

Exhibit A

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, AND CONDITIONS FOR SUNRISE

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CLERK OF COUNTY COURT
FLORIDA COUNTY

THIS DECLARATION, made this 6th day of January
A.D., 1975, by ENER DEVELOPMENT CORP., a Florida corporation (herein-
after sometimes called "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in
the County of Alachua, State of Florida, which is more particularly de-
scribed as:

A tract of land situated in the north one-half of the south one-half of
Section 8, Township 10 South, Range 19 East, Alachua County, Florida,
said tract of land being more particularly described as follows:

Commence at the northeast corner of the southeast one-quarter of Section
8, Township 10 South, Range 19 East, and run S 89° 57' 48" W along the
North line of said Southeast one-quarter of Section 8, 50.00 feet to the
west right-of-way line of County Road 54-29 and the Point of Beginning;
thence run S 00° 10' 40" W, along said west right-of-way line 1335.80
feet; thence run N 99° 56' 51" W, along the south line of the north one-
half of the southeast one-quarter of said Section 8, 2603.74 feet;
thence run N 58° 36' 09" W, 64.05 feet; thence run N 89° 49' 20" W,
88.33 feet; thence run N 00° 10' 40" E, 260.94 feet; thence run Easterly
with a curve concave southerly, said curve having a central angle of 61°
11' 42", a radius of 464.32 feet, an arc length of 495.92 feet, and a
chord bearing and distance of S 85° 35' 10" E, 472.68 feet; thence run N
35° 00' 40" E, 30.00 feet; thence run N 24° 45' 54" E, 762.99 feet;
thence run S 89° 49' 20" E, 516.63 feet; thence run S 53° 08' 35" E,
56.71 feet; thence run N 35° 04' 15" E, 140.00 feet; thence run North-
westerly with a curve concave Southwesterly, said curve having a central
angle of 05° 56' 29", a radius of 225.00 feet, an arc length of 27.02
feet, and a chord bearing and distance of N 58° 24' 02" W, 27.00 feet;
thence run N 28° 07' 44" E, 40.00 feet; thence run Easterly with a curve
concave Northwesterly, said curve having a central angle of 53° 05' 03", a
radius of 30.00 feet, an arc length of 27.81 feet, and a chord bearing
and distance of S 85° 24' 33" E, 26.81 feet; thence run N 05° 29' 12" W,
172.35 feet, to a point on the North line of the Southeast one-quarter
of said Section 8; thence run N 99° 57' 48" E, along said North line of
the Southeast one-quarter of Section 8, 1250.00 feet to the Point of
Beginning, said tract of land containing 62.54 acres, more or less.
Excepting therefrom that portion thereof lying within the right-of-way
of S.W. 18th Boulevard, as now established.

NOW, THEREFORE, the Declarant hereby declares that all of the
real property described above shall be held, transferred, sold, conveyed,
encumbered, leased, rented, used, improved and occupied subject to the
following covenants, restrictions, easements, conditions, charges and
liens (hereinafter sometimes referred to as "covenants and restrictions"),
which are for the purpose of protecting the value and desirability of,
and which shall run with the real property described above, and be bind-
ing on all parties having any right, title or interest in the described

This instrument prepared by: Ronald Y. Schram, Attorney
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Gainesville, Florida 32608

BOOK 025 PAGE 675

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properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to SUNRISE COMMUNITY ASSOCIATION, INC., a non-profit corporation organized pursuant to Chapter 617 of the Florida Statutes, and its successors or assigns, or, upon merger or consolidation with another corporation or corporations, the corporation surviving such merger or resulting from such consolidation.

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

(c) "Common Areas" or "Community Facilities" shall mean and refer to all those areas of land shown upon any recorded subdivision plat of The Properties as "Common Area" which are owned or leased from time to time by the Association for the common benefit, use and enjoyment of its members, together with all improvements located thereon and all personal property incidental thereto which may be owned or leased by the Association.

(d) "Lot" shall mean and refer to any plot of land as shown, designated and further identified by number upon any recorded subdivision plat of The Properties but shall not include (i) Common Areas or Community Facilities as heretofore defined, and (ii) dedicated roads.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties, including owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association pursuant to the provisions of this Instrument, the Articles of Incorporation and the Bylaws of the Association.

(g) "Declaration" shall mean and refer to this entire Document, as same may from time to time be amended.

(h) "Declarant" shall mean and refer to Emmer Development Corp., a Florida corporation, and, to the extent that the rights and interests and/or exemptions of Emmer Development Corp. hereunder shall be specifically assigned, its successors and assigns.

(i) Whenever in this Declaration any action is required to be taken by a specified percentage or fractional part of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage or fractional part of the then Class A members of the Association and the specified percentage or fractional part of the then Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage or fractional part of "both classes of the then members" of the Association or by a specified percentage or fractional part of the "then members" of the Association, then such action shall be required to be taken by the specified percentage or fractional part of the then cumulative membership of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to this Declaration is located in Alachua County, Florida, is described above and is hereinafter sometimes referred to as "Existing Property." The Existing Property is depicted on plat of Sunrise recorded in Plat Book I, page 23, of the public records of Alachua County, Florida, and consists of Lots 1 through and including 108 and Common Areas A, B, C, D, E, F, G, H, I, J and K.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions Not Requiring Association Approval. Until January 1, 1990, the Declarant shall have the right, subject to the

terms and provisions of this Declaration, to annex and bring within the scheme of this Declaration, from time to time, any portion or portions of the additional land described in Exhibit A, attached hereto and by this reference made a part hereof, without the consent of the Association, its members, or the Owners.

Each such annexation shall be made by the Declarant filing a Supplementary Declaration of Covenants and Restrictions among the public records of Alachua County, Florida, with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character or use, if any, of the additional property.

(b) Other Additions. Upon approval in writing of the Association pursuant to an affirmative vote of two-thirds of each class of the then members of the Association as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) of this Section 2.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as herein provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant as long as there shall be a Class B member as hereinafter defined, every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, all such persons shall be members and the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot.

(b) The Class B member shall be the Declarant and shall be entitled to ten votes for each Lot for which Declarant shall be the record fee simple Owner thereof. The Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) thirty (30) days following the date upon which the total votes outstanding in the Class A membership equal at least 260; or

(ii) on January 1, 1990; or

(iii) upon the surrender of the Class B memberships by written declaration of all the then holders thereof for cancellation on the books and records of the Association.

Upon the lapse and/or surrender of all the Class B memberships, as provided for in this Article III, the Declarant shall be a Class A member of the Association as to each and every Lot in which the

Declarant holds the interest otherwise required for such Class A membership.

Section 2. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and Bylaws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Members set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Rights of Enjoyment. Every Member shall have a right and non-exclusive easement of enjoyment subject to the provisions hereof in and to the Common Areas and Community Facilities which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Declarant may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey not later than January 1, 1990 the Common Areas to the Association, free and clear of all liens and encumbrances, except for taxes and assessments for the year in which such conveyance shall be made and thereafter.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereunder shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against default and/or foreclosure on any mortgages that are liens against any portion thereof.

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving, repairing or rebuilding the Common Areas or Community Facilities and in

aid thereof, with the approval in writing of two-thirds of each class of the members of the Association as provided in its Articles of Incorporation to mortgage portions of the Common Areas that are set aside for recreational use; provided, however, such mortgage shall provide that in the event of a default upon any such mortgage, the mortgagee's rights hereunder shall be limited to a right to charge admission and other fees as a condition to continued enjoyment by the members and their guests, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

(c) The right of the Association, as provided in its Articles and ByLaws, to adopt rules and regulations regarding the use of the Common Areas and Community Facilities, and to suspend the enjoyment rights of any Member (i) for any period during which any assessment pursuant hereto remains unpaid, and (ii) for any period, not to exceed thirty (30) days, for any infraction of its published rules and regulations.

(d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas by the Members and/or their guests.

(e) the right of the Association to limit the number of guests of Members. The right of the Association to limit the use of any recreational facilities situated upon the Common Areas designated by the Association to those Class A Members and their immediate families who occupy the improvement on the Lot owned by such Member as well as to those who occupy the improvement on a Lot owned by a Class B Member.

(f) The right of the Association, through its Board of Directors, to determine the time and manner of use of the recreational facilities.

(2) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority, or utility for such purposes and subject to

such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes or conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of both classes of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and further provided that written notice of the proposed agreement and action thereunder is sent to each Member at least thirty (30) days in advance of any action taken and further provided that such agency, authority or utility consents to such dedication or transfer. Notwithstanding anything provided in this subsection (g), in no event shall the foregoing permit the impairment of the right of each Owner for ingress, egress and regress as provided in Section 5 of this Article IV.

(h) The right to the Association, acting by and through its Board of Directors, to grant rights-of-way and/or easements for any public utility purpose to any public or municipal agency, authority or public utility or to the Declarant for the purpose of the installation and/or maintenance of such utilities as may be necessary to serve any of the Common Areas or Community Facilities or to serve any other portion of The Properties; provided, however, that such easements and/or rights-of-way shall not be permanently inconsistent with the enjoyment of the Common Areas and Community Facilities by the Members of the Association and further provided that such agency, authority or utility consents to such grant.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and Community Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 5. Owners' Rights. Each Owner shall have a perpetual non-exclusive easement for the benefit of each Owner and the lawful occupants of Owner's Lot and their guests, invitees and domestic help, and for the benefit of delivery, pick-up and fire protection services, police and other authorities of the law, mail carriers, representatives of utilities authorized to serve Owner's Lot, and holders of mortgage

liens on Owner's Lot for ingress and egress over and across those portions of the Common Area designed to provide access to and from any Lot and a dedicated road. (Those Common Areas designed to provide access to and from Lots and dedicated roads are identified on said plat of Sunrise as Common Areas A, B, C, D, E, F, G and H.) Notwithstanding anything herein contained to the contrary, the rights and easements created in this Section 5 of this Article IV shall not be suspended by the Association for any reason.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each person, group of persons or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall hereby be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments to be fixed, established, and collected from time to time as hereinafter provided. All such assessments, together with interest thereon, costs of collection thereof and reasonable attorney's fees incurred by the Association in the collection of the assessments, shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, safety, and welfare of the residents of The Properties and in particular for the improvement and maintenance of properties, rights-of-way, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance thereon (including both liability insurance covering the Association and hazard insurance covering in-

provements and Community Facilities constructed on the Common Areas, with such insurance to be for such amounts as determined by the Board of Directors of the Association), and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Maximum Annual Assessment. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the amount of the annual assessment for any year at any amount not in excess of the maximum annual assessment herein provided for. Until the year beginning January, 1978, the maximum annual assessment shall not exceed One Hundred (\$100.00) Dollars for each Lot. From and after January 1, 1978, the maximum annual assessment may be increased by the Board of Directors of the Association each year by not more than five per cent above the annual assessment for the previous year without a vote of the Members as hereinafter set forth.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Areas or Community Facilities, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of both classes of the then members of the Association who are voting at a meeting duly called for this purpose, written notice of such meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting setting forth the purpose of the meeting. The presence of Members or proxies entitled to cast 60% of the votes at such meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding

meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The due date of any such special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Increase In Maximum Annual Assessment. The maximum annual assessment may be increased prospectively by the Association by more than 5% above the maximum assessment for the previous year provided that any such increase shall have the assent of two-thirds (2/3) of both classes of the then members of the Association who are voting at a meeting duly called for this purpose at which a quorum as provided in Section 4 of this Article V is present and further provided that written notice of such meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting setting forth the purpose of the meeting; provided further, that the limitations of Section 3 hereof shall not apply to any change in the maximum annual assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

Section 6. Reserve For Repairs and/or Replacements. The Association may establish and maintain a reserve fund for repairs and/or replacements by the allocation and payment periodically to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the repair and/or replacement of the Common Areas and Community Facilities and for operating contingencies of a non-recurring nature. The proportionate interest of any Member in any reserve for replacements shall be considered an appurtenance of his lot and shall not be separately with-

drawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 7. Date of Commencement of Annual Assessments. The annual assessment for each membership shall commence on the first day of the month following the conveyance by the Declarant to the Owner of the Lot to which the membership is appurtenant.

The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid, and except as hereinafter provided, the assessment for any Lot for any year subsequent thereto shall become due and payable and a lien on the first day of said year, or as the Board of Directors may otherwise provide.

The amount of the annual assessment which may be levied for the balance remaining in the year that the initial annual assessment shall occur shall be an amount which bears the same relationship to the annual assessment provided for in Section 5 of this Article V as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the initial assessment levied against any property which is hereafter added to the Properties.

Section 8. Rate of Assessment. Except as provided in Section 16 of this Article V, both annual and special assessments must be fixed at uniform rate for all Lots.

Section 9. Failure of Association to pay Taxes. In the event that the Association shall fail to pay taxes or assessments levied or assessed against the Common Areas before the same become delinquent, then the governmental authority levying such taxes or making such assessments shall be entitled to a lien upon each Lot on account thereof; provided, however, the amount of the lien against each Lot shall be a fraction of such delinquent tax or assessment, which fraction shall be determined as follows: The numerator shall be one and the denominator shall be the total number of Lots. The foregoing sentence of this Section 9 is for the benefit of the governmental authority levying such

taxes or making such assessments and the same shall in no way affect the responsibility of the Association to each Owner to pay such taxes or assessments. Further, upon an Owner paying such a lien he shall be entitled to offset an amount equal thereto against any assessment then due and next due against the Lot of such Owner until such credit shall be thus exhausted.

Section 10. Special Taxing District. After the lapse or surrender of all of the then Class B memberships as provided for in Article III of this Declaration, the Association may petition any appropriate governmental authority to create a special taxing district to determine and collect the assessments that would otherwise be the duty of the Association to determine and collect and to otherwise do and perform those other functions allied thereto which would otherwise be done and accomplished by the Association pursuant hereto; provided, however, that the assent is first secured of two-thirds (2/3) of the then members of the Association who are voting at a meeting duly called for such purpose at which a quorum as provided in Section 4 of this Article V is present and further provided that written notice of such meeting shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose of the meeting.

Section 11. Duties of the Board of Directors. The Board of Directors shall make reasonable efforts to fix the amount of each annual assessment at least thirty (30) days in advance of such annual assessment period. At the time that the assessment is determined the Board of Directors shall cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand, at any reasonable time, furnish a certificate in writing signed by an Officer or authorized agent of the Association, setting forth whether assessments against a Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A charge

not to exceed Ten Dollars (\$10.00) per Lot for which a certificate is requested may be levied in advance by the Association for each certificate so delivered.

Section 12. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot against which such assessment is made. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on land purchased and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on a Lot foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Lot.

Section 13. Acceleration of Installments. In the event it is determined by the Association to permit payment of an assessment in installments, then upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein on any particular Lot shall be subordinate to the lien of any first mortgage now or hereafter encumbering that particular Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 15. Exempt Property. The Common Area shall be exempt from the assessments created pursuant hereto. However, except as provided in Section 16 of this Article V, no Lot subject to this Declaration shall be exempt from assessment.

Section 16. Assessment of The Declarant. Any provision of this Declaration or of the Articles of Incorporation or Bylaws of the Association notwithstanding, there shall be no annual assessment or special assessment against any Lot owned by Declarant nor shall Declarant be required to pay any annual assessment or special assessment on any Lot owned by Declarant; provided however, the foregoing limitation shall not apply to any Lot on which is situate a completed Dwelling held by the Declarant for rental purposes or which is otherwise occupied for dwelling purposes nor shall this limitation apply after the lapse and/or surrender of all of the then Class B memberships, as provided for in Article III of this Declaration.

ARTICLE VI

CONDEMNATION

In the event all or any part of the Common Areas are taken by eminent domain proceedings or conveyed to any governmental body in lieu thereof, the money payable as a result of such taking shall be placed in the common fund for common expenses. Any award for the taking of all or part of a Lot shall be payable to the Owner of such Lot or his mortgagee, as their respective interests may appear.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Improvements and Alterations. Except for original construction by the Declarant, and except for purposes of proper maintenance and repairs, or as otherwise in this Declaration provided, no building, fence, wall, mailbox, or other improvements or structure shall be commenced, erected, placed, moved or maintained upon The Properties, nor shall any addition to or change (including any change in color) or alteration to the exterior thereof be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same (including, without limitation, any other information reasonably specified by the Board of Directors or the Architectural Control Committee) shall have been submitted (in duplicate) to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for The Properties by an Architectural Control Committee.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Declaration.

Section 3. Approvals. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Declaration, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of

such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Declaration within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval shall be deemed granted and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer periods as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

Section 5. Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall, mailbox or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance

with the provisions of this Article, the Architectural Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, mailbox, or other improvements or structure referenced in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable. A charge not to exceed Ten Dollars (\$10.00) shall be paid by Owner to the Association at time such certificate is requested.

Section 6. Rules and Regulations. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article, which fee shall be paid by Owner at the time of submission for approval. The decisions of the Architectural Control Committee shall be final except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors of the Association and, upon the written request of such Owner, shall be entitled to a hearing before the Board of Directors.

Section 7. Enforcement - Right to Remove or Correct Violations. In the event any building, fence, wall, mailbox or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any lot, otherwise than in accordance with the provisions and requirements of this Article, then the same shall be considered to have been

undertaken in violation of this Article and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Board of Directors or the Architectural Control Committee, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees, to secure enforcement as provided in Section 4 of Article X hereof. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for private residential purposes only, and no trade or business of any kind may be carried on thereon. Further, no building situate on any Lot may be used for any commercial, hospital, sanitarium, school, religious, charitable, or manufacturing purpose, or as a professional office. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant. No structures shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half stories or 35 feet in height and an attached garage. No dwelling shall be permitted on any Lot, the habitable floor area of which, exclusive of terraces, porches and garages, is less than 1500 square feet. There shall be no detached or accessory buildings except cabanas which are permissible when erected adjacent to and used in conjunction with a swimming pool.

Section 2. There shall be garages, carports or paved area on each Lot for the parking of at least four automobiles. No car shall be parked, stored or otherwise left on any unpaved area. All driveways and parking areas on a Lot must be paved with either asphaltic concrete or Portland Cement concrete in any areas meant for driving or automobile storage.

Section 3. Nothing shall be done on or kept in any Lot or on the Common Areas or Community Facilities, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Common Areas or Community Facilities or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on on any Lot or on the Common Areas or Community Facilities or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

Section 4. Noxious Activities, etc. Except for the activities of the Declarant during original construction or except with the prior written approval of the Architectural Control Committee, no noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling situated upon The Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners of The Properties. No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot or on the Properties without the prior written consent of the Association, except customary name and address signs. Notwithstanding the foregoing, when any Lot is for sale or for rent, the

Owner thereof shall be permitted to advertise same by erecting one "For Sale" or "For Rent" sign which shall be no larger than six (6) square feet in size; except that a sign of up to 32 square feet may be used by a builder or real estate broker to advertise a new property for sale during the construction and sales period, said period to extend for no more than nine (9) months from the date of the issuance of the building permit.

Section 6. Boats, Trailers, etc. The storing, maintaining, or keeping of any boat or other water borne vehicle, boat trailer, camper, camp truck, mobile home, travel trailer or any similar vehicle, either with or without wheels, or any truck or commercial vehicle upon The Properties is hereby expressly prohibited unless the same be stored, maintained, or kept completely within a structure, such as a garage, which has been constructed in compliance with this Declaration. Provided, however, that the Association may, from time to time, at its discretion, approve and designate certain portions of the Properties as suitable for the storing, maintaining or keeping of any of the above-described vehicles.

Section 7. Repairs or Restoration. No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted upon any Lot or The Properties except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 8. Animals, Livestock, etc. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, within any Dwelling or upon the Common Areas or Community Facilities, except that dogs, cats, and other household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law.

Section 9. T.V. and Radio Antennas. Unless approved in writing by the Association, no masts, towers, poles, or radio or tele-

vision antennas shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the outside of such Lot.

Section 10. Trash and Garbage. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers of a type and size approved by the Association.

Section 11. Temporary Structures. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, or clothes line, playhouse, shed, or other outbuildings shall be erected, used or maintained on any Lot at any time.

Section 12. Disrepair. No Dwellings or other improvements which are located upon the Properties shall be permitted to fall into disrepair and all such Dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.

Section 13. Definition. When used within the context of this Article, the term "Association" shall mean and refer to the Board of Directors of the Association or, if the Board should so designate, the Architectural Control Committee.

Section 14. Rules and Regulations. There shall be no violation of any rules for the use of the Lots, Common Areas or Community Facilities or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 15. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then, upon written notice from the Board of Directors or the Architectural Control

Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees, to secure enforcement as provided in Section 4 of Article X hereof. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 16. Exceptions. Nothing in this Article shall be understood or construed to prevent the Declarant from doing or maintaining on The Properties or any part thereof owned or controlled by the Declarant whatever it determines to be reasonably necessary or advisable for the conduct of its business, or in connection with constructing and maintaining structures on The Properties, establishing same as a residential community, and disposing of same in parcels by sale, lease, or otherwise. It shall be expressly permissible for Declarant to maintain upon such portion of The Properties as Declarant deems necessary such facilities as in the sole opinion of Declarant may be reasonably required, connected or incidental to the construction and sale of Lots and/or Lots improved with dwelling houses including, but not limited to, a business office, storage area, construction yard, signs, model units and sales offices.

ARTICLE IX

MANAGEMENT AGENT

Section 1. Management Agent. The Association may employ a

professional management agent (the "Management Agent") at a rate of compensation to be established by the Board of Directors of the Association to perform such duties and services as the Board of Directors shall authorize, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual assessments and other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration;

(b) to provide for the care, upkeep and maintenance of the Common Areas and Community Facilities;

(c) to designate, hire and/or dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities;

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas and Community Facilities;

(e) to provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

The Declarant may be employed as the Management Agent and may be compensated at a rate not in excess of that paid to professional management agents for similar services. Notwithstanding anything herein otherwise provided, the Declarant shall have no right to cast votes for the adoption of any such contract to the extent that the same would be in violation of any law or regulation of any governmental body.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The

Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

The covenants and restrictions of this Declaration may be amended in whole or in part during the first thirty (30) year period by an instrument signed by the Owners of not less than ninety per cent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than sixty-six and 2/3 per cent (66 2/3%) of the Lots, except as otherwise provided in Article II, Section 2, of this Declaration. Any amendment must be recorded to be effective.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Lot, any deed purporting to effect such transfer shall contain a provision making such transfer subject to this Declaration.

Section 3. Notices. Any notice required to be delivered to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restriction shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land or any Lot to enforce any lien created by these covenants; and failure or forbearance by the Association or any Owner to enforce any provision, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or court order shall in no wise affect any other provision hereof, each of which shall remain in full force and effect.

Section 6. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority or utility.

Section 7. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

EMER DEVELOPMENT CORP., a Florida corporation

By: [Signature]
President
Attest: [Signature]
Secretary

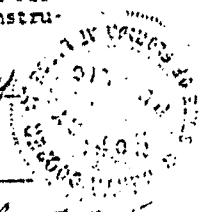


STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, a notary public in and for the State and County aforesaid, personally appeared PHILIP I. EMER, the President of EMER DEVELOPMENT CORP., a corporation, and J.M. SMITH the Secretary of the said corporation; the said persons being known to me to be the persons who executed the above instrument on behalf of said corporation; and they acknowledged that they signed, sealed and delivered said instrument by authority and on behalf of said corporation and that such acts were done freely and voluntarily and for the uses and purposes in said instrument set forth and that such instrument is the free act and deed of said corporation.

