This instrument was prepared by:
Alan Schwartzseid, Esq.
KAYE BENDER REMBAUM, P.L.
855 East S.R. 434, Suite 2209
Winter Springs, FL 32708

Ref: O.R. Bk 3278 Pg 4548
O.R. Bk 9366, Pg 899

CERTIFICATE OF RECORDING

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNSET LAKES

THIS CERTIFICATE OF RECORDING is executed by the undersigned officers of SUNSET LAKES HOMEOWNERS ASSOCIATION, INC. (the "Association") the corporation in charge of the operation and control of Sunset Lakes Subdivision, located in Brevard County, Florida, according to the Declaration Of Covenants And Restrictions as recorded in the Public Records of Brevard County, Florida, in Official Records Book 3278, beginning at Page 4548. The undersigned hereby certify that the attached document was approved in accordance with the governing documents of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of Oct., 2026, in Brevard County, Florida.

WITNESS 1:

By: _____
Name: Darcy Conrad
Address: 3761 Sierra Dr.
Merritt Island, FL 32953

WITNESS 2:
By: _____
Name: Cleon Buzzell
Address: 3831 Sunflower Ct.
Merritt Island, FL 32953

SUNSET LAKES HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Julie Song, its President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, on this 12 day of October, 2026, by Julie Song, as President, for Sunset

Lakes Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification and did take an oath.

By: _____
Name: BRENT D KREBS
Notary Public, State of Florida
Commission Expires: July 7, 2028

BRENT D. KREBS
MY COMMISSION # HH581153
EXPIRES: July 07, 2028

Notary Seal

ATTESTED TO BY:

SUNSET LAKES HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Matthew Bolin, its Secretary 12/27/26

WITNESS 1:

By: _____
Name: Dary Conrad
Address: 3761 Sierra Dr
Merritt Island, FL 32953

WITNESS 2:
By: _____
Name: Cleon Buzzell
Address: 3831 Sunflower Ct.
Merritt Island, FL 32953

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, on this 12 day of October, 2026, by Mathew Bolin, as Secretary, for Sunset Lakes Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification and did take an oath.

By: _____
Name: Brent D Krebs
Notary Public, State of Florida
Commission Expires: July 7, 2028

Notary Seal

BRENT D. KREBS
MY COMMISSION # HH581153
EXPIRES: July 07, 2028

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNSET LAKES

Substantial rewording. See governing documents for current text.

This Amended and Restated Declaration of Covenants and Restrictions for Sunset Lakes (this "Declaration") is made as of the date set forth below by Sunset Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, (the "Association") for the following uses and purposes:

RECITALS:

WHEREAS the Declaration of Covenant and Restrictions for Sunset Lakes was recorded in Official Records Book 3278, beginning at Page 4548, of the Public Records of Brevard County, Florida, on April 1, 1993 (shall hereafter referred to as the "Original Declaration"); and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3307, beginning at Page 2237, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3415, beginning at Page 1178, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3431, beginning at Page 1042, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3447, beginning at Page 2386, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3532, beginning at Page 1285, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3572, beginning at Page 3052, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3702, beginning at Page 2879, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 3896, beginning at Page 3005, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4026, beginning at Page 2645, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4117, beginning at Page 1281, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4118, beginning at Page 2446, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4207, beginning at Page 0705, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4209, beginning at Page 3738, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4227, beginning at Page 1170, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4285, beginning at Page 3571, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4426, beginning at Page 3559, of the Public Records of Brevard County, Florida; and,

WHEREAS the Original Declaration was amended by that certain the Amendment to Declaration of Covenants and Restrictions for Sunset Lakes as recorded in Official Records Book 4426, beginning at Page 3563, of the Public Records of Brevard County, Florida; and,

WHEREAS, this Declaration, as may be amended from time to time, shall encumber all phases of Sunset Lakes Subdivision, including Phase 1-A (which is also known as Phase One-A), recorded in Plat Book 38, Pages 58 and 59: Phase 1-B (which is also known as Phase One-B), recorded in Plat Book 39, Pages 21 and 22; Phase Two, recorded in Plat Book 41, Pages 14 and 15; Phase III, recorded in Plat Book 42, Page 20; Phase IV-A, recorded in Plat Book 44, Page 19; Phase IV-B, recorded in Plat Book 44, Page 22; Phase V, recorded in Plat Book 44, Pages 93 and 94; Phase VI, recorded in Plat Book 45, Pages 41 and 42; Sunset Lakes West - Island Estates, recorded in Plat Book 45, Pages 85 – 87; Phase VII, recorded in Plat Book 46, Pages 1 and 2; Phase VIII, recorded in Plat Book 46, Pages 43 and 44; and Phase IX, recorded in Plat Book 47, Pages 26 and 27; and Phase X, recorded in Plat Book 47, Page 28; all of the Public Records of Brevard County, Florida; and,

WHEREAS, this Declaration and the covenants, conditions, easements, and restrictions as set forth therein and the interests of the Sunset Lakes Homeowners Association, Inc., and the individual owners of lots and parcels located within the lands governed by this Declaration were preserved as provided by Section 720.3032, Florida Statutes, as required by Chapter 712, Florida Statutes, by that certain Marketable Record Title Act Notice, as recorded on December 22, 2021, and recorded in Official Records Book 9366,

beginning at Page 899, at Clerk's File Number 2021333345, of the Public Records of Brevard County, Florida.

Article I
Mutual benefits and obligations

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

Article II
Definitions

Section 2.1: Sunset Lakes, Sunset Lakes Subdivision and/or Subdivisions. The terms Sunset Lakes, Sunset Lakes Subdivision and/or Subdivisions shall mean all the property which has been subjected to this Declaration and at times referred to and known as Sunset Lakes inclusive of all phases thereof as depicted on the recorded Plats, each of which shall be identified as a phase of Sunset Lakes.

Section 2.2: **Board of Directors**. Board of Directors and/or Board shall mean and refer to the Board of Directors of Sunset Lakes Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 2.3: **Lot**. Lot shall mean and refer to each of the platted Lots in the Subdivision, regardless of whether a dwelling has been constructed on such Lot.

Section 2.4: **Owner.** Owner shall mean and refer to each person who holds record title to a Lot, excluding those holding such title merely as security for performance of an obligation as described in Section 697. 01, Florida statutes.

Section 2.5: **Common Property**. Common Property shall mean and refer to tracts B, C, D, F and N together with all roadways and sidewalks are intended for the common use and benefit of all Owners of a Lot in any phase of Sunset Lakes, subject, however, to the easements herein granted.

Section 2.6: **Assessments**. Assessment shall mean and refer to each annual and special Assessments by the Association against Lots in the subdivision made in accordance with the terms of these covenants.

Section 2.7: **Association**. Association shall mean and refer to Sunset Lakes Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 2.8: **Architectural Review Committee**. Architectural Review Committee shall mean and refer to the committee of the Sunset Lakes Homeowners Association, Inc. charged with the duty set forth in Article VII of these covenants. Sometimes referred to as the "ARC".

Section 2.9: **Developer.** Developer shall mean and refer to Deerfield Groves partnership, a Florida general partnership. The control of the Sunset Lakes Subdivision has passed from the Developer to the Association following turnover of control of the Board of Directors following the sale of a sufficient number of Lots in the Subdivision.

