

**EXHIBIT "A"**

**SUNRISE OWNERS GROUP, INC.**

1. Certificate of Revival and Execution of the Declaration, Articles of Incorporation and By-Laws of Sunrise Owners Group, Inc., dated November 11, 2009 and recorded at Official Records Book 7289, Page 943, Public Records of Seminole County, Florida on November 17, 2009.
  - A. Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1172, Page 597, Public Records of Seminole County, Florida on June 6, 1978.
  - B. Articles of Incorporation of Sunrise Owners Group, Inc. filed with the Secretary of State of State on October 28, 1982.
  - C. Statement of Amendment to Articles of Incorporation of Sunrise Owner Group, Inc.
  - D. Articles of Merger of Florida Non-Profit Corporation into Sunrise Owners' Group, Inc., a Florida Non-Profit Corporation, dated May 3, 1983 and filed with the State on June 7, 1983.
  - E. Bylaws of Sunrise Owners Group, Inc., dated December 15, 1982.
  - F. Certificate of Approval of Proposed Amendment to By-Laws of Sunrise Owners Group, Inc., dated May 10, 1996 and recorded at Official Records Book 3085, Page 1934, Public Records of Seminole County, Florida on June 11, 1996.
2. Notice of Preservation of Declarations of Covenants, Conditions and Restrictions recorded on April 28, 2009 at Official Records Book 7175, Page 700, Public Records of Seminole County, Florida.
  - A. Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1246, Page 302, Public Records of Seminole County, Florida on October 2, 1979.
  - B. Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1299, Page 1808, Public Records of Seminole County, Florida on October 6, 1980.
  - C. Affidavit of Resolution of Annexation recorded at Official Records Book 1305, Page 1398 on November 11, 1980.
  - D. Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1422, Page 1103, Public Records of Seminole County, Florida on August 17, 1982.

- E. Declaration of Covenants, Conditions and Restrictions for Sunrise Owners Group, Inc., recorded at Official Records Book 1427, Page 0202, Public Records of Seminole County, Florida on December 14, 1982.
- F. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1431, Page 1336, Public Records of Seminole County, Florida on June 10, 1983.
- G. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1440, Page 90, Public Records of Seminole County, Florida on February 23, 1983.
- H. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1471, Page 1720, Public Records of Seminole County, Florida on July 13, 1983.
- I. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1471, Page 1723, Public Records of Seminole County, Florida on July 13, 1983.
- J. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1517, Page 703, Public Records of Seminole County, Florida on January 16, 1984.
- K. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1571, Page 940, Public Records of Seminole County, Florida on August 15, 1984.
- L. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1590, Page 1331, Public Records of Seminole County, Florida on November 1, 1984.
- M. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1707, Page 1698, Public Records of Seminole County, Florida on February 4, 1986.
- N. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1748, Page 193, Public Records of Seminole County, Florida on July 2, 1986.
- O. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1816, Page 282, Public Records of Seminole County, Florida on February 5, 1987.
- P. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1820, Page 401, Public Records of Seminole County, Florida on February 19, 1987.
- Q. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 2035, Page 615, Public Records of Seminole

County, Florida on January 23, 1989.

- R. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 2035, Page 618, Public Records of Seminole County, Florida on January 23, 1989.
- 3. Sunrise Owners Group, Inc. Rules and Regulations, recorded at Official Records Book 3085, Page 1932, Public Records of Seminole County, Florida on June 11, 1996.
- 4. Sunrise Owners' Group, Inc. Rules and Regulations - Approved September 9, 2002.
- 5. Architectural Committee Regulations.
- 6. Architectural Committee Regulations, Revised and Adopted March 1994.

SOG001 - Exhibit "A"  
updated by ELP- 03/05/10

RECORDED 11/17/2009 03:42:46 PM  
MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07289 Pgs 0943 - 1010; (68pgs)  
CLERK'S # 2009130725  
RECORDED 11/17/2009 03:42:46 PM  
RECORDING FEES 579.50  
RECORDED BY J Eckenroth

This instrument prepared by and )  
should be returned to: )

Elizabeth A. Lanham-Patrie, Esquire )

TAYLOR & CARLS, P.A. )

150 N. Westmonte Dr. )

Altamonte Springs, FL 32714 )

(407) 660-1040 )

**CERTIFICATE OF REVIVAL AND EXECUTION OF THE DECLARATION,  
ARTICLES OF INCORPORATION AND BY-LAWS OF  
SUNRISE OWNERS GROUP, INC.**

The undersigned authorities on behalf of Sunrise Owners Group, Inc. (the "Association") hereby certify that in accordance with the provisions of Section 720.403, et. seq., Florida Statutes, that the attached exhibits, consisting of:

- (1) Declaration of Covenants, Conditions and Restrictions;
- (2) The existing Articles of Incorporation of Sunrise Owners Group, Inc.;
- (3) The existing Statement of Amendment to Articles of Incorporation of Sunrise Owners Group, Inc.;
- (4) The existing Articles of Merger of Florida Non-Profit Corporation Into Sunrise Owners' Group, Inc., a Florida Non-Profit Corporation;
- (5) The existing By-Laws of Sunrise Owners Group, Inc.;
- (6) The existing Certificate of Approval of Proposed Amendment to By-Laws of Sunrise Owners, Group, Inc.; and
- (7) The legal description of each affected parcel of property.

have been revived, as evidenced by the attached approval from the Department of Community Affairs ("Department") dated October 16, 2009 and received on October 19, 2009, also attached hereto as exhibit "8".

Pursuant to Section 720.407, Florida Statutes, the undersigned President and Secretary of the Association hereby execute the revived: Declaration of Covenants, Conditions and Restrictions; the Articles of Incorporation of Sunrise Owners Group, Inc., and its amendments; and the By-Laws of Sunrise Owners Group, Inc., and its amendments, approved by the Department.

Accordingly, the revived documents are effective for a period of thirty (30) years from the date of recording of this document for the purpose of the Marketable Record Titles Act.



Executed at Winter Springs (city), Seminole County, Florida, on this the 11<sup>th</sup> day of November, 2009.

Signed, sealed and delivered in the presence of:

SUNRISE OWNERS GROUP, INC.

WITNESS:

Robert J. Jablonski  
Printed Name: Robert J. Jablonski  
Betsy Pender  
Printed Name: Betsy Pender

By: Antoinette Jablonski  
Printed Name: Antoinette Jablonski  
Title: President  
Address: 1385 Ponce De Leon Blvd  
Winter Spgs FL 32708

WITNESS:

Stephen T. Gray  
Printed Name: Stephen T. Gray  
Cindy Lobnitz  
Printed Name: Cindy Lobnitz

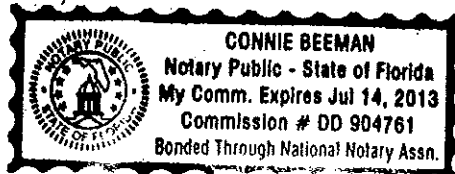
By: Kelly D. Perkins  
Printed Name: Kelly D. Perkins  
Title: Secretary  
Address: 1350 Corte Nueva  
Winter Springs, FL 32708

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 11 day of Nov, 2009, by Kelly Diane Nye and Antoinette M. Jablonski, as President and Secretary, respectively, of **SUNRISE OWNERS GROUP, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They [ ] are personally known to me or [X] have produced Ida Brown Lic as identification.

(NOTARY SEAL)



Connie Beeman  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: Connie Beeman  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

JUN 6 10 13 AM '78

RECORDED AND VERIFIED

*Richard H. Bunting*

CLERK, CIRCUIT COURT

SEMINOLE COUNTY, FLA.

THIS DECLARATION, made on the date hereinafter set forth  
Sunrise Erectors, Inc., a Florida corporation, hereinafter  
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant are the owners of certain property in  
the County of Seminole, State of Florida, which is more particularly  
described as:

Sunrise Unit 1, according to the plat thereof as  
recorded in Plat Book 27, Pages 72, Public records  
of Seminole County, Florida 73

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants, and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Sunrise  
Homeowner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record  
owner, whether one or more persons or entities, of a fee simple  
title to any lot which is a part of the Properties, including con-  
tract sellers, but excluding any other parties having such interest  
merely as security for the performance of an obligation.

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

① Sky Lake South, Inc.  
2410 Alister Court  
Orlando 32809

This instrument prepared by:  
Scott Ruggles Esq.  
2410 Alister Ct. Orlando, Fla.

EXHIBIT  
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Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts B, C, D according to the plat thereof, as recorded in Plat Book , Page , Public Records of Seminole County, Florida

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

Section 6. "Declarant" shall mean and refer to Sunrise Erectors, Inc., a Florida corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

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

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(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage such properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

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

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1982.

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COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-Two Dollars (\$72.00) per Lot.

(a) 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 not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board may also fix the annual assessment for owners of a vacant Lot (that is, a Lot on which there is no completed dwelling) at a sum not less than twenty-five per cent (25%) of the maximum annual assessment levied upon the Owner of an improved Lot.

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Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved Lots and a uniform rate for all unimproved Lots and may be collected on a monthly basis by the Association or such agency as the Board of Directors may designate.

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

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

#### ARTICLE V ARCHITECTURAL CONTROL

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

#### ARTICLE VI EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association,

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after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Such entry thereon shall not constitute a trespass.

ARTICLE VII  
GENERAL RESTRICTIONS

Section 1. Use Restrictions. No Lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential Lot within the Properties other than one single-family dwelling and private garage and accessory building and structures such as swimming pools, screened enclosures and patios. Provided, however, that certain areas within annexations to the Properties may be designated by the Declarant as commercial areas in which event this restriction shall not apply.

Section 2. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn, or other such building shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction period, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the said Properties after completion of construction.

Section 3. Animals. No animals, fowl or reptiles shall be kept on Lots or in structures on Lots except for caged birds kept as pets and domestic dogs and cats, which shall be limited to two in number; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than two (2) square feet in size or one temporary real estate sign of not more than five (5) square feet in area. No commercial flags, pennants or other such devices shall be allowed; provided however, that this restriction shall not be applicable to the Declarant or its successors or assigns.



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Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or by subsequent recorded instrument. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Offensive Activity. No noxious or offensive activity shall be carried on or upon a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area. All laundry or other clothes or clothing which are hung out to sun or dry must be hung behind the rear wall line of the dwelling on the particular Lot on which such items are hung; provided, however, such items may be hung in any enclosed part of the house, utility room or carport if such carport has been enclosed into a garage.

Section 7. Garbage Disposal. Each Lot shall have receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association. The Association reserves the right to contract with a garbage pick-up service to provide exclusive service to all Lots in the Properties.

Section 8. Fences. No fence shall be placed, constructed or erected on any Lots until the design, height and location of such fence have been approved by the Architectural Control Board.

Section 9. Other Restrictions. The Architectural Control Board shall have the authority from time to time to promulgate other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, location of mailboxes, temporary structures, nuisances, garbage and trash disposal and collection vehicles and repair, removal of trees, gutters, easements, games, and play structures, swimming pools, sight distance at intersections,

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utility connections, television antennae, painting and repainting of the exterior of the residence and fences, driveway construction, and such other restrictions as it shall deem appropriate. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Board to promulgate and enforce such additional restrictions. Once the Architectural Control Board promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Control Board modifies, changes, or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Control Board; provided, however, that such other restrictions shall not apply to any Lot or Lots owned by the Declarant. Such restrictions, shall, however, apply to the successors and assigns of Declarant.

#### ARTICLE VIII PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period only by an instrument signed by not less than ninety per cent (90%) of the then Owners, and thereafter by an instrument signed by no less than seventy-five per cent (75%) of the then Owners. Any such Amendment must be recorded.

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, the undersigned, being the Declarant  
herein, have hereunto set their hands and seals this 2<sup>nd</sup> day of  
June, 1978.

Signed and sealed  
in the presence of:

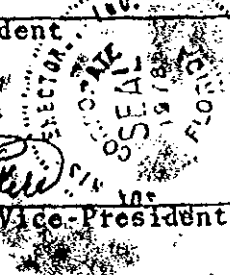
Evelyn Mole  
Janice Fisher

SUNRISE ERECTORS, INC.

By Jack C. Howler  
Vice-President

Attest:

Jack C. Howler  
Assistant Vice-President  
DECLARANT



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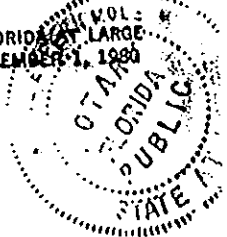
STATE OF FLORIDA:  
COUNT OF SEMINOLE:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JACK C. HACKER and SCOTT A. RUGGIERO well known to me to be the Vice President and Assistant Vice-President respectively of SUNRISE ERECTORS, INC., a Florida corporation and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of June, 1978.

*Marie Evelyn Maki*  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DECEMBER 1, 1980



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ARTICLES OF INCORPORATION  
OF  
SUNRISE OWNERS GROUP, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE I

NAME

The name of this corporation shall be  
SUNRISE OWNERS GROUP, INC.

For convenience, the corporation shall be herein referred to as the "Association," whose present address is:

206 Echo Hollow Way, Maitland, Florida 32751

ARTICLE II

PURPOSE

The purposes for which this Association is organized is not for pecuniary gain or profit to the members thereof, but the specific purposes for which it is formed are:

A. To provide for the maintenance, preservation and architectural control of the residential lots and common areas within that certain tract of real property described as:

EXHIBIT

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FOR SCANNING

Sunrise Village Unit I, a subdivision according to the plat thereof as recorded in Plat Book 26, upon page 88, of the Public Records of Seminole County, State of Florida; and such additional lands as may be annexed by the Declarant (in the Declaration hereinafter referred to in Section B of Article III of these Articles) pursuant to the terms of such Declaration and so brought under the jurisdiction of this Association, all such real property being herein referred to as the "Property".

B. To promote the health, safety and welfare of the residents within the Property, together with any additions thereto as may hereafter be brought within the jurisdiction of this Association.

C. This Association shall be conducted as a nonprofit organization for the benefit of its members.

### ARTICLE III

#### POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida which it may now or hereafter have or exercise, and which are not in conflict with the terms of these Articles of Incorporation.

B. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, together with any and all further supplemental



or amendatory Declarations of Covenants, Conditions and Restrictions relating to the Property (all hereinafter collectively referred to as the "Declaration"), applicable to the Property and to be recorded in the Office of the Clerk of the Circuit Court, in and for Seminole County, Florida, and as the same may be amended and extended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

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

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

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

F. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by



two-thirds (2/3) of the votes which members present at a special or annual meeting called for such purpose, are entitled to cast.

G. Participate in mergers and consolidations with other nonprofit corporations organized for the same general purposes, provided that any such merger or consolidation shall be in accordance with and require the approvals therefor as set forth in Chapter 617, Laws of the State of Florida, and as the same hereafter may be from time to time amended.

H. Annex additional residential property and Common Areas as is provided for in the Declaration and as the same may be amended from time to time as therein provided.

#### ARTICLE IV

##### MEMBERS

The qualification of members, the matter of their admission to membership, the termination of such membership and voting by members shall be as follows:

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

B. Membership shall be established by the acquisition of fee simple title to a lot whether by conveyance, devise, judicial decree, or otherwise, and the membership of any party shall be automatically terminated upon his being divested of his fee ownership in any lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more lots or who may own a fee simple interest in two or more lots so long as such parties shall retain title to at least one lot.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws which may be hereafter adopted.

D. On all matters on which the membership shall be entitled to vote, there shall be only one vote cast for each lot, which vote may be exercised or cast by the owner or owners of each lot in such manner as may be provided in the Bylaws hereafter adopted by the Association. When more than one person holds fee ownership in any Lot, the vote for such Lot shall be exercised as they among themselves determine. Should any member own more than one Lot, such member shall be entitled to exercise or cast as many votes as he owns lots in the manner provided by the Bylaws.

E. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) 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 among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(ii) Class B. Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On July 1, 1988.

#### ARTICLE V

##### TERM

The term for which this Association is to exist shall be perpetual.

#### ARTICLE VI

##### SUBSCRIBERS

The names and street addresses of the Subscribers of these Articles of Incorporation are as follows:

NAME

ADDRESS

Richard A. Barber

206 Echo Hollow Way  
Maitland, Florida 32751

Ralph S. Spano

207 Michael Drive  
Maitland, Florida 32751

Paul L. Calder

206 Echo Hollow Way  
Maitland, Florida 32751

ARTICLE VI

PRINCIPAL OFFICE AND  
RESIDENT AGENT

The principal office of the Association shall be located at 206 Echo Hollow Way, Maitland, Florida 32751, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. In compliance with Section 617.023, Florida Statutes, Richard A. Barber is designated Resident Agent of the Association upon whom service of process may be served and 206 Echo Hollow Way, Maitland, Florida 32751, as the office to be maintained for that purpose, provided that such Resident Agent and office may be changed from time to time as the Board of Directors of the Association may determine.

ARTICLE VII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by one or several

Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors.

The Board of Directors, or the President (with the approval of the Board of Directors), may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Declaration and the affairs of the Association, and any such person or entity may be so employed without regard as to whether such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

The Board of Directors shall elect a President, Secretary and Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the offices of President and Vice President shall not be held by the same person nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

#### ARTICLE VIII

##### FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are as

follows:

President	Richard A. Barber
Vice President	Ralph S. Spano
Secretary	Gail L. Calder
Treasurer	Gail L. Calder

#### ARTICLE IX

##### BOARD OF DIRECTORS

The number of members of the first Board of Directors of the Association shall be three (3) and the members thereof shall be elected as set forth in these Articles and the Bylaws of the Association. The number of members of succeeding Boards of Directors shall be as provided from time to time in accordance with these Articles and the Bylaws of the Association. The members of the Board of Directors need not be members of the Association.

The names and street addresses of the persons who are to serve as the first Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Richard A. Barber	206 Echo Hollow Way Maitland, Florida 32751
Ralph S. Spano	207 Michael Drive Maitland, Florida 32751
Gail L. Calder	206 Echo Hollow Way Maitland, Florida 32751

## ARTICLE X

### BYLAWS

The Bylaws of the Association shall be adopted by the first Board of Directors, and may be altered, amended or rescinded in the manner provided for by the Bylaws.

## ARTICLE XI

### TAX EXEMPTION

No part of the net earnings of the Association shall inure to the benefit of or be distributable to its Directors, trustees, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes and powers set forth in Articles II and III hereof. If determined by the Board of Directors, the Association shall qualify as a corporation exempt from Federal income tax under Section 528 of the Internal Revenue Code of 1954 or the corresponding provision to any future Internal Revenue law.

## ARTICLE XII

### DISSOLUTION

The Association may be dissolved, other than incident to a merger or consolidation, with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for

purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XIII

##### INDEMNIFICATION

A. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (including an action or suit by or in the right of the Association to procure a judgment in its favor) by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) actually and reasonably in connection with such action, suit or proceeding if he acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the Association. The termination of any action, suit or proceeding by judgment, order or settlement shall not of itself create a presumption that the person did not act in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the Association.



B. Notwithstanding the provisions of Section A of this Article XIV, no indemnification shall be made in an action or suit by or on the right of the Association to procure a judgment in its favor in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification.

C. To the extent that any such person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections A and B of this Article XIII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

D. Any indemnification under Sections A and B of this Article XIII (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of any such person is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections A and B. Such determination shall be made either (a) by the Board of Directors by a majority

vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion. If the determination is to be made by the Board of Directors, it may rely, as to all questions of law, on the advice of independent counsel.

E. Expenses incurred in defending an action, suit or proceeding, whether civil, administrative or investigative, may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section D of this Article XIII, upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

F. Every reference herein to director or officer shall include former directors or officers, and their respective heirs, executors and administrators. The right of indemnification hereby provided shall not be exclusive of any other rights to which any director or officer may be entitled, including any right under policies of insurance that may be purchased and maintained by the Association or others, with respect to claims, issues or matters in relation to which the Association would not have the power to indemnify such director or officer under the provisions of this Article XIII.

ARTICLE XIV

AMENDMENTS

A. Prior to the time of the recordation of the Declaration, these Articles of Incorporation may be amended by an instrument, in writing, signed by all of the Subscribers to these Articles of Incorporation, or their successors, stating the Article number and the manner of its amendment and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declaration.

B. After the filing of the First Declaration these Articles of Incorporation may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by affirmative vote of at least two-thirds (2/3) of the vote which members present at a special or annual meeting called for such purpose are entitled to cast; and such approval must be by two-thirds (2/3) of the members of the Board of Directors.

ARTICLE XV


SEVERABILITY

Invalidation of any one of these Articles or Sections of Articles by judgment or court order shall in no way effect any other provisions which shall remain in full force or effect.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, we, the undersigned, constituting the Subscribers and Incorporators of this Association, have executed these Articles of Incorporation this 26<sup>th</sup> day of October, 1982.

  
RICHARD A. BARBER (Seal)

  
RALPH S. SPANO (Seal)

  
GAIL L. CALDER (Seal)

FILED

OCT 23 11 20 AM '82

STATE OF FLORIDA )

COUNTY OF ORANGE )

DIVISION OF  
CORPORATIONS  
MIAMI, FLORIDA

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State aforesaid to take acknowledgments and administer oaths, personally appeared RICHARD A. BARBER, RALPH S. SPANO and GAIL L. CALDER, to me well known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes and intents therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid, this 26<sup>th</sup> day of October, 1982.


