

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**OF**

**SUNRISE OAKS P.U.D.**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Mangrove Development Corporation, being the owner of all property subject to the plat of Sunrise Oaks P.U.D. - Phase I, as recorded in Map Book 44, pages 12-17 of the Public Records of Volusia County, Florida, makes the following declaration of restrictions covering the real property included in the referenced plat. The restrictions hereunder shall constitute a covenant running with the land, shall be binding upon the undersigned and upon all persons dereigning title though the undersigned and shall inure to the benefit of and be a limitation upon all present and future owners of the real property. "Developer" or "Builder" as used in this instrument shall mean and refer to Mangrove Development Corporation, its successors or assigns.

**1. USE RESTRICTIONS:**

1.1 Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories and/or three levels in height with a private garage for not less than two cars. Notwithstanding the foregoing, tri-level single-family dwellings are acceptable.

1.2 Other Structures - Use. No trailer, tent, shack, garage utility building, barn or other outbuilding portable or otherwise shall be used or placed on any lot at any time as a residence, either temporarily or permanently, and no structure of a temporary character shall be permitted except during phases of construction as permitted by the architectural control committee.

1.3 Offensive Activities. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done on it or within the subdivision that may be or may become an annoyance or nuisance to the neighborhood.

1.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred, or maintained for any commercial

purpose, and provided that they are leashed or caged when off the owner's premises.

1.5 Dumping; Incinerators. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

1.6 Nuisances. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any reasonable way noxious, dangerous, noisy, unsightly, unpleasant, or of a nature as may reasonably diminish or destroy the enjoyment of other property in the subdivision by the owners thereof.

1.7 Vehicles, boats, etc. No inoperative cars, trucks, trailers, boat or other types of vehicles or vessels shall be allowed to remain on or adjacent to any lot for a period in excess of 48 hours; provided, however, that this provision shall not apply to any such vehicle or vessel being kept in an enclosed garage. There shall be no major repair performed on or construction of any motor vehicle or vessel on or adjacent to any lot in the subdivision.

1.8 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

## II. CONSTRUCTION RESTRICTIONS:

2.1 Square Footage of Dwelling. No single-family dwelling shall have less than 2000 square feet of living area, exclusive of patios, porches and garages. All dwellings are to be constructed of brick, wood, stone, concrete block with stucco or other materials as approved by the architectural control committee created by virtue of Section III of this instrument.

2.2 Lot Size, Setbacks, etc. No dwelling shall be constructed on a lot having an area of less than 15,000 square feet, and such lot shall be not less than 100 feet in width at the front building setback line. Notwithstanding, those provisions as to minimum area and width of the lot, a dwelling may be constructed on any one entire lot shown on the recorded plat. No dwelling shall be erected nearer than 30 feet to the front lot line and the rear setback line shall not be less than 25 feet from the rear lot line. No dwelling shall be erected nearer than 10 feet to any side lot line except on a corner lot, where setbacks from all streets or roads

shall be a minimum of 30 feet on any side of a dwelling facing a street or road. The foregoing side lot line restrictions shall apply only to the extreme or reconstituted side lot lines in case of a resubdivided parcel consisting of more than one lot or when a dwelling is constructed on two or more lots.

2.3 Intersections. No fence, wall, hedge or shrub planting that obstructs sight lines at the intersection of any street, drive or alley pavement shall be permitted on any lot.

2.4 Fences. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No chain link fence shall be erected higher than four (4) feet.

2.5 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Provided, however, that the developer reserves to itself, its successors and its assigns, the right to grant without liability new utility or drainage easements or modify existing utility or drainage easements from time to time on property still owned by it, its successors or assigns at the time of the grant or modification. Within any easement, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. Failure of the developer, homeowners' association or the beneficiary of the easement grant to cause or direct removal of a structure, planting or other material in the easement area shall not be deemed a waiver of any right by the developer, association or the beneficiary. In the event a planting, structure or other material is placed or permitted to remain in an easement area, the developer, the homeowners' association or the beneficiary of the easement shall be permitted without liability to remove the planting, structure or other material placed or permitted to remain in the easement area. For purposes of this paragraph, beneficiary shall mean the party or entity to whom the easement is granted or the successors or assigns of the party or entity to whom the easement is granted. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority, company or the homeowners' association is responsible.