Section 2.10: **Stormwater Management System**. Stormwater Management System (sometimes also referred to as the "SWMS") shall mean and refer to a system which is designed and constructed or implemented to control discharges which discharges are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

ARTICLE III
Subdivision Assessments

Section 3.1: **General Purpose**. The Association is organized for the purpose of owning and maintaining the Common Property including drainage and retention areas, landscaping and lighting situated thereon; providing for enforcement of the covenants; and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonably related thereto. All Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Association. In order to pay for these services, the Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which came due during the time such Owner owned the Lot.

Section 3.2: **Creation of Lien for Assessments**. All Lots owned by Owners are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of these covenants. This continuing lien will also secure interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. The Association shall have the right to a lien on each Lot for unpaid Assessments commencing upon the initial conveyance of the Lot to an Owner. The lien will be effective from and after recording a Claim of Lien in the public records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid. All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

Section 3.3: **Assessments.** Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the common expenses to be incurred by the Association during the fiscal year. The Board shall then establish the Assessment for common expenses for each Lot, which shall be equal, and which shall be determined by dividing the total amount to be assessed for common expenses by the number of Lots for which Assessment for common expenses are to be made pursuant to the budget (hereinafter sometimes referred to as the annual assessment). The Association shall then notify each Owner in writing of the amounts, and due dates of the Assessments for common expenses, as well as the place to which they are to be paid. The Assessments shall be due and payable in two equal installments on January 1st and on July 1st of each year, although the Board is authorized, by resolution, to make the installments due monthly, quarterly, or semi-annually for each fiscal year. Assessments shall be considered past due (15) days after the stated due date.

Section 3.4: Individual Assessments. The covenants and restrictions set forth herein or as may be amended, and any Community Standards, rules or other regulations of the Association, shall be enforced against any person or persons violating or attempting to violate any of the foregoing, either to restrain said violation or to recover damages, and may further or separately be enforced by levying fines against the individual violator(s) in the manner provided in Section 720.305, Florida Statutes (2025), as amended from time to time. The Association in pursuing enforcement shall be entitled to recover, in addition to any damages, costs or expenses incurred by the Association in correcting or remediating any violation, any other costs

and disbursements allowed by law, and reasonable attorneys' fees at trial, on appeal and in bankruptcy or as incurred in the determination of such fees and costs. All such attorneys' fees and costs incurred by the Association in pursuing any rights pursuant to this Declaration shall also become an Individual Assessment against the Lot of the Owner which caused the violation(s), regardless of whether suit is brought or not, based on the affirmative vote of a majority of the Board of Directors during a meeting of the Board for which at least fourteen (14) days'-notice was provided to the Lot's Owners, which notice lists the adoption of a special assessment on the agenda. Such Assessment, if not paid, shall be subject to lien and foreclosure. An Individual Assessment may be levied upon the sooner of: (1) the violation being corrected (regardless of what causes that correction); or, (2) the Association obtaining an Order determining that it is the prevailing party in litigation or administrative proceedings pertaining to the violation. This provision shall apply to all Owners and Lots within the Community, regardless of when the violation arose and regardless of whether a demand to cure same has been filed.

Section 3.5: **Special Assessments**. The Association may levy and collect Special Assessments to:

(1) Pay in whole or in part for the cost of any major repair or replacement of a capital improvement and/or capital asset owned by the Association without concurrence of the Membership. A major repair is a repair made to an existing capital improvement asset, the cost of which exceeds seventy-five percent (75%) of the total reserve fund to be collected for that item as part of the annual assessment. Replacement of a capital improvement asset means any replacement of an existing capital improvement and/or asset.

(2) Acquire a new capital improvement and/or capital asset if the Special Assessment is approved by a vote of sixty-percent (60%) of the Membership. All Special Assessments to acquire a new capital improvement and/or capital asset must have a defined task statement, and estimated and/or projected cost, and scheduled for implementation prior to approval and are not subject to the budget increase restriction for annual Assessment(s).

Section 3.6: **Effect of Non-Payment of Assessments; Remedies of the Association**. Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars ($25.00) or five percent (5%), whichever is greater, of the amount of each installment that is paid past the due date and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No member may waive or otherwise escape liability for Assessments by non-use of common property or by abandonment of the Lot owned by such Owner. The Association shall be entitled to reasonable attorneys' fees and costs for the enforcement of the rights herein, without regard as to whether a foreclosure action has been filed.

Section 3.7: **Subordination of Lien to Mortgages.** The lien of any Assessment authorized by these covenants shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure but not for Assessments which fall due after such date. The failure to pay any Assessment here under shall not constitute a default under any mortgage insured by an agency of the United States of America.

Section 3.8: **Damage by Owners**. The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be

part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these covenants.

Section 3.9: **Maximum Assessment**. Annual Assessments may be increased each year as required based upon the budget of the Association as adopted by the Board of Directors; provided, however, that if the proposed Annual Assessment would increase by greater than ten percent (10%) more than the prior Annual Assessment, then approval of the proposed budget must be submitted for approval by the Members at a duly called meeting of the Members at which a majority vote of the Members shall approve the proposed budget.

ARTICLE IV
Owner's Rights

Section 4.1: **Membership**. Every Owner of a Lot in the Subdivision shall be a member of the Association (here and elsewhere referred to as a "member"). Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to Assessment. The Owners of a Lot shall be entitled to one (1) vote on all membership issues for each Lot owned. Such votes may be cast by that person designated by a voting certificate or other representative designation as filed with the Association, or by any Owner of the Lot subject to any further provisions concerning voting as provided by the Bylaws of the Association.

Section 4.2: Right to Use Common Property. Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-residential Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended subject, however, to the easements herein granted. This right shall pass with the title to the Lot owned by the Owner.

Section 4.3: **Utilities.** Each Owner may use the utilities constructed in the roads or other easements as shown on the Plat as the same may be relocated from time to time, subject to regulations and ordinances of Brevard County.

ARTICLE V
Rights of the Homeowners Association's

Section 5.1: **Enforcement Rights**. The Association, its agents or employees, shall have the right, but not the obligation, following mailing of notice and demands to the Owner to correct any violation to enter upon any Lot to inspect for any violation of these covenants and restrictions; to perform only the following maintenance tasks should the Owner following demand refuse to do so: (a) maintain any portion of any surface water management system located on a Lot which would normally be the responsibility of the Owner, or (b) mow or edge front lawns (and side lawns for corner Lots), trim bushes and trees, or pressure wash sidewalks and driveway aprons. The costs of any of the foregoing maintenance will be the responsibility of the Owner and is subject to Individual Assessment under Sections 3.4 and 5.2. The Association shall not have the right to perform any other maintenance on any Lot unless it is first authorized to do so by a court of competent jurisdiction following entry of an injunction and the Owner's failure to comply therewith.

5.2: Violations And Fines:

Every Owner and every Owner's tenants, guests and invitees shall comply with the provisions, restrictions and covenants set forth herein, and the Articles of Incorporation and Bylaws of the Association and any and all rules and regulations which from time to time may be adopted by the Board.