  
Notary Public, State of  
Florida at Large

My commission expires July 4, 1984  
My Commission Expires July 4, 1984  
Bonded Three Thousand Dollars

ACCEPTANCE BY RESIDENT AGENT

Having been named to accept service of process for the above stated nonprofit corporation, at the place designated in Article VI of these Articles of Incorporation, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 26<sup>th</sup> day of October, 1982.

  
RICHARD A. BARBER  
Resident Agent

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

STATEMENT OF AMENDMENT  
TO ARTICLES OF INCORPORATION  
OF  
SUNRISE OWNERS GROUP, INC.,  
a Florida nonprofit corporation

TO: Department of State  
State of Florida  
Tallahassee, Florida 32304

Pursuant to the provisions of Section 617.02 of the Florida Statutes, the undersigned nonprofit Florida corporation and its subscribers, adopt the following amendments to its Articles of Incorporation filed in the Office of the Department of State, State of Florida, on October 28, 1982, and which has been assigned Charter Number 765061.

1. Sections F, G and H of Article III are deleted in their entirety and new Sections F and G are inserted in their place which provide and state as follows:

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

G. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members."

2. Section E (ii) of Article IV is amended to provide as follows:

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On July 1, 1988."

3. Article IX is deleted in its entirety and a new Article IX is inserted in its place which provides and states as follows:

"The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association.

The names and street addresses of the persons who are to act in the capacity of Directors until the election of their successors, as is provided in the Bylaws of this Association, are:

<u>Name</u>	<u>Address</u>
Richard A. Barber	206 Echo Hollow Way Maitland, Florida 32751
Ralph S. Spano	206 Echo Hollow Way Maitland, Florida 32751
Gail S. Calder	206 Echo Hollow Way Maitland, Florida 32751

At the first annual meeting of the Association members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years. At each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years."

4. Article XII is amended by adding to it an additional sentence which reads and provides as follows:

"This procedure shall be subject to court approval on dissolution pursuant to the provisions of Florida Statute 617.05."

5. Article XIII entitled "Indemnification" is deleted in its entirety.

6. All of Section B of Article XIV is deleted in its entirety, and a new Section B of such Article is inserted in its place, which provides and states as follows:

"B. After the filing of the first Declaration these Articles of Incorporation may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

2. Resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being so proposed it must be submitted to the membership for approval and thereupon receive such approval. Such approval must be by affirmative vote of at least seventy-five percent (75%) of the entire membership."

7. A new and additional Article is added to be known as Article XVI, which provides and states as follows:

#### "ARTICLE XVI

##### ADDITIONAL APPROVALS

As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration, to-wit:

Annexation of additional properties;  
Mergers and consolidations;  
Mortgaging of Common Area;  
Dedication of Common Area; and  
Dissolution and amendment of these Articles."

Each of the undersigned affirm and state:

(a) That this Amendment to the Articles of Incorporation of Sunrise Owners Group, Inc. is pursuant to the provisions and authority of Section 617.02 Florida Statutes, and Section A of Article XIV of such corporation.

(b) The undersigned individuals were all of the subscribers of the original Articles of Incorporation of Sunrise Owners Group, Inc., and still are and remain all of such subscribers.

(c) That the Declaration of Covenants, Conditions and Restrictions referred to in Section B, Article III of the originally filed Articles of Incorporation, has not yet been fully executed nor recorded in the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, for the purpose of amending the Articles of Incorporation of Sunrise Owners Group, Inc. the undersigned, constituting the corporation and all of its subscribers, have executed this Statement of Amendment to Articles of Incorporation, on this the 13<sup>th</sup> day of December, 1982.

SUNRISE OWNERS GROUP, INC.,  
a Florida corporation,

By Richard A. Barber  
Richard A. Barber, President

Attest:

Gail L. Calder  
Gail L. Calder, Secretary

SUBSCRIBERS

Richard A. Barber (Seal)  
RICHARD A. BARBER

Gail L. Calder (Seal)  
GAIL L. CALDER

Ralph S. Spano (Seal)  
RALPH S. SPANO

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 1982, by Richard A. Barber and Gail L. Calder, President and Secretary respectively, of Sunrise Owners Group, Inc., a Florida nonprofit corporation, on behalf of the corporation.

George M. John  
Notary Public, State of  
Florida at Large

My commission expires:  
Notary Public, State of Florida at Large

My Commission Expires July 4, 1984  
Signed this 13th day of December 1982



STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this  
13<sup>th</sup> day of December, 1982, by Richard A. Barber, Gail L.  
Calder and Ralph S. Spano.

*George N. John*  
Notary Public, State of  
Florida at Large

My commission expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires July 4, 1984  
Printed 11/10/82 by John Hancock Inc.

ARTICLES OF MERGER OF FLORIDA NON-PROFIT  
CORPORATION INTO SUNRISE OWNERS' GROUP  
INC., A FLORIDA NON-PROFIT CORPORATION

RECEIVED  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.054,  
Laws of the State of Florida, the undersigned Florida Non-  
profit corporations adopt the following Articles of Merger  
for the purpose of merging them into one of such corpora-  
tions:

1. The following plan of merger was approved by  
the directors and members of each of the undersigned cor-  
porations in the manner prescribed by the Florida  
Statute, the Articles of Incorporation and ByLaws of each of  
said corporation, towit:

As set forth in Agreement of Merger, drafted  
April 6, 1983, attached hereto as Exhibit "A"  
and by this reference expressly made a part  
of these Articles of Merger.

2. The names of the following corporations which  
are parties to the proposed merger are Sunrise Homeowners'  
Association of Seminole County, Inc., a Florida non-  
profit corporation having charter number 74460, and Sunrise  
Owner's Group, Inc., a Florida non-profit corporation,  
having charter number 765061.

3. The surviving corporation in the case of the  
proposed merger is to be Sunrise Owner's Group, Inc., a  
Florida nonprofit corporation.

4. The date of the adoption of the Plan of  
Merger by the Board of Directors of each corporation was on  
April 6, 1983, and the date of the adoption of the Plan of  
Merger by members of each corporation was on May 3, 1983.

5. The members of each of the merging corpora-  
tions have voting rights, and as to each of such merging  
corporations the date of the members meeting at which the  
Plan of Merger was adopted was May 3, 1982. That at such  
membership meetings of each of the merging corporations, a  
quorum of the members were present and that such Plan of  
Merger received at least two-thirds of the votes which the  
members of each corporation present at such meeting or

EXHIBIT  
4

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

represented by proxy were entitled to cast, and additionally, at least two-thirds of the members of each corporation consented in writing to such proposed plan of merger.

6. As to each of the undersigned corporations, the total number of members entitled to vote upon such Plan of Merger, and the number of members of each corporation voting and consenting for such plan or objecting and voting against such plan, respectfully, are as follows:

<u>Sunrise Homeowners Association of Seminole County, Inc.</u>	<u>Number of Members</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
	181	159	None
<u>Sunrise Owners Group, Inc.</u>	<u>Class A</u>	<u>55</u>	<u>49</u>
	<u>Class B</u>	<u>80</u>	<u>No None</u>

7. As to Sunrise Homeowners Association of Seminole County, Inc. it now only has one class of members designated and defined in its Articles of Incorporation as Class A members. As to Sunrise Owners Group, Inc., it now has two classes of members designated and defined in its Articles of Incorporation of Class A and Class B members. Still having Class B membership this merger action by Sunrise Owners Group, Inc. pursuant to its Articles of Incorporation also requires the approval of the Federal Housing Administration or the Veteran's Administration of the United States of America, (as provided for in Article XVI thereof as amended). Such prior approval to this proposed merger has been given by the Veteran's Administration, as is evidenced upon Exhibit "B" attached hereto, and by this reference expressly made a part of these Articles of Merger.

8. The merger is to become effective upon the issuance of a certificate of merger by the Department of State of the State of Florida, as is authorized under Section 617.054(2)(c) Statutes of the State of Florida.

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

DATED this 3<sup>rd</sup> day of May, 1983.

SUNRISE HOMEOWNER'S ASSOCIATION,  
OF SEMINOLE COUNTY, INC.

By: Robert N. Gennaro  
Robert N. Gennaro,  
Its President

Attest: James Pearce  
James Pearce,  
Its Secretary

SUNRISE OWNERS GROUP, INC.

By: Richard A. Barber  
Richard A. Barber,  
Its President

Attest: Gail L. Calder  
Gail L. Calder,  
Its Secretary

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

THE FOREGOING INSTRUMENT was acknowledged  
before me this 3<sup>rd</sup> day of May, 1983, by Robert N.  
Gennaro, and James Pearce, as President and Secretary  
respectively of Sunrise Homeowners' Association of  
Seminole County, Inc., a Florida non-profit corpora-  
tion, on behalf of the corporation.

George N. John  
Notary Public, State of  
Florida, at large

My commission expires:

Notary Public, State of Florida at large.  
My Commission Expires July 4, 1984  
Becomes Notary Public at large

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

THE FOREGOING INSTRUMENT was acknowledged  
before me this 3<sup>rd</sup> day of May, 1983, by Richard A.  
Barber and Gail L. Calder, as President and Secretary  
respectively of Sunrise Homeowners Group, Inc., a  
Florida non-profit corporation, on behalf of the  
corporation.

George N. John  
Notary Public, State of  
Florida, at large

My commission expires:

Notary Public, State of Florida at large  
My Commission Expires July 4, 1984  
Becomes Notary Public at large

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

AGREEMENT OF MERGER

THIS AGREEMENT, is entered into as of the 6th day of April, 1983, by and between:

SUNRISE HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC., a Florida nonprofit corporation, with its principal place of business at: 1413 Ponce deLeon Boulevard, Casselberry, Florida,

being hereinafter referred to as the "Merging Corporation," and

SUNRISE OWNERS GROUP, INC., a Florida nonprofit corporation, having its principal office and place of business at: 1404 El Cajon Court, Casselberry, Florida,

being hereinafter referred to as the "Surviving Corporation," both being hereinafter collectively referred to as the "Constituent Corporations."

W I T N E S S E T H:

WHEREAS, the Merging Corporation was heretofore incorporated under the laws of the State of Florida, its Articles of Incorporation having been issued by the Secretary of State of the State of Florida under date of November 1, 1978, such corporation having been assigned Charter No. 744760 in the Office of the Secretary of State of the State of Florida; and

WHEREAS, the Merging Corporation was heretofore incorporated under the laws of the State of Florida, its Articles of Incorporation having been issued by the Secretary of State of the State of Florida on October 28, 1982, such corporation having been assigned Charter No. 765061 by the Office of the Florida Secretary of State, such Articles of Incorporation having subsequently been amended by Statement of Amendment to Articles of Incorporation filed on December 16, 1982, in the Office of the Secretary of State of the State of Florida; and

WHEREAS, the respective Boards of Directors of said corporations deem it advisable, to the end that greater efficiency, economy of management and utilization of common areas may be accomplished for the benefit of the members of both corporations, and otherwise generally to the advantage and welfare of said corporations and their several and respective members, to merge said corporations under and pursuant to the laws of the State of Florida, such transaction being hereinafter referred to as the "Merger."

NOW, THEREFORE, Sunrise Homeowner's Association of Seminole County, Inc. and Sunrise Owners Group, Inc., both Florida nonprofit corporations, in consideration of the mutual undertakings, representations, agreements and provisions herein contained, it is hereby agreed by and between said parties as follows:

ARTICLE I

THE MERGER

1. Subject to the provisions of Article VI concerning the termination of this Agreement, Sunrise Homeowner's Association of Seminole County, Inc., a Florida nonprofit corporation, shall merge into Sunrise Owners Group, Inc., a Florida nonprofit corporation, on the effective date of the Merger (as defined in Section 7.2 herein), in accordance with the laws of the State of Florida, with Sunrise Owners Group, Inc. being the corporation surviving the Merger as a nonprofit corporation organized and existing under the laws of the State of Florida.

ARTICLE II

CERTAIN RESULTS OF THE MERGER

2.1 Upon the Merger becoming effective and by virtue thereof:

a. The Constituent Corporations shall become and be a single corporation, which shall be the Surviving Corporation, and the separate existence of the Merging Corporation shall cease.

b. The Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Constituent Corporations which, together with all property (real, personal and mixed) of each of the Constituent Corporations, shall be vested in the Surviving Corporation without further act or deed and thereafter shall be as effectively the rights, privileges, powers, immunities and properties of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert to or in any way be impaired by reason of the Merger.

c. The Surviving Corporation shall further succeed to and possess and have full right and authority to exercise all of the powers and privileges and to perform all of the duties and obligations of either of the Constituent Corporations as set forth and provided in the "Declaration" or either of them are enumerated and defined in Section 2.3 of this Agreement of Merger.

d. All rights of creditors and all liens, restrictions and encumbrances upon any properties of the Constituent Corporations shall be preserved unimpaired; the Surviving Corporation shall be subject to all the restrictions, encumbrances, liens, disabilities, duties and obligations of each of the Constituent Corporations; and all debts, liabilities and obligations of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced by it or against it to the same extent as if such debts, liabilities, restrictions, obligations and contracts had been incurred or contracted by it; provided, however, that nothing herein is intended or shall extend or enlarge any obligation or the lien of any encumbrance, agreement or other instrument executed or assumed by any of the Constituent Corporations prior to the Merger.

e. Without limitation of the foregoing provisions of this Section 2.1, all corporate acts, policies, contracts, assessments, approvals and authorizations of the Constituent Corporations, their members, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which do not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, assessments, policies, contracts, approvals and authorization of the Surviving Corporation as they were with respect to the Constituent Corporations.

2.2 Articles of Incorporation, Bylaws, and Officers and Directors of Surviving Corporation. Upon the Merger becoming effective:

a. On the Effective Date of Merger, the Articles of Incorporation of the Surviving Corporation, as amended to date and as it will be amended by the Articles of Merger, shall be the Articles of Incorporation of the Surviving Corporation until it may be further amended as provided by law.

b. The Bylaws of the Surviving Corporation in effect immediately prior to the Merger becoming effective shall be the Bylaws of the Surviving Corporation until amended in the manner provided by law, the Articles of Incorporation of the Surviving Corporation and said Bylaws.

c. The Board of Directors of the Surviving Corporation shall initially consist of nine (9) Directors who need not be members of the Surviving Corporation, each of whom shall hold office until the next Annual Meeting of the members of the Surviving Corporation to be held in 1983, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation or removal. The respective names and places of residence of such Directors are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
<u>Robert N. Gennaro</u>	<u>1413 Ponce de Leon Blvd.</u> <u>Casselberry FL 32708</u>
<u>James H. Pearce</u>	<u>1421 Barcelona Court</u> <u>Casselberry FL 32708</u>
<u>Chris Patsio</u>	<u>1424 Madrid Way</u> <u>Casselberry FL 32708</u>
<u>Ralph S. Spann</u>	<u>1404 El Cajon Court</u> <u>Casselberry FL 32708</u>
<u>Rick Barber</u>	<u>1404 El Cajon Ct.</u> <u>Casselberry FL 32708</u>
<u>Vincent Mazza</u>	<u>1388 Ponce de Leon Blvd.</u> <u>Casselberry FL 32708</u>
<u>Elaine Aviles</u>	<u>1321 Avenue del Sol</u> <u>Casselberry FL 32708</u>
<u>Lou Roman</u>	<u>1318 La Mirada Court</u> <u>Casselberry FL 32708</u>
<u>Robert Ritz</u>	<u>1361 San Luis Court</u> <u>Casselberry FL 32708</u>

The principal officers of the Surviving Corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death or resignation or removal, and their respective places of residence are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>RESIDENCE</u>
President	<u>Robert N. Gennaro</u>	<u>1413 Ponce de Leon Blvd.</u> <u>Casselberry FL 32708</u>
Vice President	<u>Chris Patsio</u>	<u>1424 Madrid Way</u> <u>Casselberry FL 32708</u>
Secretary	<u>James H. Pearce</u>	<u>1421 Barcelona Court</u> <u>Casselberry FL 32708</u>
Treasurer	<u>Vincent Mazza</u>	<u>1388 Ponce de Leon Blvd.</u> <u>Casselberry FL 32708</u>

The Surviving Corporation may have such other officers as is provided for in its Articles of Incorporation or in its Bylaws.

If on the effective date of the Merger a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation or the office to which he is designated,



as the case may be, such vacancy may thereafter be filled in the manner provided by law, the Surviving Corporation's Articles of Incorporation and its Bylaws.

2.3 The Articles of Incorporation of the Surviving Corporation, as amended to date, are to be further changed and amended by the effect of the Merger in that:

a. Section A of Article II is deleted in its entirety and new Section A is inserted in its place which provides and states as follows:

"A. To provide for the maintenance, preservation and architectural control of the residential lots and common areas, within those certain tracts of real property situated in Seminole County, State of Florida, and described as:

Sunrise Unit 1, a subdivision as recorded in Plat Book 21, upon pages 72 and 73; and

Sunrise Unit 2 'A,' a subdivision as recorded in Plat Book 23, upon page 31; and

Sunrise Unit 2 'B,' a subdivision as recorded in Plat Book 24, upon page 62; and

Sunrise Village Unit 1, a subdivision as recorded in Plat Book 26, upon page 88; and

Sunrise Village Unit 2, a subdivision as recorded in Plat Book 27, upon page 19; and

Sunrise Village Unit 3, a subdivision as recorded in Plat Book 27, upon page 59; and

all such additional lands as may be annexed by the Declarant (in the Declaration hereinafter referred to in Section B of Article III of the Articles) pursuant to the terms of such Declaration and so brought under the jurisdiction of this Association, all such real properties being herein referred to as the 'Property.'"

b. Section B of Article III is deleted in its entirety and a new Section B is inserted in its place which provides and states as follows:

"B. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain Declarations of Covenants, Conditions and Restrictions, to-wit:

(1) As recorded on June 6, 1978, in Official Records Book 1172, upon page 597, and recorded on November 9, 1978, in Official Records Book 1195, upon page 1077; and

(2) As recorded on October 2, 1979, in Official Records Book 1246, upon page 302; and

(3) As recorded on October 6, 1980, in Official Records Book 1299, upon page 1808; and

(4) As recorded on December 14, 1982, in Official Records Book 1427, upon page 202; and

(5) As recorded on January 10, 1983, in Official Records Book 1427, upon page 1336; and



(6) As recorded on February 23, 1983, in Official Records Book 1440, upon page 90; and

together with any and all further supplemental or amendatory Declarations of Covenants, Conditions and Restrictions (all hereinafter collectively referred to as the "Declaration"), applicable to the Property or any portion thereof and recorded or to be recorded in the Office of the Clerk of the Circuit Court, and for Seminole County, Florida, and as the same may be amended and extended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length."

c. Article I is amended to set forth the present address of the Surviving Corporation to be "1404 El Cajon Court, Casselberry, Florida."

2.4 From time to time, as and when requested by the Surviving Corporation or its successors or assigns, the Merging Corporation shall execute and deliver all such deeds, assignments, and other instruments and shall take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to assure that there has been vested or perfected in, or to confirm of record or otherwise to, the Surviving Corporation, its title to and possession of all of the property, rights, privileges, assessments, powers and immunities intended herein to be obtained by the Surviving Corporation by virtue of the Merger and otherwise to carry out the purposes of and intents of this Agreement.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

The Merging Corporation represents and warrants to the Surviving Corporation and their members as follows:

3.1 The Merging Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to enter into this agreement.

3.2 The performance and observance of and compliance with the terms and provisions hereof do not conflict with or result in any breach of the terms, conditions or provisions or constitute a default under the Articles of Incorporation or Bylaws of the Merging Corporation, or any agreement, indenture, declaration of restrictions, judgment, obligation, order or decree to which the Merging Corporation is a party.

3.3 There are no agreements, contracts or other instruments to which the Merging Corporation is a party or by which it or any of its respective officers, directors or employees have rights, which would have a material adverse effect upon the Surviving Corporation.

3.4 The members of the Merged Corporation, are every person or entity who presently is a record owner of a fee or undivided interest in any lot in either of the following land subdivisions which are presently recorded in the Public Records of Seminole County, Florida, to-wit:

Sunrise Unit One, a subdivision as recorded in Plat Book 21, upon pages 72-73 (comprised of a total of 76 lots); and

Sunrise Unit Two "A," a subdivision as recorded in Plat Book 23, upon page 31 (comprised of a total of 45 lots); and

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Sunrise Unit Two "B," a subdivision as recorded in Plat Book 24, upon page 62 (comprised of a total of 60 lots);

and that the assent of two-thirds (2/3) of such membership is required for the approval of the Merger.

The Surviving Corporation represents and warrants to the Merging Corporation and their members as follows:

3.5 The performance and observance of and compliance with the terms and provisions hereof do not conflict with or result in any breach of the terms, conditions or provisions or constitute a default under the Articles of Incorporation or Bylaws of the Surviving Corporation, or any agreement, indenture, declaration of restrictions, judgment, obligation, order or decree to which the Surviving Corporation is a party.

3.6 There are no agreements, contracts or other instruments to which the Surviving Corporation is a party or by which it or any of its respective officers, directors or employees have rights, which would have a material adverse effect upon the Surviving Corporation.