2.5.1 Specific Easements. Parcel B as indicated on the recorded plat, consisting of a drainage retention area and access way, has been dedicated to



the Sunrise Oaks P.U.D. Homeowners' Associating, Inc. which is solely responsible for maintenance, operation, repair or reconstruction of the facilities and improvements located in or on Parcel B, and no owner or other person shall obstruct, alter or in any way disturb improvements or natural or planted vegetation within said parcel. Parcels C and D and the conservation easements have been platted as a conservation area of natural and indigenous vegetation existing at the time of platting. Parcels C and D and the conservation easements have been dedicated to the Sunrise Oaks P.U.D. Homeowners' Association, Inc. solely for the purpose of removing litter and dead vegetation, or replanting with indigenous and similar plant species, and to maintain said areas in perpetuity. No owner or other person except as permitted in paragraph 2.5.2 below shall in any way alter, destroy or otherwise disturb any plant material located within the environmental buffer. Further, it shall not be permissible to erect any temporary or permanent structure within, or remove plant material from, said parcels.

The Conservation Easement Areas as shown on the record plat shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06 F.S., in favor of the St. Johns River Water Management District ("District"), for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas,
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials,
- (c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas,
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the Conservation Easement Areas,

(e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition,

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and

(g) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The District, its successors or assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Areas.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this section may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, 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 of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

2.5.2 Identification Sign Easement. Within Parcel A and B at the intersection of Clyde Morris Boulevard and Richel Drive which is the platted entrance to Sunrise Oak P.U.D., there shall be deemed to be a 20' X 18" easement in favor of the homeowners' association for the purposes of erecting, maintaining, repairing or replacing a sign identifying the subdivision as "Sunrise Oaks P.U.D.", as well as for directory purposes or landscaping. No owner or other person shall in any way alter or disturb the land burdened by the sign easement, nor any improvements erected therein. The existing identification sign identifying the subdivision as Sunrise Oaks is hereby deemed to be located within the 20' X 18' easement created by this paragraph and the location of the



easement area shall be identified by the location of the sign at the recording of this instrument.

2.6 Water Systems. No individual water supply system shall be permitted on any lot. The prohibition against individual water supply systems does not restrict the right of any owner to install, operate and maintain a water well on the premises for supply of water only for swimming pools and irrigation purposes.

2.7 Aerials. No tower or transmitting or receiving aerial, or any aerials or antennas whatsoever, shall be placed or maintained upon any lot or any building or structure except the normal antennas used for radio and television.

2.8 Screening of Pumps, Trash Cans, etc. from View. All exterior pumps, motors, air condition compressors, storage tanks, and other mechanical features and all trash and garbage cans shall be screened from view either by a decorative structure or landscaping materials approved by the architectural control committee. The decorative structure or landscaping materials shall be no less than 36 inches in height.

### III. ARCHITECTURAL CONTROL COMMITTEE:

3.1 Submission of Plans. No construction of, addition to or modification of any building, pool, fence, wall or any other structure of any type whatever shall be commenced, erected, placed, added to or altered on any lot until the construction plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved in writing by the architectural control committee ("committee") as to quality or workmanship and materials (including but not limited to paint, color and materials) and harmony of external design and location with respect to existing structures, topography and finished grade elevation. The committee is defined for all purposes hereunder as the original members of the committee, their successors in office, a designated representative of the committee, or any successor entity to the committee, as applicable.

3.2 Committee's Failure to Act. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval of such plans will not be required and the related covenants shall be deemed to have been complied with fully.

3.3 Architectural Control Committee - Membership. The original composition of the architectural control committee shall consist of any member or members of the Board of Directors of Mangrove Development Corporation. When control of

the subdivision is transferred to the homeowners' association, the board of directors shall appoint at least three (3) lot owners to serve as the committee.

3.4 Authority to Make Additional Restrictions. The architectural control committee shall have the authority, in addition to the power herein above granted, to promulgate additional restrictions consistent with the intent of this declaration; provided, however, that it first obtains the written consent to such additional restrictions from the then owners of record of ninety (90%) percent of the lots in the subdivision. Upon (1) obtaining of said consents, (2) the recording of the additional restrictions in the public records of Volusia County, Florida, and(3) notice by regular mail being sent to all property owners at their subdivision addresses that the additional restrictions have been recorded, the additional restrictions shall become as binding and shall be given the same force and effect as the restrictions set forth herein.