(1) **Enforcement**. If any person or entity shall violate or attempt to violate the terms of the Declaration, the Articles of Incorporation, the Bylaws and/or the Rules and Regulations of the Association, all as amended from time to time (hereinafter sometimes collectively referred to collectively as the "Governing Documents"), it shall be lawful for the Association or any Owner to: (1) prosecute proceedings for the recovery of the damages against those so violating or attempting to violate the terms of the Governing Documents; (2) maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of the Governing Documents for the purpose of preventing or enjoining all or such violations or attempted violations; or (3) maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity all at the expense of the Owner of such property, which expense shall constitute an Individual Assessment as provided by Section 3.4, which Individual Assessment shall be the sole responsibility of such Owner and property which may be treated and may be collected as set forth in the Governing Documents for any other type of Assessment, and such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision, as well as elsewhere herein, shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in the Governing Documents and the offending Owner and/or individual shall be liable to the Association for all costs and fees of enforcement specifically including, without limitation, court costs, reasonable attorneys' fees and paralegal fees, regardless of whether suit is brought (including such fees and costs before trial, at trial and on appeal), which attorneys' fees and costs shall likewise be included with the sums due and payable by the Owner of the violating Lot as a portion of the Individual Assessment, regardless of whether suit has been filed.

The failure of the Association or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation here and contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach for violation, or as to any other breach or violation thereof occurring prior or subsequent thereto. Notwithstanding anything herein to the contrary, the Board of Directors may in its discretion grant a waiver to any Owner who has violated any of the covenants and restrictions contained herein, and such waiver shall not be deemed a waiver of the right of the Association to otherwise enforce any or all of the covenants and restrictions contained herein as to this Owner or any other Owner.

Except as otherwise provided for herein and/or in the law(s), the Association may suspend an Owners' use of the Common Property for a period not to exceed a reasonable period of time and may levy fines against an Owner if the Owner is in violation of any of the terms, provisions, restrictions and covenants set forth in the Governing Documents. Suspension of the right to use the common area(s) shall not impair an Owner's right to have ingress to or egress from the Owner's Lot, the right to park, or access to utility services for the Owner's Lot.

(2) **Enforcement Committee**: in the event that the Board wishes to enforce any of its Governing Documents by way of fines, or suspension of use rights to Common Property and/or facilities, the Board of the Association shall appoint an enforcement committee (here and sometimes referred to as the "Enforcement Committee"), consisting of at least three Owners. The purpose of the Enforcement Committee shall be to conduct hearings to make decisions concerning alleged violations of the Governing Documents by Owner, and/or their tenants, guests or invitees, and to specifically confirm fines and suspension of certain use rights as determined and/or levied by the Board, all as set forth hereinafter. Owners appointed to the Enforcement Committee shall not be officers, Directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. A majority vote of the Enforcement Committee is necessary to confirm a fine or suspension of the right to use any Common Property and facilities (as more fully set forth below).

(3) **FINES AND/OR SUSPENSION OF USE RIGHTS**: In addition to all other remedies and to the maximum extent lawful, in the discretion of the Board of Directors and Enforcement Committee, a fine or fines (and/or suspension of use rights) may be imposed upon an Owner, and his/ her tenant, guest or invitee for failure to comply with any covenant, restriction, rule or regulation set forth herein or in any of the Association's Governing Documents, provided the procedure and provisions required by the Florida Statutes and/or hereafter are adhered to:

a. **Board Levying Fines and or Suspension Of Use Rights.** the Board of Directors may levy a fine against or suspend the use rights of the offending party by performing the following: the Board of Directors motions and approves levying of a fine or suspension of use rights by vote of a majority of the Board of Directors present at a properly noticed Board of Directors meeting. The fine may not exceed $100 per violation or $1,000 in the aggregate for a continuing violation. However, a fine may be levied by the Board of each day of continuing violation, up to a total of $1,000. The Board of Directors shall notify the Owner of the alleged infraction(s) and levying of a fine and/or suspension of use rights by sending a notice by mail or hand delivery to the Owner. The notice shall, likewise, specify the date and time of the hearing before the Enforcement Committee. Such notice shall be given to the Owner or other offending party at least fourteen (14) days prior to such hearing.

b. **Committee Hearing.** The hearing, as set forth above, shall be before an Enforcement Committee of at least three (3) members of the Association appointed by the Board of Directors as described above. The party sought to be fined and/or suspended for the alleged violation shall have an opportunity to present defenses and reasons why fine(s) and/or suspension(s) should not be imposed. After said hearing, the Enforcement Committee, by a majority vote shall determine whether to confirm or reject the fine and/or suspension of use rights as levied by the Board of Directors. The Enforcement Committee shall prepare and submit its determinations regarding the fine and/or suspension of use rights, if any, in writing to the Board of Directors.

c. **Limitation on Penalties.** As suggested above, the Association may impose a fine against the Owner, tenant, guest or invitee, in an amount not to exceed $100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $1,000.00 in the aggregate.

d. **Non-Exclusive Remedy**. The fine and/or suspension of use rights shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Among these additional remedies shall be the right of the Association to enforce its Governing Documents by legal action, including equitable enforcement. The cost and/or attorneys fees incurred by the Association for such enforcement shall be payable by the Owner and/or other offending party, in accordance with the Florida Statutes and the Governing Documents as provided in Section 5.1.

(4) **Additional Enforcement:** In addition to any and all other enforcement rights the Association may have, each Owner, or any other party as provided herein shall have the right to enforce the Governing Documents, including the covenants, restrictions and provisions hereof, including without limitation, bringing the actions in filing and foreclosing the liens described herein. Enforcement of the Governing Documents, including the covenants, restrictions and provisions hereof, may be accomplished by any proceeding at law or in equity including without limitation, and action for damages and injunctive relief period the Association shall have the right to suspend the voting rights and use of the common area of any defaulting Owner. Failure to enforce the Governing Documents including the covenant, restriction or provisions hereof, shall not be deemed a waiver to do so thereafter. The defaulting and/or offending Owner and/or party shall be responsible for all costs incurred and enforcement of the Governing

Documents, including but not limited to, attorney, paralegal and legal assistant fees, costs and expenses, related fees, cost and expense, court cost and witness and expert fees and cost, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

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

Section 5.3: **Other Assessments**. Any amounts owed by any Owner to the Association as the result of the Association enforcing against violations of these covenants or maintaining or Lots as provided by Section 5.1 shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Association. If any of that amount sums are not paid when due, they shall, at the election of the Association, either become an individual Assessment due from such Owner or be added to and become part of the Annual Assessment to which the Lot is subject and be enforceable as provided in Article III of these Covenants.

Section 5.4: **Common Property Rights**. The Association shall have the right:

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

(2) to convey or encumber any Common Property if authorized: (i) by a vote of the Board of Directors, and (ii) by a two-thirds (2/3) vote of the Members present in person or by proxy at a meeting duly called for such purpose.

(3) to levy fines for violations of these Covenants and/or rules and regulations or Community Standards as adopted by the Association from time to time.

Section 5.5: **Common Property**. The Association shall be vested with Ownership of all Common Property. The Association shall own said premises for the purpose of providing ingress and egress from public roads to a Lot and for the purpose of preservation of existing vegetation, supplemental plantings, drainage, and retention. The Association has the right to impose reasonable rules and regulations concerning the use of Common Property and may use the Common Property for ingress-egress, drainage and retention, and maintains the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide safe drainage and retention as well as to maintain reasonable standards of health, safety, welfare and appearance.