1975 WITNESS my hand and seal, this 6th day of January

[Signature]
Notary Public, State of Florida
My commission expires: April 15, 1976



1.00

FILED
1975 JUN 18 PM 1:40
SUNRISE, FLORIDA

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS FOR SUNRISE

THIS DECLARATION, made as of this 9th day of June, 1975, by Emmer Development Corp., a Florida corporation, hereinafter called the "Declarant," and First Federal Savings and Loan Association of Mid-Florida, a corporation organized and existing under the laws of the United States of America, hereinafter called the "Mortgagee,"

WITNESSETH

WHEREAS Declarant did execute and cause to be recorded an instrument entitled Declaration of Covenants, Restrictions, Easements, And Conditions For Sunrise, hereinafter called the "Declaration," which said Declaration was recorded in Official Records Book 925, Page 675 of the Public Records of Alachua County, Florida; and

WHEREAS, Declarant is currently the owner of more than ninety percent (90%) of the lots which are covered by the said Declaration and is, therefore, entitled to amend said Declaration under the terms thereof; and

WHEREAS, Mortgagee is the owner and holder of that certain mortgage which encumbers those lots owned by the Declarant, said mortgage being dated July 8, 1974, and recorded in Official Records Book 895, Page 949 of the Public Records of Alachua County, Florida; and

WHEREAS, the Declarant is desirous of amending the abovesaid Declaration and the Mortgagee is willing to subordinate its mortgage to this amendment,

NOW THEREFORE, the Declarant hereby declares that the said Declaration be and is hereby amended as follows:

- Article V, Section 4, lines eight (8) through ten (10) are amended to read:

"...provided that any such assessment shall have the assent of two-thirds (2/3) of each class of the then members of the Association who are voting at a meeting duly called for this purpose, written notice of such..."

- Article VIII, Section 1 is amended so as to add the following verbage:

With the exception of those Lots upon which structures have been erected or commenced as of the date of this Amendment, to-wit:

Lots 9, 35, 43, 58, 76 and 77 of Sunrise, a subdivision as per plat thereof recorded in Plat Book 1, page 23 of the Public Records of Alachua County, Florida

no structures shall be erected within thirty-five (35) feet of the front property line of each Lot within Sunrise, the purpose herein being to create and establish a minimum setback requirement of 35 feet instead of the 25 feet shown on the plat of Sunrise for all future construction on Lots within said subdivision.

Mortgagee, by its execution hereof, hereby agrees to subordinate its mortgage on the real property owned by the Declarant to this Amendment. Nothing herein contained shall affect or be construed to affect the liens, charges or encumbrances of the mortgage owned and held by the Mortgagee or the priorities thereof except as herein otherwise expressly provided; and all of the covenants, agreements, terms and provisions contained in the said mortgage are and shall remain in full force and effect.

310422

This instrument prepared by: Ronald Y Schwam, Esq.
2801 SW Anchor Rd.
Gainesville, Florida 32608

and 948 810

IN WITNESS WHEREOF, the Declarant and the Mortgagee have hereunto caused their proper officers to execute this instrument and their corporate seals to be attached hereto, as of the date first above stated.

Signed, Sealed and Delivered in the presence of:

Philip I. Emmer
James M. Smith

EMMER DEVELOPMENT CORP.

By: _____

Attest: JM

First Federal Savings and Loan Association
of Mid-Florida

By: James D. Sheppard

Attest: Robert E. Cameron

William E. Denton
Ann C. Sheppard

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 22nd day of May, 1975, by Philip I. Emmer and J. M. Smith, the President and Secretary, respectively, of Emmer Development Corp., a Florida corporation, on behalf of the corporation.

B. G. ...
Notary Public

NOTARY PUBLIC, State of Florida
MY COMMISSION EXPIRES April 18, 1978
Bonds & Auto Owners Insurance

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of June, 1975 by James D. Sheppard and Robert E. Cameron, the Senior Vice President and Vice President respectively, of First Federal Savings and Loan Association of Mid-Florida, a corporation organized and existing under the laws of the United States of America, on behalf of the corporation.

William E. Denton
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES Feb. 29, 1977
Bonds & Auto Owners Insurance

Exhibit

STATE OF FLORIDA

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

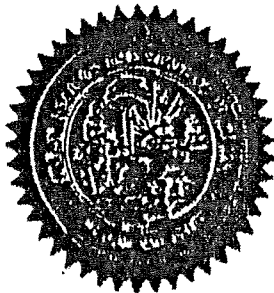
CERTIFICATE OF INCORPORATION

OF

SUNRISE COMMUNITY ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 8th day of January, A.D., 1975 as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of January, A.D., 19 75



Bruce A. Smathers

SECRETARY OF STATE