

RECITALS: 25 March 1993

Original Document

A. The purpose of this Declaration is to subject all of sunset Lakes subdivision to the Covenants and Restrictions contained in this document. This document is sometimes referred to as the "Covenants." It is intended that Sunset Lakes be developed in multiple phases. Phase 1A of Sunset Lakes is recorded in Plat Book 38, Page 58-59, Public Records of Brevard county, Florida (the "Plat"), which property is hereby subject to the Covenants. Additional property to be described as subsequent phases of Sunset Lakes shall be made subject to these Covenants by recordation of appropriate amendments to this Declaration. Nothing contained herein shall be deemed to require the Developer to develop any additional phases of Sunset Lakes subdivision.

B. Developer declares that lots within Sunset Lakes shall be conveyed and occupied subject to all matters set forth in this document and the several plats comprising Sunset Lakes. These covenants shall run with the land and shall be binding upon the Developer and all parties acquiring any interest in Sunset Lakes after the recording of these covenants in the public records.

RECITALS: 13 July 1993

Restated 2.1

A. The Developer executed that certain Declaration of Covenants and Restrictions for Sunset Lakes subdivision dated March 25, 1993 (herein "Covenants") which is recorded in Official Records Book 3278, Page 4548, and which imposed certain covenants and restrictions as therein defined upon Phase 1A of Sunset Lakes subdivision as described in Plat Book 38, Pages 58-59, Public Records of Brevard county, Florida.

B. The Developer desires to amend said covenants upon the terms and conditions herein set forth for the purpose of including Phase 1-B of Sunset Lakes subdivision as property which is subject to the covenants and to further modify the covenants upon the terms and conditions herein set forth.

RECITALS: 20 July 1994

Restated 7.1(b) and 7.3(a)

A. The Plat of Sunset Lakes Subdivision is recorded in Plat Book 38, Pages 58 - 59, Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions, and Restrictions for Sunset Lakes Subdivision is recorded in Official Records Book 3278, Pages 4548-4560, Public Records of Brevard County, Florida; and

C. The Developer, joined by the Association, desires to change, alter or modify the Restrictions pursuant to the authority granted in Article X, Section 10.6 of the Declaration of Covenants and Restrictions for Sunset Lakes Subdivision.

RECITALS: 21 October 1994

Restates 2.1

C. The Developer has caused Phase one-B of sunset Lakes subdivision to be platted and which is recorded in Plat Book 39, Pages 21 - 22, Public Records of Brevard County, Florida; and

D. The Covenants provide that all property known as sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of sunset Lakes shall be subject to said Covenants; and

E. The Developer makes this Amendment to the Covenants for the purpose of providing the recording information for Phase one-B of the Plat of Sunset Lakes and for confirming the applicability of the covenants to the lots therein depicted.

RECITALS: 28 December 1994

Restates 2.1

D. The Developer has caused Phase Two of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 41, Page 14 and 15 Public Records of Brevard county, Florida.

E. The covenants provide that all property known as sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of sunset Lakes shall be subject to said Covenants; and

F. The Developer makes this Amendment to the covenants for the purpose of providing the recording information for Phase Two of the Plat of sunset Lakes and for confirming the applicability of the covenants to the lots therein depicted.

RECITALS: 26 December 1995

Restates 2.1 and 7.1

F. The Developer makes this Amendment to the Covenants for the purpose of setting forth the minimum floor area of a dwelling as a function of lot size.

RECITALS: 29 April 1996

Restates 2.1

E. The Developer has caused Phase III of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 42, Page 20, Public Records of Brevard County, Florida; and

F. The Covenant's provide that all property known as Sunset Lakes, Inclusive of all phases thereof, as depicted on t:he recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants; and

RECITALS: 20 August 1997

Adds 7.3(q)

RECITALS: 1 July 1998

E. The Developer has caused Phase Ill of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 42, Page 20, Public Records of Brevard County, Florida; and

F. The Developer has caused Phase IV-A of Sunset Lake~ Subdivision to be platted and which is recorded in Plat Book 44, Page 19, Public Records of Brevard County, Florida; and

G. The Developer has caused Phase IV-B of Sunset Lakes Subdivision to be platted and

which is recorded in Plat Book 44, Page 22, Public Records of Brevard County, Florida; and

H. The Covenants provide that all property known as Sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants; and

RECITALS: 17 March 1999

Adds 1.

A. The Plat of Sunset Lakes Subdivision Phase One-A is recorded in Plat Book 38, Pages 58 and 59, Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Sunset Lakes Subdivision is recorded in Official Records Book 3278, Pages 4548-4560, Public Records of Brevard County, Florida and as thereafter amended; and

C. The Developer has caused Phase One-B of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 39, Pages 21 and 22, Public Records of Brevard County, Florida; and . .

D. The Developer has caused Phase Two of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 41, Pages 14 and 15, Public Records of Brevard County, Florida; and

E. The Developer has caused Phase III of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 42, Page 20, Public Records of Brevard County, Florida; and

F. The Developer has caused Phase IV-A of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 44, Page 19, Public Records of Brevard County, Florida; and

G. The Developer has caused Phase IV-B of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 44, Page 22, Public Records of Brevard County, Florida; and

H. The Developer has caused Phase V of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 44, Pages 93- 94, Public Records of Brevard County, Florida; and

I. The Covenants provide that all property known as Sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants; and

1. The Declaration of Covenants, Conditions and Restrictions for Sunset Lakes Subdivision, as recorded in Official Records Book 3278, Page 4548, et. seq. Public Records of Brevard County, Florida, shall encumber all phases of Sunset Lakes Subdivision, including. Phase One-A, recorded in Plat Book 38, Pages 58 and 59; Phase One-B, recorded in Plat Book 39, Pages 21 and 22; Phase Two, recorded in Plat Book 41, Pages 14 and 15; Phase III, recorded in Plat Book 42, Page 20, Phase IV-A, recorded in Plat Book 44, Page 19, Phase IV-B, recorded in Plat Book 44, Page 22, and Phase V, recorded in Plat Book 44, Pages 93 - 94, all of the Public Records of Brevard County, Florida, together with all future phases of Sunset Lakes Subdivision that may be made subject to the Covenants by written instrument.