Section 5.6: **Duty to Maintain Entrance Way**. The Association shall have the duty to maintain the entrance way to the subdivision and the related property. Said duty shall include the obligation to cut grass, trim shrubbery and otherwise keep said property in a safe and attractive condition and maintain reasonable standards of safety and appearance. This obligation shall include the maintenance of any and all structures erected on said track keeping any painted surfaces clean and attractive and keeping any and all irrigation systems and fixtures in a safe and working condition.

Section 5.7: **Duty to Maintain Stormwater Management System**. The Association shall have the duty to maintain, operate and repair the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other stormwater capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law and equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management system. No Owner shall alter the grade or slope of any portion of their Lot or any adjacent Common Area in a manner which might or does impact the drainage of surface waters on any such lands.

Section 5.8: **Attorneys' Fees**. The Association shall be entitled to recover reasonable fees and costs for the enforcement of any of its rights herein as an Individual Assessment as provided by Section 3.4.

ARTICLE VI
Rights Reserved to Association

Section 6.1: **Eminent Domain**. If all or part of any Common Property or any easement over any Common Property s taken by eminent domain, no claim shall be made by any Owner for any portion of any award granted to the Association; provided, however that the Association shall grant a similar easement, if necessary, over any other Common Property in order to provide Owners with access to their Lots and with utility service.

Section 6.2: **Easements for Utilities**. To the extent permitted by law, the Association reserves a perpetual easement on, over and under the easements and Common Property shown on the Plat for construction, installation, and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Association may grant an exclusive easement over Common Property and each Lot for the installation and maintenance of radio and television and internet service cables within the Subdivision. The Owners of the Lots subject to the easements reserved in this paragraph shall require no right or interest in utility of cable and internet service television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. To the extent permitted by law, all easements previously reserved by the Developer are and shall remain private easements and the sole and exclusive property of the Association.

Section 6.3: **Drainage Easement**. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain the reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water on an adjacent Lot or Common Property, or into sanitary sewer lines. No Owner may install or construct, install, or place any improvement or plant any plants, hedges, or trees in any drainage easement without prior written approval of the Board of Directors. Further any improvement, plant, hedge, or tree even if approved, which results in alterations, diversions, or impounding of water in drainage easements, shall be subject to demand for removal by the Association at a later date at the sole expense of the Owner.

Section 6.4: **Maintenance Easement.** The Association reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property. The

Association shall endeavor to provide notice to the Owner prior to such action, to allow Owner to prepare, protect, or remove private property located on or adjacent to a maintenance easement.

Section 6.5: The Association reserves the right to authorize and approve the construction and maintenance of temporary structures upon Lots during the remodeling or improvements of houses, as approved by the ARC. Notwithstanding the foregoing, no such temporary structure shall be permitted to be occupied following completion of remodeling, improvement, or reconstruction of the home.

Section 6.6: **Further Restrictions.** Association reserves the right to impose other restrictions and to grant or dedicate additional easements and rights-of-way on the Common Property in the Subdivision owned by the Association . The easements provided by the Association shall not materially or adversely affect any assets or unreasonably interfere with use of the Association Common Property.

Section 6.7: **Release of Restrictions, Easements**. If a residence is erected, or the construction of the residence is substantially advanced, in a manner that violates the restrictions contained in these covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, to the extent permitted by law, the Association shall have the right but not the obligation to grant an easement to permit encroachment by the residents over the Lot line, or in the Common Property, or in the easement area, so long as the Association determines that the release or easement will not materially or adversely affect the health and safety of the Owners, the value of adjacent Lots and appearance of the Subdivision. This subpart does not affect any right, claim, restriction, ordinance, law or regulation imposed by any United States or State of Florida governmental body or any of their subdivisions

ARTICLE VII
Use Restrictions and Architectural Control

Section 7.1: **Construction and Alteration Restrictions**. The Construction and Alteration restrictions for Sunset Lakes are imposed as follows:

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

For Sunset Lakes West - Island Estates only, a minimum of seventy-five (75) feet shall be required from the nearest part of the front of the building to the front Lot line. A minimum of fifteen (15) feet shall be maintained between the side walls of all structures and the side Lot line. A minimum of seventy-five (75) feet set back shall be maintained between the rear wall of all structures and the rear lot line

(b) The minimum floor area for a dwelling situated on a Lot having a size of less than 8,800 square feet shall be 1,300 square feet. The minimum floor area for a dwelling situated on a Lot having the size greater than 8,800 square feet and less than 12,000 square feet shall be 1,500 square feet. The minimum floor area for a dwelling situated on a Lot having a size over 12,000 square feet shall be 1,800 square feet.

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

shall be three thousand (3,000) square feet and the minimum area of the garage shall be seven hundred twenty (720) square feet.

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

(c) All utilities whatsoever shall be installed underground.

(d) The roof pitch of each residence in Sunset Lakes shall be a minimum 5/12. The roof pitch of each residence in Island Estates shall be at minimum 5/12 or flat roof.

(e) Roofing materials may include fiberglass dimensional-grade shingles with a minimum of 230 lbs; tile roofs, or metal roofs provided that metal roofs are tinted and not silver, gold, or bronze or any other shade or color which may be likely to reflect excessive levels of sunlight and thus present an annoyance to other homes within the Subdivision.

(f) All landscaping on individual Lots shall meet minimum county and HOA standards and requirements. All Lots must be fully irrigated, sodded with St. Augustine or Bahia type turf grasses, and maintained in a healthy, neat and uniform condition. Turf type chosen for Lots must meet drainage, irrigation, and drought conditions typical of Florida.

(g) For Sunset Lakes West - Island Estates only, Bahia grass as well as St. Augustine will be allowed. Turf type chosen for Island Estates Lots must meet drainage, irrigation, and drought conditions typical of Florida. Further, there shall be a minimum of eight (8) irrigation zones on each Lot with an automatic sprinkler system such that there is one (1) zone per every one-tenth (0.1) acre.

Section 7.2: **Maintenance of Residences and Lots.**

(a) All Lots, residences, and other improvements on the Lot shall be maintained by the Owner, in a neat and attractive condition. All landscaping of common property will be maintained by the Association. Owners are responsible for maintaining the lawns and landscaping located on their Lot and the area between the front and side lot lines and any street or Common Property, as well as the rear and side lot lines and any street or Common Area, including areas up to the edge of any conservation areas, or the waterline of any retention ponds, streams, or lakes.

The ARC may provide by rule, regulation, or guidelines specific maintenance requirements for the roof and exterior of a residence or other structure or improvement located on a Lot; or landscaping to include but not be limited to lawns, beds, plants, hedges, trees, removal of weeds or treatment for pests, or any decorations on the Lot; or the maintenance and cleaning of sidewalks or driveways; the removal of trash, clutter, debris, yard wastes, or animal wastes.