#### IV. ENFORCEMENT:

4.1 Enforcement. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney, including attorney's fee for appeals from lower court judgments. The homeowners' association shall have the power to undertake such enforcement action, in addition to any lot owner.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

4.2 Maintenance by Committee - Procedure Therefore. The architectural control committee shall have the right but not the obligation to provide exterior maintenance upon any vacant lot or upon any improved lot, subject, however, to the following provisions:

A) Prior to performing any maintenance on a vacant lot or upon a residence, the Committee shall determine that said property is in need of repair or maintenance and detracts from the overall appearance of the subdivision.

B) Prior to commencement of any maintenance or repair on a vacant lot or a residence, the Committee must furnish thirty (30) days prior written notice to



the record owner of the property at the property street address, and if different, at the address of the property owner reflected upon the most current tax roll of the County Property Appraiser's Office.

C) Said notice shall advise the record owner that unless certain specified repairs or maintenance are made within thirty (30) days from the date of said letters, the committee shall made said necessary repairs or maintenance and charge same to the owner. Upon the failure of the owner to act within said period of time, the Committee shall have the right to enter in or upon any such lot or to hire personnel to do so to make such necessary repairs or maintenance as is specified in the above-written notice. In this connection, the Committee shall have the right to paint, repair, replace and care for roof gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

The Committee shall have the power to place a lien upon the lot for all costs and expenses incurred by it for the maintenance and/or repair of any lot or improvements, together with interest thereon and costs of collection.

#### V. HOMEOWNERS' ASSOCIATION:

5.1 Establishment. There shall be established a non-profit homeowners association, to be known as "Sunrise Oaks P.U.D. Homeowners' Association, Inc.," to which all persons or entities purchasing or otherwise obtaining property within Sunrise Oaks P.U.D. shall automatically become and remain members, subject to all the rights and obligations described in the Articles of Incorporation, By-Laws and Rules of the association. No property in Sunrise Oaks P.U.D. shall be sold, given or conveyed in any manner without binding a member's heirs, assigns or successors in interest to membership in the association.

5.2 Powers. The association shall have the power and obligation to manage, operate, maintain and repair all of the common facilities and areas of Sunrise Oaks P.U.D., including but not limited to entrance signs, stormwater retention areas and other such facilities and areas enjoyed in common by the owners of Sunrise Oaks P.U.D. The association shall have the power to enact reasonable rules for the operation and use of common facilities and areas, assess the property owners on a lot square footage basis for the costs of operation, maintaining and repairing the common facilities. The association shall have the power to place alien on any property for which the owner has failed to pay the adopted assessment amount in a timely fashion. Common areas shall be as



shown on the record plat of Sunrise Oaks P.U.D.-Phase I and the sign easement as described in Paragraph 2.5.2 above, and such other areas as may lawfully be made common areas.

5.3 Effective Date. The homeowners' association will be given operation and maintenance control of Sunrise Oaks P.U.D. at such time as ninety (90%) percent of the lots have been sold. However, the developer may, at developer's sole discretion, transfer such control at any time prior to sale of ninety (90%) percent of all lots in Sunrise Oaks P.U.D., should the developer deem such transfer appropriate, convenient or necessary.

5.4 Developer Participation. As described in Paragraph 5.3 above, the developer may have operation and maintenance control of Sunrise Oaks P.U.D. until ninety (90%) percent of the lots in Sunrise Oaks P.U.D have been sold. After such control is transferred to the homeowners' association, developer shall have voting membership and shall participate in the association to the extent of developer's lot ownership.

#### VI. TERM AND MODIFICATION:

6.1 Term of Covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) year renewal, as applicable, agreeing to change the covenants in whole or in part.

6.2 Modification by Developer. The developer reserves for itself, its successors and assigns, and shall have the right: (a) to amend these restrictive covenants for the purpose of curing and ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said subdivision which do not lower standards of the covenants and restrictions herein contained or subsequently promulgated by the architectural control committee (provided, however, that it first obtains the written consent to such additional covenants and restrictions from the then owners of record of ninety (90%) percent of the lots in the subdivision. Upon (1) obtaining said consents, (2) the recording of the additional restrictions in the public records of Volusia County, Florida, and (3) notice by regular mail being sent to all property owners at their subdivision addresses that the additional restrictions have been recorded); and (c) to release any building lot from any part of the

covenants and restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines) if the developer or association determines such violation to be a minor violation.

6.3 Any amendments to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

#### VII. MISCELLANEOUS:

7.1 No Waiver. Any failure to enforce any restriction contained herein or subsequently promulgated shall in no way be deemed a waiver of the right to do so thereafter.