RECITALS: 31 January 2000

Restates 5.7(b) Class B (b) and 7.1(a)

J. The Developer has reserved, in Section 10.6 of the Covenants, the right to change, alter or amend the Covenants in any manner.

RECITALS: 4 February 2000

Amends 1.

I. The Developer has caused Phase VI of Sunset lakes Subdivision to be platted and which is recorded in Plat Book 45, Page 41-42, Public Records of Brevard County, Florida; and

J. The Covenants provide that all property known as Sunset lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset lakes shall be subject to said Covenants; and

1. The Declaration of Covenants, Conditions and Restrictions for Sunset lakes Subdivision, as recorded in Official Records Book 3278, Page 4548, et seq., and all amendments thereto, all as recorded in the Public Records of Brevard County, Florida, shall encumber all phases of Sunset lakes Subdivision, including Phase One-A, recorded in Plat Book 38, Pages 58 and 59; Phase One-B, recorded in Plat Book 39, Pages 21 and 22; Phase Two, recorded in Plat Book 41, Pages 14 and 15; Phase III, recorded in Plat Book 42, Pages 20 - 22, Phase IV-A, recorded in Plat Book 44, Page 19, Phase IV-B, recorded in Plat Book 44, Page 22, Phase V, recorded in Plat Book 44, Pages 93 and 94, and Phase VI, recorded in Plat Book 45 , Page 41-42 , all of the Public Records of Brevard County, Florida, together with all future phases of Sunset Lakes Subdivision that may be made subject to the Covenants by written instrument.

RECITALS: 7 June 2000

Adds 2. Restates 5.3 Adds Article XII

J. The Developer has caused Sunset Lakes West of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 45, Page 85, Public Records of Brevard County, Florida; and

K. The Covenants provide that all property known as Sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants; and

L. The Developer has reserved unto itself in Section 1 0.6 of the Covenants the right to change, alter or modify the Covenants in any manner and at any time prior to the sale of the last lot in Sunset lakes Subdivision, inclusive of all phases.

2. The Declaration of Covenants, Conditions and Restrictions for Sunset lakes Subdivision, as recorded in Official Records Book 3278, Page 4548, § seq., and all amendments thereto, all as recorded in the Public Records of Brevard County, Florida, shall encumber all phases of Sunset lakes Subdivision, including Phase One-A, recorded in Plat Book 38, Pages 58 and 59; Phase One-B. recorded in Plat Book 39, Pages 21 and 22; Phase Two, recorded in Plat Book 41, Pages 14 and 15; Phase III, recorded in Plat Book 42, Page 20-22; Phase IV-A, recorded in Plat Book 44, Page 19; Phase IV-B, recorded in Plat Book 44, Page 22; Phase V, recorded in Plat Book 44, Pages 93 and 94; Phase VI, recorded in Plat Book 45, Pages 41 and 42; and Sunset lakes West recorded in Plat Book 45, Page 85, all of the

Public Records of Brevard County, Florida, together with all future phases of Sunset lakes Subdivision that may be made subject to the Covenants by written instrument.

RECITALS: 18 August 2000

Amends 7.1(a),(b) and (f) 7.3(a) and (b) Adds 7.3(r)

J. The Developer has caused Sunset Lakes West - Island Estates, a phase of Sunset Lakes Subdivision, to be platted and which is recorded in Plat Book 45, Pages 85-87 Public Record of Brevard County, Florida.

K. The Covenants provide that all property known as Sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants; and

L. The Developer has reserved, in Section 10.6 of the Covenants, the right to change, alter or amend the Covenants in any manner.

RECITALS: 30 August 2000

Adds 1.

K. The Developer has caused Phase VII of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 46, Pages 1 - 2, Public Records of Brevard County, Florida

L. The Developer has caused Phase VIII of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 46, Page 43-44, Public Records of Brevard County, Florida; and

M. The Covenants provide that all properly known as Sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants; and

1. The Declaration of Covenants, Conditions and Restrictions for Sunset Lakes Subdivision, as recorded in Official Records Book 3278, Page 4548, et seq., Public Records of Brevard County, Florida, shall encumber all phases of Sunset Lakes Subdivision, including Phase One-A, recorded in Plat Book 38, Pages 58 and 59; Phase One-B, recorded in Plat Book 39, Pages 21 and 22; Phase Two, recorded in Plat Book 41, Pages 14 and 15; Phase III, recorded in Plat Book 42, Page 20; Phase IV-A, recorded in Plat Book 44, Page 19; Phase IV-B, recorded in Plat Book 44, Page 22; Phase V, recorded in Plat Book 44, Pages 93 and 94; Phase VI, recorded in Plat Book 45, Pages 41 and 42; Sunset Lakes West - Island Estates, recorded in Plat Book 45, Pages 85-87 Phase VII, recorded in Plat Book 46, Pages 1 and 2; and Phase VIII, recorded in Plat Book 46 Page 43-44 of the Public Records of Brevard County, Florida, together with all future phases of Sunset Lakes Subdivision that may be made subject to the Covenants by written instrument.