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

Section 7.3: **Miscellaneous Use Restrictions.**

(a) Fences may be erected to the rear of the front building line and along and adjacent to the side Lot lines. All such fences shall be made of wood, white vinyl, or composite materials with simulated wood or earth tone finish, or black wrought-iron, and may not exceed six (6) feet in height. The ARC may also permit other fence types which are acceptable to the Brevard County Building Code in the ARC's sole discretion. The last eight (8) foot section of any side Lot fence (on a retention pond) shall taper and height from its maximum height to four (4) feet at the end post which is closest to the rear property line. All fences shall be installed with the finished side facing out. All fence posts shall be installed on the interior portion of the fence. Black or dark green vinyl clad chain link-fencing may be permitted in back yards in the ARC's sole discretion. Plain, galvanized chain link fences are not permitted on any Lot. Fences that border on retention ponds or conservation areas shall include an access gate from the Lot to the retention pond the conservation area so that Owner of the Lot can maintain any grass or landscaping between the fence and the edge of the conservation area or waterline of the pond;

Notwithstanding the foregoing, all fences and hedge lines must be approved by the Architectural Review Committee prior to constructing or planting. The Architectural Review Committee may require that the height, composition, and color of any fence be consistent with the fences around surrounding residences. The Architectural Review Committee may establish the style, height, composition and color of a new or replacement "perimeter" fence.

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

(b) All Lots in the subdivision are residential parcels and shall be used exclusively for single family residential purposes. No Lot may be subdivided. Such consent shall be recorded in the public records of Brevard County, Florida in order to be effective.

For Sunset Lakes West - Island Estates only, detached auxiliary buildings, including storage buildings and guest houses are permitted when approved by the ARC; provided, however, all such structures must be of equal quality and similar in style to that of the primary residence and constructed to the fullest extent possible with the same materials and paint colors as used for the primary residence meeting then current building standards and codes.

For the remainder of Sunset Lakes, storage sheds may be permitted by the ARC, if all the following conditions are met by such storage units:

(1) May not exceed 120 square feet in size.
(2) Must be located in rear of the property or if located on the side of the property the shed must be screened by a fence so as to not see the body of the shed from the front property line, and located inside the Owner's property lines. Properties located on waterfront may not place shed at the back of the property, but must located against the home or side of property subject to the screening requirements of this section so as to not block the view of the water.
(3) Must meet all setbacks as measured from the outside structural walls to the property lines
(4) Must be placed against the side or rear wall of the house and firmly anchored to the house and/or the ground to ensure they do not become missiles in high winds
(5) Electric wiring, gas or plumbing to storage units is not permitted
(6) A maximum of two (2) storage sheds are allowed per residence
(7) Metal storage buildings are not permitted
(8) All storage sheds must be approved by the Architectural Review Committee.

Exterior dog houses may be approved by the ARC if all the following conditions are met by such dog house:

(1) Must be made of wood, molded poly or composite wood finish material
(2) Must be placed against the side or rear wall of the house and firmly attached to the house and/or ground to ensure they do not become missiles in high winds
(3) Electric wiring, gas or plumbing to a dog house is not permitted
(4) May not exceed three (3) feet wide, by four (4) feet long, by three (3) feet high in size
(5) Dog houses must not be visible from the street.
(6) A maximum of one (1) doghouse is allowed per residence
(7) Metal dog houses are not permitted
(8) All dog houses must be approved by the Architectural Review Committee

(c) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor. Garbage containers, if any, shall be kept in a client and sanitary condition, and shall be reasonably obscured so as not to be visible from the front property line of the Lot at any time except during refuse collection. For collection purposes, all waste containers, piles of yard debris, must be placed on the easement of the apron of the drive and not in the gutter or on the top of stormwater drains at any time. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Wood is allowed to be burned in contained fire pits at the rear of the property, subject to wind and other fire control conditions.

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

(e) No animals, livestock, or poultry of any kind, except dogs, cats, or other small household pets (meaning those no larger than small birds, fish, hamsters, gerbils, small reptiles or small lizards), shall be raised, bred, or kept on any Lot.. Residents shall not breed such animals as a hobby or for profit. Pets must be on a leash and under control at all times when off Owner's property within the Community. Owners are required to clean up after any pet that relieves itself in any area other than their own yard. Any animal declared "dangerous" under Florida or Brevard County Dangerous Dogs Laws or other applicable laws, or has history of being aggressive, vicious, or ill-tempered, must be housed on the Owner's property and not permitted on Sunset Lakes Common Property, sidewalks or streets. Farm animals including, but not limited to sheep, cows, pigs, horses, chickens, turkeys, geese, goats, llamas or ostrich, and exotic animals including, but not limited to boas, anacondas, venomous snakes or non-domesticated cats, are all prohibited in the Community. Trained seeing-eye dogs or similar assistance animals which have been specially trained to assist an Owner, tenant or guests with their specific disability shall be permitted in the Community . All pets must be caged, carried or kept physically restrained by a leash no more than six feet (6') in length outside the Owner's property within the Subdivision. No pet shall be left unattended on Sunset Lakes Common Property, sidewalks or streets at any time.

(f) No commercial activity shall be conducted on any Lot. Nothing herein, however, shall preclude an Owner from conducting In-Home Business Activities, as defined hereinafter), provided that such Owner receives a prior written approval of the Board. Such approval may be withheld for any reason, including failure to pay Assessments, in the Board's sole discretion. "In-Home Business Activities" as used herein shall only mean and include business activities conducted solely within the dwelling located within a unit and which do not cause, create or entail any of the following:

(1) increased vehicular traffic or parking in the Subdivision;
(2) clients, customers, or patrons visiting or entering the Subdvision;
(3) sales activity for solicitation within the Subdivision;
(4) any form of advertising or signage on or within the Subdvision;

(5) delivery or pickup of supplies or other items to or from any portion of the Subdivision, except the delivery of packages or goods typical to a residence;

(6) loud noise levels or manufacturing of items requiring noxious or volatile components or storage of products or components outside the primary residence within view of street, neighboring homes or Common Property; and

(7) any other manifestation of such business activity which may be construed a nuisance, in the sole, unfettered discretion of the Board of Directors.

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

(h) No signs of any kind including those on or between trees, shrubs and/or a house, or signs projected on buildings or objects, shall be displayed to the public view on any portion of the Subdivision except as provided below:

(1) Identifying the Lot Owner and/or address advertising a Lot or Lots for sale.

(2) Identifying the company performing services at the residence which company's signs the Architectural Review Committee has approved. These signs shall be removed no later than the completion of the project, as approved by the Architectural Review Committee.

(3) Identifying a candidate for office at the local, state or national level, or a single ballot issue. However, no sign of a political nature (candidate or issue) may be placed on Owner's Lot prior to 45 days before the election related to the sign, and each such sign shall be removed within 5 days after the election for the candidate and/or the issue, notwithstanding any challenge to the election process or result.

(4) Celebratory signs such as a student or family member recognition, such as, but not limited to new births (adoptions), birthdays, graduations, sporting achievements, military service, retirement may be placed in front yards for not longer than fifteen (15) days from the date of first installation. Only one (1) such sign per Lot may be displayed or installed at the same time. Signs congratulating election victories for political candidates, parties, or issues are subject to the conditions of sub-section (3), above.

(5) Any sign utilized in connection with the foregoing shall be professionally prepared.

(6) Under no circumstance are more than two signs allowed for each of the above categories and no sign shall exceed 4 square feet.