7.2 Severability. The invalidity, violation, abandonment or waiver of any one or more of or any part of the restrictions hereunder or subsequently promulgated pursuant hereto, either as to all or any part of the subdivision, shall not affect or impair such restrictions as to the remaining parts of the subdivision and shall not affect or impair the remaining restrictions or parts thereof as to all the subdivision.

7.3 Headings. Paragraph headings herein are for convenience of reference only and shall not be deemed an operative part of the text hereof.

#### VIII. DEFINITIONS

8.1 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

#### IX. ADDITIONAL LANDS

9.1 Declarant reserves the right to add all or part of certain lands contiguous with Sunrise Oaks-Phase I to Sunrise Oaks PUD as subsequent phases thereof, which lands are particularly described in Exhibit "A" attached hereto and made a part hereof whereupon such annexed lands shall also be subject to this Declaration of Covenants and Restrictions.





**EXHIBIT "A"**

A parcel of land being a portion of the Northwest 1/4 of Section 6, Township 16 South, Range 13 East, Volusia County, Florida, being more particularly described as follows: As a point of beginning commence at the Northwest corner of said Section 6; thence along the Northerly line thereof South 89 degrees 28 minutes 50 seconds East, a distance of 887.80 feet; thence departing said North section line run South 00 degrees 31 minutes 10 seconds West, a distance of 200.00 feet; thence South 89 degrees 28 minutes 50 seconds East, a distance of 27.48 feet to a point on a curve to the left having a radius of 425.00 feet, a central angle of 05 degrees 34 minutes 13 seconds; thence run Easterly along the arc of said curve a distance of 41.32 feet; thence South 00 degrees 31 minutes 10 seconds West, a distance of 152.01 feet; thence South 04 degrees 01 minutes 12 seconds West, a distance of 90.17 feet; thence South 00 degrees 32 minutes 27 seconds East, a distance of 600.10 feet; thence South 00 degrees 31 minutes 10 seconds West, a distance of 60.00 feet; thence South 89 degrees 28 minutes 50 seconds East, a distance of 97.44 feet; thence South 00 degrees 31 minutes 10 seconds West, a distance of 150.00 feet; thence South 89 degrees 28 minutes 50 seconds East, a distance of 34.35 feet; thence South 00 degrees 31 minutes 10 seconds West, a distance of 200.00 feet; thence South 89 degrees 28 minutes 50 seconds East, a distance of 39.44 feet; thence South 00 degrees 31 minutes 10 seconds West, a distance of 150.00 feet; thence North 89 degrees 28 minutes 50 seconds West, a distance of 1103.77 feet to a point on the West line of said Section 6; thence along said West line run North 00 degrees 32 minutes 27 seconds West, a distance of 1600.27 feet to the Point of Beginning.

Containing 15.87 acres more or less.

09/22/1995 09:41  
Instrument # 95141274  
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This document prepared by:  
James R. Fisher  
P.O. Box 290006  
Port Orange, Florida 32129

**SUPPLEMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SUNRISE OAKS P.U.D.  
PORT ORANGE, FLORIDA**

THIS SUPPLEMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNRISE OAKS P.U.D. ( the " Supplement" ) is made this 8th day of August, 1995 by MANGROVE DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as " Declarant " .

**WITNESSETH**

WHEREAS, on January 10, 1995, Declarant made and executed that certain Declaration of Covenants and Restrictions for Sunrise Oaks P.U.D., subsequently recorded in Official Records Book 3983 at Pages 406 through 417 of the Public Records of Volusia County, Florida; and,

WHEREAS, " Declarant " is the owner of all lots subject to the plat of Sunrise Oaks P.U.D. - Phase I, as recorded in Map Book 44, Pages 196 and 197, of the Public Records of Volusia County, Florida and additional Phases thereof; and,

WHEREAS, " Declarant " reserved the right under Section VI of the Declaration to modify and amend the Declaration.

NOW THEREFORE, pursuant to Section VI of the Declaration, Declarant does hereby amend Section II. of the Declaration as follows:

**II. CONSTRUCTION RESTRICTIONS:**

1. 2.1 Square Footage of Dwelling. No single-family dwelling shall have less than 1600 square feet of living area, exclusive of patios, porches and garages. All dwellings are to be


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Diane M. Matousek  
Volusia County, Clerk of Court

constructed of brick, wood, stone, concrete block with stucco or other materials as approved by the architectural control committee created by virtue of Section III of this instrument.