RECITALS: 29 December 2000

L. The Developer has caused Phase VIII of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 46, Page 43-44, Public Records of Brevard County, Florida; and

M. The Covenants provide that all properly known as Sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants; and

1. The Declaration of Covenants, Conditions and Restrictions for Sunset Lakes Subdivision, as recorded in Official Records Book 3278, Page 4548, et seq., Public Records of Brevard County, Florida, shall encumber all phases of Sunset Lakes Subdivision, including Phase One-A, recorded in Plat Book 38, Pages 58 and 59; Phase One-B, recorded in Plat Book 39, Pages 21 and 22; Phase Two, recorded in Plat Book 41, Pages 14 and 15; Phase III, recorded in Plat Book 42, Page 20; Phase IV-A, recorded in Plat Book 44, Page 19; Phase IV-B, recorded in Plat Book 44, Page 22; Phase V, recorded in Plat Book 44, Pages 93 and 94; Phase VI, recorded in Plat Book 45, Pages 41 and 42; Sunset Lakes West - Island Estates, recorded in Plat Book 45, Pages 85-87, Phase VII, recorded in Plat Book 46, Pages 1 and 2; and Phase VIII, recorded in Plat Book 46, Pages 43-44 all of the Public Records of Brevard County, Florida, together with all future phases of Sunset Lakes Subdivision that may be made subject to the Covenants by written instrument.

RECITALS: 28 August 2001

M. The Developer has caused Phase X of Sunset Lakes Subdivision to be platted and which is recorded in Plat Book 47, Page 28, Public Records of Brevard County, Florida; and

N. The Covenants provide that all property known as Sunset Lakes, inclusive of all phases thereof, as depicted on the recorded plats, each of which shall be identified as a phase of Sunset Lakes shall be subject to said Covenants.

1. The Declaration of Covenants, Conditions and Restrictions for Sunset Lakes Subdivision, as recorded in Official Records Book 3278, Page 4548, et seq., Public Records of Brevard County, Florida, shall encumber all phases of Sunset Lakes Subdivision, including Phase One-A, recorded in Plat Book 38, Pages 58 and 59; Phase One-B, recorded in Plat Book 39, Pages 21 and 22; Phase Two, recorded in Plat Book 41, Pages 14 and 15; Phase III, recorded in Plat Book 42, Page 20; Phase IV-A, recorded in Plat Book 44, Page 19; Phase IV-B, recorded in Plat Book 44, Page 22; Phase V, recorded in Plat Book 44, Pages 93 and 94; Phase VI, recorded in Plat Book 45, Pages 41 and 42; Sunset Lakes West- Island Estates, recorded in Plat Book 45, Pages 85- 87; Phase VII, recorded in Plat Book 46, Pages 1 and 2; Phase VIII, recorded in Plat Book 46, Pages 43 and 44; and Phase X, recorded in Plat Book 47, Pages 28, all of the Public Records of Brevard County, Florida, together with all future phases of Sunset Lakes Subdivision that may be made subject to the Covenants by written instrument.

ARTICLE I
Mutual Benefits and Obligations

The Covenants contained in this document are for the purpose of protecting the value and desirability of Sunset Lakes subdivision and made for the mutual benefit of each and every owner of a lot in the subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot, its owner and the Association. Each owner, his or her family, friends, guests and invitees shall comply with the provisions of these Covenants while present within this subdivision.

ARTICLE II

Definitions

Section 2.1: Sunset Lakes or Sunset Lakes Subdivision.

~~These terms shall mean all the property known as Sunset Lakes inclusive of all phases thereof as depicted on the recorded Plats, each of which shall be identified as a phase of Sunset Lakes.~~

Amendment Dated 13 July 1993

Section 2.1 Subdivision.

~~This term shall mean all of the property known as Sunset Lakes subdivision which is more particularly described as follows:~~

~~Phase 1 A as described in Plat Book 38, Page 58-59, Public Records of Brevard County, Florida.~~

~~Phase 1 B as described in Plat Book 39, Page 21, Public Records of Brevard County, Florida.~~

Amendment Dated 21 October 1994

Section 2.1: Sunset Lakes or Sunset Lakes Subdivision.

~~These terms shall mean all the property known as sunset Lakes inclusive of all phases thereof as depicted on the recorded Plats, each of which shall be identified as a phase of Sunset Lakes. As of this date, Phase one A of sunset Lakes is recorded in Plat Book 38, Pages 58-59, and Phase one B of sunset Lakes is recorded in Plat Book 39, Pages 21-22, all of the Public Records of Brevard County, Florida.~~

Amendment Dated 28 December 1994

Section 2.1: Sunset Lakes or Sunset Lakes Subdivision.

~~These terms shall mean all the property known as Sunset Lakes inclusive of all phases thereof as depicted on the recorded Plats, each of which shall be identified as a phase of sunset Lakes. As of this date, Phase one A of sunset Lakes is recorded in Plat Book 38, Pages 58-~~

~~59, Phase one B of Sunset Lakes is recorded in Plat Book 39, Pages 21 – 22, and Phase Two is recorded in Plat Book 41 , Page 14 and 15, all of the Public Records of Brevard County, Florida.~~

Section 2.1: Sunset Lakes or Sunset Lakes Subdivision.

~~These terms shall mean all the property known as Sunset Lakes inclusive of all phases thereof as depicted on the recorded Plats, each of which shall be identified as :a phase of Sunset Lakes. As of this date, Phase One A of Sunset Lakes is recorded in Plat Book 38, Pages 58 – 59, Phase One B of Sunset Lakes is recorded in Plat Book 39, Pages 21 – 22, Phase Two is recorded in Plat Book 41, Pages 14 and 15, all of the Public Records of Brevard County, Florida.~~

Amendment Dated 29 April 1996

Section 2.1: Sunset Lakes or Sunset Lakes Subdivision.

These terms shall mean all the property known as Sunset Lakes inclusive of all phases thereof as depicted en the recorded Plats, each of which shall be identified as a phase of Sunset Lakes. As of this date, Phase One -A of Sunset Lakes is recorded in Plat book 38, Pages 58 - 59, Phase One-B of Sunset Lakes is recorded in Plat Book 39, Pages 21 - 22, Phase Two is recorded in Plat Book 41, Pages 14 and 15, and Phase III is recorded in Plat Book 42, Pages 20, all of the Public Records of Brevard County, Florida.