(7) Any sign expressively authorized or permitted by law.

Notwithstanding anything herein to the contrary, no signs containing or implying vulgarity shall be permitted, and no sign may be placed on the property between the sidewalk and the street, or on any tree or any Common Property with the exception of signs advertising a yard sale. The ARC may provide by other rule, regulation, or guideline additional restrictions or permissions concerning signage.

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

rare or unusual species may be permitted to remain in place upon application to and written permission from the Association and approval by the appropriate city, county or state official or department.

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

(k) The parking of vehicles shall be permitted in driveways and garages. No vehicle or vessel of any kind or dumpster or PODS shall be parked on any easement, lawn, or yard, travel area of streets or other area not intended for vehicular use. Dumpsters or PODS used for demolition, remodeling, reroofing, etc. must be placed in the Owner's driveway and may not be located thereon for more than twenty-one (21) days. Recreational vehicles and trailers shall be parked only in a garage. Boats may be parked to the side of a residence provided that a privacy fence is erected and the boat is not visible from the street or adjacent lots or Common Property. Inoperable vehicles or any vehicles or trailers whose registrations have expired are not permitted anywhere in the Subdivision except same may be parked in an Owner's garage.

The Association may tow any vehicle parked on Common Property which is in violation of these covenants without notice to the vehicle owner with the full costs of towing to be borne by the owner of the vehicle, for as long as towing signage is posted within the Community in accordance with Florida law. Vehicles parked on a Lot in violation of this Declaration are subject to towing at the cost of the owner of the vehicle if the Owner of the Lot fails to correct any breach following notice of the violation from the Association.

Vehicles parked on the streets, where permitted, must be parked in the direction of the flow of traffic and must not be parked in front of a fire hydrant, or within sixty (60) feet of a stop sign or intersection of any street within the Subdivision, or in any curve as identified by the Association where vehicle parking would impede the flow of traffic. Vehicles may not be parked in any No Parking Zone, or where they would block sidewalks, sidewalk crossings, or handicap ramps. No vehicle may be parked on the streets of the Subdivision for more than seventy-two (72) hours. All vehicles, vessels, RV's, etc., parked on the streets must be parked with the flow of traffic.

Portable storage and moving containers (such as PODS) may be place on a driveway for the purposes of moving of household goods by an Owner or resident for a short period of time with the prior approval of the Architectural Review Committee.

(l) External antennae shall not be permitted upon any Lot with the following exceptions. Video antenna used to receive direct-to-home satellite broadcasting that are less than one meter in diameter, TV antenna designed to receive local TV broadcasting, and wireless cable antennae, in accordance with 47 C.F.R. Section 1.4000 of the Federal Communications Commission. No antenna shall exceed 6 feet above the roof line. No other type of antenna may be permitted.

(m) Above-ground swimming pools will not be permitted. Small children's wading pools are allowed if not visible from the street. Hot tubs or spas are permitted provided, however, that same are approved by the Architectural Review Committee as to size, location, screening.

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

(o) Recreational equipment may not obstruct automobile or pedestrian traffic including sidewalks. No basketball backboards or goals shall be attached to the dwelling or the garage of a residence on the front or side elevation. Portable basketball backboards, tetherball, batting cages, trampolines, volleyball net poles, skateboard ramps, hockey goals, playhouses (plastic or constructed), and the like may be used on the

homeowners' property only and may not extend onto the sidewalk, street, or easement. The ARC may provide by rule or other guidelines additional criteria.

(p) Solar panels should be located on the rear or side roof of a home when practical (see Florida Statute 163.04). Solar equipment shall not be installed without the approval of the Architectural Review Committee.

(q) No motorized watercraft of any kind or size including remote controlled or person driven, shall be permitted in any of the lakes, ponds and water retention areas within the Subdivision, except by authorized contractors to provide maintenance of the lakes, ponds or water retention areas. The Association shall not be responsible for any loss, damage or injury to any person or property arising from the authorized or unauthorized use of any type of watercraft on the lakes, ponds, or water retention areas within the Subdivision. No dock or pier may be erected by any Owner on any Association-owned Common Areas, or other rivers, streams, canals, or retention ponds. No swimming or fishing is permitted in any Association-owned Common Areas or retention ponds.

(r) Propane tanks must be installed with the Brevard County permit by a licensed plumber or mechanical subcontractor, following all safety specifications as defined in Brevard County Fire Prevention Codes.

(s) For the safety of all residents, the discharge of fireworks within the confines of Sunset Lakes and Island Estates is prohibited except as expressly permitted on those specific days identified in Section 791.08, Florida Statutes (New Year's Day, Independence Day, New Year's Eve). Items such as sparklers, cap guns, and party poppers are permitted any time of year, provided, however, they are not discharged after 10 P.M. or before 8 A.M. The discharge of fireworks and other incendiary devices of any type on Common Property is strictly prohibited, including, but not limited to, all parks, bridges, docks, parking lots, etc., at any time.

(t) Permanently installed hurricane shutters must be approved by ARC. Temporary hurricane shutters such as wood, waffle steel, aluminum, or plastic, may be installed by residents when a named storm is approaching Sunset Lakes and surrounding areas, and must be removed within 72 hours after the earlier of the storm passing, or a determination that the storm will not affect Sunset Lakes. Hurricane shutters permanently installed on homes which are unoccupied during hurricane season (June 1 through November 30) may be permitted by the ARC, in its sole discretion, to remain in place during that time; provided, however, that Owners of such homes must provide to the management company accurate contact information and dates of departure and return.

(u) For the safety of all residents and others, swimming is not permitted in any of the retention ponds.

(v) For the safety and privacy of all residents and others, drones and other flying implementations bearing cameras (collectively "drones") are not permitted to be launched, operated or landed in Sunset Lakes except on the Owner's property during daylight hours. All Federal Aviation Administration, State of Florida and Brevard County rules and regulations regarding drones apply.

(w) For the safety of all residents and others, yard waste shall not obstruct traffic on streets or sidewalks or drainage flow in street gutters. To avoid traffic hazards or damage to sodded areas, the apron of the driveway should be used for yard waste awaiting pickup. The tops of storm water drains are not to be used to stage bulk pickup yard waste or for trash containers.

(x) Equipment serving a residence which is located on the exterior of the home must be reasonably obscured from view by adjacent Lots or Common Areas and the street. Equipment to be obscured includes, but is not limited to: air conditioning systems, backup generators, solar panel inverters, water filtration or softeners, pool or spa heaters. Such equipment may be obscured from view by the use of appropriate hedges, bushes, or fencing as approved by the ARC. Fuel tanks for backup generators must be buried subject to County permit. Window-mounted air conditioners are prohibited.

(y) Flags, Flagpoles.