3.7 The members of the Surviving Corporation are every person or entity who presently is a record owner of a fee or undivided interest in any lot in either of the following land subdivisions which are presently recorded in the Public Records of Seminole County, Florida, to-wit:

Sunrise Village Unit 1, a subdivision as recorded in Plat Book 26, upon page 88 (comprised of 46 lots); and

Sunrise Village Unit 2, a subdivision as recorded in Plat Book 27, upon page 19 (comprised of 40 lots); and

Sunrise Village Unit 3, a subdivision as recorded in Plat Book 27, upon page 59 (comprised of 49 lots).

The Surviving Corporation also has a Class B member who is The Anden Group of Florida, a Florida general partnership, and such Class B member is entitled to three (3) votes for each lot owned by it in the aforementioned subdivisions of land. And as specifically provided for in the Articles of Incorporation of the Surviving Corporation, the approval of this Merger must have the assent of two-thirds (2/3) of each such class of members.

#### ARTICLE IV

##### CONDUCT PRIOR TO EFFECTIVE TIME OF MERGER

The Constituent Corporations each respectfully agree with the other that, subject to the terms of this Agreement, and except as may be otherwise consented to by the other in writing, it will, from the date of this Agreement to and including the effective date of the Merger, take or refrain from taking, as the case may be, the following actions with respect to its own organization, business and affairs:

4.1 Each shall conduct its business only in the usual and ordinary course.

4.2 Neither shall cause to occur any event, and each shall use its best efforts to prevent the occurrence of any event not within its sole control, which would cause its representations and warranties made herein to be untrue as of the effective date of Merger.

4.3 Each shall permit, authorize, representatives of the other to have access to its properties, books and records in order that each other party may make such investigation of its affairs as it deems desirable; and it shall furnish to representatives of the others such information concerning its membership, business affairs and activities as the representative of the other may from time to time request.

4.4 The Constituent Corporations shall cause this Agreement to be submitted to its Board of Directors in a manner prescribed by law as promptly as is practical after the date of this Agreement, and after its approval by the Board of Directors of the Constituent Corporations this Agreement will be submitted to the members in the manner prescribed by law as promptly as is practicable after the date of the approval of this Agreement by the Boards of Directors of the Constituent Corporations, and the Constituent Corporations shall use their best efforts to obtain the necessary affirmative votes of their members in favor of this Agreement as may be required to authorize this Agreement and the Merger pursuant hereto.

#### ARTICLE V

##### CONDITIONS OF CLOSING

The obligation of each of the parties to this Agreement shall be performed by it subject to the satisfaction, on or before the Closing Date (as defined in Section 7.1) of the following conditions:

5.1 The representations and warranties made in this Agreement by the other party hereto, when construed as representations and warranties made as of the closing date shall be true and correct as of the closing date except for any changes required, permitted or contemplated by this Agreement or other transactions consented to by the parties to whom the representations and warranties are made.

5.2 The parties shall have substantially performed and complied with all material agreements, obligations and restrictions required by this Agreement to be performed or complied by them prior to the Closing Date.

5.3 The Boards of Directors and members of each of the Constituent Corporations shall have authorized and approved the Merger in the manner required by their respective Articles of Incorporation, Bylaws and all other applicable law.

#### ARTICLE VI

##### TERMINATION AND ABANDONMENT

6.1 Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned at any time (whether before or after approval by members) prior to the effective date of Merger as follows:

(a) By the mutual consent of the Boards of Directors of the Constituent Corporations prior to member approval.

(b) By the Boards of Directors of either party hereto, if any of the conditions to its obligations under this Agreement have not been performed, satisfied or waived on or prior to the closing date.

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FOR SCANNING /

(c) By the Board of Directors of any of the constituent parties, if any action, or proceeding is instituted and pending, or is threatened against the parties hereto or any of them or any of their respective directors or officers, seeking to restrain or prohibit the consummation of the Merger or change the forms of this Agreement or take damages or other relief in connection with this Agreement, the Merger or the securing of the members approval thereof which, in the reasonable judgment of the Board of Directors of such party makes it inadvisable to consummate the Merger.

(d) By the Board of Directors of any of the Constituent Corporations if the Merger has not been made effective on or before the 1st day of June, 1983.

#### ARTICLE VII

##### CLOSING DATE AND PROCEDURE

7.1 The date of closing ("Closing Date") shall be the 1st day of September, 1983, or such earlier or later date as the Constituent Corporations may affix by mutual agreement.

7.2 On or merely prior to the Closing Date, the parties hereto shall exchange applicable documents pursuant to the terms of this Agreement and shall cause to be executed, delivered, filed and recorded all instruments, approvals and consents and shall cause all other acts to be done, as shall be required to make the Merger effective under their respective Articles of Incorporation, Bylaws and laws of the State of Florida. The Merger shall thereupon become effective as of 5:00 o'clock P.M. on the date when the last steps to make the Merger effective under the aforesaid Articles of Incorporation, Bylaws and laws shall be completed (the "Effective Date of the Merger"). Thereafter, the Constituent Corporations shall promptly notify all of their members of the consummation of the Merger and its effective date.

7.3 On or before the Closing Date, each of the parties hereto shall deliver to the other such instruments, documents, consents, Affidavits as may be reasonably requested by counsel in order to carry out the purposes of this Agreement, such instruments and documents to be in form and substance satisfactory to counsel.

#### ARTICLE VIII

##### MISCELLANEOUS

8.1 For the convenience of the parties hereto and to facilitate the filing hereof with appropriate governmental authorities, this Agreement may be executed in one or more counterparts, each which shall be deemed to be an original.

8.2 Any notices or other communications required to be or permitted under this Agreement shall be sufficiently given if delivered or sent by first class certified mail return receipt requested, or by telegram or personal delivery addressed as follows:

In the case of the Merging Corporation:

Sunrise Homeowner's Association of Seminole County, Inc.  
Attn: Robert Genero, President  
1413 Ponce deLeon Boulevard  
Casselberry, Florida

In the case of Sunrise Owners Group, Inc.  
Attn: Richard A. Barber, President  
1404 El Cajon Court  
Casselberry, Florida 32708

8.2 Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the Constituent Corporations or by their respective officers authorized by such Boards of Directors at any time prior to the Effective Date of the Merger with respect to any of the terms contained herein.

8.3 This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other.

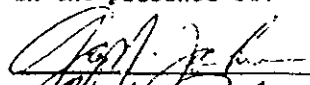
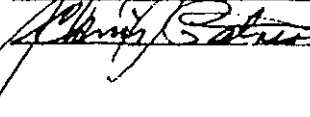
8.4 This Agreement and the legal relations between the parties shall be governed and construed in accordance with the laws of the State of Florida.

8.5 The headings of the Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

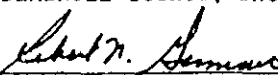
8.6 This Agreement, including any documents referred to herein which form a part hereof, contain the entire understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and discussions and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement of Merger to be signed in its corporate name by its President and its corporate seal to be affixed hereto and attested by its Secretary, all as of the date first above written.

Signed, sealed and delivered  
in the presence of:

SUNRISE HOMEOWNER'S ASSOCIATION  
OF SEMINOLE COUNTY, INC.

By   
Robert N. Gennaro, Its President

Attest:

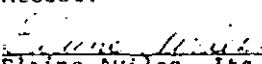
  
James Pearce, Its Secretary

(Corporate Seal)

SUNRISE OWNERS GROUP, INC.

By   
Richard A. Barber, Its President

Attest:

  
Elaine Aviles, Its Asst. Secretary

(Corporate Seal)

<b>ACKNOWLEDGMENT OF RECEIPT OF CERTIFIED EXHIBITS</b>		VA REGIONAL OFFICE <b>St. Petersburg</b> DATE OF ACKNOWLEDGMENT <b>5-16-83</b>
NAME OF SUBMITTER <b>The Anden Group</b>	SPONSOR'S TELEPHONE NO. (Include Area Code)	VA FILE NUMBER <b>ASP 666-0</b>
ADDRESS (Include Number, street or rural route, city, state) <b>1704 El Cajon Ct. Casselberry, FL 32708</b>	SUBDIVISION NAME <b>Sunrise Village</b>	TRACT NUMBER <b>Unit 3</b>
	LOCATION <b>Seminole Co. FL.</b>	

STATUS OF SUBMITTAL

- ☐ THE CERTIFIED EXHIBITS YOU SUBMIT BY FILE NUMBER SHOWN ABOVE IN A. ARE RECEIVED ON \_\_\_\_\_ AND PROCESSING WILL BEGIN IMMEDIATELY. PLEASE REFER TO THE PENDENCE REGARDING THIS SUBMITTAL.
- ☐ YOUR SUBMITTAL IS INCOMPLETE AND IS BEING RETURNED. THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE YOUR SUBMITTAL

VA interposes no objection to the merging of Sunrise Homeowners Association with Sunrise Owners Group.

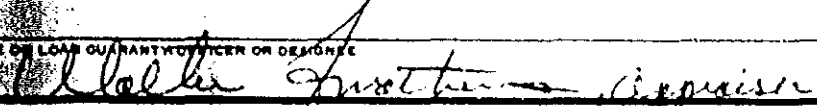
Please submit recorded plats for all units affected by the merger and the revised operating budget of Sunrise Owners Group.

VA presently has the recorded plat for only Unit 2.

Please complete the merger as per George N. John Esq letter to VA dtd May 4, 1983 and forward the filed copy of the amended Articles of Incorporation.

VA Subdivision Conditions letter for Sunrise Village Unit 3 dtd 4/28-83 remains unchanged.

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SIGNATURE OF LOAN GUARANTY OFFICER OR DESIGNEE 	<b>EXHIBIT B 1</b>
--	--------------------

OF

SUNRISE OWNERS GROUP, INC.  
a Florida nonprofit corporation

ARTICLE I

NAME AND LOCATION. The name of the corporation is SUNRISE OWNERS GROUP, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 206 Echo Hollow Way, Maitland, Florida 32751, but meetings of members and directors may be held at such places within the State of Florida, County of Seminole, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to Sunrise Owners Group, Inc., its successors and assigns.

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

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

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

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

Section 6. "Declarant" shall mean and refer to The Anden Group of Florida, a Florida General partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of Clerk, Circuit Court of Seminole County, Florida.

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



## ARTICLE III

### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ( $\frac{1}{4}$ ) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third ( $\frac{1}{3}$ ) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.



#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

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

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

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

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

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

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

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

#### President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Sunrise Owners Group, Inc.,  
a Florida nonprofit corporation.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO  
BY-LAWS OF SUNRISE OWNERS GROUP, INC.**

OFFICIAL RECORDS  
BOOK PAGE  
3085 1934  
SEMIHOLE CO. FL

WHEREAS, the Board of Directors determined that an amendment to the Subdivision's By-Laws is necessary to afford the Association flexibility in enforcing its governing documents and in amending its documents in the face of apathy of members which might adversely impact on the preservation of the values and welfare of residents within the subdivision; and

WHEREAS, Article XIII, Section 1 of the By-Laws provides that the By-Laws may be amended by a majority of a quorum of the members present in person or by proxy at a duly called meeting of the members, and

WHEREAS, the Association approved, by a vote of the members, certain amendments to By-laws at a duly called meeting of the members held on January 9, 1996 at which a quorum of the members was present, and at which the members present in person or by proxy voted to approve the proposed amendment attached hereto, and

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 10 day of MAY, 1996.

(Corporate Seal)

SUNRISE OWNERS  
GROUP, INC.

Tony D. Manno  
President

Mary W. Henrich  
Secretary

ATTEST:

Prepared by & Return to:

Paul L. Wean, Esquire  
1305 East Robinson St. Ste C  
Orlando, FL 32801  
(407) 894-0040



STATE OF FLORIDA:  
COUNTY OF SEMINOLE:

BEFORE ME, the undersigned authority, personally appeared  
Toni De Marco, PRESIDENT, and Marilyn Hewch  
SECRETARY, to me personally known and did take an oath, and acknowledged  
before me that they freely and voluntarily executed the same in such capacity, under  
authority vested in them.

WITNESS my hand and official seal in the State and County last aforesaid, this  
10th day of May, 1996.



JEAN H. SMITH  
My Comm Exp. 6/15/99  
Bonded By Service Ins  
No. CC472835  
☒ Personally Known ☐ Notary I.D.

Jean H. Smith  
Notary Public, State of Florida at Large

Printed Name: JEAN H. SMITH

My commission expires: 6/15/99

Official Records  
BOOK ... PAGE  
3085 1935  
SEMINOLE CO. FL.



# PROPOSED AMENDMENT TO THE BY-LAWS OF SUNRISE OWNERS GROUP, INC.

Additional text indicated by underlining  
Deleted text indicated by strike through

OFFICIAL RECORDS  
BOOK PAGE  
3085 1936  
SEMINOLE CO. FL.

## ARTICLE III

### MEETING OF MEMBERS

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one-third (1/3)~~ ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting ~~from time to time, without notice other than announcement at the meeting, until a quorum aforesaid shall be present or be represented:~~ to a time and date certain. At the reconvened meeting, the percentage of members necessary to constitute a quorum shall be equal to the number of members present in person or by proxy.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

#### Section 1. Powers.

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(f) collect its attorneys' fees and costs, including those incurred prior to institution of formal legal proceedings as well as those incurred in legal proceedings in which the Association is the prevailing party (including any related appellate proceedings), expended in enforcing any of the covenants, conditions and restrictions arising under the Declaration of Covenants, Conditions and Restrictions, or in enforcing any of the duties and obligations arising under the Articles of Incorporation and By-Laws of the Sunrise Owners Group, Inc., or in enforcing any rule or architectural criteria promulgated under the authority of the foregoing documents.

(g) levy a fine against an owner in the maximum amount allowable by law for each violation by the owner or his or her tenants, guests or visitors of the Declaration, Articles, By-Laws, or rules or regulations, and a separate fine for each repeat or continued violation; provided, however, written notice of the nature of the violation and an opportunity

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority. Any fine levied shall become a lien and shall be collected in the same manner as maintenance assessments as provided for in Article IV of the Declaration.

OFFICIAL RECORDS  
BOOK . . . PAGE  
3085 1937  
SEMIHOLE CO. FL.

Lot 20, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Francisco Torres  
Nancy Marcano-Torres  
1301 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 35, Sunrise Unit 1, According to the Plat thereof as recorded in Plat Book 21, Pages 72-73, of the Public Records of Seminole County, Florida.

Fred Daniel Stringer  
Sylvia Banks Stringer  
1304 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 67, SUNRISE, UNIT ONE, according to the plat thereof as recorded in Plat Book 21, at Pages 22 and 23, of the Public Records of Seminole County, Florida.

William P. McCue  
Linda S. McCue  
1304 Avenue Del Sol  
Winter Springs, FL 32708

Lot 19, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72-73, Public Records of Seminole County, Florida.

Adib C. Ammoun  
Lydia C. Ammoun  
1305 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 60, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, pages 72 & 73, Public Records of Seminole County, Florida.

Stephen G. Jones  
Susan H. Jones  
1305 Avenue Del Sol  
Winter Springs, FL 32708

Lot 36, Sunrise Unit One, according to the plat thereof, as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida, less that portion conveyed to Seminole County recorded in Official Records Book 2287, Page 503.

Jose F. Perdomo  
1308 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 18, Sunrise Unit 1, according to the plat thereof as recorded in Plat Book 21, Page 72 and 73, Public Records of Seminole County, Florida.

Ronald Rhodes, Co-Trustees  
Mary Rhodes, Co-Trustees under Agreement dated the 7<sup>th</sup> day of September, 2007  
1309 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 59, SUNRISE, UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73 of the Public Records of Seminole County, Florida.

Michael D. Brown  
1309 Avenue Del Sol  
Winter Springs, FL 32708

Lot 17, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Robert S. Linen, Jr.  
Angella Linen  
1313 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 58, Sunrise Unit One, according to the plat thereof, as recorded in Plat Book 21, pages 72 and 73, Public Records of Seminole County, Florida.

Joshua Hampson  
1313 Avenue Del Sol  
Winter Springs, FL 32708

Lot 16, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Page(s) 72 and 73, Public Records of Seminole County, Florida.

Kenneth Times  
Dionne C. Times  
1317 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 57, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Robert G. Miller  
Carol L. Miller  
1317 Avenue Del Sol  
Winter Springs, FL 32708

LOT 73, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Randy Pope  
William H. Pope  
1320 Avenue Del Sol  
Winter Springs, FL 32708

Lot 15, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Page 72-73, of the Public Records of Seminole County, Florida.

Jose M. Villar  
1321 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 56, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Hector M. Aviles  
Ellen Aviles  
1321 Avenue Del Sol  
Winter Springs, FL 32708



Lot 47, SUNRISE, UNIT ONE, according to the Plat thereof, as recorded in Plat Book 21, Pages 72 and 73 of the Public Records of Seminole County, Florida.

Martha E. Castrillon  
1324 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 74, Sunrise Unit One, according to the plat thereof, as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Julio Andrade  
Sheilah R. Andrade  
1324 Avenue Del Sol  
Winter Springs, FL 32708

Lot 14, Sunrise, Unit One, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Ramon Ruiz  
Rocio Ruiz  
1325 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 55, Sunrise, Unit One, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Agatino Valenti, Sr.  
Giacomo Valenti  
Lillian Valenti  
1325 Avenue Del Sol  
Winter Springs, FL 32708

Lot 48, Sunrise Unit One, according to the Plat thereof as recorded in Plat Book 21, Page 72, Public Records of Seminole County, Florida.

Danny E. Suggs  
Andrea Suggs  
1328 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 75, Sunrise Unit One, according to the Plat thereof, as recorded in Plat Book 21, Pages 72-73 of the Public Records of Seminole County, Florida.

Oris M. Torres  
Manuel Genao  
Maudee B. Genao  
1328 Avenue Del Sol  
Winter Springs, FL 32708

Lot 13, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Page 72 and 73, Public Records of Seminole County, Florida.

John Laudani, III  
Melissa Laudani  
1329 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 54, Sunrise, Unit One, according to the Plat thereof, as recorded in Plat Book 21, Pages 72 & 73, Public Records of Seminole County, Florida.

Phillip T. Taff  
Sharon S. Taff  
1329 Avenue Del Sol  
Winter Springs, FL 32708

Lot 76, SUNRISE UNIT ONE, according to the plat thereof recorded in Plat Book 21, Page 72 & 73, Public Records of Seminole County, Florida.

Cecil C. Capleton  
Sheril S. Capleton  
1332 Avenue Del Sol  
Winter Springs, FL 32708

Lot 12, Sunrise Unit One, according to the Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Steven Velez  
Blanca I Velez  
1333 Avenue De Los Toros  
Winter Springs, FL 32708

Lot 63, Sunrise, Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Felicita Gonzalez  
1384 Madrid Way  
Winter Springs, FL 32708

Lot 62, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Julie M. Jarrell  
1388 Madrid Way  
Winter Springs, FL 32708

Lot 69, SUNRISE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

John Laudani, Jr.  
Antonia Laudani  
1388 Santiago Court  
Winter Springs, FL 32708

Lot 64, Sunrise Unit One, according to the plat thereof recorded in Plat Book 21, Page 72 and 73, Public Records of Seminole County, Florida.

Sonia M. Cruz  
1389 Madrid Way  
Winter Springs, FL 32708

Lot 70, SUNRISE UNIT ONE, according to the plat thereof, recorded in Plat Book 21, Page(s) 72 and 73, of the Public Records of Seminole County, Florida.

Richard M. Jacobson  
1389 Santiago Court  
Winter Springs, FL 32708

Lot 61, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Santos Garcia  
Susana M. Garcia  
1392 Madrid Way  
Winter Springs, FL 32708

Lot 68, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73 of the Public Records of Seminole County, Florida.

John M. Eslich  
Nancy A. Eslich  
1392 Santiago Court  
Winter Springs, FL 32708

Lot 65, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Linda C. Lennox  
George C. Lennox, III  
1393 Madrid Way  
Winter Springs, FL 32708

Lot 71, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

John Laudani, Jr.  
Antonia Laudani  
1393 Santiago Court  
Winter Springs, FL 32708

Lot 66, SUNRISE, Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Cynthia D. Stephens a/k/a  
Cynthia D. Stone  
1397 Madrid Way  
Winter Springs, FL 32708

Lot 72, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Jose A. Merced  
Norma I. Merced  
1397 Santiago Court  
Winter Springs, FL 32708

Lot 41, SUNRISE, UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, pages 72-73, Public Records of Seminole, Florida.

David E. Espey  
Sandra A. Marler  
1400 Barcelona Court  
Winter Springs, FL 32708

Lot 53, SUNRISE, UNIT ONE, according to the map or plat thereof, as recorded in Plat Book 21, Page 72 and 73, of the Public Records of Seminole County, Florida.

William Davis  
Lillian Davis  
1400 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 42, Sunrise Unit One, according to the plat thereof, as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Myrna L. Greenwald  
1401 Barcelona Court  
Winter Springs, FL 32708

Lot 30, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Mike Cromer  
Raine Clemons  
1401 Madrid Way  
Winter Springs, FL 32708

Lot 1, Sunrise Unit One, according to the plat thereof, as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Frankie Rodriguez, Jr.  
Leonard Smith  
1401 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 40, SUNRISE UNIT ONE, according to the plat thereof recorded in Plat Book 21, Page 72 and 73, Public Records of Seminole County, Florida.

Ryan C. Shilton  
Kelly A. Shilton  
1404 Barcelona Court  
Winter Springs, FL 32708

Lot 29, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21 Pages 72 and 73, Public Records of Seminole County, Florida.

Inocencia Delvalle  
1404 Madrid Way  
Winter Springs, FL 32708

Lot 52, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21 Pages 72 and 73, Public Records of Seminole County, Florida.

Douglas S. Tomlinson  
Sherrie Tomlinson  
1404 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 43 of SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Joseph M. Stacey  
1405 Barcelona Court  
Winter Springs, FL 32708

Lot 31, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21 Pages 72 and 73, Public Records of Seminole County, Florida.

Nasser Yanes  
1405 Madrid Way  
Winter Springs, FL 32708

Lot 2, of SUNRISE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 21, at Page(s) 72 and 73, of the Public Records of Seminole County, Florida.

Moises Ponce  
Luz C. Ponce  
1405 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 39, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Robert A. Hair  
1408 Barcelona Court  
Winter Springs, FL 32708

Lot 28, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21 Pages 72 and 73, Public Records of Seminole County, Florida.

Fernando Santiago  
1408 Madrid Way  
Winter Springs, FL 32708

Lot 51, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21 Pages 72 and 73, Public Records of Seminole County, Florida.

Tammy D. Offenbacher  
1408 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 44, SUNRISE UNIT ONE, according to the Plat thereof, recorded in Plat Book 21, pages 72 and 73 of the Public Records of Seminole County, Florida.

Gustavo Rodriguez, Co-Trustee  
Nilda Bienes, Co-Trustee of the  
Gustavo Rodriguez Revocable  
Trust, Dated January 21, 2004  
with a Life Estate to Gustavo  
Rodriguez  
1409 Barcelona Court  
Winter Springs, FL 32708

Lot 32, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21, Page 72-73, of the Public Records of Seminole County, Florida.

Jesus Morales  
Elsa Lopez-Morales  
1409 Madrid Way  
Winter Springs, FL 32708

Lot 3, Sunrise, Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

John J. Gunderson  
Margaret M. Gunderson  
1409 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 38, SUNRISE, UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Page 72, Public Records of Seminole County, Florida.

Carol M. Perry  
1412 Barcelona Court  
Winter Springs, FL 32708

Lot 27, SUNRISE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 21, pages 72 and 73, of the Public Records of Seminole County, Florida.

Jose M. Morales, Jr.  
Nitcha Morales  
1412 Madrid Way  
Winter Springs, FL 32708

Lot 50, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Eric R. Eiermann  
Jacqueline A. Eiermann  
1412 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 45, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Mary Ann Frasch Hoyt, Trustee  
of the Mary Ann Frasch Hoyt  
Revocable Living Trust, dated  
June 24, 2003  
with a Life Estate to Mary Ann  
Frasch Hoyt  
1413 Barcelona Court  
Winter Springs, FL 32708

Lot 33, SUNRISE UNIT ONE, according to the plat thereof, recorded in Plat Book 21, Page 72-73 of the Public Records of Seminole County, Florida.

Shahid U. Sahibzada  
Kishwar Sahibzada  
1413 Madrid Way  
Winter Springs, FL 32708

Lot 26 of SUNRISE UNIT ONE, according to the plat thereof, as recorded in Plat Book 21, at Pages 72 and 73, of the Public Records of Seminole County, Florida.

Harvey L. Marshall, Jr.  
1416 Madrid Way  
Winter Springs, FL 32708

Lot 49, SUNRISE UNIT ONE, according to the Plat thereof recorded in Plat Book 21, Page 72-73, of the Public Records of Seminole County, Florida.

Victor M. de la Flor  
Carmen E. de la Flor  
1416 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 34, of SUNRISE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 21, at Page 72 and 73, of the Public Records of Seminole County, Florida.

Michael Saxton  
Bonnie Saxton  
1417 Madrid Way  
Winter Springs, FL 32708

Lot 5 of SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Dianne E. Carter  
1417 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 37, Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Paul A. Taylor  
Sandra L. Taylor  
1420 Barcelona Court  
Winter Springs, FL 32708

Lot 25, Sunrise, Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Jose A. Cajigas  
Wilfredo Rodriguez  
1420 Madrid Way  
Winter Springs, FL 32708

Lot 11, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Page 72-73, of the Public Records of Seminole County, Florida.

Brian Pieper  
Theresa A. Pieper  
1420 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 46, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

James H. Pearce  
1421 Barcelona Court  
Winter Springs, FL 32708

Lot 6, SUNRISE UNIT 1, according to the plat thereof, recorded in Plat Book 21, Page 72 & 73 of the Public Records of Seminole County, Florida.

Linda Hampshire  
Andrew J. Fekete  
Brenda Fekete  
1421 Ponce De Leon Blvd.  
Winter Springs, FL 32708

LOT 24, Sunrise unit 1, according to the Plat thereof as recorded in Plat Book 21, Pages 72 though 73, Public records of Seminole County, Florida.

Clara M. Mendoza  
1424 Madrid Way  
Winter Springs, FL 32708

Lot 21, SUNRISE UNIT ONE, according to the Plat thereof as recorded in Plat Book 21, Page 72-73, of the Public Records of Seminole County, Florida.

Robert D. Watt  
1425 Madrid Way  
Winter Springs, FL 32708

Lot 7, Sunrise, Unit One, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Sandra J. Ford  
Dennis Ford  
1425 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 23, SUNRISE UNIT ONE, according to the plat thereof as recorded in Plat Book 21, Pages 72 and 73, Public Records of Seminole County, Florida.

Joanna L. Polk  
1428 Madrid Way  
Winter Springs, FL 32708

Lot 22, Sunrise Unit One, according to the plat thereof, as recorded in Plat Book 21, Page(s) 72 and 73, of the Public Records of Seminole County, Florida.

Milano 1 LLC, with a Life Estate to William B. Briggie and Claudette Briggie  
1429 Madrid Way  
Winter Springs, FL 32708

Lot 8, Sunrise Unit One, according to the plat thereof, as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida, less that portion conveyed to Seminole County recorded in Official Records Book 2287, Page 503.

Jorge H. Cruz  
1429 Ponce De Leon Blvd.  
Winter Springs, FL 32708

LOT 9, SUNRISE UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 72 AND 73, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS, COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID LOT 9, FOR A POINT OF BEGINNING, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF SOUTH CITRUS ROAD (50 FEET WIDE) WITH THE NORTHERLY RIGHT OF WAY LINE OF RED BUG LAKE ROAD; THENCE RUN SOUTH 88 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 18.77 FEET; THENCE RUN NORTH 48 DEGREES 11 MINUTES TWO SECONDS EAST, A DISTANCE OF 13.53 FEET TO THE NORTHEASTERLY LINE OF LOT 9; THENCE SOUTH 45 DEGREES 32 MINUTES 17 SECONDS EAST, ALONG SAID NORTHEASTERLY LOT LINE, 12.16 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN WARRANTY DEED IN OFFICIAL RECORDS BOOK 2306, PAGE 129, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Katie B. Hollerman  
1433 Ponce De Leon Blvd.  
Winter Springs, FL 32708

Lot 10, SUNRISE UNIT ONE, according to the plat thereof, as recorded in Plat Book 21, Pages 72 and 73, of the Public Records of Seminole County, Florida.

Arno C. Moellenhoff  
Naomi J. Moellenhoff  
1437 Ponce De Leon Blvd.  
Winter Springs, FL 32708





STATE OF FLORIDA

## DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

CHARLIE CRIST  
Governor

THOMAS G. PELHAM  
Secretary

October 16, 2009

Elizabeth A. Lanham-Patrie, Esquire  
Taylor & Carls, P.A.  
150 North Westmonte Drive  
Altamonte Springs, Florida 32714

RE: Sunrise Unit One - Covenant Revitalization  
Sunrise Owners Group, Inc.  
DCA09-HA-339

Dear Mr. Clouse:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Sunrise Unit One / Sunrise Owners Group, Inc., and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.).

Please be advised that Sections 720.407(1) and (2), F.S. require that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division. The president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association, and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records. Unless we hear from you within 30 days to make other arrangements, the paper documents you submitted to the Department of Community Affairs will be disposed of after they have been scanned for electronic storage.



2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100  
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦  
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

Elizabeth A. Lanham-Patrie, Esq.  
DCA09-HA-339  
Page 2

If you have any questions concerning this matter, please contact Leslie O. Anderson-Adams, Assistant General Counsel at (850) 922-1689 or Johnna Mattson, Plan Processor at (850) 921-3761.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Gauthier".

Charles Gauthier, AICP  
Director, Division of Community Planning

CG/laa

**NOTICE OF RIGHTS**

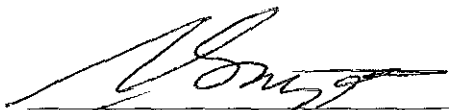
ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 16th day of OCT, 2009.

  
\_\_\_\_\_  
Paula P. Ford  
Agency Clerk

**By U.S. Mail**

Elizabeth A. Lanham-Patrie, Esquire  
Taylor & Carls, P.A.  
150 North Westmonte Drive  
Altamonte Springs, Florida 32714

**By Interoffice Delivery**

Leslie O. Anderson-Adams  
Assistant General Counsel  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Johnna Mattson  
Plan Processor  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

This instrument prepared by and  
should be returned to:

Elizabeth A. Lanham-Patrie, Esq.  
TAYLOR & CARLS, P.A.  
150 N. Westmonte Dr.  
Altamonte Springs, FL 32714  
(407) 660-1040

MR NNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07175 Pgs 0700 - 798; (99pgs)  
CLERK'S # 2009044930  
RECORDED 04/28/2009 02:33:35 PM  
RECORDING FEES 843.00  
RECORDED BY T Smith

**NOTICE OF PRESERVATION OF  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS NOTICE** is being recorded pursuant to Section 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the documents listed on attached Composite Exhibit "A" (hereinafter referred to as "Declarations"), copies of which are also attached hereto as Composite Exhibit "A":

The property affected by this Notice is described on Exhibit "B", which is attached hereto.

The name and address of the homeowners' association filing this Notice on behalf of the Members is Sunrise Owners Group, Inc., a Florida nonprofit corporation, c/o Joe Frasca, Property Manager, Preferred Community Management, Post Office Box 677307, Orlando, FL 32867-7307 (hereinafter "Association").

Attached hereto as Exhibit "C" is an affidavit executed by the President of the Association affirming that the meeting's date, time, place and the statement required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declarations.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declarations was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on February 2, 2009.

**EXECUTED** at WINTER SPRINGS (city), Seminole County, Florida, on this 6 day of APRIL, 2009.

WITNESSES:

[Signature]  
Print Name: John Watts

[Signature]  
Print Name: GABRIELA BABST

**SUNRISE OWNERS GROUP, INC.**

By: [Signature]  
Print Name: Antoinette Jablonski

Address: 1385 Ponce de Leon Blvd  
Winter Spg FL 32708

John Watts

Print Name: John Watts

[Signature]

Print Name: GABRIELA BOESCH

Attest: Monica C Boesen

Print Name: Monica Boesen

Secretary

Address: 1388 POINCE DE LEON BLVD

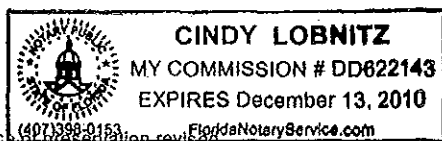
WINTER SPRINGS, FL 32708

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 6 day of April, 2009, by Antoinette Jablonski and Monica Boesen, as the President and Secretary, respectively, of **SUNRISE OWNERS GROUP, INC.**, a Florida not-for-profit corporation, who (check one) ☒ are personally known to me or ☐ produced (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 6 day of April, 2009.



Sog001 MRTA notice of presentation rev 1/09

Cindy Lobnitz  
Notary Public State of Florida

Print Name: Cindy Lobnitz

Commission No.: DD622143

My Commission Expires: 12-13-2010

*Composite*  
EXHIBIT "A"

1. Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1246, Page 302, Public Records of Seminole County, Florida on October 2, 1979.
2. Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1299, Page 1808, Public Records of Seminole County, Florida on October 6, 1980.
3. ☒ Affidavit of Resolution of Annexation recorded at Official Records Book 1305, Page 1398 on November 11, 1980.
4. Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1422, Page 1103, Public Records of Seminole County, Florida on August 17, 1982.
5. Declaration of Covenants, Conditions and Restrictions for Sunrise Owners Group, Inc., recorded at Official Records Book 1427, Page 0202, Public Records of Seminole County, Florida on December 14, 1982.
6. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1431, Page 1336, Public Records of Seminole County, Florida on June 10, 1983.
7. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1440, Page 90, Public Records of Seminole County, Florida on February 23, 1983.
8. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1471, Page 1720, Public Records of Seminole County, Florida on July 13, 1983.
9. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1471, Page 1723, Public Records of Seminole County, Florida on July 13, 1983.
10. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1517, Page 703, Public Records of Seminole County, Florida on January 16, 1984.
11. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1571, Page 940, Public Records of Seminole County, Florida on August 15, 1984.
12. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1590, Page 1331, Public Records of Seminole County, Florida on November 1, 1984.

13. ☐ Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1707, Page 1698, Public Records of Seminole County, Florida on February 4, 1986.
14. ☒ Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1748, Page 193, Public Records of Seminole County, Florida on July 2, 1986.
15. ☐ Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1816, Page 282, Public Records of Seminole County, Florida on February 5, 1987.
16. ☒ Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 1820, Page 401, Public Records of Seminole County, Florida on February 19, 1987.
17. ☒ Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 2035, Page 615, Public Records of Seminole County, Florida on January 23, 1989.
18. ☒ Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 2035, Page 618, Public Records of Seminole County, Florida on January 23, 1989.

Exhibit "A" to MRTA

## EXHIBIT "B"

The property affected by this Preservation is described as follows:

1. Sunrise Unit Two "A", according to the plat thereof as recorded in Plat Book 23, Pages 31, Public Records of Seminole County, Florida;
2. Sunrise Unit Two "B", according to the plat thereof as recorded in Plat Book 24, Pages 62 and 63, Public Records of Seminole County, Florida;
3. Sunrise Village, Unit I, according to the plat thereof as recorded in Plat Book 26, Pages 88, Public Records of Seminole County, Florida;
4. Lots 47 through 86, both inclusive, and Tracts A, B, C, E and F of SUNRISE VILLAGE UNIT 2, a subdivision according to the plat thereof as recorded in Plat Book 27, upon page 19, of the Public Records of Seminole County, Florida;
5. Lots 87 through 135, both inclusive, and Tracts A and B of SUNRISE VILLAGE UNIT 3, a subdivision according to the plat thereof as recorded in Plat Book 27, upon page 59, of the Public Records of Seminole County, Florida;
6. Lots 182 through 219, both inclusive, and Tracts G and H of SUNRISE UNIT TWO "C", a subdivision according to the plat thereof as recorded in Plat Book 28, upon page 43, of the Public Records of Seminole County, Florida;
7. Lots 220 through 257, both inclusive, and Tract J of SUNRISE UNIT TWO "D", a subdivision according to the plat thereof as recorded in Plat Book 28, upon page 44, of the Public Records of Seminole County, Florida;
8. Lots 136 through 208, both inclusive, and Tracts A, B, C, and D of SUNRISE VILLAGE UNIT 4, a subdivision according to the plat thereof as recorded in Plat Book 29, upon page 38 and 39, of the Public Records of Seminole County, Florida;
9. Lots 209 through 285, both inclusive, and Tracts, "E", "F", "G", "H", "J", "K", and "L" of SUNRISE VILLAGE UNIT 5, a subdivision according to the plat thereof as recorded in Plat Book 30, upon page 77, of the Public Records of Seminole County, Florida;
10. Lots 1 through 30, both inclusive, of SUNRISE ESTATES UNIT 1, a subdivision according to the plat thereof as recorded in Plat Book 31, upon page 24, of the Public Records of Seminole County, Florida;
11. Lots 31 through 84, both inclusive, and Tracts "A," "B" and "C," SUNRISE ESTATES UNIT 2, a subdivision according to the plat thereof as recorded in Plat Book 34, upon Pages 19 through 20 both inclusive of the Public Records of Seminole County, Florida;
12. Lots 286 through 343, both inclusive, and Tracts, "A", "B", and "C" SUNRISE VILLAGE UNIT 6, a subdivision according to the plat thereof as recorded in Plat



Book 34, upon page 99, of the Public Records of Seminole County, Florida;

13. Lots 55 through 69, both inclusive, and Tracts "A" and "B" SUNRISE ESTATES UNIT 3, a subdivision according to the plat thereof as recorded in Plat Book 36, upon Page 72, of the Public Records of Seminole County, Florida;
14. Lots 70 through 112, both inclusive, and Tracts, "C", "D", "E", "F", and "G" SUNRISE ESTATES UNIT 4, a subdivision according to the plat thereof as recorded in Plat Book 36, upon page 75, of the Public Records of Seminole County, Florida;
15. Lots 113 through 141, both inclusive, and Tract "H" of SUNRISE ESTATES UNIT 5, a subdivision according to the plat thereof as recorded in Plat Book 40, upon page 56, of the Public Records of Seminole County, Florida; and
16. Lots 142 through 181, both inclusive, and Tracts, "I" and "J," of SUNRISE ESTATES UNIT 6, a subdivision according to the plat thereof as recorded in Plat Book 40, upon page 57, of the Public Records of Seminole County, Florida.

**AFFIDAVIT OF ANTOINETTE JABLONSKI**

STATE OF FLORIDA

COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority personally appeared **ANTOINETTE JABLONSKI**, who, after first being duly sworn, deposes and says:

1. I am the President of the Sunrise Owners Group, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

2. That the Board of Directors Meeting was scheduled for February 2, 2009, at 7:00 p.m. That the Board of Directors of the Association caused a notice setting forth the date, time, place and the following statement to be mailed to the Members of the Association not less than seven (7) days prior to the Board of Directors meeting, at which the Board of Directors voted to preserve the Declarations of Covenants, Conditions and Restrictions, their amendments and supplements, all as set forth on Exhibit "A" attached hereto, burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

**STATEMENT OF MARKETABLE TITLE ACTION**

Sunrise Owners Group, Inc. (the "Association") has taken action to ensure that the documents listed on attached Exhibit "A", all of which are recorded in the Public Records of Seminole County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Seminole County, Florida. Copies of this notice and its attachments are available through the

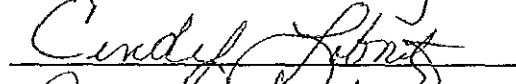


Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

  
Affiant, Antoinette Jablonski

Sworn and subscribed before me  
this 13 day of February, 2009

  
Cindy Lobnitz  
(Print Name)

Notary Public at Large

My Commission Expires: 12-13-2010

Commission No.: DD622143

Personally Known X or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Sog001 MRTA Affidavit



## EXHIBIT "A"

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18. Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 2035, Page 618, Public Records of Seminole County, Florida on January 23, 1989.

Exhibit "A" to MRTA

37

12460302

BCOA  
OFFICIAL  
RECORD  
SEMINOLE CO. FLA.

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth  
by Sunrise Erectors, Inc., a Florida corporation, hereinafter  
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant are the owners of certain property in  
the County of Seminole, State of Florida, which is more particularly  
described as:

Sunrise Unit Two "A", according to the plat thereof as  
recorded in Plat Book 23 Pages 3/, Public records  
of Seminole County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants, and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Sunrise  
Homeowner's Association of Seminole County, Inc., its successors and  
assigns.

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

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

Prepared by: Scott A. Ruggiers Esq.  
2410 West 1st St - Orlando  
Fla 32809

Composite  
EXHIBIT  
A

Blumberg No. 5203

12460303

BOOK OFFICIAL RECORD  
SEMINOLE CO. FLA.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts D, E, F according to the plat thereof, as recorded in Plat Book 23 Page 31, Public Records of Seminole County, Florida

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

Section 6. "Declarant" shall mean and refer to Sunrise Erectors, Inc., a Florida corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

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

12469304

JUGA  
OFFICIAL RECORD  
SEMINOLE CO. FLA.

(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage such properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

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

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1982



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ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy Two Dollars (\$72.00) per Lot.

(a) 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 not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board may also fix the annual assessment for owners of a vacant Lot (that is, a Lot on which there is no completed dwelling) at a sum not less than twenty-five per cent (25%) of the maximum annual assessment levied upon the Owner of an improved Lot.

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Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved Lots and a uniform rate for all unimproved Lots and may be collected on a monthly basis by the Association or such agency as the Board of Directors may designate.

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

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

#### ARTICLE V

##### ARCHITECTURAL CONTROL

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

#### ARTICLE VI

##### EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association,

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after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Such entry thereon shall not constitute a trespass.

#### ARTICLE VII

##### GENERAL RESTRICTIONS

Section 1. Use Restrictions. No Lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential Lot within the Properties other than one single-family dwelling and private garage and accessory building and structures such as swimming pools, screened enclosures and patios. Provided, however, that certain areas within annexations to the Properties may be designated by the Declarant as commercial areas in which event this restriction shall not apply.

Section 2. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn, or other such building shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction period, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the said Properties after completion of construction.

Section 3. Animals. No animals, fowl or reptiles shall be kept on Lots or in structures on Lots except for caged birds kept as pets and domestic dogs and cats, which shall be limited to two in number; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than two (2) square feet in size or one temporary real estate sign of not more than five (5) square feet in area. No commercial flags, pennants or other such device. shall be allowed; provided however.. that this restriction shall not be applicable to the Declarant or its successors or assigns.

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Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or by subsequent recorded instrument. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Offensive Activity. No noxious or offensive activity shall be carried on or upon a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area. All laundry or other clothes or clothing which are hung out to sun or dry must be hung behind the rear wall line of the dwelling on the particular Lot on which such items are hung; provided, however, such items may be hung in any enclosed part of the house, utility room or carport if such carport has been enclosed into a garage.

Section 7. Garbage Disposal. Each Lot shall have receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association. The Association reserves the right to contract with a garbage pick-up service to provide exclusive service to all Lots in the Properties.

Section 8. Fences. No fence shall be placed, constructed or erected on any Lots until the design, height and location of such fence have been approved by the Architectural Control Board.

Section 9. Other Restrictions. The Architectural Control Board shall have the authority from time to time to promulgate other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, location of mailboxes, temporary structures, nuisances, garbage and trash disposal and collection vehicles and repair, removal of trees, gutters, easements, games, and play structures, swimming pools, sight distance at intersections,

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utility connections, television antennae, painting and repainting of the exterior of the residence and fences, driveway construction, and such other restrictions as it shall deem appropriate. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Board to promulgate and enforce such additional restrictions. Once the Architectural Control Board promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Control Board modifies, changes, or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Control Board; provided, however, that such other restrictions shall not apply to any Lot or Lots owned by the Declarant. Such restrictions, shall, however, apply to the successors and assigns of Declarant.

#### ARTICLE VIII PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period only by an instrument signed by not less than ninety per cent (90%) of the then Owners, and thereafter by an instrument signed by no less than seventy-five per cent (75%) of the then Owners. Any such Amendment must be recorded.

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, the undersigned, being the Declarant  
herein, have hereunto set their hands and seals this 20<sup>th</sup> day of  
September, 1979.

Signed and sealed  
in the presence of:

SUNRISE ERECTORS, INC.

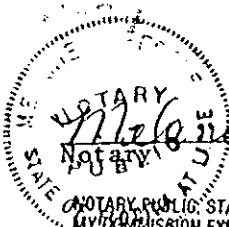
Shepley Davidson

By Jack C. Hecker  
President

Melanie A. Sanderson

Attest:

[Signature]  
Vice-President  
DECLARANT



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 3, 1982  
BONDED THROUGH MUMFORD-ASHTON, INC.

Melanie A. Seckle

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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by  
SUNRISE ERECTORS, INC., a Florida corporation, hereinafter referred  
to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant are the owners of certain property in the  
County of Seminole, State of Florida, which is more particularly  
described as:

Sunrise Unit Two "B", according to the plat thereof  
as recorded in Plat Book 24, Pages 43, Public records  
of Seminole County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants, and conditions  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on all  
parties having any right, title or interest in the described properties  
or any part thereof, their heirs, successors and assigns, and shall  
inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Sunrise  
Homeowner's Association of Seminole County, Inc., its successors and  
assigns.

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

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

THIS INSTRUMENT PREPARED BY:

NAME SCOTT A. REGGIO

ADDR. 710 E. COLONIAL

Suite 202  
ORLANDO, FL. 32803



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Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract F according to the plat thereof, as recorded in Plat Book , Page , Public records of Seminole County, Florida.

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

Section 6. "Declarant" shall mean and refer to Sunrise Erectors, Inc., a Florida corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members has been recorded within the minutes of the Association.

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(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage such properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

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

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in

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the Class B membership, or  
(b) on January 1, 1982

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#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy Two Dollars (\$72.00) per Lot.

- (a) 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 not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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(b) 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 above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board may also fix the annual assessment for owners of a vacant Lot (that is, a Lot on which there is no completed dwelling) at a sum not less than twenty-five per cent (25%) of the maximum annual assessment levied upon the Owner of an improved Lot.

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved Lots and a uniform rate for all unimproved Lots and may be collected on a monthly basis by the Association or such agency as the Board of Directors may designate.

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Section 7. Date of Commencement of Annual Assessments; Due

Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, well, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writ-

ing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. However, such approval shall not be required or apply to any Lot owned by the Declarant in Sunrise and in properties annexed which are approved by VA and FHA, but shall be required and apply to the successors and assigns of Declarant.

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#### ARTICLE VI EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Such entry thereon shall not constitute a trespass.

#### ARTICLE VII GENERAL RESTRICTIONS

Section 1. Use Restrictions. No Lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential Lot within the Properties other than one single-family dwelling and private garage and accessory building and structures such as swimming pools, screened enclosures and patios. Provided, however, that certain areas within annexations to the Properties may be designated by the Declarant as commercial areas in which event this restriction shall not apply.

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FOR SCANNING

Section 2. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction period, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the said Properties after completion of construction.

Section 3. Animals. No animals, fowl or reptiles shall be kept on Lots or in structures on Lots except for caged birds kept as pets and domestic dogs and cats, which shall be limited to two in number; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than two (2) square feet in size or one temporary real estate sign of not more than five (5) square feet in area. No commercial flags, pennants or other such devices shall be allowed; provided however, that this restriction shall not be applicable to the Declarant or its successors or assigns.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or by subsequent recorded instrument. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Offensive Activity. No noxious or offensive activity shall be carried on or upon a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence

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is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area. All laundry or other clothes or clothing which are hung out to sun or dry must be hung behind the rear wall line of the dwelling on the particular Lot on which such items are hung; provided, however, such items may be hung in any enclosed part of the house, utility room or carport if such carport has been enclosed into a garage.

Section 7. Garbage Disposal. Each Lot shall have receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association. The Association reserves the right to contract with a garbage pickup service to provide exclusive service to all Lots in the Properties.

Section 8. Fences. No fence shall be placed, constructed or erected on any Lots until the design, height and location of such fence have been approved by the Architectural Control Board.

Section 9. Other Restrictions. The Architectural Control Board shall have the authority from time to time to promulgate other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, location of mail boxes, temporary structures, nuisances, garbage and trash disposal and collection vehicles and repair, removal of trees, gutters, easements, games, and play structures, swimming pools, sight distance at intersections, utility connections, television antennae, painting and repainting of the exterior of the residence and fences, driveway construction, and such other restrictions as it shall deem appropriate. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Board to promulgate and enforce such additional restrictions. Once the Architectural Control Board promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Control Board modifies, changes, or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Control Board; provided, however, that such other restrictions shall not apply to any Lot or Lots owned by the

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Declarant. Such restrictions, shall, however, apply to the successors and assigns of Declarant.

#### ARTICLE VIII

##### PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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FOR SCANNING

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SEMINOLE COUNTY

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period only by an instrument signed by not less than ninety per cent (90%) of the then Owners, and thereafter by an instrument signed by no less than seventy-five per cent (75%) of the then Owners. Any such Amendment must be recorded.

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,  
have hereunto set their hands and seals this 8th day of  
September, 1980.

Signed and sealed  
in the presence of:

James L. Perdue  
Kathryn Carter

SUNRISE ERECTORS, INC.

By Jack C. Hacker  
President

Attest:

Scott A. Ruggiero  
Vice-President  
DECLARANT

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ERECTOR'S  
CORPORATE  
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STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized in the State and County aforesaid to take acknowledgements,  
personally appeared Jack C. Hacker and Scott A. Ruggiero, well known  
to me to be the President and Vice-President, respectively of SUNRISE  
ERECTORS, INC., a Florida corporation, and that they severally acknow-  
ledged executing the same in the presences of two subscribing witnesses  
freely and voluntarily under authority duly vested in them by said  
corporation and that the seal affixed thereto is the true corporate  
seal of said corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this 8th day of September A.D., 1980.

Melanie C. Seal  
Notary Public, State of Florida at Large

My Commission Expires: August 31, 1982

NOTARY  
PUBLIC  
STATE OF FLORIDA  
1017  
1982

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

This instrument was prepared by  
Scott A. Ruggiero  
710 E. Colonial Drive, Suite 202  
Orlando, Florida 32803

AFFIDAVIT OF RESOLUTION  
OF ANNEXATION

State of Florida  
County of Orange

Scott A. Ruggiero being duly sworn deposes and says as follows:

1. I am the Secretary of Sunrise Homeowner's Association of Seminole County, Inc., a Florida corporation not for profit, (the "Association").
2. The Association is the Homeowner Association created for the use and benefit of homeowners in Sunrise Unit One according to the plat thereof as recorded in Plat Book 21, Page 73, Public Records of Seminole County, Florida.
3. At a special meeting of all members of the Association duly and timely noticed and held on July 25, 1979, and at which a quorum was present, the following Resolution was duly proposed and adopted by the members.

RESOLVED, that the property shown as the preliminary plat entitled Sunrise Unit Two "B", be annexed to the property shown on the plat entitled Sunrise Unit One, according to the plat thereof as recorded in Plat Book 21, Page 73, Public Records of Seminole County, Florida and that such property be under the jurisdiction of Sunrise Homeowner's Association of Seminole County, Inc.

4. The written consent of two thirds of each class of members of the Association has been obtained.
5. The legal description of the property shown on the preliminary plat entitled Sunrise Unit Two "B" is set forth on Schedule A annexed hereto.
6. The property shown on the preliminary plat entitled Sunrise Unit Two "B" has been annexed to the property shown on the plat entitled Sunrise Unit One according to the plat thereof, as shown in Plat Book 21, Page 73, Public Records of Seminole County, Florida.

*Scott A. Ruggiero*  
\_\_\_\_\_  
Scott A. Ruggiero

Sworn to and Subscribed

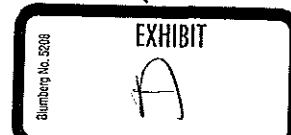
before me this 11th day of

August, 1980.

*Melanie L. Leland*  
\_\_\_\_\_  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 50  
BORNED THROUGH MURDER ASH-TRE NC

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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by THE ANDEN GROUP OF FLORIDA, a Florida General Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant are the owners of certain property in the County of Seminole, State of Florida, which is more particularly described as:

SUNRISE VILLAGE, UNIT I, according to the plat thereof as recorded in Plat Book 26, Page 88, Public Records of Seminole County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Sunrise Homeowner's Association of Seminole County, Inc., its successors and assigns.

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

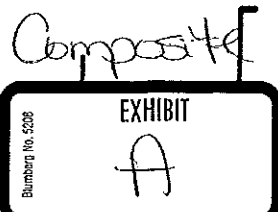
Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

\*\*\*\*\* This Declaration of Covenants, Conditions and Restrictions is being re-recorded to show the Plat Book and Page Number of the legal description which was omitted from the original recording and to correct the legal description to reflect "Unit I" as opposed to "Phase I" shown on the original recording.

-1-

THIS INSTRUMENT FILED BY:

(P) NAME DAVE TAYLOR  
NO 531 Dog TRACK ROAD  
LONGWOOD, FL 32750



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Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

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

Section 6. "Declarant" shall mean and refer to THE ANDEN GROUP OF FLORIDA, a Florida General Partnership, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

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

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage such properties. In the event of a default upon any such mortgage, the lender's rights

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hereunder shall be limited to right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

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

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have one class of voting membership.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall



also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy Two Dollars (\$72.00) per Lot.

(a) 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 not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board may also fix the annual assessment for owners of a vacant Lot (that is, a Lot on which there is no completed dwelling) at a sum not less than twenty-five per cent (25%) of the maximum annual assessment levied upon the Owner of an improved Lot.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,

repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereof, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved Lots and a uniform rate for all unimproved Lots and may be collected on a monthly basis by the Association or such agency as the Board of Directors may designate.

Section 7. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer

of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

#### ARTICLE V

#### ARCHITECTURAL CONTROL

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

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However, such approval shall not be required or apply to any Lot owned by the Declarant in Sunrise and in properties annexed which are approved by VA and FHA, but shall be required and apply to the successors and assigns of Declarant.

#### ARTICLE VI

##### EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Such entry thereon shall not constitute a trespass.

#### ARTICLE VII

##### GENERAL INSTRUCTIONS

Section 1. Use Restrictions. No Lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential Lot within the Properties other than one single-family dwelling and private garage and accessory building and structures such as swimming pools, screened enclosures and patios. Provided, however, that certain areas within annexations to the Properties may be designated by the Declarant as commercial areas in which event this restriction shall not apply.

Section 2. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction period, it being clearly understood that these latter temporary shelters used by the contractor or Declarant during the construction

period, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the said Properties after completion of construction.

Section 3. Animals. No animals, fowl or reptiles shall be kept on Lots or in structures on Lots except for caged birds kept as pets and domestic dogs and cats, which shall be limited to two in number; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than two (2) square feet in size or one temporary real estate sign of not more than five (5) square feet in area. No commercial flags, pennants or other such devices shall be allowed; provided however, that this restriction shall not be applicable to the Declarant or its successors or assigns.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or by subsequent recorded instrument. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Offensive Activity. No noxious or offensive activity shall be carried on or upon a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and,

further, all domestic animals shall either be kept on a leash or kept within an enclosed area. All laundry or other clothes or clothing which are hung out to sun or dry must be hung behind the rear wall line of the dwelling on the particular Lot on which such items are hung; provided, however, such items may be hung in any enclosed part of the house, utility room or carport if such carport has been enclosed into a garage.

Section 7. Garbage Disposal. Each Lot shall have receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association. The Association reserves the right to contract with a garbage pickup service to provide exclusive service to all Lots in the Properties.

Section 8. Fences. No fence shall be placed, constructed or erected on any Lots until the design, height and location of such fence have been approved by the Architectural Control Board.

Section 9. Other Restrictions. The Architectural Control Board shall have the authority from time to time to promulgate other restrictions regarding such matters as prohibitions against window airconditioning units, for sale signs, location of mail boxes, temporary structures, nuisances, garbage and trash disposal and collection vehicles and repair, removal of trees, gutters, easements, games and plat structures, swimming pools, sight distance at intersections, utility connections, television antennae, painting and repainting of the exterior of the residence and fences, driveway construction, and such other restrictions as it shall deem appropriate. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Board to promulgate and enforce such additional restrictions. Once the Architectural Control Board promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Control Board modifies, changes, or promulgates new restrictions or the Board of Directors of the Association modifies

or changes restrictions set forth by the Architectural Control Board; provided, however, that such other restrictions shall not apply to any Lot or Lots owned by the Declarant. Such restrictions, shall, however, apply to the successors and assigns of Declarant.

#### ARTICLE VIII

##### PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period only by an instrument signed by not less than ninety per cent (90%) of the then Owners, and thereafter by an instrument signed by no less than seventy-five per cent (75%) of the then Owners. Any such Amendment must be recorded.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 2nd day of August, 1982.

Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA

By: Richard A. Barber  
RICHARD A. BARBER, General Partner

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer

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FOR SCANNING



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duly authorized in the State and County aforesaid to take acknowledgements, personally appeared RICHARD A. BAPBER, General Partner of THE ANDEN GROUP OF FLORIDA, well known to me to be the person described herein, and he acknowledged executing the aforesaid instrument, freely and voluntarily, for the purposes expressed therein.

WITNESS my hand and official seal in the County and Staet aforesaid this 2nd day of August, 1982.

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUGUST 10, 1983



Nov 16 10 27 AM '82

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THIS INSTRUMENT PREPARED BY: Richard S. Taylor, Jr., Esquire  
Taylor, Scherr & Simmons  
531 Dog Track Road  
P. O. Box 1117  
Longwood, Florida 32750

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND LIMITATIONS

THIS DECLARATION, made this 26<sup>th</sup> day of October,  
1982, by THE ANDEN GROUP OF FLORIDA, a Florida general partner-  
ship, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of that certain real property  
(the "Property" or "Properties") located in Seminole County,  
State of Florida, and being more particularly described as:

All of SUNRISE VILLAGE UNIT 1, a subdivision  
according to the plat thereof as recorded in  
Plat Book 26, upon page 88, of the Public  
Records of Seminole County, Florida,

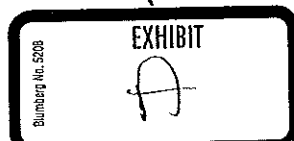
and the Declarant desires to maintain the beauty of the Property,  
to assure high quality standards for the enjoyment of the Property  
as an integrated residential development known as "Sunrise," and  
to promote the recreational interest, health, safety and social  
welfare of each owner and occupant of a portion of the Property.

B. The Property shall be occupied and maintained as a  
development of superior quality and condition for the mutual and  
common advantage of all occupants and owners thereof who shall  
occupy and own the Property subject to the provisions of this  
Declaration and all other rules and regulations applicable to  
the Property.

C. Declarant desires to provide for the preservation and  
enhancement of the Property as a superior, integrated community,  
and for the maintenance of the Property and the improvements  
thereon, and in order to accomplish such objectives, Declarant  
desires to subject the Property, together with such additions  
as may hereafter be made thereto, to the covenants, restrictions,  
easements, charges and liens hereinafter set forth, each and all  
of which is and are for the benefit of the Property and each  
owner of a portion thereof.

D. Declarant deems it desirable to create a nonprofit  
Association with the power and duty of administering and enforcing  
the protective covenants, conditions, restrictions and limitations  
hereinafter set forth, of maintaining and administering the Common  
Areas, as hereinafter defined, and collecting and disbursing the  
assessments and charges hereinafter created.

E. Declarant desires that each portion of the Property be  
developed and enjoyed as an integral part of Sunrise, and, to  
that end, desires to provide that the Association coordinate its  
functions with those made available to individual portions of  
Sunrise to as great an extent as possible.



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ORIGINAL RECORDS

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## DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed and subject to the following easements, restrictions, covenants, conditions, and limitations, which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, the Declarant and the owners of property within Sunrise.

## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to SUNRISE OWNERS GROUP, INC., a Florida nonprofit corporation, its successors and assigns.

Section 2. "Property" or "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may be made in accordance with the provisions hereof.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Tracts A, B, C, D, E and F of SUNRISE VILLAGE  
UNIT 1, a subdivision according to the Plat  
thereof as recorded in Plat Book 26, upon  
page 88, of the Public Records of Seminole County,  
Florida.

Section 5. "Lot" shall mean any subdivided parcel of land located within the Properties which is used or intended to be used as the site for a single-family dwelling as shown on any recorded subdivision plat of any part of the Properties, with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to THE ANDEN GROUP OF FLORIDA, its successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Limitations applicable to the Properties.

Section 8. "Mortgage" shall mean any bona fide first mortgage encumbering a portion of the Property as security for the performance of an obligation.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 11. "Supplemental Declaration" shall mean any declaration of covenants, conditions, restrictions and limitations which may be recorded by the Declarant, which extends the provisions of this Declaration to additional real property and contains such complimentary provisions for such property as are required by the Supplemental Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of 46 Lots lying in Seminole County, Florida, and are more particularly described in recital A hereinabove.

Section 2. Additional Property. The Declarant shall have the right, for a period of five (5) years after the date hereof, from time to time and within its sole discretion, to annex to the existing Property additional properties, including properties now or hereafter acquired by it and property of others which is either abutting the existing Property (including additions thereto) or so situated that its addition will be consistent with the uniform scheme for development set forth in the Declaration, as determined in the sole discretion of the Declarant. Such additional Properties are to be all or portions of the real property as more particularly described upon Exhibit "A" hereto, and is subject to the determination by the Veterans' Administration or the Federal Housing Administration that such annexation is in accord with the general plan heretofore approved by either of them.

Section 3. Other Additions. Additional lands may also be annexed to the existing Property upon the consent of not less than two-thirds (2/3) of each class of Members of the Association, at a regular meeting of the Association or at a special meeting

duly called for such purpose, together with governmental approvals, if any, required by law.

Section 4. Supplemental Declaration. Any such additions authorized in Section 2 or 3 hereinabove shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional property. A Supplemental Declaration shall contain the following:

- a. A reference to this Declaration;
- b. Identification of the declarant of the Supplemental Declaration;
- c. An expression of intent to submit the real property described therein to the uniform scheme of this Declaration and to the jurisdiction of the Association;
- d. A statement that the real property that is the subject of the Supplemental Declaration constitutes additional property which is to become a part of the Property which is the subject matter of this Declaration; and
- e. A description of that portion (if any) of the additional property that is to constitute Common Area in accordance with the provisions hereof.

In addition, a Supplemental Declaration may contain such additions to or modifications of the provisions hereof applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property that is the subject of the Supplemental Declaration. Any such Supplemental Declaration shall become effective upon being recorded in the aforesaid Public Records.

Section 5. Mergers. Upon a merger or consolidation of the Association with another similar association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger; provided, however, that such merger shall have been adopted by receiving at least two-thirds (2/3) of the votes of each class of members voting at a regular meeting or special meeting duly called for such purpose, are entitled to case. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property.

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ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. on July 1, 1988.

ARTICLE IV  
PROPERTY RIGHTS

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

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication

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or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Title to Common Area. The Declarant may retain title to the Common Area or any portion thereof until such time as it has completed the initial improvements thereto, but notwithstanding any provision hereof, the Declarant hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and financial encumbrances, not later than the time of the conveyance of the first lot to an Owner.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Forty-eight Dollars (\$48.00) per Lot.