Section 2.2:Board of Directors.

The Board of Directors of Sunset Lakes Homeowners Association, Inc., a Florida not-for-profit Corporation

Section 2.3: Lot.

Each platted Lot in the subdivision, regardless of whether a dwelling has been

constructed on such Lot.

Section 2.4: Owner.

Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida statutes.

Section 2.5: Common Property.

Tracts B,C,D, F and N together with all roadways and sidewalks are intended for the common use and benefit of all owners of a lot in any phase of sunset Lakes, subject, however, to the easements herein granted.

Section 2.6: Assessments.

Annual and special Assessments by the Association against Lots in the Subdivision made in accordance with the terms of these covenants.

Section 2.7: Association.

Sunset Lakes Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 2.8: Architectural Review Committee.

The Committee of the Sunset Lakes Homeowners Association, Inc. charged with the duties set forth in Article VII of these covenants.

Section 2.9: Developer.

Deerfield Groves Partnership, a Florida general partnership.

Section 2.10: Storm water Management system.

This term shall mean 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, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and

quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or
40C-42, Florida Administrative Code.

ARTICLE III
Subdivision Assessments

Section 3.1: General purpose.

The Association is organized for the purpose of owning and maintaining the common Property including drainage and retention areas, landscaping and lighting situate thereon; providing for enforcement of the Covenants, and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonably related thereto. All owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Association. In order to pay for these services, the Association will charge Assessments against the Lots and their owners. Each owner is personally obligated for Assessments which came due during the time such owner owned the Lot, provided however, that the Developer shall not be responsible for any assessments on units owned by the Developer.

Section 3.2: Creation of Lien for Assessments.

All Lots owned by owners other than Developer are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of these covenants. This continuing lien will also secure interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. The Association shall have the right to a lien on each Lot for unpaid Assessments commencing upon the initial conveyance of the Lot to an Owner other than the Developer. The lien will be effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating

the Lot description, the name of the record owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid. All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

Section 3.3: Assessments.

The Association shall fix the amount of the assessment. The assessments shall be payable in one annual installment on January 1st of each year. The Board shall notify the owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. All assessments shall be uniform.

Section 3.4: Date of Commencement of Assessments.

The assessment for each Lot shall begin upon conveyance of the Lot to a class A Member. The first assessment for each Lot shall be made for the balance of the fiscal year of the Association. The first assessment shall be due and payable in advance at the place established by the Association at the time of such conveyance.

Section 3.5: Special assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement, the cost of which exceeds seventy-five percent (75%) of the reserve fund established as a part of the annual assessment. Replacement of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of sixty percent (60%) of the Owners.

Section 3.6: Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action against the owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No Member may waive or otherwise escape liability for Assessments by non-use of common property or by abandonment of the Lot owned by such owner. The Association shall be entitled to reasonable attorney's fees and costs for the enforcement of the rights herein.

Section 3.7: Subordination of Lien to Mortgages.

The lien of any assessment authorized by these covenants shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure but not for assessments which fall due after such date. The failure to pay any assessment hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America.

Section 3.8: Damage by Owners.

The owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace common property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable

in the same manner as annual Assessments provided for in these covenants.

Section 3.9: Maximum assessment.

Until January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$250.00 per Lot for Class "A" members and \$20.00 per Lot for the Class "B" member.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum assessment may be increased above ten percent (10%) by a vote of two-thirds ($2/3$) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

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

ARTICLE IV

Owner's Rights

Section 4.1: Right to use Common Property.

Each Owner and members of such Owner's family residing with the owner, or the tenant of a non-residential owner, has the non-exclusive right to use Common Property for the purpose for which it is intended subject, however, to the easements herein granted. This right shall pass with title to the Lot owned by the owner.

Section 4.2: Utilities.

Each owner may use the utilities constructed in the roads or other easements as shown on the Plat as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County.

ARTICLE V

Rights of the Homeowners Association

Section 5.1: Enforcement Rights.

The Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these covenants and restrictions, including without limitation, the right to remove any structure which is in violation of these covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the owner of the Lot on which the violation has occurred or exists which expense shall be payable by such owner to the Association on demand. Entry to remove and cure any violation of these covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry.

The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce these covenants, however long continuing, shall not be a waiver of the right to enforce these covenants at a later time.

Section 5.2. Other Assessments.

Any amounts owed by any owner to the Association as the result of the Association's abating or curing violations of these covenants or maintaining or repairing Lots or residences shall be due and payable within fifteen (15) days from the date of receipt of a statement for

such amounts from the Association. If any of said sums are not paid when due, they shall be added to and become a part of the annual Assessment to which the Lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.3: Common Property Rights.

The Association shall have the right:

~~(1) to adopt reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the common Property.~~

~~(2) to convey or encumber any Common Property if authorized by two thirds (2/3) of the Class A members and the Class B Member. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer, executed by two thirds (2/3) of the Class A Members and the Class B Member (until Class B membership terminates), is recorded.~~

~~(3) to assess fines for violation of these covenants which shall be added to the next installment of the annual Assessment to which the lot is subject and enforceable as provided in Article III of these Covenants.~~

Section 5.3: Common Property Rights.

Amendment Dated 7 June 2000

The Association shall have the right:

(1) to adopt reasonable rules and regulation pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property;

(2) to convey or encumber any Common Property as authorized by a vote of the Board of Directors;

(3) to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.4: Common Property.

The Association shall be vested with ownership of all Common Property. The Association shall own said premises for the purpose of providing ingress and egress from public roads to a Lot and for the purpose of preservation of existing vegetation, supplemental plantings, drainage, and retention. The Association has the right to impose reasonable rules and regulations concerning the use of common Property and may use the common areas for ingress-egress, drainage and retention, and maintains 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 safe drainage and retention as well as to maintain reasonable standards of health, safety, welfare and appearance.

Section 5.5: Duty to Maintain Entrance Way.

The Association shall have the duty to maintain the entrance way to the Subdivision and the related property. Said duty shall include the obligation to cut grass, trim shrubbery and otherwise keep said property in a safe and attractive condition and maintain reasonable standards of safety and appearance. This obligation shall include the maintenance of any and all structures erected on said Tract keeping any painted surfaces clean and attractive and keeping any and all irrigation systems and fixtures in a safe and working condition.

Section 5.6: Duty to Maintain Stormwater Management System.

The Association shall have the duty to maintain, operate and repair the Stormwater Management System. Maintenance of the Stormwater Management system shall mean the

exercise of practices which allow the system to provide drainage, water storage, conveyance of other stormwater capabilities as permitted by the St. Johns River Water Management

District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management system s all be as permitted, or if modified as approved by the St. Johns River Water Management District. The St. Johns River water Management District shall have the right to enforce, by a proceeding at law and equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management system.

Section 5.7: Membership.

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

(b) The Association shall have two classes of voting membership:

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

Class B. The Class B Member shall be the Developer. The Class "B" Member shall be entitled to three (3) votes for each Lot it owns. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the Developer ceases to be the Owner or ceases to own the Lot as a Developer or otherwise becomes a Lot Owner residing on, or leasing, said Lot and improvements; or

~~(b) on December 31, 2003.~~

Amendment Dated 31 January 2000

(b) on December 31, 2005.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under this section.

Section 5.8: Attorneys Fees.

The Association shall be entitled to recover reasonable attorneys enforcement of any of its rights herein.

ARTICLE VI

Rights Reserved by Developer

Section 6.1: Eminent Domain.

If all or part of any easement granted by Developer over property of the Developer is taken for eminent domain, no claim shall be made by the Association or any owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide owners with access to their Lots and with utility service.

Section 6.2: Easements for utilities.

The Developer reserves a perpetual easement on, over and under the easements and common Property shown on the Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the subdivision. The owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3: Drainage Easement.

Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or into sanitary sewer lines.

Section 6.4: Maintenance Easement.

The Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 6.5: Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to authorize and approve the construction and maintenance of temporary dwellings, model houses, and/or other structures upon Lots as approved by the Developer and to erect and maintain or to permit commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these covenants shall be construed to restrict the foregoing rights of the Developer.

Section 6.6: Further Restrictions.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-ways on any Lot in the subdivision owned by Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Property.

Section 6.7: Release of Restrictions, Easements.

If a residence is erected, or the construction of the residence is substantially advanced, in a manner that violates the restrictions contained in these covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Residence over the Lot line, or on the Common Property, or the easement area, so long as Developer, in the exercise of its sole

discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the subdivision.

This subpart does not affect any right, claim, restriction, ordinance, law or regulation imposed by any United states or State of Florida governmental body or any of their subdivisions.

ARTICLE VII

Use Restrictions and Architectural Control

~~Section 7.1: Construction Restrictions~~

~~Construction restrictions for Sunset Lakes Lots are imposed as follows:~~

~~(a) A minimum of twenty five (25) feet set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum of seven and one half feet (7 1/2) shall be maintained between the side walls of all structures and the side lot line provided however for corner lots the setback between the building structure and the street shall be fifteen feet. A minimum of twenty (20) feet set back shall be maintained between the rear wall of all structures and the rear lot line.~~

~~(b) The minimum floor area for a dwelling situate on an "interior lot" shall be 1,500 square feet. The minimum allowable floor area for a dwelling situated on an "exterior lot" shall be 1800 square feet. All structures with more than 1 story shall have a minimum floor area of 800 square feet on the ground floor.~~

~~"Exterior lots shall be those lots that share a common boundary with the exterior boundary of the subdivision. All other lots that do not qualify as "exterior lots" will be considered "interior lots."~~

~~"Floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.~~

Amendment Dated 20 July 1994

~~(b) The minimum floor area for a dwelling shall be 1,200 square feet. All structures with more than one story shall have a minimum floor area of 700 square feet on the ground floor.~~

~~(c) All utilities whatsoever shall be installed underground.~~

~~(d) The roof pitch of each residence shall be a minimum 5/12.~~

~~(e) Roof shingles shall be fiberglass dimensional grade shingles with a minimum weight of 230 lbs.~~

~~(f) All landscaping on individual lots shall meet minimum county standards and requirements. All lots must be fully irrigated and sodded with floratam.~~

Section 7.1: Construction Restrictions.

Amendment Dated 26 December 1995

Construction restrictions for Sunset Lakes are imposed as follows:

~~(a) A minimum of twenty five (25) feet set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum of five (5) feet shall be maintained between the side walls of all structures and the side lot line for lots of sixty (60) feet or less in width; all other side setbacks shall be seven and one half (7 1/2) feet except for corner lots which shall have a setback of fifteen (15) feet. A minimum of twenty (20) feet set back shall be maintained between the rear wall of all structures and the rear lot line.~~

(a) A minimum of twenty (20) feet set back shall be required from the nearest part of the front of the building to the front lot line. A minimum of seven and one-half (7 1/2) feet shall be maintained between the side walls of all structures and the side lot line; provided however for corner lots the setback between the building structure and the street shall be fifteen (15) feet. A minimum of twenty (20) feet set back shall be maintained between the rear wall of all structures and the rear lot line.

Amendment Dated 31 January 2000

(a)

Amendment Dated 18 August 2000

For Sunset Lakes West- Island Estates only, a minimum of seventy-five (75) feet shall be required from the nearest part of the front of the building to the front Lot line. A minimum of fifteen (15) feet shall be maintained

between the side walls of all structures and the side Lot line. A minimum of seventy-five (75) feet set back shall be maintained between the rear wall of all structures and the rear lot line.