A. The Owner may still display in a respectful manner up to two of the following portable, removable flags, not larger than 4 1/2 feet by 6 feet:

1. The United States flag.
2. The official flag of the State of Florida.
3. A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
4. A POW-MIA flag.
5. A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsection, the term "first responder flag" means a flag that recognizes and honors the service of any of the following:
   a. Law enforcement officers as defined in s. 943.10(1).
   b. Firefighters as defined in s. 112.191(1).
   c. Paramedics or emergency medical technicians as those terms are defined in s. 112.1911(1).
   d. Correctional officers as defined in s. 943.10(2).
   e. 911 public safety telecommunicators as defined in s. 401.465(1).
   f. Advanced practice registered nurses, licensed practical nurses, or registered nurses as those terms are defined in s. 464.003.
   g. Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under s. 252.35.
   h. Federal law enforcement officers as defined in 18 U.S.C. s. 115(c)(1).
6. Gadsden Flag.
7. All other flags are prohibited.

B. A homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one other flag permitted under paragraph (a). Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

(z) Decorations. The Architectural Review Committee may provide by separate rule or regulation criteria which provides for the display or use of other decorations, artificial vegetation, banners, street numbers, statutes, yard signage, and similar items as to number, size, color, frequency or duration of display, materials, location, wattage, and placement on the yard or exterior of the home, or inside the windows of a home.

(aa) Construction/Installation of Gazebos, Pergolas, Greenhouses, Solariums, Trellises, Arbors, Pergolas. The construction or other installation of gazebos, pergolas, greenhouses, solariums, trellises, arbors, pergolas is permitted by Owners provided prior approval of the Architectural Review Committee is received as to size, location, number, materials, colors, hurricane tie-down requirements and any municipal

permitting requirements. The ARC may require additional conditions on the construction/installation of such structures in order to maintain consistency and an aesthetically pleasing look to the Subdivision. The ARC may also require the removal of such structures if any such structures becomes unsightly.

Section 7.4: **Prior Design Approval.** No residential structure, fence, wall, mailbox, driveway, pool (hot tub or spa), landscaping (which may include turf type, hedge and bush varieties, tree varieties, plant types, mulch, paver, or stone types), shed, enclosure, or other structure, paint or other exterior finish (to include but not be limited to siding, stucco, stone/brick), roof style or material, garage door, door, window, shutter (to include hurricane shutters), trim, awnings, screen or screening (including latticework), fascia/gutter/downspout, exterior lighting, deck, patio, or any other improvement change and/or alteration of any nature whatsoever shall be commenced, erected, placed, or altered on any Lot until the design, location, plans, specifications and Lot plan showing the location, nature, kind, shape, height, size, materials, color, number, requirement for screening, setback requirements, and other specifications have been approved in writing as to the quality of workmanship and materials, harmony of exterior design with the requirements as set forth herein and with existing structures, and location with respect to the topography and finished grade in full compliance with the easements, restrictions, covenants and conditions set forth herein by a majority vote of the ARC. In addition, the ARC may require any modifications or alterations, if approved, to be completed within a reasonable amount of time as part of the approval process, with reasonable extensions of such completion time granted in the Committee's sole discretion. In the event the ARC fails to approve or disapprove any complete set of plans and specifications within thirty (30) days after they have been properly submitted in writing to the ARC, such application will be automatically disapproved and this Article shall be deemed to have been complied with fully.

Section 7.5: **Duties of the Architectural Review Committee**. The ARC shall review plans submitted for all improvements or modifications, alterations and changes in and/or to a Lot and shall approve or disapprove said plans based on the Association's Governing Documents. The plan submitted to the ARC for approval shall include all plans and necessary for construction and shall meet the following standards:

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

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

(b) Floor Plan(s): Drawn to scale of ¼" per foot.

(c) Elevation Plans: drawn to a scale of ¼" per foot and showing the exterior elevations of buildings as they will actually appear after all back filling.

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

(e) For the protection of Common Property elements, specific size and type of landscaping is strictly limited in the easement areas between the sidewalk and street, as well as between the Owner's property line and the easement to the sidewalk. Refer to the ARC for allowed plantings in these areas, if any.

(f) When submitting the Application for "Additions and Alterations to Existing House" the following data must be submitted with the application:

(1) Submit plot plan (Boundary Survey) and sketch proposed construction on plot plan.
(2) Submit Construction plan.
(3) Submit color sample.
(4) When suitable, provide a description of any necessary method to protect existing vegetation or to barricade against erosion during any construction.

Any plans and color samples submitted will be retained by the Architectural Review Committee.

The Architectural Review Committee may perform inspections of on-going construction of improvements or alterations to the Lot to ensure compliance with the approved application, or to identify violations of this Declaration or any other Community Standard. The entry of members of the Committee on a Lot following prior notice to the Owner shall not be considered a trespass.

Section 7.6: **Architectural Review Committee Membership**. The Architectural Review Committee shall be comprised of three (3) regular members and two (2) alternate members. A vote of two (2) is necessary to carry any decisions of the Architectural Review Committee. The alternate members shall fill any vacancies that might occur.

Section 7.7: **Selection of Members of the Architectural Review Committee.**

(a) Both regular and alternate members of the Architectural Review Committee shall be appointed by the Board of Directors from among the membership of the Association. The five (5) Architectural Review Committee members (being comprised of three (3) regular members and two (2) alternates) shall be selected by a majority vote of the Board present at a meeting where a quorum has been established. An organizational meeting of the newly appointed Architectural Review Committee shall be held within two weeks at a duly noticed meeting of the Architectural Review Committee, and selection of a chairperson by all members of the ARC shall occur at that meeting. The chairperson will lead ARC meetings and report activities to the Board of Directors. The Chairperson shall also be responsible for the maintenance of the records of the various applications received and decisions of the committee. All ARC meetings are noticed, open and minutes shall be kept in Association records.

Section 7.8: **Architectural Review Committee Function.** It is the function and duty of the ARC to maintain Sunset Lakes as a restricted community of quality homes. The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, Lot lines and setbacks, as well as topography and conformity to the Declaration.

ARTICLE VIII
Utility Provisions

Section 8.1: **Water System**. The central water supply system provided by the City of Cocoa for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established with the city and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot.

Section 8.2: **Garbage Collection**. Garbage, trash and rubbish shall be removed from the Lots by such contractor as may be selected by any governmental authority. Each Lot Owner shall pay when due periodic charges or taxes for such garbage collection service. Composting is permitted but may only be comprise of grass clippings, leaves, and small brush. No household food waste or pet waste may be included

in such compost piles. Compost piles/bins must be located in a place on the Owner's Lot which is not observable by adjacent Lots or Common Areas, or streets. The ARC may provide for additional restrictions or requirements.

Section 8.3: **Electric and Telephone Service**. All telephone, electric and other utility lines and connections between the main or primary utility lines and the residents and the other buildings located on each lot shall be concealed and located underground in a manner acceptable to Brevard County.

Section 8.4: **Reclaimed Water**. The Developer has installed feeder lines to each Lot throughout the Subdivision to carry reclaimed water for irrigation purposes, provided by the Brevard County utility services department. Buildings and Lot Owners will be responsible to abide by rules set forth by Brevard County facility services department in reference to the use of reclaimed water. Buildings and Lot Owners will be responsible for any fees associated with the reclaimed water to be charged by Brevard County Utility Services Division.

ARTICLE IX
Easements

Section 9.1: **Establishment of Easements**. All easements, as provided for in this Article shall be established by one or more of the following methods to wit:

(a) By a specific designation of an easement on the recorded plat the Sunset Lakes;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;

(c) By this Declaration or by a separate instrument recorded by the Developer; or

(d) By virtue of the reservation of rights set forth in Section 2 of this Article.

