

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS
SUNRISE VILLAS OF FLAGLER COUNTY

Declaration made this 14th day of September, 1989, by E. Ammann, Inc., a Florida Corporation, hereinafter called the "Developer".

WHEREAS, the Developer is the owner of certain lands, (hereinafter sometimes referred to as "land", "property", or "development") in Flagler County, Florida, more particularly described as follows: See Exhibit "A" attached hereto; and

WHEREAS, it is the intention of the Developer that the property be subdivided into residential parcels; and

WHEREAS, it is the Developer's intention that the property and parcels within the development be made subject to certain uniform covenants and easements and that any prior covenants and easements heretofore made by the Developer are hereby cancelled and set aside and replaced in their entirety by the covenants and easements herein declared; and

WHEREAS, it is the Developer's intention that the common areas of the development be owned and controlled by a duly empowered Homeowners Association (hereinafter called the "Association"), but that said Association is not and shall never operate such as to require compliance with the Florida Condominium Act.

NOW, THEREFORE, the Developer declares that the property and parcels therein are held and shall be sold by it subject to the following covenants and easements which shall run with the property and parcels for thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each.

A. USE OF PROPERTY

1. The property and parcels therein shall be used exclusively for residential housing and related recreational uses.

2. The property shall never be held, sold, conveyed, encumbered or organized so as to become, operate, or be regulated as a condominium under the laws of the State of Florida.

3. No activity of any kind that is of a noxious, offensive or dangerous nature shall be carried on in any part of the property or parcels, nor should anything be done thereon which may be or become an annoyance or nuisance to the neighborhood by reason of, but not limited to, emission of dust, odor, gas, smoke, fumes or noise.

4. Except for a reasonable period during the actual development and construction of the improvements and appurtenant facilities, no trailer, tent, shack, or other structure shall be erected on or used on the land, except with the express written permission of the Association, and in no event shall such structure be used for residential purposes.

5. In no event shall anyone with an ownership or possessory interest in the property be permitted to erect and/or engage in any type of business on the property, except that the Association shall be expressly allowed to operate its business operations and functions in an appropriate structure located on property held by the Association for such purposes.

B. HOMEOWNERS ASSOCIATION DUTIES AND POWERS

1. The Developer expressly empowers the corporation known as Sunrise Villas of Flagler County Homeowners Association, Inc. as the duly enacted Homeowners Association for the development.

2. The Association is organized to provide an entity for the furtherance of the interest of the home owners of the development.

3. The Association shall own, manage, and control the common areas of the development.

4. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the duly enacted Articles of Incorporation or the By-Laws of the Association.

5. The Association shall further have all the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in the Articles and By-Laws of the Association, including, without limitation, the following:

(a) To fix and to collect assessments or other charges to be levied against the units;

(b) To manage, control, operate, maintain, repair and improve property subjected to this declaration or any other property to which the Association by rule, regulation or contract has the right or duty to provide such services;

(c) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under any declaration or by-law.

(d) To engage in activities which will actively foster, promote, and advance the common interest of unit owners of the development;

(e) To buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds in any right or interest therein for any purpose of the Association;

(f) To borrow money for any lawful purpose of the Association;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts, necessary, appropriate, or advisable in carrying out any purpose of the Association;

(h) To adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; and

(i) To provide any and all supplemental municipal services as may be necessary or proper.

6. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law.

7. Notwithstanding anything herein to the contrary, the Developer shall and does hereby reserve unto itself the power of veto over any act or commission of the Association so long as the Developer shall own any property or lands within the development.

C. GENERAL DEVELOPMENT STANDARDS

1. Any and all improvements, buildings, and/or structures, or any part or projection thereof, at any time constructed or maintained and extended above the ground surface of any parcel shall first be approved by the Architectural Review Committee of the Association.

2. A site plan shall be submitted at a minimum scale of 1" equals 30' and building architectural drawings at a minimum scale of 1/4" equals 1'. The site plan must include the following:

- (a) Location, size, set back dimensions and floor plans for all proposed buildings.
- (b) Driveways and curb cuts with arrows indicating vehicular traffic patterns into and out of the property.
- (c) Indication of paved areas with extent and type of paving shown and the drainage pattern identified for all paved areas.
- (d) All areas to be landscaped in accordance with the regulations now in existence or hereinafter adopted by the Association.
- (e) Building elevations and/or perspectives of the proposed structures showing type of construction, materials, and colors.
- (f) Upon receipt of the architectural committee's written approval of the site plan and building architectural drawings, any person or entity with possessory interest in the parcel or their designee, shall, file an application for building permit with the appropriate governmental agency.

3. Commencement of site clearing and/or construction will be permitted only after:

- (a) The issuance of a building permit; and
- (b) The issuance of the Association Architectural Review Committee's written approval of the herein described site plan.

D. ANTENNAS AND TOWERS

Unless prior written approval has been obtained from the Association, no antenna, tower, dish or other similar or non-similar electronic device may be erected or maintained anywhere upon the parcel, or anywhere within the development.

E. DRILLING AND MINING

No water, oil or other well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the parcel or within the development.

F. ANIMALS

No livestock or poultry of any kind shall be raised, bred, or kept for commercial purposes on the parcel or within the development.

G. EASEMENTS

Easements of record in and over the property or parcel are hereby reserved to the Developer and/or the Association and its designees in perpetuity with the installation, construction, reconstruction, maintenance, repairs, operations and inspections of all utility and facilities, including, but not limited to sewer, water, water wells, drainage, cablevision, electric, gas or telephone. No building or structure shall be erected, nor any paving laid nor any filling or excavation done within the easement areas occupied by or reserved for such facilities without the prior written consent of the Association. No action shall be taken that would restrict or obstruct the use of any easement.

H. MAINTENANCE

The person or entity with possessory interest in the parcel must, at all times, keep the site, and residential structures and appurtenances in a safe, clean, wholesome conditions, and comply in all respects with all government, health and policy requirements.

I. VIOLATIONS AND ENFORCEMENT

1. If a violation of the restrictive covenants and easements of record is not cured within thirty (30) days written notice of such violation, or if the violation cannot be cured within thirty (30) days and the violator is not diligently pursuing the curing of said violation, then the Association or its designee shall have the right to enter upon the parcel and remedy any violation of these restrictive covenants and easements, and such entry shall not be deemed a trespass. A lien shall arise in favor of the Association to the extent of the expense necessary to remedy any violation. If such lien is allowed to remain unsatisfied for more than thirty (30) days, it shall bear annual interest at twelve percent (12%) per annum.

2. Enforcement shall be by proceedings at law or in equity brought by the Association, its successors, assigns, or any person or entity adversely affected by the violation or attempted violation of these restrictive covenants and easements.

3. The failure to enforce and covenants or easements herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver of those or other provisions of these restrictive covenants and easements.

H. COMPLIANCE

Any person or entity with a possessory interest in a parcel shall obey and comply with all laws, ordinances, rules, regulations, requirements, and orders of the Federal, State, County and Municipal governments, or any of them, and any and all of their departments and bureaus, and any person or entity with a possessory interest in a parcel shall further obey and comply with all rules, regulations, requirements and orders duly enacted by the Association including, but not limited to, the assessment of Association dues, maintenance fees, and special assessments.

I. AMENDMENT

1. The Association hereby reserves the right to amend, modify or rescind such parts of these restrictive covenants and easements if the Association deems the same to be necessary or desirable so long as such amendment, amendments, or modifications do not substantially change the character, use, nature, or general scheme of the development, interfere with the residential use of the owners within the development, or impose any unreasonable financial obligations on said owners in possession.

2. Any amendment or modification to these restrictive covenants and easements by the Association shall not require the consent of any person or entity and said amendment or modification shall only be required to be executed by the duly enacted Board of Directors of the Association, and recorded in the Public Records of Flagler County, Florida.

3. The Association shall provide any person or entity with possessory interest in a parcel with notice of any amendment or modification thirty (30) days prior to recordation of said amendment or modification.

4. Notwithstanding anything herein to the contrary,

the Developer shall and does hereby reserve unto itself the right and power to veto any proposed amendment to the Declaration of Restrictive Covenants and Easements so long as the Developer shall own any property or lands within the development.

J. SEVERABILITY - CONFLICT

1. Invalidation of any of the covenants and/or restrictions contained herein by judgment, court order or otherwise, shall in no way affect any of the other covenants and restrictions which shall remain in full force and effect.

2. In the event these covenants and restrictions should conflict with county ordinance or regulation so as to prevent development of the property, the county ordinance or regulation shall prevail.

IN WITNESS WHEREOF, the said E. Ammann, Inc., a Florida Corporation, has hereunto caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its secretary, this 14th day of SEPTEMBER, 1989.

Signed, sealed and delivered in the presence of :

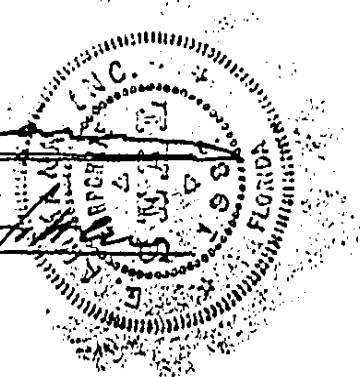
E. AMMANN, INC.

Regina Gutierrez
Witness to all - Regina Gutierrez

By: S. Ammann
Its President

Timothy J. Conner
Witness to all - Timothy J. Conner

Attest: [Signature]
Secretary



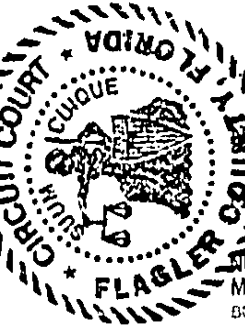
STATE OF FLORIDA)
COUNTY OF FLAGLER)

I HEREBY CERTIFY that on this 14th day of Sept., 1989, before me, a person authorized to take acknowledgments of deeds and other instruments, personally appeared Ernst Ammann and Ursula Gittler, President and Secretary, respectively, of E. AMMANN, INC., a Florida Corporation, to me known and known by me to be the persons who executed the foregoing instrument as such officers and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the free act and deed of said corporation.

WITNESS MY SIGNATURE and official seal in the County of Flagler, State of Florida, on the day and year last aforesaid.

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SEP 22 10:11
P. Struckland
CLERK OF COURT
FLAGLER COUNTY FLA.



[Signature]
NOTARY PUBLIC

Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 6, 1990
BONDED THROUGH ASHTON AGENCY, INC.



R/R BERNS & CONNER
1 FLORIDA PARK DR.
SUITE 230
PALM COAST, FL. 32137