IN WITNESS WHEREOF, the Declarant herein, has caused this Declaration to be executed in its name and its corporate seal affixed by its proper officers thereunto duly authorized on this 8th day of August, 1995.

Witnesses:

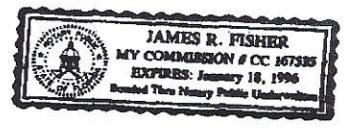
Lani Wade  
LANI WADE  
James R. Fisher  
JAMES R. FISHER

"Declarant"  
MANGROVE DEVELOPMENT CORPORATION  
By: Valentino R. Fiano  
Valentino R. Fiano, President  


STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 1995, by Valentino R. Fiano, as President of Mangrove Development Corporation, a Florida corporation, on behalf of the corporation, he is personally known to me and did not take an oath.

James R. Fisher  
Notary Public, State of Florida





12/04/1997 14:58  
Instrument # 97203741  
Book: 4257  
Page: 3814

This document prepared by:  
James R. Fisher  
Post Office Box 290006  
Port Orange, FL 32129

**SUPPLEMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SUNRISE OAKS P.U.D.  
PORT ORANGE, FLORIDA  
(Phase III)**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNRISE OAKS PLANNED UNIT DEVELOPMENT (the "Supplement") is made this 1<sup>ST</sup> day of DECEMBER, 1997 by MANGROVE DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, on January 10, 1995, Declarant made and executed that certain Declaration of Covenants and Restrictions for Sunrise Oaks Planned Unit Development, subsequently recorded in Official Records Book 3983 at pages 406 through 417 of the Public Records of Volusia County, Florida (the "Declaration"), whereby Declarant submitted certain lands as described therein to the Declaration and the jurisdiction of the SUNRISE OAKS HOMEOWNERS' ASSOCIATION, INC. (the "Association"); and

WHEREAS, Declarant reserved the right under Article IX of the Declaration to submit certain additional lands to the Declaration and the jurisdiction of the Association in accordance with said Article IX, which lands are more particularly described on Exhibit "A" attached hereto and made a part hereof (the Phase III Lands"); and,

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WHEREAS, Declarant is the Owner of the Phase III Lands and desires to submit the Phase III Lands to the provisions of the Declaration, so that said lands are subject to the terms, covenants and conditions of the Declaration, and to the jurisdiction of the Association; and,

WHEREAS, Article IX of the Declaration provides that Declarant may submit the Phase III Lands to the terms of the Declaration by recording a Supplement to the Declaration in the Public Records of Volusia County, Florida.

NOW THEREFORE, pursuant to Article IX of the Declaration, Declarant, as the Owner of the Phase III Lands in fee simple, does hereby amend and supplement the Declaration as follows:

1. The Phase III Lands are hereby submitted to the operation and effect of the Declaration and shall be held, sold and conveyed subject to the restrictions, covenants, conditions, easements and assessments set forth in the Declaration, as amended from time to time, and shall be subject to the operation and jurisdiction of the Association, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as amended from time to time.

2. The legal description of those lands subject to the Declaration as originally described therein is hereby amended to add and include the Phase III Lands as described on Exhibit "A" attached hereto.

3. Without limiting the generality of the definition of the term "Specific Easements" set forth in Section 2.5.1 of the Declaration, and in addition to the parcels specifically identified thereunder as being Common Areas of Sunrise Oaks Planned Unit Development, Common Areas shall include, but not be limited to, all Common Areas designated and shown on the Subdivision Plat of Sunrise Oaks PUD, Phase III, recorded simultaneously herewith in the Public Records of Volusia County, Florida.

4. All the terms, provisions, restrictions, covenants and conditions of the Declaration, except as modified and amended hereby, shall remain in full force and effect. This Supplement shall become effective upon its recording in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Declarant herein, has caused this Declaration to be executed in its name and its corporate seal affixed by its proper officers thereunto duly authorized

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on the day and year first above written.