Section 9.2: **Easement for Utilities**. An easement is hereby granted to Brevard County for the installation, maintenance, and operation of water, sewer, drainage and other utilites which shall include the right of access, installation, maintenance and operation of state utilities.

Section 9.3: **Easement over Lots**. The easement described herein is specifically depicted on the Plat. the Association hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each parcel owned by Association for purpose of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services.

Section 9.4: **Easement Restrictions**. Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in this Article period within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

Section 9.5: **Construction of Easement Provisions**. Any and all parts of this Declaration relating to the reservation and maintenance of easements are to be read and construed as being consistent with each and every other part relating to easements.

Section 9.6: **Public Service**. Fire, police, health, sanitation, postal and other public service personnel and their vehicles have a permanent and perpetual easement into, out of, and over, the Common Property for the purpose of performing their appropriate and lawful functions.

ARTICLE X
General Provisions

Section 10.1: **Duration and Amendment.** These covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of thirty (30) years after which time they will be automatically extended for periods of thirty (30) years, and shall inure to the benefit of and be enforceable by the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified by a duly recorded written instrument executed in conformance with the requirements as described below. These covenants may be modified by a duly recorded instrument executed by the President and Secretary of the Subdivision Association upon an affirmative vote of two-thirds (2/3) of the Owners who are present in person or by proxy at a meeting of the members, provided however, no such amendment shall affect the right or lien of any institutional mortgage without such mortgages expressed consent. These covenants may be terminated by a duly recorded instrument executed by the President and Secretary of the Association upon an affirmative vote of not less than two-thirds (2/3) of the total voting interests of the Association. Any amendment to these Covenants which alters the Stormwater Management System, other than for matters relating to maintenance of the stormwater management system as originally designed and including the water management portions of other Common Property shall not be effective without the prior written approval of St. John's River Water Management District.

Section 10.2: **Notices**. Any notice required to be sent to any person pursuant to any provisions of these covenants will be affected if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence or to such other address as may be furnished to the Secretary of the Association. Additionally, notice of Member Meetings (whether annual or special) may be served upon the members personally, by posting continuously on the official website of the Association, by delivery by electronic transmission (email) to those members who have consented to such delivery and provided an address to the Association. Notice to the members of meetings of the Board of Directors must be continuously posted on the official website of the Association and in a conspicuous location within the Subdivision for not less than forty-eight (48) hours. The Bylaws may provide for additional notice requirements. The effective date of the notice shall be the date of mailing or posting.

Section 10.3: **Severability**. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these covenants was prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these covenants are declared to be severable.

Section 10.4: **Disputes and Construction of Terms**. In the event of any dispute arising under these covenants, or in the event of any provision of these covenants requiring construction, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

ARTICLE XI
Miscellaneous

Section 11.1: **Leases**. Article I provides that all persons who are present in the Subdivision must comply with the Covenants. In order to delete enforce this provision, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

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

Owners are prohibited from leasing their Lots for a term of less than six (6) months or more than three (3) times in a calendar year. During the period of any lease for their Lot the Owners must surrender the use of any of the amenities of the Association or the Common Property.

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

ARTICLE XII
Conservation Easement

Section 12.1: **Conservation Easement**. The Developer pursuant to Section 704.06, Florida Statutes, granted and conveyed to the St. John's River Water Management District (the "District") a perpetual conservation easement (the "Conservation Easement") over Tract "O" (15), Tract "P1" (16), Tract "P2" (17) and Tract "Q" (15) (the "Conservation Easement Area"), all as depicted on the Plat of Sunset Lakes West. Developer warranted title to said Conservation Easement and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Developer. Developer granted this Conservation Easement as a condition of permit #4-009-0374AYM3-ERP (the "Permit") issued by the District solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions. The purpose of the Conservation Easement is to assure that the lands thereby encumbered will be retained forever in the existing natural condition and to prevent any use of such lands that will impair or interfere with the environmental value of such areas. Any activity in or use of the property encumbered by the Conservation Easement inconsistent with the purpose of the Conservation Easement is prohibited.

Section 12.2: **Restrictions.** The following activities and uses are expressively prohibited within lands and covered by the Conservation Easement:

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

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

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

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

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

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

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

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

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

Section 12.4: **Maintenance of Conservation Easement Area**. The Association shall be responsible for the periodic removal of trash and other debris which may accumulate on the conservation easement area.

Section 12.5: **Enforcement of Restrictions**. The prohibitions and restrictions upon the Conservation Easement Area, as set forth in this paragraph, may be enforced by the district by proceedings at law or in equity including, without limitation, actions for injunctive relief.

Section 12.6: **Amendment of Restrictions**. The provisions of the conservation easement may not be amended without prior approval of the District.

Section 12.7: **Binding Upon**. All rights and obligations the rising via the Conservation Easement are appurtenances and covenants running with the land and shall be binding upon, and shall inure to the benefit of the District, and its successors and assigns. Upon conveyance by the Developer to third parties, including the Association, of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided that these restrictions are properly recorded. Notwithstanding the foregoing, Developer shall remain responsible for compliance within the conditions of the permit, including any mitigation plans, until there is a District-authorized transfer of the permit from the Developer to the Association.

Section 12.8: **District's Discretion**. The District may enforce the terms of the Conservation Easement, in its discretion, but if the Developer, or upon transfer of the Permit, the Association breaches any provision of the Conservation Easement and the District does not exercise its rights hereunder, the District's forbearance shall not be construed to be a waiver by the District of such provision, or of any subsequent breach of the same, or any other term of the Conservation Easement, or any of the District's rights under the Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by the Developer or upon transfer of the permit, the Association, shall impair such right or remedy or to be construed as a waiver. The District shall not be obligated to any person for entity to enforce the provisions of the Conservation Easement.

Section 12.9: **District's Liability**. Nothing herein contained shall be construed to require the District to bring an action against the Developer or the Association for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond the control of the Developer or the Association, including, without thereby limiting, fire, flood, storm and earth movement, or from any necessary actions taken by the Developer and upon transfer of the permit, the Association, under emergency

conditions to prevent, abate or mitigate significant injury to the conservation easement areas or to persons resulting from such causes.

IN WITNESS WHEREOF, the undersigned, being the officers of the Association herein, have hereunto set their hand and seal the day and year written below.

WITNESSES as to both Officers.

SUNSET LAKES HOMEOWNERS ASSOCIATION, INC.
a Florida not for profit Corporation

By: Si Y. Song
Name: Si Y. Song
Address: 896 LIMERICK DR.
MERRITT ISLAND, FL 32953

By: Suzette Smith
Name:
Address: 916 Limerick Drive
Merritt Island FL
32953

By:
Julie Song, President

By: 13 Oct 26
Matthew Bolin, Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, on this 13 day of Oct, 2026, by Julie Song, as President, and Matthew Bolin, as Secretary, for Sunset Lakes Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, ~~who are personally known to me~~ or have produced _____ as identification and did take an oath.

By:
Name: BRENT D KREBS
Notary Public, State of Florida
Commission Expires: July 7 2028

Notary Seal

BRENT D. KREBS
MY COMMISSION # HH581153
EXPIRES: July 07, 2028