. Creation of Lien and Personal Obligation; Effect of Nonpayment.

(a) Declarant for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection, including without limitation court costs and reasonable attorneys' and paralegals' fees (including such fees and costs before trial, at trial and on appeal), shall be a charge and a continuing lien upon the Lot against which such assessment is made, together with any Dwelling located on said Lot, from and after the date on which such assessment is due. Each such assessment, together with the aforementioned interest, late charges, costs and fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due.

Assessments or Installment must be paid by the due date. If any assessment or installment thereon is not paid within ten (10) days of the due date, then such assessment shall be deemed delinquent and the delinquent assessment, together with interest thereon and such late charges of Twenty-Five Dollars (\$25.00) as shall be imposed by the Board at its discretion, and the cost of collection thereof, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon the Dwelling located on that Lot. Such lien shall be superior to all other liens hereafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first mortgage. The lien shall be prior to and superior in dignity to homestead status. The said lien shall bind such Lot and any Dwelling located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such assessment, however, shall remain that Owner's personal obligation for the statutory period and personal liability shall not pass to the successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied late fees as hereinafter provided, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, costs of collection and attorneys' and paralegals' fees, as foresaid, and the said fees and costs of collection shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling located thereon as Owner thereof.

(b) Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein:

1. Common Property, Retained Property, Commercial Property and Multifamily Property. It is anticipated that the Association will coordinate lien rights with the commercial and multifamily property to assist in the collection of such property pro-rata maintenance obligations for Common Property.

2. Lands which have been dedicated to Lake County or other governmental authority, any utility company or the public; and
3. Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 8 or this article.

Now other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use, abandonment or forfeiture of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the Property and Owners thereof, for the performance by the Association of its duties and for the exercise of the powers conferred upon it, for the improvement and maintenance of the Common Property, and for any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following:

- (a) Payment of Association operating expenses;
- (b) Lighting, irrigation, maintenance, improvement and beautification of easement areas, and acquisition, maintenance, repair and replacement of community identification signs and recreational facilities;
- (c) To pay, contest or compromise real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property;
- (d) Management, maintenance, repair, replacement, improvement and beautification of the Common Property, landscaping or recreational facilities and easement areas benefiting the Association;
- (e) Repayment of deficits previously incurred by the Association, if any, in maintaining or making capital improvements to or upon the Common Property or in furnishing services to or for the Members of the Association, and/or Management fees paid to a professional management company to manage and administrate the affairs of the Association;
- (f) Funding of appropriate reserves for future Common Expense;
- (g) Procurement and maintenance of insurance, and employment of accountants, attorneys and other professionals to represent or advise the Association;
- (h) Doing anything necessary or desirable in the judgment of the Board to keep the Property and the Common Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners;
- (i) Maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within lake, drainage structures and drainage easements; and
- (j) Operation, maintenance, and management of the central sewer system, unless otherwise maintained by the utility company;
- (k) Unless otherwise provided by the applicable government entity, all Owners and occupants of Dwellings shall participate in and be responsible for an Association approved garbage collection program and/or recycle program serviced by a single provider. The Association shall have the right to require all Owners to participate in a uniform garbage collection program serviced by a single provider for a separate pass through fee. The Association shall have the right to prevent multiple provider pickups.

Section 3. Determination of Annual Assessments.

- (a) Operating Budget. At least thirty (30) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to

operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.

(b) Capital Budget. Each year, the Board shall prepare a capital budget taking into account the number, type, life expectancy and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.

(c) Adoption of Operating Budget. The Board shall mail to each Member a copy of the capital budget, operating budget and projected annual assessments to be levied for the next fiscal year at least fifteen (15) days prior to the end of the Association's current fiscal year subject to the conditions set forth herein. The operating budget and annual assessments shall become effective unless and until disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the operating budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new budget shall have been determined, the budget and annual assessments for the preceding year shall continue in effect.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, upon approval by a majority of the Board of Directors without a vote of the membership, by an amount not greater than ten percent (10%) above the maximum assessment of the previous year.

(ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by an amount greater than ten percent (10%) above the maximum assessment for the previous year as heretofore provided, upon approval of two-thirds (2/3) of each class of Members present (in person or by proxy) and voting at a meeting duly called for such purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment set forth above.

(d) Allocation of Annual Assessments among Lots. The operating budget of the Association shall be assessed against all Owners and Lots in the Property in an equal amount per Lot, except with respect to Declarants Lots as provided in Section 8 following.

(e) Commercial and Multifamily Property. The annual budget shall take into consideration reasonable, appropriate, allocated assessments of the commercial and multifamily properties.

#### Section 4. Other Assessments.

(a) Special Assessments. In addition to the annual assessments levied pursuant to Section 3, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) Individual Assessments. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or the Dwelling located thereon pursuant to the standards set forth in this Declaration, or the rules and regulations of the Association as adopted by the Board, or to reimburse the Association for loss or damage to any Common Property including but not limited to recreational facilities, and traffic control devices, entrance gates, lighting or easement area caused by that Owner or his lessee, agent, contractor, guest or occupant, and not covered by insurance, or for any other purpose permitted by this Declaration.

(c) Commencement Assessment. A commencement assessment of One Hundred Dollars (\$100) per Lot shall be paid by the original purchaser, to the Association, of a Lot purchasing by the Owner at the time of closing.

(d) Resale Administrative Assessment. The Association shall charge an administrative assessment of twenty-five dollars (\$25.00) for the resale of a Lot.

(e) Late Charges. See Article VI, Section 1 (a).

Section 5. Commencement of Annual Assessments; Initial Annual Assessment; Due Dates. Annual assessments on the Lots in the Property shall commence on the first day of the first calendar month following the closing of the sale by Declarant of the first Lot to the first purchaser from Declarant. The annual assessment for the Property described above for the balance of the calendar year in which this Declaration is recorded shall be not greater than Three Hundred Dollars (\$300) per Lot excluding the Dwelling garbage/solid waste disposal fees. Annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly, or semi-annual installments. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Initially, the assessments described herein shall be collected on a annually basis.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner or its agent liable for assessment a certificate setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Any mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessment pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such uncollected assessments, interest, late charges, and collection costs incurred shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 8 Provision. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual, special or individual assessment as to any Lot or Dwelling owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class A Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect at any time to abandon the subsidy approach and commence payment of the annual and special assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the end of the subsidy program.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All Lots and Dwellings in the Property are subject to architectural review. This review shall be in accordance with this Article and the Planning, Construction and Development Criteria ("the Planning Criteria") adopted from time to time by the Architectural Review Board (the "ARB"). No sitework, landscaping, utility extensions, drainage improvement, paving, parking area, swimming pool, pool enclosure, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, except for small plantings or annuals, shall be commenced, erected or maintained until the plans showing such details as the nature, size, workmanship, design, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing by the ARB as to

consistency with Declarant's development plan and the Planning Criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for Sunrise Lakes including the Surface Water Management System on file with the District pursuant to Chapter 40D-4, F.A.C.

The ARB shall promulgate and revise from time to time the Planning Criteria. The Planning Criteria shall be written and made available to all builders in the Property and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration.

So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense.

Section 2. Approval or Disapproval. Unless waived by the ARB, all plans shall be prepared by an architect or engineer licensed by the State of Florida, said person to be employed by and at the expense of the Owner. Determinations by the ARB shall be binding on each Owner. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Declarant's development plan, or in the best interest of Sunrise Lakes, such alteration or improvement shall not be made. Approval of the plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from the ARB. Plans and re-submittals thereof shall be approved or disapproved within fifteen (15) days after receipt of such submittal or re-submittal by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be approval of the plans as submitted or re-submitted. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

Section 3. Violations; Waiver. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Lake County public records, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

Section 4. Variances. The ARB may grant variances from compliance with any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and must be signed by at least two (2) members of the ARB. If variances are so granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable governmental laws and regulations.

Section 5. Waiver of Liability. Neither Declarant, the ARB or the Association shall be liable to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised, or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages.

Section 6. Enforcement of Planning Criteria. Declarant and the Association shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. To facilitate collection of incurred attorneys' fees and costs, the Board may levy an individual assessment against the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, Declarant and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

## ARTICLE VIII

### EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility, Default. Each Owner shall keep and maintain the building improvements and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefore, and shall otherwise keep such Lot and any Dwelling located thereon in neat and attractive condition. Each Owner shall, at his expense, mow and otherwise keep and maintain those portions of the of ground abutting the Lot in the right-of-way and the 25-foot landscaping buffer, also known as Tract "C", as well as Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement) free of debris and other obstructions on a routine basis. Owner, not the Association, shall maintain that portion of 25-foot landscaping buffer abutting its Lot. Major repairs to and major maintenance and reconstruction of components of the overall Surface Water Management System for the Property will be performed by the Association, at Common Expense.

No Owner shall remove native vegetation from the conservation area or which becomes established within any retention/detention ponds abutting that Owner's Lot except in accordance with all applicable governmental regulations. For the purposes hereof, removal includes dredging, application of herbicide, and cutting.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or Dwelling in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot or Dwelling, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any Dwelling to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts, and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for

trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 1 shall be assessed as an individual assessment against the Owner of the Lot or Dwelling upon which such work is done.

Section 3. Access at Reasonable Hours. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any Dwelling during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, easement areas benefiting the Association, and the landscaping and other improvements located thereon. Such duties include, without limitation, road, lighting, sign, sidewalk and wall repairs, irrigation, fertilization, weeding, mowing, trimming, spraying and periodic replacement of damaged or diseased plantings.

The drainage easements and drainage retention pond depicted on the plat of the Property comprise part of the master Surface Water Management System for the Property as approved and permitted by the District. It is the responsibility of the Association, at Common Expense, to operate, maintain (excluding routine mowing and removal of trash and debris within Lots which shall be the responsibility of the respective Lot Owners), and repair the overall system and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Surface Water or Stormwater Management System shall include the exercise of practices which allows the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District.

ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall be binding upon each and every Owner and his Lot:

Section 1. Wells. Except for a water well for use only for air conditioning, heating or irrigation purposes, no individual water supply system shall be permitted on any Lot without the approval of the ARB.

Section 2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or Dwelling or of the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 3. Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air-conditioning units, signs, mailboxes, temporary structures, noisy mufflers, or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained.

Section 4. Rent and Lease. The Owner of a Dwelling shall be entitled to rent or lease such Dwelling only if: There is an agreement specifying that (i) the tenant shall be subject to all provisions of this declaration, and (ii) a failure to comply with any provision of this Declaration shall constitute default under the rental or lease agreement.

Section 5. Short Term Rental. Notwithstanding anything contained herein to the contrary and for any interpretation of its category whatsoever, short term rental is specifically allowed with respect to any Dwelling. By accepting title to a Lot within Sunrise Lakes, such Owner acknowledges, agrees and accepts that the property may be used for short term rental. Any Owner breaching this covenant and challenging the right of another owner or the Declarant to sell or use any Dwelling in the Property for short term rental use shall be responsible for all fees and costs, including attorneys fees incurred by the short term rental owners or Declarant in such action.

Section 6. Long Term Dwelling Management. With respect to long term leases, only active Florida Licensed Real Estate Brokers and persons permitted by law and approved by the Association are permitted to rent, lease, or manage Dwellings or Lots in Sunrise Lakes. Should any person, other than a Florida Licensed Real Estate Broker, rent, lease, or manage Dwellings or Lots within Sunrise Lakes, long term, such person shall obtain prior written approval of the Association. The Association may charge a fee of Fifty Dollars (\$50.00) for a prospective tenant background and/or credit check unless the Owner or property manager conducts the background and/or credit check. No long term lease shall be approved until the background and/or credit check is completed. All Dwelling management, short term and long term, shall be subject to and governed by applicable Florida laws.

Section 7. Animals. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Birds, fish, dogs and cats that are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside. All dogs must be leashed when outside and shall not be permitted to run loose. No other animals, fowl, insects, reptiles or livestock shall be kept or maintained in the Property unless approved in advance by the Board. No animal, etc., shall be permitted to remain if it disturbs the tranquility of the Property or the Owners or tenants thereof, or is dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Board after notice and hearing. Pet owners shall cleanup after their pet's fecal waste on any part of the Property.

Section 8. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall approved by the ARB

Section 9. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB.

Section 10. Vehicles. All vehicles shall be parked on paved driveways and garages. The intent of the Association is to restrict on-street parking for a more aesthetic streetscape and safer vehicle access. Short-term visitor street parking is limited to reasonable hours. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Property. Unless consent is otherwise obtained from the Association, no trailers, boats, campers, trucks with gross vehicle weight rating in excess of 10,000 pounds or trucks with commercial beds or bodies, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked inside a garage. The Board may enforce violations of this provision by having vehicle(s) of a violating Owner towed from the Property at the Owner's sole risk and expenses.

Section 11. Temporary Structures. No building or structure of a temporary or portable character such as trailers, motorhomes, mobile homes, tents, shacks or sheds shall be permitted on the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Declarant shall not be prohibited from erecting or maintaining such temporary dwellings, model homes and other structures as Declarant may desire for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements or regulations.

Section 12. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot without the prior written approval of the ARB; provided, however, street



numbers and name signs on Lots and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted without prior approval. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant and home builders.

Section 13. Lighting. Proper exterior lighting is recommended. Improper or excessive lighting, such as sodium vapor light sources, shall not be permitted. Christmas lighting shall be installed and removed within 30 days of December 25th.

Section 14. Air-Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 15. Drainage Structures. No Owner may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to surrounding Lot or the Common Property.

Section 16. Aerials; Flagpoles; etc. No exterior telecommunications, radio, microwave, or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB. Yard-mounted flagpoles shall not be allowed. Owners are advised to use brackets mounted on the house or garage to display flags. Homebuilders are allowed to use flagpoles on a temporary basis at their model center and the same shall be removed as soon as all the Dwelling units are sold.

Section 17. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter by the Board.

Section 18. Completion of Construction. Upon commencement of construction of any improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built must keep the streets and areas adjacent to the Lot free from any dirt, mud, garbage, trash or other debris occasioned by the construction and shall sweep off streets every week.

Section 19. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded in accordance with the approved landscape plan.

Section 20. Fences and Walls. There shall be no fence or wall permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location, etc. Chain link fences shall not be permitted. Landscape buffers may be required on the outside of any fences and walls by the ARB. All wood fences must be installed with the posts and supports on the inside and the finished side exposed. No fence or wall shall exceed 6 feet in height. No fence or wall may be constructed in the following areas:

- (1) Between the street along the front of the Dwelling (the "Front Street") and a straight line being the extensions of the surface of the furthest set back portion of the front side of the Dwelling to each of the two side Lot lines; or
- (2) Between the street facing a side of the Dwelling (the "Side Street") and a straight line being the extension of the surface of furthest set back portion of the side of the Dwelling to the rear Lot line.

Notwithstanding anything herein to the contrary, so long as Declarant or builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for model homes and parking for the term of such use.

Section 21. Clotheslines. Clotheslines are permitted and shall be completely hidden from view from any street, adjacent properties or Common Property. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls, fences or in open garages if the same be visible from any street, adjacent properties or Common Property.

Section 22. Play Structures and Yard Accessories. All yard accessories and play structures, and any other fixed games, shall be located in the rear yard of the Dwelling. Toys, bikes and other belongings shall be stored away while not in use. Metal play equipment shall be properly painted and maintained in original operating condition.

Section 23. Trees and Landscaping. Each Dwelling shall be required to install a minimum of three (3) trees. One of the trees shall be live oaks (*Quercus virginiana*) planted in the right-of-way between the curb and sidewalk meeting the following specifications: 8' height by 4' Spread; 30 Gallon Container; 2.5" Caliper; Florida No. 1 or better. Street trees shall be trimmed and maintained fourteen feet (14') clearing under but not be trimmed tops or sides trying to create round shapes. The Association shall have the right but not obligation to trim and maintain said shade trees to create uniform tree lines.

Another one (1) of the required trees, such as Grand Flora Magnolia, shall be planted in the front yard with 10-foot setback from the street Right-of-Way. All trees shall be planted as equal linear spacing as possible. All Dwelling shall have adequate shrubbery and use only St. Augustine sod with sprinkler system, which provides full coverage.

Section 24. Use. Lots shall be used for single family residential purposes only including short term and long term rentals.

Section 25. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street lot line except written approval from ARB. No above ground pool shall be permitted.

Section 26. Home Business. No business operations or activities shall be conducted out of a Dwelling, unless the Owner of the Dwelling has obtained prior written consent of the Association. Short term and long term rentals shall not be considered or deemed a "Home Business".

Section 27. Dwellings, Garages and Screened Patios.

(a) No Dwelling shall have a total living square foot area of less than twelve hundred (1200) square feet, exclusive of screened area, open porches, terraces, patios and garages. In the case of two story or split level Dwellings, the ground floor must be no less than seven hundred (700) heated square feet, exclusive of screened areas, open porches, terraces, patios and garages.

(b) No Dwelling shall exceed two (2) stories in height.

(c) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of chimneys, solar collectors and vent stacks.

(d) Concrete block with fully stucco shall be the standard exterior building structure. Frame construction is permitted only on second floor and areas on first floor to accommodate architectural details.

(e) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.

(f) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot. This provision shall not apply to central air conditioning compressor units.

(g) Each Dwelling shall have a minimum of double car garage. No carports shall be permitted. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Dwelling unit shall be kept closed except when automobiles are entering or leaving the garage. Any replacement of garage doors must be substantially similar the existing one or must be approved by the Board. No screen doors in front of garage door shall be permitted.

(h) With respect to screened patios, the Association strongly encourages the construction of a permanent roof with shingles and pitch to match the existing house.

(i) No vegetable gardens shall be permitted on any portion of the Property. No sod or topsoil shall be removed from any portion of the Property.

Section 28. Tree Removal. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. Natural vegetation shall be finished by removal of underbrush and mulch. Trees measuring six inches (6") or more in diameter at three (3') feet or more above ground level shall not be cut or removed from the Property without the prior written consent of the ARB unless the trees are located within six (6') feet of the Dwelling or its proposed location as approved by the ARB. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith.

Section 29. Discharge into Common Areas. In order to protect and preserve valuable common areas and conservation areas, all Owners, residents and guests of Sunrise Lakes are strongly encouraged to refrain from washing cars or otherwise discharging detergents and chemicals in the Sunrise Lakes Property. No lawn, dirt, trash, rubbish, object or liquid of any kind other than natural storm water or irrigation water shall be blown or discharged into any storm drainage catch basin, directly or indirectly into any body of water or conservation areas.

Section 30. Refuse Collection. All trash, garbage or other refuse shall be placed in containers for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of the Property. As provided in Article VI, 2, (k), in order to ensure uniform collection, the garbage collection program shall be serviced by a single provider.

Section 31. Ramps. Skateboard or bicycle ramps shall be prohibited on streets, sidewalks and on Common Property.

Section 32. Quiet Time. The Association shall have the right to enforce a quiet time during the nighttime hours from 10:00 p.m. until 8:00 a.m. the following morning. It is the intent of this provision to provide the Owners and their guests with a quiet time during these hours.

Section 33. Declarant Proviso. Any of the restrictive covenants herein contained or any other provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

ARTICLE XI

AMENDMENT

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the

Public Records of Lake County. A proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Lake County. Any amendment which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

## ARTICLE XII

### HUD/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, the following actions will require the prior approval of the United States Department of Housing and Urban Development ("HUD") and the Veteran Administration ("VA"): annexation of additional property, any merger or consolidation involving the Association and the placing of any mortgage lien on the Common Property. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the Property.

## ARTICLE XIII

### DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Lake County.

## ARTICLE XIV

### ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate the terms of this Declaration, it shall be lawful for Declarant, any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall constitute an individual assessment which shall be treated and shall be collected as set forth in Article VI, Section 4, Paragraph b and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to subsequent thereto.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to operation, maintenance and repair of the Surface Water or Stormwater Management System. for the Property pursuant to the rules, requirements and permit promulgated by the District.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

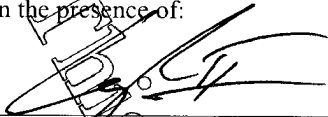
Section 2. Notices. All notices shall be written. Any notice sent to an Owner shall be deemed to have been properly sent when delivered or when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices may be sent by like method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Association at its address last registered with the Office of the Secretary of State, State of Florida.


This is not a certified copy


IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Global Associates International Group, Inc.

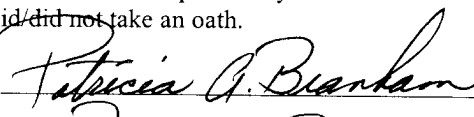
  
Signature: \_\_\_\_\_  
Print Name: Charles W. Piper II

  
Signature: \_\_\_\_\_  
Print Name: Charles Hwang, President

  
Signature: \_\_\_\_\_  
Print Name: PATRICIA A. BRANHAM

STATE OF FLORIDA )  
  ) ss.  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of September 2002 by Charles Hwang, President of Global Associates International Group, Inc. He is personally known to me or has produced DRIVER'S LICENSE as identification and he ~~did~~ did not take an oath.

  
Name: PATRICIA A. BRANHAM  
Title: NOTARY PUBLIC  
My Commission Expires: 2/21/06

(NOTARY STAMP)



## Exhibit "A"

LEGAL DESCRIPTION

A PORTION OF SECTION 26, TOWNSHIP 24 S., RANGE 26 E., LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE RUN S01°39'50"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1075.00' TO A POINT ON THE NORTH LINE OF THE SOUTH 1576.76' OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE RUN S87°59'45"W ALONG SAID NORTH LINE, 846.60' THENCE N02°00'15"W, 178.07'; THENCE N16°55'41"E, 111.63'; THENCE N54°08'22"E, 111.46'; THENCE N88°23'35"E, 79.04'; THENCE S62°51'01"E, 114.08'; THENCE N88°01'44"E, 250.00'; THENCE N01°35'02"W, 96.80'; THENCE N24°11'34"W, 34.34'; THENCE N50°50'27"W, 42.03'; THENCE N53°59'02"W, 150.00'; THENCE N52°52'12"W, 145.60'; THENCE S80°37'32"W, 159.60'; THENCE S88°03'16"W, 418.90'; THENCE N80°18'08"W, 180.84'; THENCE N70°52'21"W, 264.05'; THENCE S83°47'11"W, 122.10'; THENCE S09°13'08"E, 85.32'; THENCE S80°46'51"W, 253.08' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE HAVING A RADIUS OF 625.00', A DELTA OF 11°36'51" AN ARC DISTANCE OF 126.69'; THENCE LEAVING SAID CURVE S18°28'03"E (NON RADIAL), 613.11'; THENCE S87°59'45"W, 513.03' TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27 (PURSUANT TO RIGHT OF WAY MAPS #11200-2509); THENCE RUN THE FOLLOWING (7) SEVEN COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE N22°18'00"W, 13.66'; THENCE RUN N67°42'00"E, 5.00'; THENCE RUN N22°18'00"W, 450.00'; THENCE RUN S67°42'00"W, 15.00'; THENCE RUN N22°18'00"W, 260.00'; THENCE RUN S67°42'00"W, 12.00'; THENCE RUN N22°18'00"W, 162.67'; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN N67°42'00"E, 470.00'; THENCE RUN N22°18'00"W, 870.89' TO A POINT ON THE NORTH LINE OF THE SOUTH 722.08' OF THE NORTH HALF OF SAID SECTION 26; THENCE RUN N 87°55'52"E ALONG SAID NORTH LINE, 2143.04'; THENCE S35°31'37"E, 25.80'; THENCE S50°25'32"E, 44.51'; THENCE S25°41'39"E, 83.39'; THENCE S22°30'38"E, 37.00'; THENCE S79°19'38"E, 86.32'; THENCE S38°38'59"E, 54.29'; THENCE S32°58'24"E, 149.09'; THENCE S18°06'22"E, 37.11'; THENCE S20°01'04"E, 32.76'; THENCE S18°32'27"E, 72.04'; THENCE S29°42'00"E, 52.80'; THENCE S30°38'59"E, 41.39'; THENCE S44°54'29"E, 76.90'; THENCE S82°11'58"E, 14.03' TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE ALONG SAID LINE S01°43'52"E, 91.50' TO THE POINT OF BEGINNING. CONTAINING 79.6 ACRES MORE OR LESS.

**JOINDER AND CONSENT OF AMERICAN HERITAGE HOMES**

The undersigned, AMERICAN HERITAGE HOMES, as owner of several preplat lots within the real property described on Exhibit "A", hereby joins and consents to this Declaration of Covenants, Conditions and Restrictions for Sunrise Lakes, as if said Declaration had been recorded prior to the recording of any deed into AMERICAN HERITAGE HOMES.

Dated this 6<sup>TH</sup> day of September, 2002.

AMERICAN HERITAGE HOMES

[Signature]  
Witness Sign  
Print: Charles W. P. II

By: [Signature]  
Print Name: GEORGE O. GLANCE III  
As its: COO / VP

[Signature]  
Witness Sign  
Print: PATRICIA A. BRANHAM

STATE OF FLORIDA  
COUNTY OF OSCEOLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE O. GLANCE, III, as the COO / V.P. of AMERICAN HERITAGE HOMES, to me known to be the person described in or who produced \_\_\_\_\_ as identification, and who executed the foregoing who acknowledged before me that (s)he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 6<sup>th</sup> Day of September, 2002.

[Signature]  
Notary Public  
Print Name: PATRICIA A. BRANHAM  
My Commission Expires: 2/21/06



This is NOT a Certified Copy