Witnesses:

"Declarant"

MANGROVE DEVELOPMENT CORPORATION

John W. Reynolds  
Print Name: JOHN W. REYNOLDS

By: [Signature]  
Valentino R. Fiano, President

[Signature]  
Print Name: JAMES R. FISHER

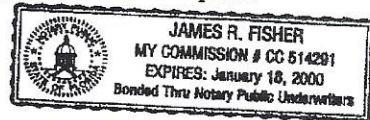
Attest: [Signature]  
Paula Fiano, Secretary



STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15 day of DECEMBER 1997, by Valentino R. Fiano and Paula Fiano, as President and Secretary, respectively, of MANGROVE DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

[Signature]  
Notary Public, State of Florida  
Commission No.  
My Commission Expires:





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Diane M. Matousek  
Volusia County, Clerk of Court

## EXHIBIT "A"

### DESCRIPTION

A parcel of land being a portion of the Northwest 1/4, Section 6, Township 16 South, Range 33 East, in the City of Port Orange, Volusia County, Florida, being more particularly described as follows:

Begin at the northwest corner of said Section 6, thence run along the north line of said Section 6, S 89°28'50" E, a distance of 887.80 feet, to the westerly boundary of Sunrise Oaks P.U.D., Phase I, as recorded in Map Book 44, Page 196;

Thence, departing said north line of Section 6, along said westerly boundary, S 00°31'10" W, a distance of 200.00 feet;

Thence S 89°28'50" E, a distance of 27.48 feet, to a point of curvature of a curve concaved northerly having a radius of 425.00 feet, and a central angle of 05°34'13";

Thence run easterly along the arc of said curve, 41.32 feet;

Thence S 00°31'10" W, a distance of 152.01 feet;

Thence S 04°01'12" W, a distance of 90.17 feet;

Thence S 00°32'27" E, a distance of 500.10 feet;

Thence, departing said westerly boundary, S 89°27'33" W, a distance of 150.00 feet;

Thence N 00°32'27" W, a distance of 32.80 feet;

Thence N 89°28'50" W, a distance of 642.84 feet;

Thence S 00°32'27" E, a distance of 27.23 feet;

Thence S 89°27'33" W, a distance of 150.00 feet, to the west line of said Section 6;

Thence along said west line of Section 6, N 00°32'27" W, a distance of 940.15 feet, to the Point of Beginning.

Containing 19.68 acres, more or less.

02/11/2000 12:29  
Instrument # [REDACTED]  
Book: 4521  
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Prepared By and Return To:

Donna M. More, Esq.  
Broad and Cassel  
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Orlando, Florida 32802-4961

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## AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF SUNRISE OAKS P.U.D.

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made and executed this 9<sup>th</sup> day of February, 2000, by MANGROVE DEVELOPMENT CORPORATION ("Developer").

### WITNESSETH:

WHEREAS, on January 10, 1995, Developer made and executed that certain DECLARATION OF COVENANTS AND RESTRICTIONS OF SUNRISE OAKS P.U.D. (the "Declaration"), which Declaration was recorded in Official Records Book 3983, Page 406, Public Records of Volusia County, Florida, as supplemented by those certain Supplements to Declaration recorded in Official Records Book 4039, Page 409, Official Records Book 4257, Page 3814 and Official Records Book 4257, Page 3818; and

WHEREAS, immediately after the execution hereof, the Developer is conveying to Sunrise Pointe Partners, Ltd. ("Buyer") the following described land for construction of a multifamily apartment complex ("Parcel "A"):

**PARCEL "A", SUNRISE OAKS P.U.D., PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGES 196 AND 197, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;**

and

WHEREAS, the Developer and the City of Port Orange, a Florida municipal corporation, entered in to that certain Development Agreement recorded in O.R. Book 3172, Page 212, Public Records of Volusia County, Florida, as amended (the "Development Agreement"), creating and governing the development of the Sunrise Oaks Planned Unit Development ("P.U.D."), which Development Agreement provides for both single family and multifamily residential development; and

WHEREAS, the Declaration was intended by Developer only to be applicable to the development of the single family parcels and not to include Parcel "A" and its multifamily uses within the lands subject to the Declaration; and


WHEREAS, in order to convey Parcel "A" to the Buyer and to facilitate the development thereof in accordance with the Development Agreement, it is necessary for Developer to release Parcel "A" from the covenants and restrictions of the Declaration.