(b) The minimum floor area for a dwelling situate on a lot having a size of less than 8,800 square feet shall be 1,300 square feet. The minimum floor area for a dwelling situate on a lot having a size greater than 8,800 square feet and less than 12,000 square feet shall be 1,500 square feet. The minimum floor area for a dwelling situate on a lot having a size over 12,000 square feet shall be 1,800 square feet. The term "floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.

(b)

Amendment Dated 18 August 2000

For Block A, Lots 1 through 8 and Block C, Lots 1 through 5, Sunset Lakes West- Island Estates only, the minimum floor area for a dwelling shall be two thousand five hundred (2,500) square feet and the minimum area of the garage shall be five hundred (500) square feet. For Block C, lots 6 through 17 and Block B, Lots 1 through 12, Sunset Lakes West subdivision only, the minimum floor area for a dwelling shall be three thousand (3,000) square feet and the minimum area of the garage shall be seven hundred twenty (720) square feet.

(c) All utilities whatsoever shall be installed underground.

(d) The roof pitch of each residence shall be a minimum 5/12.

(e) Roof shingles shall be fiberglass dimensional-grade shingles with a minimum weight of 230 lbs.

(f) All landscaping on individual lots shall meet minimum county standards and requirements. **All lots must be fully irrigated and sodded with floritam.**

(f)

Amendment Dated 18 August 2000

For Sunset Lakes West • Island Estates only, bahia grass as well as floratam will be allowed. Further, there shall be a minimum of eight (8) irrigation zones on each Lot with an automatic sprinkler system such that there is one (1) zone per every one-tenth (.1) acre.

Section 7.2: Maintenance of Residences and Lots.

(a) All Lots, residences and improvements on the Lots shall be maintained by the owner, in a neat and attractive condition. All landscaping of Common Property will be maintained by the Association.

(b) In the event of damage or destruction by fire or other casualty to the Residence, or improvements on any Lot, the owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by the Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these covenants. All debris must be removed and the Lot restored to a sightly condition within sixty (60) days of such damage or destruction.

Section 7.3: Miscellaneous Use Restrictions.

~~(a) Fences shall not be erected on lots that border retention areas by anyone other than Developer. Fences may be erected to the rear of the front building line and along and adjacent to the side lot lines. All fences shall be made of wood and be of six (6) feet in height except the last eight (8) foot section of any side lot line fence that abuts the rear property line shall be tapered from six (6) feet to four (4) feet at the end post which closes to the rear property line. All wood fences shall be installed with the smooth side out. All fence posts shall be installed~~

~~facing the interior portion of the Lot. Any Lot Owner whose Lot abuts a retention area or conservation area has the right, at said owner's sole expense and liability, to install an access gate to the retention or conservation area on any fence that may have been erected by the Developer which borders the Owner's Lot and the retention or conservation areas. No chain link fences shall be constructed on any Lot. All fences and hedge lines must be approved by the Association prior to construction. The Association may require that the composition and color of any fence be consistent with fences around surrounding residences.~~

Amendment Dated 20 July 1994

(a) Fences may be erected to the rear of the front building line and along and adjacent to the side lot lines. All such fences shall be made of wood and be of six (6) feet in height except the last eight (8) foot section of any side lot line fence that abuts the rear property line shall be tapered from six (6) feet to four (4) feet at the end post which closes to the rear property line. All wood fences shall be installed with the smooth side out. All fence posts shall be installed facing the interior portion of the Lot.

Fences may be erected along the rear property line of a lot but the height of any such fence shall not exceed four (4) feet. All such fences shall be made of wood (and shall be installed as herein above provided) or vinyl clad chain link fencing. Fences that border on retention or conservation areas may include an access gate from the Lot to the retention or conservation area.

Notwithstanding the foregoing, all fences and hedge lines must be approved by the Association prior to construction. The Association may require that the height, composition, and color of any fence be consistent with fences around surrounding residences.

(a)

Amendment Dated 18 August 2000

For Sunset Lakes West· Island Estates only, the exterior of all fences must be shielded by hedge plantings.

(b) All Lots in the subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including storage buildings, are not permitted; provided, however, nothing herein shall be deemed to prohibit an exterior dog house. No Lot may be subdivided without the prior written consent of the Association which consent shall be recorded in the public records of Brevard County, Florida in order to be effective.

(b)

Amendment Dated 18 August 2000

For Sunset Lakes West· Island Estates only, detached auxiliary buildings, including storage buildings and guesthouses are permitted; provided however, all such structures must be of equal quality and similar in style to that of the primary residence.

(c) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

(d) Individual mailboxes will not be allowed. Each resident must use the mail facilities provided by the Developer and U.S. Post Office.

(e) No animals, except household pets, shall be kept on any Lot. Pets shall be kept only in the residence or within the fenced courtyard area. Residents shall not breed such animals as a hobby or for profit. Owners will be required to clean up after any pet that relieves itself in

any area other than their own yard.

(f) No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

(g) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

(h) All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods that are approved by Developer, and signs to advertise the property for sale during any sales period. No sign may be nailed or attached to trees. For Sale signs shall not exceed four (4) square feet or be taller than thirty-six (36) inches.

(i) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the

appropriate city, county or state official or department.

(j) Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other owners.

(k) The parking of vehicles shall be permitted in driveways and garages. **No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use for an extended period of time. Recreational vehicles and trailers shall be parked only in a garage. Boats may be parked to the side of a residence provided that a privacy fence is erected and the boat is not visible from the street.**

(l) No antennae of any kind shall be permitted upon any Lot. This restriction includes, but is not limited to, television antennae, radio antennae, and satellite dishes.

(m) Above-ground swimming pools will not be permitted.

(n) Clotheslines will not be permitted to be visible outside of the Lot. Nothing herein contained shall be construed to conflict with Florida Statute 163.04.

(o) No basketball backboards or goals shall be attached to the dwelling or elevation the garage of a residence on the front or side

(p) No solar panels shall be permitted on any portion of a roof facing the street. Solar panels may be erected on platforms constructed on the rear roof area or in a backyard.

Amendment Dated 20 August 1997

(q) No motorized watercraft of any kind shall be permitted in any of the lakes, ponds and water retention areas within the Subdivision, except by authorized contractors to provide maintenance of the lakes, ponds or water retention areas. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any watercraft on the lakes, ponds or water retention areas

within the Subdivision.

Amendment Dated 18 August 2000

(r) For Sunset Lakes West· Island Estates only, all garden areas shall be hedged.

Section 7.4: Plan Review.

The Architectural Review Committee shall review all constructions plans prior to the commencement of any construction on any Lot. The Architectural Review Committee shall review any such plans to determine whether they are in compliance with the covenants contained herein, as well as any other restriction or covenant applying to such Lot. The fee for processing the Plan shall be One Hundred Dollars (\$100.00) and will be paid when the plan is submitted to the Architectural Review Committee.

Section 7.5: Duties of the Architectural Review Committee.

The Architectural Review Committee shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the Architectural Review Committee for approval shall include all plans necessary for construction and shall meet the following standards:

Plans: All plans must be drawn in a professional manner, fully dimensioned, and shall include the following as a minimum:

(a) Plot Plan: An accurately drawn and dimensioned plot plan in 1" = 10' scale showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.

(b) Floor Plan(s): Drawn to scale of 1/4" per foot.

(c) Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.

(d) Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval actual samples may be required by the Architectural Review Committee.

(e) Landscaping plans in 1" = 10' scale indicating existing trees, trees to be removed and proposed new material. Including tree and plant list (type and size) for existing and proposed trees.

Section 7.6: Architectural Review Committee Membership.

The Architectural Review Committee shall be comprised of three (3) regular members and two (2) alternate members. A vote of two (2) is necessary to carry any decisions of the Architectural Review Committee. The Alternate members shall fill any vacancies that might occur.

Section 7.7: Selection.

(a) Both regular and alternate members of the Architectural Review Committee shall be elected from among the membership of the Association. Each Architectural Review committee member shall be elected by a majority vote by the Association in five (5) successive elections. Elections shall be held annually during the month of January of each year.

(b) The Developer has the right to select the membership of the Architectural Review Committee at his total discretion until the last Lot is sold. After the last Lot is sold, the Architectural Review Committee shall be elected as set out above in subpart (a) of this section.

(c) The Developer has the right to grant architectural approval of a line or series of homes to be constructed by a builder and to waive the ARC fee. This approval may include colors, materials and landscaping options offered to the public. This approval shall in no way imply that the builder may ignore or violate the restrictions and covenants set forth.

Section 7.8: Plan of Development.

It is the plan of the Developer to develop sunset Lakes into a restricted community of quality homes. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the Declaration.

ARTICLE VIII
Utility Provisions

Section 8.1: Water System.

The central water supply system provided by the city of Cocoa for the service of the Subdivision shall be used as the sole source of water. Each owner shall pay water meter charges established with the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot.

Section 8.2: Garbage Collection.

Garbage, trash and rubbish shall be removed from the Lots by such contractor as may be selected by any governmental authority. Each Lot owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 8.3: Electrical and Telephone Service.

All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Brevard County.

Section 8.4: Reclaimed water.

The Developer will install feeder lines to each lot throughout the subdivision to carry reclaimed water for irrigation purposes, provided by the Brevard County Utility services Department. Builders and Lot Owners will be responsible to abide by rules set forth by Brevard County Utility Services Department in reference to the use of reclaimed water. Builders and lot owners will be responsible for any fees associated with the reclaimed water to be charged by Brevard County Utility Services Division.

ARTICLE IX
Easements

Section 9.1: Establishment of Easements.

All easements, as provided for in this Article shall be established by one or more of the following methods, to wit:

- (a) By a specific designation of an easement on the recorded plat of sunset Lakes;
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (c) By this Declaration or by a separate instrument, to be subsequently recorded by the Developer; or
- (d) By virtue of the reservation of rights set forth in section 2 of this Article.

Section 9.2: Easement for Utilities.

An easement is hereby granted to Brevard County for the installation, maintenance, and operation of water, sewer, drainage and other utilizes which shall include the right of access, installation, maintenance and operation of said utilities.

Section 9.3: Easement over Lots.

The easement described herein is specifically depicted on the Plat. For so long as Developer is the owner of any Lot, the Developer hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Developer for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Developer shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Developer shall not have the power to release any portion

of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

Section 9.4: Easement Restrictions.

Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

Section 9.5: Construction of Easement Provisions.

Any and all parts of this Declaration relating to the reservation and maintenance of easements are to be read and construed as being consistent with each and every other part relating to easements.

Section 9.6: Public Service.

Fire, police, health, sanitation, postal and other public service personnel and their vehicles have a permanent and perpetual easement into, out of, and over, the Common Property for the purpose of performing their appropriate and lawful functions.

ARTICLE X
General Provisions

Section 10.1: Duration and Amendment.

These covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements as described below. These covenants may be modified or terminated only by a duly recorded written instrument executed by the President and secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President and Secretary of the Subdivision Association upon an affirmative vote of two-thirds (2/3) of the owners, provided however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything in these covenants to the contrary, the provisions of these covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time while the Developer owns a lot, without the consent in writing of the Developer. Any amendment to these Covenants which alters the Stormwater

Management system, other than for matters relating to maintenance of the Stormwater Management system as originally designed and including the water management portions of other Common Property shall not be effective without the prior written approval of St. Johns River Water Management District.

Section 10.2: Notices.

Any notice required to be sent to any person pursuant to any provisions of these covenants will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 10.3: Severability.

Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. **If any provision of these covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these covenants are declared to be severable.**

Section 10.4: Assignment by Developer.

Developer shall have the sole and exclusive right to transfer to such persons, firms, or corporations as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 10.5: Disputes and construction of Terms.

In the event of any dispute arising under these covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board

of Directors of the Subdivision Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

Section 10.6: Rights of the Developer to Modify.

The Developer retains the right to change, alter or modify these restrictions in any manner, at any time prior to the sale of the last lot in the subdivision; provided however, so long as there shall be a Class Member (the Developer), the Developer shall obtain the prior written consent of the Federal Housing Administration and/or the Veterans Administration with regard to the annexation of any additional property to the subdivision or the dedication of the common Property if the subdivision is expanded beyond 600 Lots which is the buildout of sunset Lakes Subdivision, inclusive of all phases. Further, the Developer reserves the right to subject additional property to be described as subsequent phases of Sunset Lakes Subdivision to this Declaration. The owners of any lot in the Subdivision, inclusive of all phases, shall enjoy the rights and privileges and be subject to the restrictions and obligations herein imposed; provided however, nothing herein shall be deemed to require the Developer to develop additional phases of the Subdivision.

ARTICLE XI
Miscellaneous

Section 11.1: Leases.

Article I provides that all persons who are present in the Subdivision must comply with the Covenants. In order to enforce this provision, all owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

The Leased Premises are a part of a Subdivision. All persons occupying property in sunset Lakes Subdivision are required to observe the Covenants and Restrictions of the sunset Lakes Homeowners Association. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

In addition, all owners leasing their Lots are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement.

ARTICLE XII

Conservation Easement

Section 12.1: Conservation Easement.

Amendment Dated 7 June 2000

The Developer, pursuant to Section 704.06, Florida Statutes, hereby grants and conveys to the St. John's River Water Management District (the "District") a perpetual conservation easement (the "Conservation Easement") over Tract "0" (15), Tract "P1" (16), Tract "P2" (17) and Tract "0' (15) (the "Conservation Easement Area"), all as depicted on the Plat of Sunset Lakes West. Developer fully warrants title to said Conservation Easement and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Developer. Developer grants this Conservation Easement as a condition of permit #4-009-037 4AYM3-ERP (the "Permit") issued by the District solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions. The purpose of the Conservation Easement is to assure that the lands thereby encumbered will be retained forever in the existing natural condition and to prevent any use of such lands that will impair or interfere with the environmental value of such areas. Any activity in or use of the property encumbered by the Conservation Easement inconsistent with the purpose of the Conservation Easement is prohibited.

Section 12.2: Restrictions.

The following activities and uses are expressly prohibited within lands encumbered by the Conservation Easement:

12.2.1 Construction or placing of building, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

12.2.2 Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

12.2.3 The removal or destruction of trees, shrubs or other vegetation.

12.2.4 Excavation, dredging or removing of loam, peat, gravel, soil, rock or the material substance in such a manner as to affect the surface.

12.2.5 Any use which would be detrimental to the retention of the Conservation Easement Area in its natural condition.

12.2.6 Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

12.2.7 Acts or uses detrimental to such retention of land or water areas.

12.2.8 Acts or uses detrimental to the preservation of the structural integrity or physical appearance of such parcels, sights or property, or physical appearance of such parcels if of historical, architectural, archeological or cultural significance.

Section 12.3: Reserved Right of Entry, The Developer, its successors and assigns, the Association, its successors and assigns, and the District, its successors or assigns, shall each have the right to enter upon the Conservation Easement Area at all reasonable times and in a reasonable manner to assure compliance with the aforesaid prohibitions and restrictions.

Section 12.4 Maintenance of Conservation Easement Area.

The Developer, and upon conveyance to the Association, the Association shall be responsible for the periodic removal of trash and other debris which may accumulate on the Conservation Easement Area.

Section 12.5 Enforcement of Restrictions.

The prohibitions and restrictions upon the Conservation Easement Area, as set forth in this paragraph, may be enforced by the District by proceedings at law or in equity including, without limitation, actions for injunctive relief.

Section 12.6 Amendment of Restrictions.

The provisions of the Conservation Easement may not be amended without prior approval of the District.

Section 12.7 Binding Upon.

All rights and obligations arising via the Conservation Easement are appurtenances and covenants running with the land and shall be binding upon, and shall inure to the benefit of the District, and its successors and assigns. Upon conveyance by the Developer to third parties, including the Association, of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided that these restrictions are properly recorded. Notwithstanding the foregoing, Developer shall remain responsible for compliance with the conditions of the Permit, including any mitigation plans, until there is a District-authorized transfer of the Permit from the Developer to the Association.

Section 12.8 District's Discretion.

The District may enforce the terms of the Conservation Easement, in its discretion, but if the Developer, or upon transfer of the Permit, the Association breaches any provision of the Conservation Easement and the District does not exercise its rights hereunder, the District's forbearance shall not be construed to be a waiver by the District of such provision, or of any subsequent breach of the same, or any other term of the Conservation Easement, or any of the District's rights under the Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by the Developer or upon transfer of the Permit, the Association, shall impair such right or remedy or to be construed as a waiver. The District shall not be obligated to any person or entity to enforce the provisions of the Conservation Easement.

Section 12.9 District's Liability.

Nothing herein contained shall be construed to require the District to bring an action against the Developer or the Association for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond the control of the Developer or the Association, including, without thereby limiting, fire, flood, storm and earth movement, or from any necessary actions taken by the Developer and upon transfer of the Permit, the Association, under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Areas or to persons resulting from such causes.