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a. 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 not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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

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

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

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

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the



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Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10. Accounts. Except as may otherwise be herein provided, all sums collected by the Board of Directors with respect to assessments against the Owners may be comingled into a single fund.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from assessment charges and liens created herein:

- a. All property dedicated to and accepted by a governmental body, agency or authority; and
- b. All Common Areas.

Section 12. Real Estate Taxes. In the event the Common Areas and facilities owned by the Association are taxed separately from the parcels deeded to Owners, the Association shall include such taxes as a part of the general assessment. In the event the Common Areas and facilities owned by the Association are taxed as a component of the value of the property owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to them becoming a lien upon the Property.

Section 13. As long as there is a Class B membership, and while the Declarant is the Owner of Lots without an occupied dwelling, the annual assessments for each of such Lots shall be twenty-five percent (25%) of the then current assessment of all other individually owned Lots, as long as Declarant shall guarantee to pay to the Association any deficit in the budget for that year. Full assessment will immediately and permanently attach to any such Lots

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of Declarant upon the first occupancy of a dwelling thereon,  
even if ownership of that Lot is retained by Declarant.

ARTICLE VI  
ARCHITECTURAL CONTROL

Section 1. Architectural Review. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Liability. Approval by the Board of an application by an Owner shall not constitute a basis for any liability of the members of the Board, the Declarant, or the Association as regards: (i) failure of the plans to conform to any applicable building codes; or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VII  
UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. The Declarant hereby reserves a blanket Easement for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer drainage, irrigation systems, telephones, electricity, television, cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. By virtue of this Easement it shall be expressly permissible for the Declarant, and its successors or assigns, to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the Property. This Easement shall in no way affect any other recorded easements on the Property.

Section 2. Declarant's Easement to Correct Drainage.

For a period of six (6) years from the date hereof, the Declarant reserves a Blanket Easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. The rights granted hereunder may be exercised at the sole option of Declarant and shall not be construed to obligate Declarant to take any affirmative action in connection therewith.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

Section 4. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing

on the Association's Membership List. Notice to one (1) of two (2) or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 5. Interpretation. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration, and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 6. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 7. Condemnation. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree such proceeds shall be added to the funds of the Association.

Section 8. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as an integral portion of Sunrise.

Section 9. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

Section 10. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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Section 11. Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors, the Board and the Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

Section 12. Legal Fees. Any and all legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's parcel in favor of the Association.

Section 13. Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 14. Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

Section 15. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: RORICK BUILDERS, INC.,  
a Florida corporation,

General Partner.

By:

Richard A. Barbell  
Its President

(Corporate Seal)

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MAIL

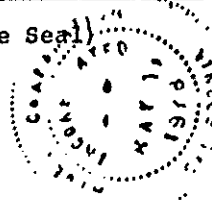
By: THE ANDEN GROUP,  
a California general  
partnership

By: MIDEN CORPORATION,  
a California corporation,

General Partner

By: Eugene Rosenfeld  
Its President

(Corporate Seal)



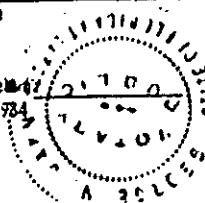
STATE OF FLORIDA )

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 1982, by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

George M. DeW  
Notary Public, State  
of Florida at Large

My Commission Expires July 4, 1984  
Became Notary Public January 11, 1982



STATE OF CALIFORNIA )

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 1982, by Eugene Rosenfeld, as President of Miden Corporation, a California corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.

Paulette Teta  
Notary Public, State  
of California

My commission expires: \_\_\_\_\_

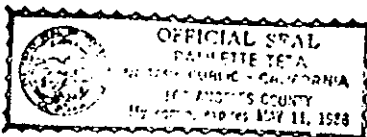


EXHIBIT "A"

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EX CO. FL.

Hereinafter set forth is a complete description of the real properties referred to in Section 2, Article II, of that certain Declaration of Covenants, Conditions, Restrictions and Limitations given and declared by The Anden Group of Florida, a Florida general partnership, to-wit:

TRACT NO. 1.

Those lands lying in Section 18, T21S, R31E, described as follows: All of government Lot 3, less the Northerly 33 feet thereof for county R/W; also those lands lying in Section 19, T21S, R31E, described as follows: The W 1/2 of Lots 105, and 106 of Slavia Colony as recorded in the Public Records of Seminole County, Florida, lying North of Red Bug Lake Road and the W 1/2 of the SW 1/4 of the NW 1/4 of the NW 1/4, also those lands lying in Section 24, T21S, R30E, described as follows: The E 1/4 of the NE 1/4 of the NE 1/4, also those lands lying in Section 13, T21S, R30E, described as follows: All of government Lots 1 and 2 East of Howell Creek, less the Northerly 33 feet thereof for County R/W.

TRACT NO. 2.

Those lands lying in Section 19, T21S, R31E, described as follows: All of Lots 99, 100, 101, 102, 103, 104 and the E 1/2 of Lots 105 and 106 of Slavia Colony, as recorded in the Public Records of Seminole County, Florida, lying North of Red Bug Lake Road, also the NW 1/4 of the NW 1/4 of said Section 19, and the NE 1/4 of the NW 1/4 of said Section 19.

TRACT NO. 3.

Those lands lying in Section 18, T21S, R31E, described as follows: The South 997 feet of the E 1/2 of government Lot 2, lying West of South Citrus Road (50' R/W).

LESS:

All of Sunrise Unit One recorded in Plat Book 21, Page 73 Public Records of Seminole County, Florida.

Also less all of Sunrise Unit Two "A" recorded in Plat Book 23, Page 31 Public Records Seminole County, Florida.

Also less all of Sunrise Unit Two "B" recorded in Plat Book 24, Pages 62 and 63 Public Records of Seminole County, Florida.

Less and except:

All of Sunrise Village Unit 1, a subdivision according to the Plat thereof as recorded in Plat Book 26, upon page 88, of the Public Records of Seminole County, Florida.

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND LIMITATIONS**

THIS SUPPLEMENTAL DECLARATION, made this 15th day of December, 1982, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 47 through 86, both inclusive, and Tracts A, B, C, E and F, of SUNRISE VILLAGE UNIT 2, a subdivision according to the plat thereof as recorded in Plat Book 27, upon page 19, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on the 14th day of December, 1982, recorded in Official Records Book 1427, upon page 202, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth be held, sold, conveyed and subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having a right, title, or interest in the Property or any part thereof.

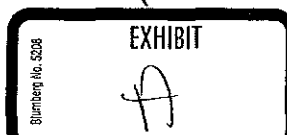
NOW THEREFORE, in consideration of the premises and also in consideration of the sum of Ten Dollars (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals are true and correct.
2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

13  
Lawyers Title

1431 1336  
BOOK PAGE  
SEMINOLE CO. FL.

Composite



LEGIBILITY UNSATISFACTORY  
FOR SCANNING



3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

5. Tracts A, B, C, E and F of the Property are to constitute Common Area in accordance with the terms and provisions of the Declaration relating thereto.

6. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Supplemental Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: RORICK BUILDERS, INC.,  
a Florida corporation,

General Partner

By:   
Richard A. Barber  
Its President

(Corporate Seal)

-and-

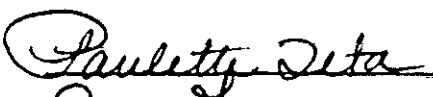
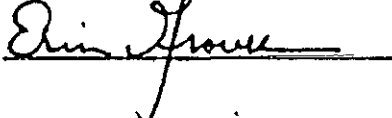
By: THE ANDEN GROUP,  
a California general  
partnership

By: MIDEM CORPORATION,  
a California corporation,

General Partner

By:   
Its President

(Corporate Seal)

1431 1337  
SEMINOLE FL.  
BOOK PAGE

OFFICIAL RECORDS  
1431 1338  
SEMINOLE CO. FL.

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 31st day of December, 1982, by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

*Page 2*  
Notary Public, State of Florida at Large  
My commission expires July 4, 1984  
Notary Public, State of Florida at Large  
My Commission Expires July 4, 1984  
Standard State Notary Seal

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me this 20th day of December, 1982, by Michael H. Baker as Se. Vice President of Miden Corporation, a California corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.

OFFICIAL SEAL  
SANDI GRAHAM  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires October 22, 1984

*Sandi Graham*  
Notary Public, State of California  
My commission expires: 10/22/84

RECORDED  
INDEXED  
JAN 10 3 22 PM '83  
CLERK  
NOTARY

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1440 0090

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND LIMITATIONS

THIS SUPPLEMENTAL DECLARATION, made this 20th day of January, 1983, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 87 through 135, both inclusive, and Tracts A and B of SUNRISE VILLAGE UNIT 3, a subdivision according to the plat thereof as recorded in Plat Book 27, upon page 49, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on the 14th day of December, 1982, recorded in Official Records Book 1427, upon page 202, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

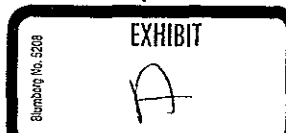
C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth be held, sold, conveyed and subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having a right, title, or interest in the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of Ten Dollars (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals are true and correct.
2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

Composite



LEGIBILITY UNSATISFACTORY  
FOR SCANNING

1440 0091

3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

5. Tracts A and B of the Property are to constitute Common Area in accordance with the terms and provisions of the Declaration relating thereto.

6. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Supplemental Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: RORICK BUILDERS, INC.,  
a Florida corporation,

General Partner

By:

Richard A. Barbo  
Its President

(Corporate Seal)

-and-

By: THE ANDEN GROUP,  
a California general partnership

By: MIDEN CORPORATION  
a California corporation,

General Partner

Michael Rabin  
Its Vice President

(Corporate Seal)

012750

FEB 23 10 46 AM '83

10

OFFICIAL RECORDS  
COPY

1440 0092

SEMINOLE CO. FL.

STATE OF FLORIDA )  
COUNTY OF <sup>SEMINOLE</sup> ~~ORANGE~~ )

The foregoing instrument was acknowledged before me this 15 day of January, 1983, by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

*Ellen Acker*  
Notary Public, State  
of Florida at Large

My commission expires: ---

Notary Public, State Of Florida At Large  
My Commission Expires Sept. 20, 1986  
Notary Public, State Of Florida At Large  
My Commission Expires Sept. 20, 1986  
Bonded By Lawyers Surety Corp

STATE OF FLORIDA )  
COUNTY OF <sup>SEMINOLE</sup> ~~ORANGE~~ )

The foregoing instrument was acknowledged before me this 20 day of January, 1983, by Michael Rabin, as Vice President of Miden Corporation, a California corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.

*Ellen Acker*  
Notary Public, State of  
Florida at Large

My commission expires: ---

Notary Public, State Of Florida At Large  
My Commission Expires Sept. 20, 1986  
Bonded By Lawyers Surety Corp

This instrument prepared by  
GEORGE N. JAHN  
Arky, Freed, Stearns, Watson & Greer PA  
CNA Tower, Suite 1150  
255 South Orange Avenue  
Orlando, Florida 32801

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND LIMITATIONS**

THIS SUPPLEMENTAL DECLARATION, made this 17th day of June, 1983, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

**RECITALS**

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 182 through 219, both inclusive, and Tracts G and H of SUNRISE VILLAGE UNIT TWO "C", a subdivision according to the plat thereof as recorded in Plat Book 28, upon page 43, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on the 14th day of December, 1982, recorded in Official Records Book 1427, upon pages 202 through 215, both inclusive, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth be held, sold, conveyed and subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having a right, title or interest in the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of Ten Dollars (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals are true and correct.
2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

Burnborg No. 3008

EXHIBIT

A

LEGIBILITY UNASSURED  
FOR SCANNING

SEMINOLE CO. FL.

1471 1720

OFFICIAL RECORDS  
PAGE

3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

5. Tracts G and H of the Property are to constitute Common Area in accordance with the terms and provisions of the Declaration relating thereto.

6. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Supplemental Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*George N. Jacob*  
*Charles R. Cyler*

*Paulette Seta*  
*Theresa A. Condling*

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: RORICK BUILDERS, INC.  
a Florida corporation  
General Partner

By: *Richard A. Barber*  
Richard A. Barber

(Corporate Seal)

-and-

By: THE ANDEN GROUP, a California  
general partnership

By: HIDEN CORPORATION,  
a California Corporation  
General Partner

By: *SE Vice President*  
Its SE Vice President  
(Corporate Seal)

SEMINOLE CO. FL.

1471 1721

OFFICIAL RECORDS  
PAGE

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 21 day of June, 1983, by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

*George N. Janney*  
Notary Public, State  
of Florida at Large  
My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires July 4, 1984  
Seal of the State of Florida

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 1983, by Michael H. Rubin, as Se. VP President of Miden Corporation, a California corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.



*Sandi Graham*  
Notary Public, State  
of California

My commission expires: 10/22/86

OFFICIAL RECORDS  
PAGE  
1471 1722  
SEMINOLE CO. FL.

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JUN 13 10 54 AM '83

LEGIBILITY UNSATISFACTORY  
FOR SCANNING



13

This Instrument Prepared By  
**GEORGE N. JAHN**  
Atty. Fred, Stearns, Watson, Greer, P.A.  
CNA Tower, Suite 1150  
255 South Orange Avenue  
Orlando, Florida 32801

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND LIMITATIONS**

THIS SUPPLEMENTAL DECLARATION, made this 17th day of June, 1983, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 220 through 257, both inclusive, and Tract J of SUNRISE VILLAGE UNIT TWO "D", a subdivision according to the plat thereof as recorded in Plat Book 28, upon page 44, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on the 14th day of December, 1982, recorded in Official Records Book 1427, upon pages 202 through 215, both inclusive, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth be held, sold, conveyed and subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having a right, title or interest in the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of Ten Dollars (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals are true and correct.

2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

OFFICIAL RECORDS  
BOOK PAGE  
1471 1723  
SEMINOLE CO. FL.

3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

5. Tract J of the Property is to constitute Common Area in accordance with the terms and provisions of the Declaration relating thereto.

6. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Supplemental Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*George M. Jacob*  
*Richard A. Barber*

*Paulitta Dela*  
*Theresa A. Conkling*

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: RORICK BUILDERS, INC.  
a Florida corporation  
General Partner

By: *Richard A. Barber*  
Richard A. Barber

(Corporate Seal)

-and-

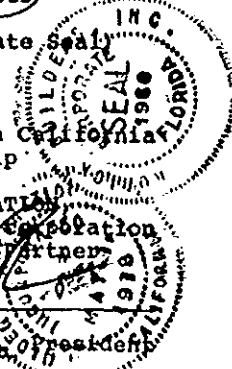
By: THE ANDEN GROUP, a California  
general partnership

By: MIDEN CORPORATION  
a California corporation  
General Partner

By: *[Signature]*  
Its *SE* Vice President

(Corporate Seal)

OFFICIAL RECORDS  
PAGE 1471 1724  
SEMINOLE CO. FL



LEGIBILITY UNSATISFACTORY  
FOR SCANNING

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 21 day of JUNE, 1983, by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

*George D. Barber*  
Notary Public, State  
of Florida at Large  
My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires July 4, 1984  
Sealed This True Copy Notarized 1983

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me this 17 day of JUNE, 1983, by Michael H. Rabia, as Sevice President of Miden Corporation, a California corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.



*Sandi Graham*  
Notary Public, State  
of California

My commission expires: 10/22/83

OFFICIAL RECORDS  
BOOK PAGE  
1471 1725  
SEMINOLE CO. FL

043884

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LEGIBILITY UNSATISFACTORY  
FOR SCANNING

RECORD AND  
RETURN TO

This Instrument Prepared By  
**GEORGE N. JAHN**  
Fried, Stearns, Wilson & Green, P.A.  
CNA Tower, Suite 1150  
255 South Orange Avenue  
Orlando, Florida 32801

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND LIMITATIONS**

THIS SUPPLEMENTAL DECLARATION, made this 22<sup>nd</sup> day of September, 1983, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

**RECITALS**

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 136 through 208, both inclusive, and Tracts A, B, C and D of SUNRISE VILLAGE UNIT 4, a subdivision according to the plat thereof as recorded in Plat Book 29, upon page 38 & 39, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on the 14th day of December, 1982, recorded in Official Records Book 1427, upon pages 202 through 215, both inclusive, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth be held, sold, conveyed and subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having a right, title or interest in the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of Ten Dollars (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals are true and correct.
2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

EXHIBIT

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

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OFFICIAL RECORDS  
BOOK PAGE

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SEMINOLE CO. FL.

3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

5. Tracts A, B, C and D of the Property are to constitute Common Area in accordance with the terms and provisions of the Declaration relating thereto.

6. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Supplemental Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered in the presence of:

Susan Flores

Judy Powell

George Palermos  
Paullette Jeter

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: MORICK BUILDERS, INC.  
a Florida corporation  
General Partner

By: Richard A. Barber  
Its President  
(Corporate Seal)

-and-

By: THE ANDEN GROUP, a California  
general partnership

By: MIDEN CORPORATION,  
a California corporation  
General Partner

By: [Signature]  
Its SE. VICE President  
(Corporate Seal)

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

STATE OF FLORIDA )

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 16 day of January, 1984, by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

OFFICIAL RECORDS  
BOOK PAGE

1517 0705

SEMI-ANNUAL CO. FL.

Richard A. Barber  
Notary Public, State  
of Florida at Large

My commission expires:

Notary Public, State of Florida at Large

My commission expires March 4, 1988

Bonded thru Lawyers Surety Code

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me this 22nd day of September, 1983, by Michael H. Rabin, as SE. VICE President of Miden Corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.



Alberta Wagner  
Notary Public,  
State of California

My commission expires:

RECORDED & VERIFIED  
JAN 16 1 17 PM '84  
CLERK CIRCUIT COURT  
SEMI-ANNUAL COUNTY FL.

087033

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

This Instrument Prepared By  
**GEORGE N. JAHN**  
 Atty, Freed, Slearns, Watson,  
 Greer, Weaver & Harris, P.A.  
 Suite 900, Barnett Plaza  
 201 South Orange Avenue  
 Orlando, Florida 32801

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND LIMITATIONS**

THIS SUPPLEMENTAL DECLARATION, made this 10<sup>th</sup> day of August, 1984, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

**RECITALS**

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 209 through 285, both inclusive, and Tracts, "E," "F," "G," "H," "J," "K" and "L" of SUNRISE VILLAGE UNIT 5, a subdivision according to the plat thereof as recorded in Plat Book 30, upon Page 77, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Property").

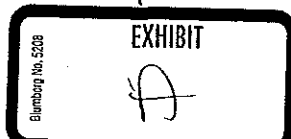
B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on the 14th day of December, 1982, recorded in Official Records Book 1427, upon Pages 202 through 215, both inclusive, of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth be held, sold, conveyed

LEGIBILITY UNSATISFACTORY  
 FOR SCANNING

Composite



RECORDED & VERIFIED  
 CLERK CIRCUIT COURT  
 SEMINOLE COUNTY FL  
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and subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having a right, title or interest in the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals are true and correct.
2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.
3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.
4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property has been originally made subject to and a part of the Declaration.
5. Tracts E, F, G, H, J, K and L of the Property are to constitute Common Area in accordance with the terms and provisions of the Declaration relating thereto.
6. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of

LEGIBILITY UNSATISFACTORY  
FOR SCANNING



O.R. 1571 PG 0942

Covenants, Conditions, Restrictions and Limitations, and has caused this Supplemental Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: RORICK BUILDERS, INC.,  
a Florida corporation,  
General Partner

By: Richard A. Barber  
President

(Corporate Seal)

AND

By: THE ANDEN GROUP, a  
California corporation,  
general partnership

By: MIDEN CORPORATION, a  
California corporation,  
General Partner

By: Michael A. Rabin  
Sr. Vice  
President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 1984 by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

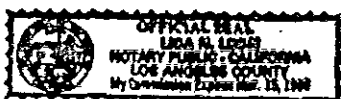
George N. John  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 4, 1988  
Bonded Three Thousand Dollars - Insurance, Inc.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 1984, by Michael A. Rabin, Sr. Vice President of Miden Corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.

Lisa N. Leon  
Notary Public  
My Commission Expires:



LEGIBILITY UNSATISFACTORY  
FOR SCANNING

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND LIMITATIONS

This Document Prepared By  
**GEORGE N. JAHN**  
Jahny, Inc., St. Johns, Watson,  
Greer, Weaver & Harris, P.A.  
Suite 900, Barnett Plaza  
201 South Orange Avenue  
Orlando, Florida 32801

THIS SUPPLEMENTAL DECLARATION, made this 23<sup>rd</sup> day of  
August, 1984, by THE ANDEN GROUP OF FLORIDA, a Florida  
general partnership, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the present fee simple title holder of  
the following described real property situate, lying and being in  
the County of Seminole, State of Florida, more particularly des-  
cribed as:

Lots 1 through 30, both inclusive, of SUNRISE  
ESTATES UNIT 1, a subdivision according to the  
plat thereof as recorded in Plat Book \_\_\_\_\_,  
upon page \_\_\_\_\_, of the Public Records of  
Seminole County, Florida (hereinafter referred  
to as the "Property").

B. The Declarant has heretofore made, executed and  
delivered a certain Declaration of Covenants, Conditions, Restric-  
tions and Limitations under date of October 26, 1982, which were  
on the 14th day of December, 1982, recorded in Official Records  
Book 1427, upon pages 202 through 215, both inclusive, of the  
Public Records of Seminole County, Florida (hereinafter referred  
to as the "Declaration").

C. Declarant desires to maintain the beauty of the  
Property, to assure high quality standards for the enjoyment of  
the Property as an integrated residential development known as  
"Sunrise," and to promote the recreational interest, health,  
safety and social welfare of each owner and occupant of the  
various portions of the Property.

D. Declarant desires that each portion of the Property  
be developed and enjoyed as an integral part of Sunrise, and to  
that end desires that the Property henceforth be held, sold, con-  
veyed and subject to all of the easements, restrictions, covenants,  
conditions and limitations in the Declaration which are for the  
purpose of protecting the value and desirability of and which shall  
run with the Property and be binding on all parties having a right,  
title or interest in the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also  
in consideration of the sum of Ten Dollars (\$10.00) paid to the  
Declarant, the receipt whereof is hereby acknowledged, the Declarant  
hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals  
are true and correct.
2. No other person, firm or corporation has any interest,  
recorded or unrecorded, actual or equitable, in and to the Property  
or any portion thereof.

Composite



3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

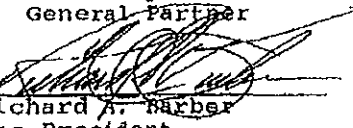
5. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Supplemental Declaration to be executed in its name, by its Partners on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

By: RORICK BUILDERS, INC.,  
a Florida corporation  
General Partner

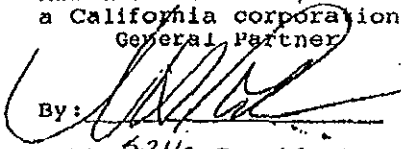
By:   
Richard A. Barber  
Its President

(Corporate Seal)

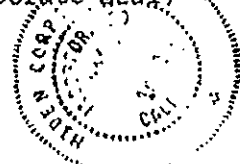
-and-

By: THE ANDEN GROUP, a California  
general partnership

By: MIDEN CORPORATION,  
a California corporation  
General Partner

By:   
Its Bruce President

(Corporate Seal)



STATE OF FLORIDA )  
COUNTY OF ORANGE )

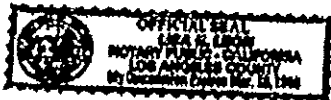
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 1984, by Richard A. Barber, President of Rorick Builders, Inc., a Florida corporation, on behalf of the corporation, and for Rorick Builders, Inc., as General Partner of The Anden Group of Florida, a Florida general partnership.

*[Signature]*  
Notary Public, State  
of Florida at Large

My commission expires  
Notary Public, State of Florida  
My Commission Expires July 4, 1988

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me this 23 day of August, 1984, by Michael Rabin as Sr. Vice President of Miden Corporation, on behalf of the corporation, and for Miden Corporation, as General Partner of The Anden Group of Florida, a Florida general partnership.



*[Signature]*  
Notary Public  
State of California

My commission expires:

156460  
RECORDED & VERIFIED  
CLERK CIRCUIT COURT  
SEVENTH JUDICIAL DISTRICT  
NOV 1 9 33 AM '84

1707 1698

SEMINOLE CO. FL.

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND LIMITATIONS**

*This instrument was prepared by*  
**GEORGE N. JAHN**  
Jahny, Freed, Stearns, Watson,  
Greer & Weaver, P.A.  
Suite 900, Barnett Plaza  
201 South Orange Avenue  
Orlando, Florida 32801

THIS SUPPLEMENTAL DECLARATION, made this 18<sup>th</sup> day of October, 1985, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

**RECITALS:**

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 81 through 84, both inclusive and Tracts "A," "B" and "C," SUNRISE ESTATES UNIT 2, a subdivision according to the Plat thereof as recorded in Plat Book 34, upon Pages 19 through 20, both inclusive of the Public Records of Seminole County, Florida

(hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on December 14, 1982, recorded in Official Records Book 1427, upon Pages 202 through 215, both inclusive of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as a portion of an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth held, sold, conveyed and occupied subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration, which are for the purpose of protecting the value and desirability of and which shall run with the title to the Property and be binding on all parties having a right, title or interest in and to the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

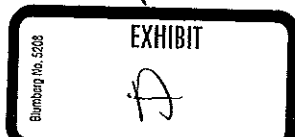
1. Each and every of the aforementioned premise recitals are true and correct.

2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

Composite



LEGIBILITY UNSATISFACTORY  
FOR SCANNING

1707 1699

5. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Alafaya Woods Development, and has caused this Supplemental Declaration to be executed in its name, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

BY: RORICK BUILDERS, INC.  
a Florida corporation  
General Partner

By: Richard A. Barber  
Richard A. Barber  
Its President

(Corporate Seal)

-and-

BY: THE ANDEN GROUP, a  
California general  
partnership

BY: MINEN CORPORATION, a  
California corporation  
General Partner

By: [Signature]  
Its Treasurer

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE SEMINOLE

The foregoing instrument was acknowledged before me this day of October, 1985, by Richard A. Barber as President of RORICK BUILDERS, INC., a Florida corporation, on behalf of the corporation, and for RORICK BUILDERS, INC., as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.

[Signature]  
Notary Public  
My Commission Expires:

Notary Public, State of Florida At Large  
My Commission Expires Sept. 20, 1986  
Bonded By Lawyers Surety Corp.

LEGALLY INSATISFACTORY  
FOR SCANNING

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEMINOLE CO. FL.

The foregoing instrument was acknowledged before me this 18th  
day of October, 1985, by Alex Davis as Treasurer  
of MIDEA CORPORATION, on behalf of the corporation, and for MIDEA  
CORPORATION, as General Partner of THE ANDEN GROUP OF FLORIDA, a  
Florida general partnership.

W. Q. Gogolowski  
Notary Public  
My Commission Expires: 1/2/88



This is not a certified copy

FEB 4 1 33 PM '86

RECORDED  
INDEXED  
FEB 4 1986  
CLERK

266887

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

SEMINOLE CO. FL.  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND LIMITATIONS

THIS SUPPLEMENTAL DECLARATION, made this 13th day of  
January, 1986, by THE ANDEN GROUP OF FLORIDA, a Florida  
general partnership, hereinafter referred to as "Declarant."

RECITALS:

A. Declarant is the present fee simple title holder of the  
following described real property situate, lying and being in the  
County of Seminole, State of Florida, more particularly described  
as:

Lots 286 through 343, both inclusive and Tracts "A,"  
"B" and "C," SUNRISE VILLAGE UNIT 6, a subdivision  
according to the Plat thereof as recorded in Plat Book  
34, upon Page 99, of the Public Records of Seminole  
County, Florida

(hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and deli-  
vered a certain Declaration of Covenants, Conditions, Restric-  
tions and Limitations under date of October 26, 1982, which were  
on December 14, 1982, recorded in Official Records Book 1427,  
upon Pages 202 through 215, both inclusive of the Public Records  
of Seminole County, Florida (hereinafter referred to as the  
"Declaration").

C. Declarant desires to maintain the beauty of the Prop-  
erty, to assure high quality standards for the enjoyment of the  
Property as a portion of an integrated residential development  
known as "Sunrise," and to promote the recreational interest,  
health, safety and social welfare of each owner and occupant of  
the various portions of the Property.

D. Declarant desires that each portion of the Property be  
developed and enjoyed as an integral part of Sunrise, and to that  
end desires that the Property henceforth held, sold, conveyed and  
occupied subject to all of the easements, restrictions,  
covenants, conditions and limitations in the Declaration, which  
are for the purpose of protecting the value and desirability of  
and which shall run with the title to the Property and be binding  
on all parties having a right, title or interest in and to the  
Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in  
consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid  
to the Declarant, the receipt whereof is hereby acknowledged, the  
Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals  
are true and correct.

2. No other person, firm or corporation has any interest,  
recorded or unrecorded, actual or equitable, in and to the Prop-  
erty or any portion thereof.

3. The Declarant has the sole right and authority to make  
and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described  
Property constitutes additional property as defined and referred  
to in the Declaration, and is subject to all of the covenants,  
conditions, restrictions and limitations of the Declaration to  
the same intent, effect and purpose as if the Property had been  
originally made subject to and a part of the Declaration.

EXHIBIT

A

This instrument was prepared by  
GEORGE N. JAHN  
Arky, Freed, Stearns, Watson,  
Greer & Weaver, P.A.  
Suite 900, Barnett Plaza



1748 0184

SEMINOLE CO. FL.

5. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Alafaya Woods Development, and has caused this Supplemental Declaration to be executed in its name, on the day and year first above written.

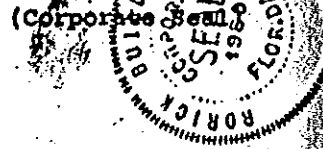
Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

BY: RORICK BUILDERS, INC.  
a Florida corporation  
General Partner

*Elaine Arden*

By: *Richard A. Barber*  
Richard A. Barber, INC.  
Its President



-and-

BY: THE ANDEN GROUP, a  
California general  
partnership

BY: MIDEN CORPORATION,  
California corporation  
General Partner

*Lee Ann Hamet*

By: *John A. Hamet*  
Its President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this day of January, 1986, by Richard A. Barber as President of RORICK BUILDERS, INC., a Florida corporation, on behalf of the corporation, and for RORICK BUILDERS, INC., as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.

*Patricia W. Beckstrom*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 21, 1988  
BONDED THRU GENERAL INS. UNO.



OFFICIAL RECORDS  
BOOK PAGE

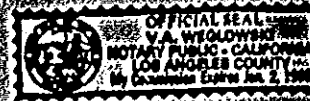
1748 0195

SEMIWOLE CO. FL

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 13<sup>th</sup>  
day of January, 1986, by Michael A. Baker as President  
President of MIDEA CORPORATION on behalf of the corporation, and  
for MIDEA CORPORATION as General Partner of THE ANDEM GROUP OF  
FLORIDA, a Florida general partnership.

W. A. Woldowski  
Notary Public  
My Commission Expires:



LEGIBILITY UNSATISFACTORY  
FOR SCANNING

13  
THIS INSTRUMENT PREPARED BY:

NAME George TANN

ADDR. 201 DANN AVE - Suite 700

ORLANDO, FL 32801

DATE

1816 0282

SEMI-ANNUAL

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND LIMITATIONS

THIS SUPPLEMENTAL DECLARATION, made this 7<sup>th</sup> day of October, 1986, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

RECITALS:

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 55 through 69, both inclusive, and Tracts "A" and "B" SUNRISE ESTATES UNIT 3, a subdivision according to the Plat thereof as recorded in Plat Book 36, upon Page 72 of the Public Records of Seminole County, Florida

(hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on December 14, 1982, recorded in Official Records Book 1427, upon Pages 202 through 215, both inclusive of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as a portion of an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth held, sold, conveyed and occupied subject to all of the covenants, restrictions, conditions and limitations in the Declaration, which are for the purpose of protecting the value and desirability of and which shall run with the title to the Property and be binding on all parties having a right, title or interest in and to the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premises recitals are true and correct.

2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

Composite

Exhibit No. 5208

EXHIBIT

A

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

SEMINOLE CO. FL.

5. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Alafaya Woods Development, and has caused this Supplemental Declaration to be executed in its name, on the day and year first above written.

Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

BY: RORICK BUILDERS, INC.,  
a Florida corporation  
General Partner

By: Richard A. Barber  
Its President

(Corporate Seal)

-and-

BY: THE ANDEN GROUP, a  
California general  
partnership

BY: MIDEN CORPORATION, a  
California corporation  
General Partner

By: Ellen Turner  
Its President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this day of October, 1986, by Richard A. Barber as President of RORICK BUILDERS, INC., a Florida corporation, on behalf of the corporation, and for RORICK BUILDERS, INC., as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.

Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 20, 1990

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

1816 0284

SEMINOLE CO. FL.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 1986, by Robert S. McQueen as Vice President of MIDEN CORPORATION, on behalf of the corporation, and for MIDEN CORPORATION, as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.



J. A. Giefford  
Notary Public  
My Commission Expires:

This is not a certified copy

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

DAVID N. BERRIEN  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.  
369793

RECORDED & VERIFIED  
1987 FEB -5 AM 10:12

13  
DAVID H. BERRIEN  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.

373855

RECORDED & VERIFIED

1987 FEB 19 PM 12:59

This instrument was prepared by:

GEORGE N. JAHN

Stearns Weaver Miller Weissler

Alhadeff & Silterson, P.A.

Suite 900, Barnett Plaza

201 South Orange Avenue

Orlando, Florida 32801

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND LIMITATIONS

THIS SUPPLEMENTAL DECLARATION, made this 27<sup>th</sup> day of October, 1986, by THE ANDEN GROUP OF FLORIDA, a Florida general partnership, hereinafter referred to as "Declarant."

RECITALS:

A. Declarant is the present fee simple title holder of the following described real property situate, lying and being in the County of Seminole, State of Florida, more particularly described as:

Lots 70 through 112, both inclusive, and Tracts "C," "D," "E," "F" and "G," SUNRISE ESTATES UNIT 4, a subdivision according to the Plat thereof as recorded in Plat Book 36, upon Page 75, of the Public Records of Seminole County, Florida

(hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and delivered a certain Declaration of Covenants, Conditions, Restrictions and Limitations under date of October 26, 1982, which were on December 14, 1982, recorded in Official Records Book 1427, upon Pages 202 through 215, both inclusive of the Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration").

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property as a portion of an integrated residential development known as "Sunrise," and to promote the recreational interest, health, safety and social welfare of each owner and occupant of the various portions of the Property.

D. Declarant desires that each portion of the Property be developed and enjoyed as an integral part of Sunrise, and to that end desires that the Property henceforth hold, sold, conveyed and occupied subject to all of the easements, restrictions, covenants, conditions and limitations in the Declaration, which are for the purpose of protecting the value and desirability of and which shall run with the title to the Property and be binding on all parties having a right, title or interest in and to the Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to the Declarant, the receipt whereof is hereby acknowledged, the Declarant hereby declares, covenants and agrees as follows:

1. Each and every of the aforementioned premise recitals are true and correct.

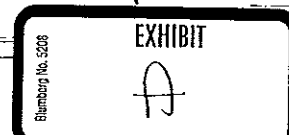
2. No other person, firm or corporation has any interest, recorded or unrecorded, actual or equitable, in and to the Property or any portion thereof.

3. The Declarant has the sole right and authority to make and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described Property constitutes additional property as defined and referred to in the Declaration, and is subject to all of the covenants, conditions, restrictions and limitations of the Declaration to the same intent, effect and purpose as if the Property had been originally made subject to and a part of the Declaration.

BOOK  
PAGE  
1820 0401  
SEMINOLE CO. FL.

Composite



5. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easement for Alafaya Woods Development, and has caused this Supplemental Declaration to be executed in its name, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

BY: RORICK BUILDERS, INC.  
a Florida corporation  
General Partner

*Patricia A. Beckstrom*  
*Patricia A. Beckstrom*

BY: *Richard A. Barber*  
Richard A. Barber  
Its President

(Corporate Seal)

-and-

BY: THE ANDEN GROUP, a  
California general  
partnership

BY: MIDEN CORPORATION, a  
California corporation  
General Partner

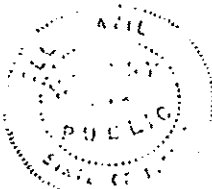
*Lawrence P. Bowling*  
*Patricia A. Beckstrom*

By: *Richard A. Barber*  
Its President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31 day of October, 1986, by Richard A. Barber as President of RORICK BUILDERS, INC., a Florida corporation, on behalf of the corporation, and for RORICK BUILDERS, INC., as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.



*Ellen Carter*  
Notary Public  
My Commission Expires: .

Notary Public, State of Florida at Large  
My Commission Expires Sept. 20, 1990

-2-

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of October, 1986, by Robert R. Mullen as President  
President of MIDEN CORPORATION, on behalf of the corporation, and  
for MIDEN CORPORATION, as General Partner of THE ANDEN GROUP OF  
FLORIDA, a Florida general partnership.

V. Li Wiegowski  
Notary Public  
My Commission Expires:



1820 0403  
SEMINOLE CO. FL.  
BOOK PAGE

LEGIBILITY UNSATISFACTORY  
FOR SCANNING



MARY ELLEN MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

This instrument was prepared by  
GEORGE N. JAHN  
Searns Weaver Miller Weissler  
Athadelf & Sitterson, P.A.  
Suite 900, Barnett Plaza  
201 South Orange Avenue  
Orlando, Florida 32801

578503

1989 JAN 23 PM 3:36

(P)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND LIMITATIONS

THIS SUPPLEMENTAL DECLARATION, made this 4<sup>th</sup> day of  
November, 1988, by THE ANDEN GROUP OF FLORIDA, a Florida general  
partnership, hereinafter referred to as "Declarant."

RECITALS:

A. Declarant is the present fee simple title holder of the  
following described real property situate, lying and being in the  
County of Seminole, State of Florida, more particularly described  
as:

Lots 113 through 141, both inclusive, and Tract "H" of  
SUNRISE ESTATES UNIT 5, a subdivision according to the  
Plat thereof as recorded in Plat Book 40, upon Page  
56, of the Public Records of Seminole County, Florida

(hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and deli-  
vered a certain Declaration of Covenants, Conditions, Restric-  
tions and Limitations under date of October 26, 1982, which were  
on December 14, 1982, recorded in Official Records Book 1427,  
upon Pages 202 through 215, both inclusive of the Public Records  
of Seminole County, Florida (hereinafter referred to as the  
"Declaration").

C. Declarant desires to maintain the beauty of the Prop-  
erty, to assure high quality standards for the enjoyment of the  
Property as a portion of an integrated residential development  
known as "Sunrise," and to promote the recreational interest,  
health, safety and social welfare of each owner and occupant of  
the various portions of the Property.

D. Declarant desires that each portion of the Property be  
developed and enjoyed as an integral part of Sunrise, and to that  
end desires that the Property henceforth held, sold, conveyed and  
occupied subject to all of the easements, restrictions,  
covenants, conditions and limitations in the Declaration, which  
are for the purpose of protecting the value and desirability of  
and which shall run with the title to the Property and be binding  
on all parties having a right, title or interest in and to the  
Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in  
consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid  
to the Declarant, the receipt whereof is hereby acknowledged, the  
Declarant hereby declares, covenants and agrees as follows:

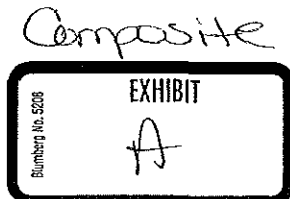
1. Each and every of the aforementioned premise recitals  
are true and correct.

2. No other person, firm or corporation has any interest,  
recorded or unrecorded, actual or equitable, in and to the Prop-  
erty or any portion thereof.

3. The Declarant has the sole right and authority to make  
and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described  
Property constitutes additional property as defined and referred  
to in the Declaration, and is subject to all of the covenants,  
conditions, restrictions and limitations of the Declaration to  
the same intent, effect and purpose as if the Property had been  
originally made subject to and a part of the Declaration.

SEMINOLE CO., FL.  
2035 0615  
BOOK PAGE  
OFFICIAL RECORDS



5. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Alafaya Woods Development, and has caused this Supplemental Declaration to be executed in its name, on the day and year first above written.

Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

BY: RORICK BUILDERS, INC.  
a Florida corporation  
General Partner

By: Richard A. Barber  
Its President

(Corporate Seal)

SEMINOLE CO. FL.  
2035 0616  
BOOK PAGE



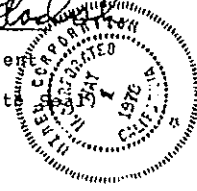
-and-

BY: THE ANDEN GROUP, a  
California general  
partnership

BY: MIDEN CORPORATION, a  
California corporation  
General Partner

By: W. W. Gladwin  
Its Vice President

(Corporate Seal)



Patricia Beckstrom  
Ellen Carter

Kathy Barber  
Joan Barber

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of November, 1988, by Richard A. Barber as President of RORICK BUILDERS, INC., a Florida corporation, on behalf of the corporation, and for RORICK BUILDERS, INC., as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.



Ellen Carter  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 20, 1990

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 4th  
day of November, 1988, by Duice W. Gladich as Vice  
President of MIDDEN CORPORATION, on behalf of the corporation, and  
for MIDDEN CORPORATION, as General Partner of THE ANDEN GROUP OF  
FLORIDA, a Florida general partnership.



J. A. Hunter  
Notary Public  
My Commission Expires:

RECEIVED  
2035 0617  
SEATTLE WA

13  
200

MARTIN E. MORSE  
CLERK OF COUNTY COURT  
SEMINOLE COUNTY, FLORIDA

578505

RECORDED & VERIFIED

1989 JAN 23 PM 3:37

This instrument was prepared by  
GEORGE N. JAHN  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
Suite 900, Barnett Plaza  
201 South Orange Avenue  
Orlando, Florida 32801

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND LIMITATIONS

THIS SUPPLEMENTAL DECLARATION, made this 4<sup>th</sup> day of  
November, 1988, by THE ANDEN GROUP OF FLORIDA, a Florida general  
partnership, hereinafter referred to as "Declarant,"

RECITALS:

A. Declarant is the present fee simple title holder of the  
following described real property situate, lying and being in the  
County of Seminole, State of Florida, more particularly described  
as:

Lots 142 through 181, both inclusive, and Tracts "I"  
and "J," of SUNRISE ESTATES UNIT 6, a subdivision  
according to the Plat thereof as recorded in Plat Book  
40, upon Page 57, of the Public Records of Seminole  
County, Florida

(hereinafter referred to as the "Property").

B. The Declarant has heretofore made, executed and deli-  
vered a certain Declaration of Covenants, Conditions, Restric-  
tions and Limitations under date of October 26, 1982, which were  
on December 14, 1982, recorded in Official Records Book 1427,  
upon Pages 202 through 215, both inclusive of the Public Records  
of Seminole County, Florida (hereinafter referred to as the  
"Declaration").

C. Declarant desires to maintain the beauty of the Prop-  
erty, to assure high quality standards for the enjoyment of the  
Property as a portion of an integrated residential development  
known as "Sunrise," and to promote the recreational interest,  
health, safety and social welfare of each owner and occupant of  
the various portions of the Property.

D. Declarant desires that each portion of the Property be  
developed and enjoyed as an integral part of Sunrise, and to that  
end desires that the Property henceforth held, sold, conveyed and  
occupied subject to all of the easements, restrictions,  
covenants, conditions and limitations in the Declaration, which  
are for the purpose of protecting the value and desirability of  
and which shall run with the title to the Property and be binding  
on all parties having a right, title or interest in and to the  
Property or any part thereof.

NOW THEREFORE, in consideration of the premises and also in  
consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid  
to the Declarant, the receipt whereof is hereby acknowledged, the  
Declarant hereby declares, covenants and agrees as follows:

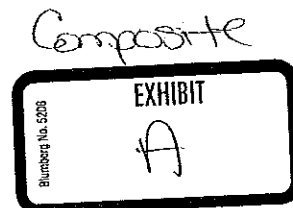
1. Each and every of the aforementioned premise recitals  
are true and correct.

2. No other person, firm or corporation has any interest,  
recorded or unrecorded, actual or equitable, in and to the Prop-  
erty or any portion thereof.

3. The Declarant has the sole right and authority to make  
and execute this Supplemental Declaration.

4. The Declarant hereby declares that the above described  
Property constitutes additional property as defined and referred  
to in the Declaration, and is subject to all of the covenants,  
conditions, restrictions and limitations of the Declaration to  
the same intent, effect and purpose as if the Property had been  
originally made subject to and a part of the Declaration.

2035 0618  
SEMINOLE CO. FL.  
CLERK OF COURT  
BOOK PAGE



5. This Supplemental Declaration shall become effective and binding upon being recorded in the Public Records of Seminole County, Florida, and shall run with the title of the Property and be binding upon the Declarant, its successors, grantees and assigns, and on all parties having any right, title or interest in and to the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Alafaya Woods Development, and has caused this Supplemental Declaration to be executed in its name, on the day and year first above written.

Signed, sealed and delivered in the presence of:

THE ANDEN GROUP OF FLORIDA,  
a Florida general partnership

BY: RORICK BUILDERS, INC.  
a Florida corporation  
General Partner

By: Richard A. Barber  
Its President

(Corporate Seal)

Patricia Beckstrom  
Ellen Airlin

-and-

BY: THE ANDEN GROUP, a  
California general  
partnership

BY: MIDEN CORPORATION, a  
California corporation  
General Partner

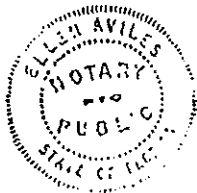
By: David W. Hodish  
Its Vice President

(Corporate Seal)

Kathy Hainley  
Gina Hainley

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of November, 1988, by Richard A. Barber as President of RORICK BUILDERS, INC., a Florida corporation, on behalf of the corporation, and for RORICK BUILDERS, INC., as General Partner of THE ANDEN GROUP OF FLORIDA, a Florida general partnership.



Ellen Airlin  
Notary Public  
My Commission Expires: Sept. 20, 1990

Notary Public, State of Florida at Large  
My Commission Expires Sept. 20, 1990

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 4th  
day of November, 1988, by Bruce W. Haidich as Vice  
President of MIDEN CORPORATION, on behalf of the corporation, and  
for MIDEN CORPORATION, as General Partner of THE ANDEN GROUP OF  
FLORIDA, a Florida general partnership.



J. A. Hunter  
Notary Public  
My Commission Expires:

2035 0620  
SEMINOLE CO. FL  
BOOK 11000  
PAGE 102

**SUNRISE OWNERS GROUP, INC.  
RULES AND REGULATIONS**

**Action on Complaints:** All written and signed complaints that are received by the Association will be reviewed by the Board or the Management Company as directed by the Board. Complaints that are not written or unsigned shall not be addressed. Any proper complaint raising a matter not resolved informally and needing Board action shall be placed on the agenda of the next regularly scheduled Board meeting, unless in the judgment of the Management Company and the President of the Association an emergency meeting is required. Such action as the Board determines to be appropriate will be taken on the complaint at the next regularly scheduled Board of Directors' meeting.

**Action on Violations:** If a proper complaint, in the form specified in the preceding section, or if a written report from the Management Company or from an Officer or Director appears to the President or the Management Company to state a violation of the governing documents such that imposition of a fine may be appropriate, the Occupant charged with the violation and the Complainant shall be notified in advance of the meeting of the Board at which the complaint shall be considered. Notice shall be the best practicable notice under the circumstances and oral notice may be sufficient. If no notice is given to the alleged offender as herein provided the Board may not impose a fine.

1. At the Board meeting to consider the matter the alleged offending party will have an opportunity to present that party's case. The complainant may also be heard.
2. The Board shall determine the appropriate action to be taken, if any, which decision shall be reflected in the minutes. If the Board determines that a fine is in order it may set the amount of the fine, not to exceed the maximum amount allowed by law and the Association's governing documents.
3. If the offender is unwilling or fails to acknowledge and affirmatively accept for the minutes the Board's decision on the matter of a fine, the Board shall proceed to appoint an impartial committee of Association members to re-hear the matter. In that event the Board's decision on the fine shall be construed as a recommendation to the committee. Members of the Board which made the recommendation shall not serve on the impartial committee.
4. Notice of the committee meeting shall again be given to the parties in the manner set forth above (in addition to any other notice

OFFICIAL RECORDS  
BOOK PAGE  
3085 1932  
SEMINOLE CO. FL.

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

852313

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED  
96 JUN 11 AM 10:23

*Paul L. Linder, P.A.  
1305 E. Robinson St. Ste. C  
Del. Fl. 32801*

required by law) and the committee shall hear the parties, determine whether a fine shall be imposed and the amount of the fine, if any, not to exceed the limits imposed by law and the governing documents. The committee shall not be bound by the Board's recommendation, but if it votes not to impose a fine, no fine may be levied. The Occupant shall be responsible for payment of any fine assessed.

5. The foregoing procedure relates only to the imposition of a fine and is not required in the event that the Board declines to consider imposing a fine or fails to give advance notice to the parties of the meeting at which the matter will be considered. This procedure shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled.

OFFICIAL RECORDS  
BOOK PAGE  
3085 1933  
SEMINOLE CO. FL.



**SUNRISE OWNERS' GROUP, INC.**  
**RULES AND REGULATIONS – APPROVED September 9, 2002**

- I. Alterations and Additions:** Any alterations or additions to exterior of the home must have prior written approval of the Architectural Review Committee (ARC) and shall be required to meet all county regulations. One set of plans must be submitted with the request for approval. The ARC approval is limited to solely aesthetics, all plans, property surveys and permits (if required) are the responsibility of the homeowner. Please contact Seminole County for applicable building codes and permits. No garage doors shall be permanently removed.
- II. Fences:** All fences must be approved in writing by the Architectural Review Committee prior to installation. No fence shall extend beyond the front line of the house where the fence attaches. The finished side of any fence shall face to the outside of the lot. The maximum height of the fence shall not be greater than six (6) feet. All fences shall be maintained and kept in good repair. Painting of any fence shall require prior written approval of the Architectural Review Committee. Chain link fences are **not** allowed. County permits and property surveys are the owner's responsibility. NO fence shall be permitted in any portion of the common areas.
- III. Painting:** No exterior portion of any building or fence in the subdivision can be painted without prior written approval of the Architectural Review Committee. All requests must be accompanied by a set of paint charts identifying all colors to be used
- IV. Roof:** Roof installation must meet all local building codes. Any change in color from existing roof must have the prior written approval of the Architectural Review Committee. Only asphalt shingles shall be used unless otherwise approved in writing by the Board of Directors
- V. Storage Sheds:** All storage sheds to be installed must have prior written approval of the Architectural Review Committee and **MUST** comply with Seminole County Building Codes. Sheds can only be located in a rear yard behind a privacy fence. Location of the shed must conform to zoning regulations
- VI. Addresses:** Address numbers must be displayed. The size of the numbers should be easily read from the street. This is per request of Sheriff's Department and Fire Department.
- VII. Animals:** No animals, fowl or reptiles shall be kept on lots or in structures on lots except for caged birds, kept as pets, and domestic dogs and cats, provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes. No animal cages are allowed on the front porch.
- VIII. Basketball Apparatus:** All Basketball apparatus allowed in subdivision with the prior written approval of the ARC. All Basketball apparatus must be maintained upright and in good condition with backboard and poles painted and hoops with nets. No Basketball apparatus shall be mounted or installed on the exterior of a building. Basketball apparatus must not be used in the streets and must not be left at the end of driveway. No Basketball playing shall be permitted on any lot after 9:00PM.
- IX. Boats:** All boats stored on a lot must be behind a privacy fence in the side or rear and must not be more than 24 feet in length. Boat covers must be taut and free from tears.
- X. Business Run From Home:** All Home Businesses must be properly licensed and approved by the county.
- XI. Landscaping:** All lawns and landscaped areas will be maintained by mowing, edging, weeding, and trimming. Streets and sidewalks must be cleaned of clippings after mowing. Any Lot that is not maintained in a manner satisfactory to the Board of Directors, the Association shall have the right but not the obligation to repair, maintain and restore the Lot and any other improvements thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject. Such entry shall not constitute trespass.

**XII. Mail Boxes:** Mailboxes must meet the specification of the United States Post Office.

**XIII. Sunrise's Playgrounds and Equipment:** Children under 12 years of age must be supervised by an adult at all Sunrise playgrounds. All acts of vandalism will be reported to the Sheriff's Department. All vandalism repairs needed will be at the expense of the parent. Playgrounds must be left free of trash and debris. No parking of vehicles on grass. Parks and Playgrounds are closed from dusk to dawn.

**XIV. Play Structures:** All play structures shall comply with Seminole County codes and shall be placed in the back yard.

**XV. Trailers & Recreational Vehicles:** All Recreational Vehicles, Trailers, Campers stored or parked on the lot shall be behind a privacy fence, and must not be over eight (8) feet in height (measured to top of roof or attachments to roof). No Recreational Vehicles shall be used as a residence in subdivision.

**XVI. Refuse & Recycling Containers/ Storage:** All refuse & recycling containers MUST be stored out of sight except on collection day. Refuse and recycling containers may be placed out for collection after 6:00PM the night prior to scheduled pick-up day. All containers must be removed as soon as possible after service. Other items shall not be stored on the Lot that is visible to the public. Nothing shall be stored on common property.

**XVII. Signs:** No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than two (2) square feet in size or one temporary real estate sign of not more than five (5) square feet in area. No signs may be placed in the right of way, including on utility poles, trees or street signs.

**XVIII. Vehicles and Repairs:**

- No Commercial vehicles or Trucks with more than two axles or four wheels (dually pickups are permitted) or a load rating over 1 ton (GVWR over 11,500 lbs.) are allowed to be parked overnight in the subdivision.
- No Over-sized vehicles, Off-road vehicles, Tractor Trailers, Buses shall be parked overnight in the subdivision.
- No inoperable vehicle shall be allowed to remain either on or adjacent to any lot. All inoperable vehicles will be reported to Seminole County and are subject to towing at the homeowner's expense.
- There shall be no major repairs performed on any motor vehicle anywhere in the subdivision.
- All motorized vehicles operated on the properties or parked outside of a garage shall have a current license tag.
- There shall be no repairs for hire anywhere in the subdivision.
- No vehicle shall be parked such that any portion of the vehicle blocks the sidewalks. Vehicles shall only be parked on the street passenger side to the curb, or in the driveway. No vehicle shall be parked on the grass anywhere in the subdivision.
- No vehicles shall be parked or stored in the front, back or side yards (except as otherwise permitted in these rules).
- No vehicles shall be parked on the common properties other than in designated parking areas. No Vehicles shall be parked in the common areas overnight.
- No Off-road or other motorized vehicles shall be operated on the common properties.

**XIX. Window Air Conditioning Units:** Window air conditioning units, whether mounted in a window or through a wall, shall not be permitted on any house. Only central heating and air conditioning units shall be used.

**THE ABOVE RULES AND REGULATIONS HAVE BEEN APPROVED BY THE BOARD OF DIRECTORS ON 9/9/2002 and ARE ENFORCEABLE IN THE COURTS. PLEASE REFER TO YOUR SUNRISE DEED RESTRICTIONS FOR A COMPLETED READING OF THE RECORDED DEED RESRICTIONS.**

#### ARCHITECTURAL COMMITTEE REGULATIONS

In accordance with the Declaration of Covenants, Conditions and Restrictions, no building, fence, well, or other structure shall be commenced, erected or maintained upon properties, nor shall any exterior addition to change or alteration therein be made until 2 complete sets of the Plans and Specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography.

The following restrictions have been set up by the Architectural Review Board for the Homeowners Association of Sunrise:

#### 1. FENCES

#### ARCHITECTURAL APPROVAL

#### 2. PAINTING

- A. Only muted earth tone colors to be used on the outside of any structure within Sunrise.
- B. Painting of fences to comply with the above.

#### 3. PATIOS

- A. Roofing to be of muted earth tone colors (or white) that match with existing roof shingles or house trim.

#### 4. SCREENING

- A. Any and all screening on property to be of black, grey or bronze.

#### 5. FLAG POLES

- A. Bracket supported flags are permissible.
- B. No free standing flag pole.

#### 6. AERIALS

- A. No radio or television or other aerial, antenna, tower or transmitting or receiving aerial or support thereof shall be erected, installed, placed or maintained upon any lot or upon any building or structure except those devices used under eaves or entirely within the enclosed portion of the individual dwelling unit or garage; and in no event shall such devices protrude above the highest point of the dwelling or living unit situated upon such lot.

#### 7. LAUNDRY

- A. No clothes, sheets, blankets or other articles shall be permitted to be or otherwise displayed on any part of the properties except in a service yard or yard enclosed by a lattice, fence or other screening device which conceals from view.

#### 8. EXTERIOR LIGHT FIXTURES

- A. No lighting fixture shall be installed that may be an annoyance or a nuisance to the residents of adjacent properties.

9. REFUSE

- A. Containers must be kept within a utility yard or other enclosure so the same is not open to view by the public or residents within the vicinity.
- B. Said containers can be placed at street side for removal of refuse the night before announced pickup time.
- C. Said containers must be returned to utility yard or enclosure the same day of pickup.
- D. No trash, garbage, rubbish, debris, waste material or other refuse shall be allowed to accumulate or remain on any lot.

10. WINDOW AIR-CONDITIONING UNITS

- A. Exterior housing and any framing or support to be painted to blend with surrounding wall.

11. GUTTERS AND DOWN SPOUTS

- A. To be painted to match trim.

## **Architectural Committee Regulations**

### **Revised and Adopted**

**March 1994**

#### **Boats:**

Boats over 18 feet in length cannot be stored on any lot in the subdivision. Any boat stored on a lot must be behind the fence at the side or in the rear of the lot. If covered the boat cover must be taut and free from tears and rips.

#### **Painting:**

No exterior portion of any building in the subdivision can be painted without prior written approval of the Board of Directors. All request shall be accompanied by a sets of paint charts identifying all colors to be used. Driveways are not to be painted.

#### **Roof:**

Only asphalt shingle can be used unless otherwise approved by the Board of Directors. Installation must meet all local building codes. Any change in color from the existing roof must be approved by the Board of Directors.

#### **Aerials & Satellite Dishes:**

No radio or television or other aerial, antenna, tower or transmitting or receiving aerial or support thereof shall be erected, installed, placed or maintained upon any lot or upon any lot except those devices used under eaves or entirely within the enclosed portion of the individual dwelling unit or garages; and in no event shall such devices protrude above the highest point of the dwelling or living unit situated upon such lot. Satellite dish antennas can be installed in the rear yard of a residence subject to Board of Directors prior approval. No satellite dish will be approved that extends above the height of the house or is not in a fenced in yard.

#### **Vehicles and Repairs:**

No inoperative automobiles, trucks, vans, trailers, or any other type of inoperative motorized vehicle, shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours. There shall be no major repairs performed on any motor vehicle on or adjacent to, any Lot in the subdivision. All motorized vehicles parked or operated on the Properties outside of a garage shall have a current license tag. No vehicle may be parked such that any portion of the vehicle blocks the sidewalks. Vehicles shall only be parked on the street or in the driveway. No vehicles will be parked or stored in the front, back or side yards. No vehicles shall be parked on the common properties other than in designated parking areas nor shall any vehicle be parked in the common areas overnight. No off road or other motorized vehicles are permitted to operate on the common properties.

### **Recreational Vehicles:**

No recreational vehicles may be parked overnight on any lot in the subdivision. No recreational vehicles or campers shall be stored on any lot in the subdivision. Trailers stored on the lot shall be behind the fence to the side or the rear of the lot. No recreational vehicle may be used as a residence on any lot.

### **Fences:**

No fence shall extend beyond the front line of the house. No chain link fences are permitted on any lot. The "finished" side of any fence shall face to the outside of the Lot, as viewed from the property surrounding the Lot upon which same is constructed. The maximum height of the fence shall not be greater than six (6) feet. All fences must be maintained and kept in good repair. Painting of any fence shall be approved by the Board of Directors.

### **Signs:**

No signs of any kind shall be displayed to public view on any Lot except one professionally lettered sign per lot of not more than five (5) square feet in size. All other signs must be approved by the Board of Directors as to size, purpose, and location on any Lot. Approved garage sale signs must be removed daily. Construction signs must be removed upon completion of construction. "For Rent" or "For Sale" signs must be removed within five (5) days of closing. "Open House" and "Garage Sales" signs can only be posted from 5:00 PM Thursday through 5:00 PM Sunday. No signs are to be posted on trees, posts, in the medians, or on common properties..

### **Basketball Backboards:**

All basketball apparatus, including, but not limited to, poles, backboards, hoops and nets, shall only be installed with the approval of the Board of Directors. All such apparatus shall be installed no closer to the street curb than  $\frac{1}{2}$  the distance from the curb to the front portion of the house in line with the position of the pole. All poles will be permanently mounted a maximum distance of 18" from the driveway when measured to the center of the pole. All basketball apparatus shall be maintained with backboards and poles painted and hoops with nets. No basketball apparatus may be mounted or installed on the exterior of a building. No basketball playing shall be permitted on any lot after 9:00 PM.

### **Play Structures:**

All play structures require prior approval of the Board of Directors as to design and location. Play structures shall only be installed in the back yard. No tree houses shall be allowed.

### **Mail Boxes:**

Mailboxes must meet the specifications of the United States Post Office.

### **Storage Sheds:**

Storage sheds shall be approved by the Board of Directors prior to installation. Maximum size shall be 8' X 10' and no more than 7' high. Storage sheds can only be located in a rear fenced in yard.

### **Alterations and Additions:**

All alterations or additions to any structure on the Lot shall be approved by the Board of Directors and will be required to meet all permitting requirements. Two sets of plans must be submitted with the request for approval. The roofing shingles used on any addition shall be of the same composition and color as that of the house. No additions shall be approved unless they have a common wall and can be entered from the primary residence.

### **Landscaping:**

All landscape and lawn areas must be maintained by mowing, edging, weeding, and kept free of infestations. The Board of Directors reserves the right to attend to lawns on lots that have been abandoned or are vacant.

### **Garages:**

All lots containing a residence shall maintain a garage in working order, capable of storing an automobile. Garages shall not be converted into living space. All garage doors shall be maintained and painted to keep a neat and clean appearance.

### **Exterior Lighting Fixtures:**

No lighting fixture on the exterior of any building or structure shall be installed without Board of Directors approval.

### **Refuse:**

- Refuse containers must be kept within a utility yard or other enclosure so that same is not open to view by the public or residents within the vicinity.
- Said containers can be placed at street side for removal of refuse the night before announced pickup time.
- Said containers must be returned to utility yard or enclosure the same day of pickup.
- No trash, garbage, rubbish, debris, waste material or other refuse shall be allowed to accumulate or remain on any lot.

### **Window Air Conditioning Units:**

Window air conditioning units are not permitted on any unit.

### **Gutters and Down Spouts:**

Gutters and down spouts of any building must be painted to match trim.

### **Business Run From Home:**

No business shall be run from the home that is in violation of the county