NOW, THEREFORE, pursuant to Section VI of the Declaration, Developer hereby amends and supplements the Declaration as follows:





06/10/2000 06:23  
Instrument # [REDACTED]  
Book: 4559  
Page: 3603

This document prepared by:  
and Return to:  
James R. Fisher   
Post Office Box 290006  
Port Orange, FL 32129

**SUPPLEMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SUNRISE OAKS P.U.D.  
PORT ORANGE, FLORIDA**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SUNRISE OAKS PLANNED UNIT DEVELOPMENT (the "Supplement") is made this 2nd day of JUNE, 2000 by MANGROVE DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, on January 10, 1995, Declarant made and executed that certain Declaration of Covenants and Restrictions for Sunrise Oaks Planned Unit Development, subsequently recorded in Official Records Book 3983 at pages 406 through 417 of the Public Records of Volusia County, Florida (the "Declaration"), whereby Declarant submitted certain lands as described therein to the Declaration and the jurisdiction of the SUNRISE OAKS P.U.D. HOMEOWNERS' ASSOCIATION, INC. (the "Association"); and

WHEREAS, Declarant reserved the right under Article IX of the Declaration to submit certain additional lands to the Declaration and the jurisdiction of the Association in accordance with said Article IX, which lands are more particularly described in the Supplements to the Declaration of Covenants and Restrictions for Sunrise Oaks P.U.D. recorded in Official Records

Book 4257 at Pages 3814 through 3817 ( Phase III )and Official Records Book 4257 at Pages 3818 through 3821 ( Phase II ) of the Public Records of Volusia County, Florida; and

WHEREAS, Declarant and the City of Port Orange have amended the Development Agreement as Recorded in Official Records Book 4242 at Pages 2129 through 2133 as it relates to Construction Restrictions, and

WHEREAS, Declarant is the Owner of the all lands which are described in the above supplements; and

WHEREAS, "Declarant" reserved the right under Section VI (6.2) of the Declaration to modify and amend the Declaration.

NOW THEREFORE, pursuant to Article VI of the Declaration, Declarant, as the Owner of the Phase II and Phase III Lands in fee simple, to cure the inconsistencies and to be in conformance with the Development Agreement does hereby amend and supplement the Declaration as follows:

**II. CONSTRUCTION RESTRICTIONS:**

This amendment shall apply to Phase II and Phase III only.

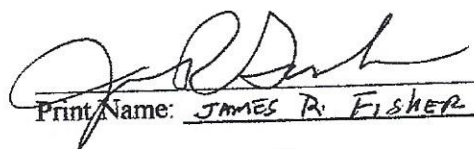
1. 2.2. Lot Size, Setbacks, etc.
  - a. Minimum Lot Area 10,000 S.F.
  - b. Minimum Lot Width 80 Ft.
  - c. Minimum Building Coverage 1,600 S.F.
  - d. Minimum Living Area 1,600 S.F.
  - e. Minimum Front Yard Setback 30 Ft.
  - f. Minimum Rear Yard Setback 25 Ft.
  - g. Minimum Side Yard Setback 7.5 Ft.
  - h. Minimum Corner Side Yard Setback 30 Ft.
  - I. Maximum Building Height 35 Ft.

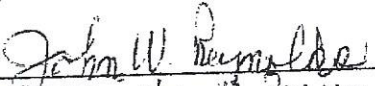
IN WITNESS WHEREOF, the Declarant herein, has caused this Declaration to be executed in its name and its corporate seal affixed by its proper officers thereunto duly authorized

on the day and year first above written.

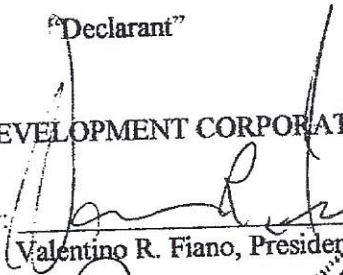
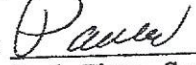
Witnesses:

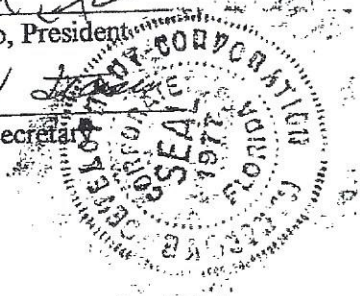
As to both:

  
Print Name: JAMES R. FISHER

  
Print Name: JOHN W. REYNOLDS

MANGROVE DEVELOPMENT CORPORATION

"Declarant"  
  
By: Valentino R. Fiano, President  
Attest:   
Paula Fiano, Secretary



STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of JUNE 2000 by Valentino R. Fiano and Paula Fiano, as President and Secretary, respectively, of MANGROVE DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. They are personally known to me and did not take an oath.



Notary Public, State of Florida  
Commission No.  
My Commission Expires:

