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R. WHITE ARR 09 2019



March 26, 2019

KENNETH BOHANNON ESQ 221 N. CAUSWAY STE A NEW SMYRNA BEACH, FL 32169

SUBJECT: SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA

COUNTY, INC.

Ref. Number: N26662

We have received your document for SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The attachement cannot be titled "Articles of Incorporation" because the above referenced entity already has articles of incorporation on file with this office. Please title them "Attachement to the Articles of Amendment to the Articles of Incorporation."

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White Regulatory Specialist III

Letter Number: 719A00006029

www.sunbiz.org

Visiting of Comments of the Double of the Do



Thursday, March 14, 2019

FL Department of State Division of Corporations Amendment Section PO Box 6327 Tallahassee, FL 32314

Re: SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC.

AMENDED GOVERNING DOCUMENTS

To Whom it Concerns,

Enclosed please find one Original and one Copy of the Amended Declaration of Covenants, Amended Articles of Incorporation and the Amended By-Laws for Sunset Pines Homeowner's Association of Volusia County, Inc.

Also enclosed is check number 5493 in the amount of \$35.00 for the filing fee.

Should you have any questions or concerns, please feel free to contact the office. I remain,

Respectfully,

Kellilynn L. Feliciano, Litigation

Paralegal to Kenneth Bohannon, Esq.

/klf Enc.

COVER LETTER

TO: Amendment Section Division of Corporations

SUNSET PINES HONES HONES OF CORPORATION:	OMEOWNERS' ASS	OCIATION	OF VOLUSIA COUNTY, INC	·.
N26662				
DOCUMENT NUMBER:				
The enclosed Articles of Amendment and fee are subm	nitted for filing.			
Please return all correspondence concerning this matte	r to the following:			
KENNETH BOHANNON, ESQUIRE				
	(Name of Contact Pers	son)		
CORONADO LAW GROUP, PLLC				
	(Firm/ Company)			
221 N. CAUSWAY, SUITE A				
	(Address)			
NEW SMYRNA BEACH, FL 32169				
	(City/ State and Zip Co	ode)		
KBOHANNON@CFLLAWYER.COM				
E-mail address: (to be used	for future annual repor	t notification	i)	
For further information concerning this matter, please	call:			
KELLILYNN FELICIANO	3 at	186	427-5227	
(Name of Contact Person)		Area Code)	(Daytime Telephone Number)	
Enclosed is a check for the following amount made page	yable to the Florida De	partment of !	State:	
S35 Filing Fee S43.75 Filing Fee & Certificate of Status	□\$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)	Certifi Certifi	O Filing Fee cate of Status ed Copy ional Copy is sed)	
Mailing Address		et Address		
Amendment Section Division of Corporations	Amendment Section Division of Corporations			

Amendment Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314 Amendment Section Division of Corporations Clifton Building 2661 Executive Center Circle Tallahassee, FL 32301

Articles of Amendment

to

Articles of Incorporation

FAED

SUNSET PINES HOMEOWNER'S ASSOCIATION	ON OF VOLUSIA COUNTY INC.
	s currently filed with the Florida Dept. of State)
N26662	SUGPE IN LOGISTE
(Documen	nt Number of Corporation (if known)
Pursuant to the provisions of section 617.1006, Florida amendment(s) to its Articles of Incorporation:	a Statutes, this Florida Not For Profit Corporation adopts the following
A. If amending name, enter the new name of the co	orporation:
	The ner
name must be distinguishable and contain the word "c "Company" or "Co," may not be used in the name.	corporation" or "incorporated" or the abbreviation "Corp." or "Inc."
B. Enter new principal office address, if applicable	
(Principal office address <u>MUST BE A STREET ADL</u>	<u>DRESS</u>)
C. Enter new mailing address, if applicable: (Mailing address MAY BE A POST OFFICE BO	9X)
D. If amending the registered agent and/or register new registered agent and/or the new registered	red office address in Florida, enter the name of the
-	once address.
Name of New Registered Agent:	
_	(Florida street address)
New Registered Office Address:	o water map its
	, Florida
	(City) (Zip Code)
New Registered Agent's Signature, if changing Registeredy accept the appointment as registered agent.	istered Agent: I am familiar with and accept the obligations of the position.
	Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example: X Change X Remove X Add	$\overline{\underline{\mathbf{V}}}$ $\underline{\underline{\mathbf{M}}}$	on Doe ke Jones lly Smith	
Type of Action (Check One)	<u>Title</u>	<u>Name</u>	Address
1) Change	D	BEVERLY STANNARD	1190 PELICAN BAY DRIVE
Add			DAYTONA BEACH, FL
X Remove			32119
2) Change			_
Add			
Remove			
3) Change			
Add			
Remove			
4) Change			
Add			
Remove			
5) Change			_
Add			
Remove			
6) Change			_
Add			
Remove			

E. If amending or adding additional Articles, enter change(s) here: (attach additional sheets, if necessary). (Be specific) PLEASE SEE THE ATTACHED AMENDMED ARTICLES OF INCORPORATION DATED FEBRUARY 16, 2019		
No.		

		FEBRUARY 16, 2019	
The date of each a	mendment(s) add	option:	, if other than the
date this document	was signed.		 -
		RUARY 16, 2019	
Effective date <u>if ap</u>	plicable:		
		(no more than 90 days after amendment file date)	·
Note: If the date in locument's effective	serted in this bloc e date on the Depa	k does not meet the applicable statutory filing requirements, this date will nartment of State's records.	ot be listed as the
Adoption of Amen	dment(s)	(CHECK ONE)	
The amendmen was/were suffice	nt(s) was/were ado cient for approval.	opted by the members and the number of votes cast for the amendment(s)	
☐ There are no madopted by the	embers or member board of director	ers entitled to vote on the amendment(s). The amendment(s) was/were s.	
Dated	3/12/1	9	
Signat		DE Cu	
	have not been	nan or vice chairman of the board, president or other officer-if directors is selected, by an incorporator – if in the hands of a receiver, trustee, or oppointed fiduciary by that fiduciary)	
	DAVID T	JRNER	
		(Typed or printed name of person signing)	
	PRESIDE	NT	
		(Title of person signing)	

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being duly elected and acting President of SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida non-profit corporation, does hereby certify that the following resolution was duly adopted by the Board of Directors, and on Saturday, February 16, 2019, at a meeting of the members when a quorum was present, after due notice, also were approved and adopted by the votes indicated, for the purposes of amending the Declaration of Condominium of SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC., as originally recorded in Official Records Book 3180, Pages 1253 to 1285, of the Public Records of Volusia County Florida; and as amended and restated in Official Records of Volusia County, Florida at (a) Book 4664, Pages 1016 to 1019, (b) Book 4664 Page 1014, (c) Book 4877 Page 3993, (d) Book 6785 Page 1302, (e) Book 7020 Page 2324, (f) Book 7335 Page 4958, (g) 7538 Page 769, and (h) Book 7546 Page 3120

The following resolution was approved by not less than a majority of the entire membership of the board of directors and by not less than 66 2/3 percent of the member of the Association:

- RESOLVED: That the Declaration of Covenants of SUNSET PINES HOMEOWNERS'
 ASSOCIATION OF VOLUSIA COUNTY, INC., be and is hereby amended and restated,
 and the amendment/restatement is adopted in the form attached hereto as Exhibit "A" and
 made a part hereof. This amendment and restatement contains substantial rewording.
- 2. RESOLVED: That the Article of Incorporation of SUNSET PINES HOMEOWNER'S ASSOCIATION OF VOLUSIA COUNTY, INC., by and is bereby amended and in the form attached hereto as Exhibit "B" and is made part hereof.
- RESOLVEDI That the By-Laws of SUNSET PINES HOMEOWNER'S ASSOCIATION OF VOLUSIA COUNTY, INC., by and is bereby amended and in the form attached hereto as Exhibit "C" and is made part hereof.

IN WITNESS WHEREOF, this May of MAYOCH, 2019.

SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC.

By: Daid E. Turner, President

Witness (Corporate Scal)

STATE OF FLORIDA) COUNTY OF VOLUSIA)

Before me, the undersigned authority, personally appeared TONDE TONDE who is known to me to be the person described in and who executed the foregoing instrument, or x has provided FUDL as identification.



ATTACHMENT TO THE ARTICLES OF AMENDMENT TO THE

ARTICLES OF INCORPORATION

OF

SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC.

(as Amended on Saturday, February 16, 2019)

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit, pursuant to Chapter 617 of the Laws of the State of Florida.

ARTICLE I

The name of this corporation shall be: SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC.

ARTICLE II

Purposes: The purpose of this corporation is to provide, maintain and manage common areas, social and recreational facilities for members of the corporation at SUNSET PINES, a townhouse complex situated in Volusia County, Florida; to provide for and maintain lawns, walks and driveways, swimming pool, administration for the townhouse complex, exterior painting and maintenance of each unit, maintenance of common stairways, balconies and roofs, utilities servicing common elements, garbage and trash collection for the benefit of each unit, water and sewer facilities to each unit, fire and extended coverage insurance for the value thereof on common elements and exteriors of each unit, collection and transmittal of real property taxes and other common obligations, public liability insurance on common elements; to protect the aesthetic qualities and beauty of the townhouse complex, to promulgate rules and regulations governing the use of the common, recreational and social facilities and grounds of a townhouse complex, as well as use and occupancy of the units; to undertake such activities and projects as will unite in companionship its members, and insure the continuation of enjoyable living conditions as a townhouse complex. In order to carry out these purposes the corporation shall have the powers provided by Florida Statute 617..0302 (2018), as amended from time to time, as well as all other express and implied powers to corporations not for profit, provided or allowed by or through the laws of the State of Florida.

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION: The members of the corporation shall consist of the undersigned subscribers and such other persons as may be from time to time admitted to membership by the Board of Directors of the corporation in accordance with the provisions of the By-Laws of the corporation.

ARTICLE IV

TERM OF EXISTENCE: The term for which this corporation shall exist shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statute 617, as amended.

ARTICLE V

NAMES AND RESIDENCES OF SUBSCRIBERS: The name and residence of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
JAY NICHOLS	1190 Pelican Bay Drive Daytona Beach, FL 32119
STEVEN WORLEY	1190 Pelican Bay Drive Daytona Beach, FL 32119
DAVID TURNER	1190 Pelican Bay Drive Daytona Beach, FL 32119
RON HINES	1190 Pelican Bay Drive Daytona Beach, FL 32119
RICK MABE	1190 Pelican Bay Drive Daytona Beach, FL 32119

ARTICLE VI

OFFICERS AND DIRECTORS: The affairs of this corporation shall be managed by a governing board called the Board of Directors who shall be elected at the regular meeting of the corporation. Vacancies on the Board of Directors may be filled until the next annual meeting, in such manner as provided by the By-Laws. The corporation shall have a Board of Directors of five (5) persons initially. The number of directors may be increased or diminished from time to time by By-Laws adopted but shall never be less than three (3). The officers shall be: A

President, Vice President, Secretary, Treasurer. The officers of the corporation shall be elected by the Board of Directors. The officers and members of the Board shall perform such duties, hold office for such terms and take office at such times as shall be provided in the By-Laws of the corporation.

ARTICLE VII

NAMES OF OFFICERS: The name of the officers at the time of Amendment of these Articles of Incorporation, pursuant to Florida Statutes Chapter 617, as amended, is as follows:

<u>NAME</u> <u>OFFICER</u>

DAVID TURNER PRESIDENT

JAY NICHOLS VICE PRESIDENT

RON HINES SECRETARY

RICK MABE TREASURER

ARTICLE VIII

NAMES AND ADDRESSES OF DIRECTORS: The Board of Directors serving at the time of Amendment of these Articles of Incorporation are as follows. They shall serve until such time as they shall resign, sell their unit, or have completed their terms, whichever shall first occur, at which time a meeting shall be called for the purpose of electing a successor or successors, pursuant to Florida Statues, Chapter 617, as amended are:

<u>NAME</u>	RESIDENCE
JAY NICHOLS	1190 Pelican Bay Drive Daytona Beach, FL 32119
STEVEN WORLEY	1190 Pelican Bay Drive Daytona Beach, FL 32119
DAVID TURNER	1190 Pelican Bay Drive Daytona Beach, FL 32119
RON HINES	1190 Pelican Bay Drive Daytona Beach, FL 32119
RICK MABE	1190 Pelican Bay Drive Daytona Beach, FL 32119

ARTICLE IX

AMENDMENT OF ARTICLES OF INCORPORATION: These Articles of Incorporation may be amended by a Two-Thirds (2/3) vote of the members present and voting at any regular meeting of the corporation, provided, however, that these Articles of Incorporation shall not be amended unless written notice is first given of the proposed amendment to each member of the corporation, not less than fifteen (15) days prior to the regular meeting of the corporation.

ARTICLE X

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the corporation, except as provided in the Declaration of Easements, Covenants, Conditions and Restrictions.

Section 2. Each member shall be restricted to One (1) vote, except in all elections for Directors, each member shall have the right to vote, in person or by proxy, for as many persons as there are Directors to be elected, or to distribute them on the same principle among as many candidates as he shall see fit.

Section 3. A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one (1) person, all of the owners of such membership be entitled collectively to only one (1) vote or ballot in the management of the affairs of corporation in accordance with the Declaration of Easements, Covenants, Conditions and Restrictions, and the vote may not be divided between plural owners of a single membership.

Section 4. The members of the corporation shall be subject to assessments for the cost and expenses of the corporation in operating the multi-unit buildings, etc. in accordance with the Declaration of Easements, Covenants, Conditions and Restrictions, these Articles of Incorporation, and the By-Laws of the corporation. The By-Laws of the corporation may not change or alter this section 4. Article X.

Section 5. The corporation shall not be operated for profit, no dividends shall be paid, and no part of the income of the corporation shall be distributed to its members, Directors or Officers.

Section 6. Any manner of controversy or dispute between members or between a member and the corporation shall be settled by arbitration by and in accordance with the rules of the American Arbitration Association and the Statutes of the State of Florida.

Section 7. The members of this corporation shall be subject to all of the terms, conditions, restrictions and covenants contained in the Declaration of Easements, Covenants, Conditions and Restrictions, these Articles of Incorporation, and the By-Laws of the Corporation.

Section 8. Officers and directors of the corporation shall comply with the requirements set forth within Florida Statute Chapter 720.3033(1), as amended, within 90 days after being elected or appointed to the board, unless another time is provided within the statute.

SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY INC., By

Juy Muhols	
JAY NICHOLS	1190 Pelican Bay Drive, Daytona Beach, FL 32119
Steen C. Mans	
STEVEN WORLEY	1190 Pelican Bay Drive, Daytona Beach, FL 32119
Dift Con	
DAVID TURNER	1190 Pelican Bay Drive, Daytona Beach, FL 32119
Ron Line	
RONHINES	1190 Pelican Bay Drive, Daytona Beach, FL 32119
AMMUN	
BICK MABE	1190 Pelican Bay Drive, Daytona Beach, FL 32119

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared, Jay Nichols, Steven Worley, David Turner, Ron Hines, Rick Mabe, to me known to be the persons described as subscribers in and produced their individual and respective driver's licenses and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State aforesaid this 44 day of

2/23/20

____, 20__[9

NOTARY PUBLIC, State of Florida

My commission Expires:

CHARLA KHATIR MY COMMISSION # FF 963716 EXPIRES: Fearuary 23, 2020

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE

OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON

WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in

compliance with said Act:

First—That SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA

COUNTY, INC. desiring to organize under the laws of the State of Florida with its principal

office, as indicated in the articles of incorporation at City of Daytona Beach, County of Volusia,

State of Florida has named NELSON & SELWITZ ASSOCIATION MANAGEMENT located

at 1190 Pelican Bay Drive, Daytona Beach, County of Volusia, State of Florida as its agent to

accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY REGISTERED AGENT)

Having been named to accept service of process for the above stated corporation, at place

designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the

provision of said Act relative to keeping open said office.

Printed: FRED ANNOUTE

NELSON & SELWITZ

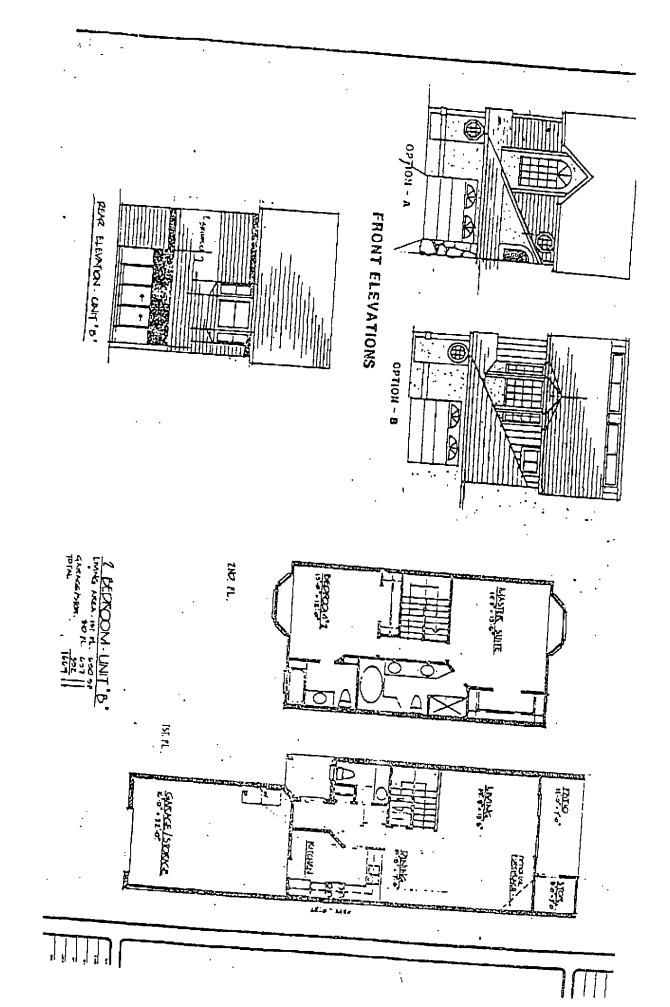
ASSOCIATION MANAGEMENT, INC.

(Registered Agent)

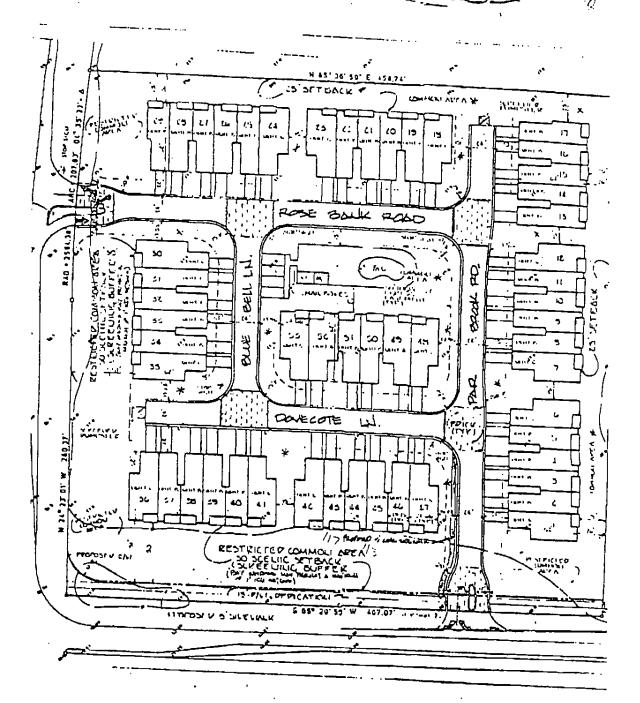
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Sunset Pires



SITE PLAN

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING SUNSET PINES

(as Amended and Restated on Saturday, February 16, 2019)

This Declaration is Amended and Restated by Sunset Pines Homeowners' Association of Volusia County, Inc., a Florida Corporation, hereinafter called "Association" on behalf of its membership.

WHEREAS, the Association is the fee simple owner of the real property described in Exhibit A attached hereto, situated thereon, and

WHEREAS, the Association desires to amend and restate the common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof:

NOW. THEREFORE, all of the real property described in Exhibit A attached hereto and hereby incorporated by reference, shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting value and desirability of, and which shall run with the said real property and be binding upon all parties having right, title, or interest therein, or any part thereof, their respective heirs, personal representatives, successors and assigns; and which shall inure to the benefit of the Association and each member thereof, as said terms are hereinafter more particularly defined.

ARTICLE I

NAME AND NATURE OF DEVELOPMENT COMPLEX

Section 1. The name by which this complex shall be known is Sunset Pines. It is located on Bill France Boulevard and Dunn Avenue, approximately one mile North of U.S. Highway 17-92, Daytona Beach, Volusia County, Florida.

Section 2. The complex shall consist of 53 townhouses, sample floor plans of which are depicted on Exhibit B, attached hereto and made part hereof. Each dwelling Unit is contained within a platted Lot and has been conveyed according to the plat of Sunset Pines as recorded on the Public Records of Volusia County, Florida.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

- Section 1. The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and any rules and regulations adopted by Sunset Pines Homeowners' Association of Volusia County Inc., shall have the following meanings. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.
- A. <u>Association</u> shall mean and refer to Sunset Pines Homeowners' Association of Volusia County Inc., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes. Its duties and responsibilities are fully set forth in the Articles of Incorporation and in the By-Laws of Sunset Pines Homeowners' Association of Volusia County Inc., which are attached hereto and made part hereof. "The corporation," or "this corporation," as used in the Articles of Incorporation and By-Laws shall mean and refer to Association and the terms considered synonymous.
- B. <u>Assessment</u> means a share of the funds required for the payment of common expenses, which from time to time will be assessed against the Unit owner.
- C. <u>Articles of Incorporation</u> refers to the Articles of Incorporation of Sunset Pines Homeowners' Association of Volusia County Inc., a non-profit Florida Corporation, as amended from time to time.
 - D. By-Laws refers to By-Laws of the association existing from time to time.
- E. <u>Common Elements</u> includes and refers to easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities services to Units and the Common Areas, together with property and installations required to furnish utilities and other services to more than one Unit, together with an easement of support in the portion of the Unit contributing to the support of a building.
- F. <u>Common Area</u> shall mean all property (including the improvements thereon) owned or leased by the Association or dedicated for use or maintenance by the Association for the common use and enjoyment of the owners/members of the Association. It shall not include any land nor improvement located within any platted Lot, nor shall it include any land dedicated to the public. It shall, however, include all other streets.
 - G. <u>Development Plan.</u> The complex is described and established as follows:

1. <u>Legal Description, Plot Plans and Floor Plans.</u>

A legal description of the land with plot plans and floor plans showing the sample improvements that either have been or will be constructed thereon are attached as Exhibits A and B to this declaration. Depicted thereon are graphic descriptions of all Units, including identification numbers and location. The legend and notes contained thereon are made a part hereof by reference.

- 2. <u>Identification of Units.</u> For the purpose of identification, all Units will be given identifying numbers. No Unit bears the same identifying number as any other Unit. Each Unit will be identified by the use of numbers and/or letters. The building number designates the building in which the Unit is located. The Unit number or letter will identify the location of the Unit within the building. These numbers and/or letters identify and locate only one Unit even though such Unit may differ in size and dimension from other Units.
- H. <u>Lot</u> means and refers to any plot of land shown by the recorded plat, excluding Common Areas. It is that portion of the property that is subject to exclusive ownership. The term is synonymous with the term "Unit", and either term may be used in improvements, land, or land and improvements together.
- I. <u>Owner/Member</u> means the record owner of legal title to a Lot or a Unit. A member/owner is a member of the Sunset Pines of Volusia County Homeowners' Association, Inc. The terms are synonymous.
- J. <u>Utilities Services</u> shall include but not be limited to, electrical power, water, waste and sewer disposal, and other services required or imposed by governmental authorities.
- K. <u>Architectural Control Committee</u> means a committee organized by the Board of Directors for the purpose of approving plans and specifications for the location, size, type, or appearance of any structure or other improvements on a parcel, or to enforce standards for the external appearance of any structure or improvement located on a parcel.

ARTICLE III

UNIT OWNERS' RIGHTS AND RESPONSIBILITIES

<u>Section 1.</u> Each Unit shall be conveyed as an individual property capable of independent use and fee simple ownership.

Section 2. Exclusive Possession. The owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Areas in accordance with the purpose for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Areas and a joint mutual easement for that purpose is hereby created.

<u>Section 3.</u> Membership in Association. Automatic membership in Sunset Pines Homeowners' Association of Volusia County Inc., shall inure to the Owner of each Unit.

Section 4. Perpetual Non-Exclusive Easement in Common Area. The Common area shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all the owners of Units in the complex for their use and for the use of their immediate families, guests, and invitees, for all practical and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of such owners. The Board of Directors will determine an amenities fee for the use of Common Elements. As to amenities contained within the common areas for the use of the Lot owners who pay an amenities fee to the association will be set and determined by the Board of Directors.

<u>Section 5.</u> Pedestrian and Vehicular Traffic. An easement exists for pedestrian traffic, over, through and across sidewalks, paths, lanes and walks as may from time to time exist, upon the Common Areas and for the vehicular traffic, over, through and across such portions of the Common Area as may be from time to time paved.

<u>Section 6.</u> Subdivision of Units. The owner thereof may not subdivide the space within a Unit, without the express written consent of the Board of Directors.

<u>Section 7.</u> Liability for Common Expenses/Ownership of Common Surplus. Each Unit owner shall be liable for a proportionate share of the Common Expenses, and shall own a proportionate share of the common surplus.

ARTICLE IV

SPECIFIC EASEMENTS

<u>Section 1.</u> The Developer, for itself, all Unit Owners and the Association, has previously granted the County of Volusia and/or the City of Daytona Beach, and/or the Utilities Commission of the City of Daytona Beach and/or any private utility company furnishing utilities to the complex, their respective licensed agent, successors and assigns, necessary easements and rights-of-way.

and rights of ingress and egress for the purpose of providing utilities and other municipal services, including, but not limited to the following: fire protection, police protection, health related services, trash and refuse collection, inspections by inspectors and officials, and the provision, maintenance, and installing, servicing and repairing of electrical, water and sewer services, and gas services, if any.

Such easements are reserved throughout the complex property, including all Common Areas, as may be required for utilities services needed to service the complex adequately, provided, however, such easements through a Unit shall be only in accordance with the plans and specifications for the building containing said Unit, or as the building is actually constructed. All drainage retention areas in the complex designed for drainage retention on site plans approved by the County of Volusia shall, as nearly as possible, be preserved in their natural state. Any such drainage retention area may not be filled, altered, changed or modified by the Association, or any Unit Owner, without the express prior written consent of the County of Volusia and/or Saint Johns Water Management District.

ARTICLE V

RESTRICTIONS RELATING TO USE OF PROPERTY

<u>Section 1.</u> Antennas. No television or radio masts, towers, poles, antennas, aerials, satellite dishes, wires, or appurtences thereto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the street side of said Lot. Without limitation of the foregoing, wherever reasonable practicable, all television antennas shall be erected and maintained completely inside the improvement on each Lot and shall be of an "attic type" or such other type as may, from time to time, be permitted under the Association's rules and regulations as adopted by the Board of Directors.

<u>Section 2.</u> It is the intent that garage doors, or screen garage doors, shall not be left open in such a manner that the interior of the garage will be exposed to the general public or to other Owners for any more than is necessary. Therefore, garage doors and screen garage doors shall open only for the purpose, and only for the time necessary, to gain entry or to exit from the garage with the vehicle or other item of personality.

Section 3. Use of Unit. Each Lot shall be used for single family purposes only and no trade or business of any kind shall be carried on therein except upon the written consent of the

Association Board of Directors and under such conditions as the Association Board of Directors shall determine, irrespective of whether the same is allowed or authorized by applicable rules of any governmental authority. The members of the Association have elected to prohibit the lease or rental of a Unit in order to encourage owner occupied usage and promote the recreating, health, safety and welfare of owners of Units within the complex. For purposes of this Section, lease or rental will include any interest which may be terminated via Florida Statute Chapter 83 Part II ("Residential Tenancies"). The Board of Directors shall be notified in writing at least five (5) days in advance of an application to lease a Unit. Prospective Tenants of any and all units of the property shall be interviewed by the Board of Directors prior to the occupancy of said unit. The Board of Directors shall approve or deny the rental or leasing of any unit to any proposed tenant prior to the occupancy by proposed Tenant within five (5) days of the interview. If the Board of Directors does not reply within five (5) days, the request shall be deemed approved. All members of the Association with tenants in their units as of the effective date of this amendment shall terminate the lease of their unit and require their tenants to vacate the unit no later than six (6) months from the effective date of this amendment.

Section 4. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association Board of Directors. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association Board of Directors. It is the intent of this Section to prohibit storage in the Common Area of boats, trailers, campers, recreational vehicles and other like articles of personal property.

Section 5. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or within any Unit that would result in the increase in the rate of insurance over that which would normally be charged, but for such activity, without the prior written consent of the Association Board of Directors. Likewise, nothing shall be done or kept on any Lot or within any Unit which would be in violation of any state statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area, or any part thereof, or of the exterior of any Lot or Unit thereon shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from such loss, waste or

damage caused by him, his family, or invitees. No noxious, destructive, or offensive activity shall be permitted on any Lot or within any Unit or in the Common Area or any part thereof.

<u>Section 6.</u> Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association Board of Directors, except customary name and address signs.

<u>Section 7.</u> Clothes Lines Prohibited. No Owner shall permit any clothes lines to be displayed on any Lot or Common Area upon which articles of clothing are hung.

Section 8. Parking. No Owner, family, guest, or invitee, shall park, store, keep, repair or restore any boat or trailer anywhere upon the property except in an enclosed garage. An automobile, motorcycle or truck, not exceeding one half ton capacity, may be parked in the driveway portion of a Lot. The use of all guest parking areas in the Common Areas shall be subject to such rules and regulations as may, from time to time, be adopted by the Association Board of Directors. No unlicensed or inoperable motor vehicle shall be parked on the exterior of any dwelling unit in excess of one week.

Section 9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the property, except that cats, dogs, and other customary household pets, may be kept on Lots or within Units subject to rules and regulations adopted by the Association Board of Directors, provided that they are not kept, bred or maintained for any commercial purpose. The Association Board of Directors may prohibit the keeping of any pet anywhere within the complex which the Association reasonably determines may constitute a threat to the safety or health or well-being of persons lawfully upon any property comprising the complex. All owners at all times shall comply with all rules, regulations, ordinances, statutes and laws adopted, promulgated or enforced by any public agency having jurisdiction over the property within the complex, relating to animals.

<u>Section 10.</u> Rubbish. No rubbish, trash, garbage or other waste materials shall be kept or permitted upon any Lot except within the Unit on such Lot. Rubbish, trash, garbage or other waste material shall be placed in sanitary containers approved by the Association Board of Directors.

Section 11. Mailboxes. Mailboxes shall be placed only in designated areas.

<u>Section 12.</u> Alterations to Exteriors of Buildings Prohibited. No alterations of any building on the exterior of any Lot, including painting, shall be permitted except upon the prior written consent of the Board of Directors of the Association or Architectural Control Committee organized for such purpose.

Section 13. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Common Area, the rules and regulations for the use of the Common Area, as the same are from time to time adopted by the Association Board of Directors. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibition against the Association's Board of Directors extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this declaration.

ARTICLE VI PARTY WALL

Section 1. General Rules to Apply. Each wall, as is built as part of the original construction of the buildings within the complex and placed on the dividing line between the Lots, shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage through negligence or willful acts or omissions shall apply thereto.

<u>Section 2.</u> Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the party wall shall be shared by the owners who make use of the wall in proportion to such use.

<u>Section 3.</u> Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by a fire or other casualty and it is not covered by insurance, any owners thereafter who make use of the wall, shall contribute to the cost of restoration thereof in proportion to their use, without prejudice, however, to the right of any such owner to call for a larger contribution from the others under any rule or law regarding liability for negligence or willful acts or omissions.

<u>Section 4.</u> Weatherproofing. Notwithstanding any other provision of this article, an owner who, by his negligent or willful act, caused a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

<u>Section 5.</u> Right of Contribution to run with the Land. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VII

ADMINISTRATION OF SUNSET PINES

<u>Section 1.</u> Management. The management and operation of the Common Areas and all improvements thereof shall be by Sunset Pines of Volusia County Homeowners' Association, Inc. through the Board of Directors.

<u>Section 2.</u> Governing Documents. The Association and its members shall be governed by the provisions of the recorded covenants for the community and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; the articles of incorporation and bylaws of the homeowners' association and any duly adopted amendments thereto; and rules and regulations adopted by the Board of Directors under the authority of the recorded declaration, articles of incorporation, or bylaws and duly adopted amendments thereto.

<u>Section 3.</u> Membership. As set forth above, membership in the association is appurtenant to each of the units and inseparable from the ownership of the respective unit to which it appertains. The Developer and all persons hereafter having of record a vested ownership interest to a unit within the complex, whether acquired by purchase, gift, inheritance, devise, judicial order, transfer by operation of law or otherwise, shall be and become members of the association upon the record acquisition of such ownership interest. Such membership shall automatically cease and terminate when the member no longer owns an interest.

<u>Section 4.</u> Voting. On all matters to which the membership shall be entitled to vote, there shall be one vote for each unit. Voting rights are as set forth in the Articles of Incorporation and By-Laws. When the association owns a Unit, no vote shall be allowed for such Unit nor shall such Unit be considered in determining a quorum or the percentage of votes.

<u>Section 5.</u> Board of Directors. The business affairs of the Association shall be managed, controlled, and governed by a board of at least five directors, who shall be elected by the members, in accordance with and as more particularly set forth in the Articles of Incorporation and By-Laws of the Association as same lawfully exist from time to time. The Board of Directors is authorized to adopt rules for the health, safety and welfare of persons lawfully upon

any property comprising the complex and to enforce such rules by warnings, fines, assessments, liens and litigation as permitted under applicable Florida Statutes and the Articles of Incorporation, By-Laws and this Declaration.

Section 6. Financial Responsibility. The Association shall pay all taxes, licenses or other governmental charges levied or assessed against the common property, the Association or its property. Further, the Association shall pay all insurance premiums required of the Common Area and improvements thereon. Further, the Association shall assume the financial responsibility for mutually incurred, or common expenses of its members which are for maintenance, repair or replacement of the Common Area or improvements thereon, or in furtherance of the common health, safety and welfare of the members of the Association, and in general are as deemed necessary or desirable for the complex as a whole. Pursuant to the power and authority granted to the Association in this declaration, the Association Board of Directors shall have the responsibility for the levy, collection and enforcement of assessments and payment of common expenses as hereinafter provided.

<u>Section 7.</u> Limitation Upon Liability of the Association. Notwithstanding the obligation of the Association to maintain and repair part of the Common Area, the Association shall not be liable to Unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

<u>Section 8.</u> Restraint Upon Assignment of Shares and Assets. The shares of members and the funds and assets of the Association cannot be assigned, hypothecated in any manner except appurtenant to a Unit.

<u>Section 9.</u> Maintenance of Units. The Association shall maintain, report and replace at the Association's expense:

- A. All portions of a Unit contributing to the support of Units, which portion shall include, but not be limited to outside walls of unit buildings and all fixtures on its exterior, those portions of boundary walls not a part of the Unit, floor and ceiling slabs, load bearing columns and load bearing walls.
- B. All conduit, ducts, plumbing, wiring and other facilities for the furnishing of utilities services contained in the portion of the Unit maintained by the Association; and all other

facilities contained within a Unit that service part of parts of the building other than the Unit within which it is contained.

C. All incidental damage caused to a Unit by such work immediately above described shall be promptly repaired at the expense of the Association.

Section 10. Non-responsibility of the Association:

- A. Responsibilities not assumed by the Association. The Association does not assume responsibility for any of the following, which shall be the sole responsibility of each Unit Owner:
- 1. To keep and maintain his Unit, all equipment and appurtenance in good order, condition and repair and to perform promptly all maintenance and repair work within the Unit, which, if omitted, would affect the remainder of the building. Notwithstanding anything contained in this declaration, the Owner of each Unit shall be liable and responsible for maintenance, repair and replacement, as the case may be, of all windows, screens, and all exterior doors, including sliding glass doors, and all air-conditioning, including compressors and heating equipment, stoves, refrigerators, fans, and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, lights, power, air-conditioning, heating, telephone, sewage and sanitary service, which may now or hereafter be situated in his Unit.
- 2. To maintain, repair and replace any and all interior and party walls, ceilings and floor interior surfaces, painting and decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his Unit.
- 3. Where applicable, to maintain and keep in a neat and trim condition the floor, ceiling, interior walls, screening and railings of patios, porches, decks or balconies.
- 4. To promptly report to the Association any defects or need for repairs for which the Association is responsible.
- 5. Plumbing and electrical repairs to fixtures and equipment located within a Unit and exclusively serving a Unit shall be paid for and be a financial obligation of the Owner.
- 6. Any officer of the Association or any agent of the board shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein and are

accessible therefrom, or from making emergency repairs therein necessary to prevent damage to any common element or to any other Unit or Units.

7. Not to paint, stain, or otherwise decorate or change the appearance of any portion of the exterior of the building unless authorized in writing by the board of directors of the Association.

ARTICLE VIII ASSESSMENT PROGRAM

Section 1. Assessments. To perform and carry out the duties and obligations of the Association Board of Directors, the Association is, has been, and hereby is granted the power to levy and enforce the collection of such assessments as are necessary to perform those duties and obligations as are contained in this Declaration and elsewhere expressly or implicitly imposed upon it. Each owner of every Unit within the complex, regardless of how title is acquired, shall be deemed to covenant and agree to pay the Association Board of Directors such annual assessments or charges, and such special assessments as from time to time may be required in such manner and in such increments as the Association Board of Directors shall determine. The establishment, collection and enforceability of such assessment shall be pursuant to the Declaration, By-Laws of the Association, Florida law, and subject to the provisions set forth herein. Each Unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to a proportionate undivided credit in any common surplus.

<u>Section 2.</u> Use of Assessment Funds. The assessments levied by the Association shall be collected in installments as set forth in the By-Laws, not less than quarterly, and shall be used exclusively to fulfill the duties and obligations expressly or impliedly imposed by the Association, including promotion of the recreating, health, safety and welfare of owners of Units within the complex, for taxes and insurance upon and maintenance, repair, replacement and improvement of any common elements and/or improvements within and upon the Common Area and appurtenant equipment and facilities, and for reserve accounts with respect to such uses and anticipated expenses.

<u>Section 3.</u> Special Assessment. In addition to the assessments authorized above, the Association Board of Directors may levy in any assessment year a special assessment applicable to the year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction,

repair or replacement of a capital improvement to, of, or on common elements, including fixtures and personal property related thereto, provided that any such assessment first be approved by the members by an affirmative vote of two-thirds of the members at a meeting duly called for this purpose. Notice of any meeting of members of the Association called to consider a special assessment shall be given as provided in the By-Laws for a special meeting.

<u>Section 4.</u> Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate and in such manner that each Unit and the owner or owners thereof shall be liable for a proportionate share of the common expenses.

<u>Section 5.</u> Budgets. The Board of Directors of the Association shall determine and approve an annual budget as set forth in the By-Laws.

<u>Section 6.</u> Amount of Assessment. The amount of the assessment in any particular year shall be established in accordance with the By-Laws by the Board of Directors. If the Board of Directors shall fail to make an assessment in any particular year, an assessment shall be presumed to have been established in the amount of the assessment made for the immediately preceding year.

<u>Section 7.</u> Assessment Notification. After the adoption of the budget and the determination of the assessment, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof to the Unit owner at such members' most recent address as shown by the books and records of the Association.

<u>Section 8.</u> Interest on Delinquent Assessments. Each Unit owner shall promptly pay the assessment levied by the Association. Any assessment not paid within ten days after the due date established by the Board of Directors shall bear interest from the due date to the date of payment thereof as the rate of eighteen percent (18%) per annum, or such other lawful rate of interest as may be established by the Board of Directors. All payments upon accounts shall be applied first to interest and then to the assessment payment.

Section 9. Lien for Assessment. The Association shall have a lien on each Unit for any unpaid assessments, together with interest thereon, against the Unit itself, and all tangible property located within the Unit, except such that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments for the enforcement of such lien,

together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may be required in advance by the Association in order to preserve and protect its lien, shall be payable by the Unit owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each Unit owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses. Said liens shall be effective from and after the time of recording in the Public Records of Volusia County, Florida of the claim of lien stating the description of the Unit, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. On full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. Any and all such liens herein provided for shall be junior, inferior and subordinate to the lien of the mortgage, including an institutional mortgage, purchase money mortgage, or other lien recorded prior to the time of recording the aforesaid claim of lien. Provided that a first mortgage has filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action then the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of (a) the parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (b) one percent of the original mortgage debt.

Section 10. Assessment Constitutes Personal Obligation. Each regular or special assessment, together with interest, costs and expenses of collection, including a reasonable attorney's fee, shall be the personal obligation of the person or persons (jointly or severally) who was or were the record owner(s) of the Unit assessed at the time when the assessment fell due. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the date of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

Section 11. Collection and Foreclosure. The Board of Directors shall take such action as it deems necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and comprise the same if it is in the best interest of the Association to do so. Said lien shall be effective as and in the same manner provided for by law and shall have the priorities established by law. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclosure an assessment lien, and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of such foreclosure, the Unit owner shall be required to pay reasonable rental for the Unit and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same from the Unit owner and/or the occupant.

<u>Section 12.</u> Certification of Outstanding Assessments. Any person purchasing or encumbering a Unit shall have the right to rely upon any written certification by an officer of the Association regarding the current status of an assessment against such Unit. Such certification shall be binding upon the Association and its members. Unit owners and mortgage holders shall have the right to request from the Association such a certificate.

Section 13. Assignment of Claim and Lien of Right. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien right for the recovery of any unpaid assessment to the developer, or to any Unit owner or group of Unit owners, or to any third party.

ARTICLE IX

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS OF UNITS AND COMMON ELEMENTS

Section 1. Units.

- A. By the Association. The Association shall maintain, repair, and replace, at the Association's expense:
- 1. All portions of a Unit contributing to the support of the building, which portion shall include, but not be limited to, outside walls of the building, and all fixtures on its exterior, those portions of boundary walls not a part of any Unit, floor, ceiling slabs and load-bearing walls.
- 2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of the Unit maintained by the Association, and all such

facilities contained within a Unit that services part or parts of the building and other Units other than the Unit within which contained.

- 3. All incidental damages caused to a Unit by such work immediately above described shall be repaired promptly at the expense of the Association.
- B. By the Unit Owner. The responsibility of the Unit owner with regard to his Unit shall be as follows:
- 1. To keep and maintain his Unit, its equipment, and appurtenances in good order, condition and repair and to perform promptly all maintenance and repair work within the Unit which, if omitted, would affect the building in its entirety or a part belonging to others; being expressly responsible for the damages and liability which his failure to do may engender. Notwithstanding anything contained in this declaration, the owner of each Unit shall be liable and responsible or the maintenance, repair and replacement, as the case may be, of all windows, screens and all exterior doors including sliding glass doors, and all air-conditioning, including compressors and heating equipment, stoves, refrigerators, fans, other appliances, and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, lights, power, air-conditioning and heating, telephone sewage and sanitary service to his Unit which may now or hereafter be situated in his Unit.
- 2. To maintain, repair and replace any and all walls, ceilings and floor interior services, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his Unit.
- 3. To promptly report to the Association any defects or needs for repair for which the Association is responsible.

Section 2. Common Elements.

- A. By the Association. The maintenance and operation of the common elements, including the repair, maintenance and replacement of landscaping, parking areas, walkways, other improvements, and facilities shall be the responsibility of the Association as common expense.
- B. Alteration and Improvements. There shall be no alteration or further improvement of the real property constituting the common elements without the approval of the members of the Association as may be established in the By-Laws.

Section 3. Landscaping, Sprinkler and Exterior Maintenance. The Association is responsible for all trees, shrubs, landscaping and exterior ground maintenance within the Common Areas and Common Elements. Owners are responsible for all trees, shrubs, landscaping and exterior ground maintenance, within their Lot. Owners may plant flowers, shrubs, etc. within three (3) feet of the exterior walls of the Unit, or within their Lot, after approved by the Architectural Control Committee. Once planted, the Owner is responsible for the continued maintenance and care of those items planted. The Association may fine any owner for failing to care and maintain plantings to those standards set by the Architectural Control Committee. The Association may also cause the maintenance of the plantings, after notice to the Owner, and thereafter charge the Owner for the maintenance.

<u>Section 4</u>. Sprinklers, the Association will maintain and repair the underground sprinkler systems regardless of where situated.

<u>Section 5.</u> Sidewalks and Driveways. The Association is responsible for all repair and maintenance of all sidewalks and driveways located in the Common Areas or Common Elements. Owners are responsible for repair and maintenance of that portion of sidewalks and driveways located within their Lot.

Section 6. Enforcement and Maintenance. In the event a Unit owner fails to maintain a Unit as required above, the Association, developer or other Unit owner shall have the right to proceed to any appropriate court to seek compliance with foregoing provisions, or the Association shall have the right to assess the Unit owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. After such assessment, the Association shall have the right to have its employees or representatives enter the Unit and do the necessary work to enforce compliance with the above provisions. Further, in the event a Unit owner violates any of the provisions of this section, the Association shall have the right to take any and all steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without the consent of the Unit owner, and the repair and maintenance of any Unit requiring the same, all at the expense of the Unit owner.

<u>Section 7.</u> Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to undertake the maintenance, repair and replacement of the above-described portions of the property, the Association shall not be responsible for injury or damage, other than

the cost of maintenance or repair caused by any latent condition of the property to be maintained or repaired by the Association of which the Association does not have knowledge, or caused by the elements or by their owners, their servants, guests, or invitees, or by any other persons, but it is expressly provided that in the event that the maintenance, repair or replacement of any item is undertaken by the Association and the same results in incidental damage to an individual Unit, such damage shall promptly be repaired by the Association at the expense of the Association.

ARTICLE X

INSURANCE PROVISIONS

The insurance, other than title insurance, which shall be carried on the property of the Unit owners and the property of the Association shall be governed by the provisions contained in this Article.

Section 1. Authority to Purchase. All insurance policies upon the property within the complex which shall be purchased by the Association for the benefit of the Association and the Unit owners and their mortgagees as their interest may appear, and shall make provisions for the issuance of mortgagee endorsements and proceeds shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expenses. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida.

Section 2. Casualty. All buildings and improvements upon the land, including Units and all personal property of the Association included in the complex property are to be insured in an amount equal to the maximum insurable replacement value, excluding foundations and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

- A. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood insurance if required by an institutional mortgagee.
- B. Such risk as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

<u>Section 3.</u> Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors with cross liability endorsements to cover liability of the Unit owners as a group to a Unit owner.

Section 4. Worker's Compensation. As shall be required to meet the requirements of the law.

<u>Section 5.</u> Association Insurance. Such other insurance as the Board of Directors, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit owners, including directors' liability insurance or other insurance that an institutional mortgagee may reasonably require so long as it is the owner of a mortgage on a Unit.

<u>Section 6.</u> Premium. Premiums for insurance policies purchased by the Association shall be paid for by the Association.

Section 7. Insured. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and the mortgagees as their interest may appear and shall provide that all insurance proceeds covering casualty losses shall be paid to any financial institution having offices in Volusia County, Florida, with trust powers as may be approved and designated insurance trustee by the Board of Directors which trustee is herein referred to as the "insurance trustee". All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the complex property.

The insurance trustee shall not be liable for payment of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid, and hold the same in trust for the purposes elsewhere stated herein for the benefit of the Unit owners and their mortgagees in the following shares, but such shares need not be set forth in the records of the insurance trustee:

- A. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are Units in each building, the shares of each Unit Owner being the same as his share in the common elements, as the same are hereinabove stated.
- B. Units. Proceeds on account of Units shall be held in the following undivided shares:

- 1. Partial destruction. When the building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit owner.
- 2. Total destruction. When the building is to be restored, for the owners of all Units in the building in proportion to their share of the common elements appurtenant to their Unit.
- 3. Mortgagee. In the event a mortgagee endorsement has been issued for a Unit, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of the insurance proceeds to any mortgage or mortgages which it may hold against Units, except to such extent as said insurance proceeds may exceed the actual cost to repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

<u>Section 8.</u> Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- A. Expense of the trust. All expenses of the insurance trustee shall be first paid or provisions made thereof.
- B. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them.
- C. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being jointly to them.
- D. The insurance trustee, in making a distribution to Unit owners and their mortgagees, may rely upon a certificate of the Association signed by a duly authorized officer as to the names of the Unit owners and their respective shares in the distribution.

Section 9. Association as Agent. The Association is irrevocably appointed agent, for each Unit owner, for each owner or holder of a mortgage or other lien upon any Unit, and for each owner

of any other interest in the complex, to adjust any claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of such claims.

<u>Section 10.</u> Benefit of Mortgagee. Provisions regarding insurance are for the benefit of any mortgagee of a Unit. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

<u>Section 11.</u> Reconstruction or Repair After Casualty. If any part of the complex property shall be damaged by casualty, whether or not it can be reconstructed or repaired, shall be determined in the following manner:

- A. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the complex shall be terminated.
- B. Residential buildings. If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the complex, shall be in accordance with the following:
- 1. Total destruction of all buildings. If all the residential buildings within the complex are totally destroyed or are so damaged that no Unit therein is habitable, none of the buildings and none of the improvements comprising the common elements or the Common Areas shall be reconstructed, and the complex shall be terminated unless the owners of Units to which 75% of the common elements are appurtenant agree in writing, within sixty days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.
- 2. Damage to and destruction of some buildings. If some, but not all of the residential buildings are damaged and/or destroyed and one or more of the Units and one or more of the buildings remain habitable, the damaged or destroyed common elements and/or Units shall be repaired or reconstructed so that each building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty days after

the casualty it is determined by agreement in the manner elsewhere provided that the complex shall be terminated.

<u>Section 12.</u> Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original buildings and improvements; or if not, then according to plans and specifications approved by the board of directors and if the damaged property is a building with housing Units, by the owners of not less than 75% of the common elements and by the owners of all damaged Units therein, which approval shall not be unreasonably withheld.

<u>Section 13.</u> Estimate of Cost. Immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

Section 14. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit owners who owned the damaged Units and against all Unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the Unit owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common elements shall be in proportion to the owner's share to the common elements.

<u>Section 15.</u> Deductible provisions. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

<u>Section 16.</u> Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit owners shall be disbursed in payments of such costs in the following manner.

A. Association. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association, is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the

Association with the insurance trustee. In all other cases, the Association will hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

- B. Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the insurance trustee by the Association from collection of assessments against Unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
- 1. Minor Damage. If the amount of the estimated cost of reconstruction and repair which is a responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, unless a mortgage which is a beneficiary of a policy, the proceeds of which are included in the construction fund, requests the insurance trustee to disburse the funds as set forth herein for major damage.
- 2. Major damage. If the amount of the estimated cost of reconstruction and repair, which is a responsibility of the Association, is more than \$10,000.00 then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

ARTICLE XI

AMENDMENTS AND MODIFICATION TO DECLARATION

Except as elsewhere herein provided otherwise, this Declaration may be amended or modified only in accordance with this article.

<u>Section 1.</u> Notice. Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. Resolution. A resolution for any amendment to this Declaration may be proposed by the board of directors of the Association acting upon a vote of the majority of the members of the board of directors, or by twenty-five (25%) percent of the voting members of the Association, whether meeting as members or by an instrument in writing signed by them. Upon any amendment to this declaration being proposed in either manner specified herein, such proposed amendment shall be transmitted to the president of the Association, or such other officer of the Association in the absence of the president, who shall thereupon call a special

meeting of the members of the Association for a date not sooner than fourteen (14) days, nor later than sixty (60) days, from the receipt by him of the proposed amendment, and if proposed by the membership, the president shall also call prior to the members' meeting, a special meeting of the board of directors according to the By-Laws. The secretary shall give notice to each member according to the By-Laws for special meetings of the members. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the secretary at or prior to the meeting.

<u>Section 3.</u> Approval of Amendment. Except as elsewhere provided, such approvals must be either:

- A. By not less than a majority of the entire membership of the board of directors and by not less than 66-2/3 percent of the members of the Association, or
 - B. By not less than 80 percent of the votes of the entire membership of the Association.
- C. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit owners in the manner required for the execution of a deed.

ARTICLE XII

ENFORCEMENT OF DECLARATION, COMPLIANCE AND DEFAULT

Section 1. Each Unit owner and his family, servants, guests, and any other person using the Unit by, through or under the owner, shall be governed by, and agrees to abide by, and shall comply with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws and the other exhibits attached hereto. For violation or breach of any of the provisions of this Declaration or such other documents by such person claiming by, through or under the developer, or by virtue of any judicial proceeding, the Association, the Unit owners, or an institutional mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel compliance with the terms hereof, or for such other relief as may be appropriate. Such actions may be maintained by or against a Unit owner, or the Association, or in the proper case, by or against one or more Unit owners. Such relief shall not be exclusive of other remedies provided by law.

Section 2. Owner's Negligence. A Unit owner shall be liable for the cost and expense of any maintenance, repair or replacement of the common property or common elements rendered

necessary or caused by or through his willful or negligent act, neglect or carelessness or by that of any member of his family or their guest or invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay such liability hereunder upon demand of the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of the Unit or its appurtenances, or the common elements. In the event payment for such costs and expense shall be treated as an assessment, such liability may be enforced in the same manner as any other assessment hereunder.

<u>Section 3.</u> Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the declaration, the articles and By-Laws, or the rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be awarded by the court.

ARTICLE XIII MISCELLANEOUS

<u>Section 1.</u> Severability and Invalidity. The invalidity in whole or in part of any covenant or restriction or any section, subsection, clause, phase or work, other provision of this declaration, the Articles of Incorporation, the By-Laws or the rules and regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

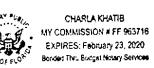
<u>Section 2.</u> Captions and Gender. The captions herein are inserted only as a matter or convenience and for reference, and in no way define the limit or describe the scope of this declaration or the intent of any provisions herein. The use of the masculine gender shall include the feminine gender and the use of singular shall include the use of the plural and vice versa.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the President and Secretary, on behalf of the membership, have caused this Declaration to be signed and sealed on the 16 day of February, 20 19

	Sunset Pines Homeowners Association of Volusia County, Inc.
Witness: NICCIE ENTON Witness: Susan Flowers	President: Down Tier- Secretary: Pan blue.
STATE OF FLORIDA COUNTY OF VOLUSIA	
Before me, the undersigned authority, duly authority acknowledgments, did appear the President and Secreta and Row Hims , respectively, of Su	ary, Days Turn
Volusia County, Inc., A Florida corporation, who, afte executed the above and foregoing instrument on behapurposes therein expressed and produced valid identifications.	r being duly sworn, did state that they alf of the said corporation and for the
WITNESS my hand and seal on this <u>/9</u> day of <u>/</u> Notar	ry Public, State of Florida

My Commission Expires:



BY-LAWS OF SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC.

(as Amended on Saturday, February 16, 2019)

ARTICLE I

CORPORATE INFORMATION

Section 1. The principal place of business of the corporation is 1190 Pelican Bay Drive, Daytona Beach, Florida, 32119. The Board of Directors may change the address to the principal place of business and of the registered agent from time to time.

Section 2. This corporation is a non-profit organization.

Section 3. The corporate seal shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation and the words "corporate seal" and "corporation not for profit.

Section 4. The fiscal year of the corporation shall be the calendar year.

Section 5. This corporation is not a condominium association subject to the Condominium Act. It is an umbrella association having overall management and administration responsibilities for the entire Sunset Pines Complex and particularly the common areas of the complex.

ARTICLE II

ANNUAL AND SPECIAL MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members of the corporation shall be held in the month of January of each year on the date within such month, and at the place and time as determined by the Board of Directors. At least fifteen days, but not more than thirty days before the date of such annual meeting, the secretary shall advise each members in writing of the date, hour and place of the annual meeting and furnish to each member a roster upon which shall be listed the names of all members in good standing as defined in Article II. Section 5 herein. Notice of such shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid. In addition to notice by mail, the corporation may provide notice by electronic transmission to those members, which have consented in writing to receive notice by electronic transmission. The association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to

receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked.

Section 2. Order of Business. The following shall be the order of business for conducting all annual meetings of the corporation:

- 1. Call to order
- 2. Reading of minutes of last meeting
- 3. Report of membership committee
- 4. Report of principal officers
- 5. Report of permanent committees
- 6. Old business
- 7. New business
- 8. Report of nominating committee
- 9. Election of directors
- 10. Adjournment

Section 3. Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors upon written request by twenty-five (25%) percent of the members. Once a special meeting is called, the secretary shall give notice to the members stating the time, place, and purpose or purposes of the special meeting. Notice of such meeting shall be made personally or by mail. If mail, notice shall be deemed delivered when deposited in the U.S. Mail postage prepaid. No business shall be transacted at such meeting except as stated in the notice. Notice of special meetings shall be provided at least five days in advance of the meeting. In addition to notice by mail, the corporation may provide notice by electronic transmission to those members, which have consented in writing to receive notice by electronic transmission. The association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked.

Section 4. Voting. Each member shall be entitled to one vote per lot or dwelling unit or proposed lot or proposed dwelling unit within Sunset Pines if said member is in good standing with the corporation. If the lot, dwelling unit, proposed lot or proposed dwelling unit is owned by

more than one person, a trust, a corporation or partnership, then the owners, trustee, president, vice president, partner or other person designated in written certificate filed with the secretary of the association signed by the corporate president, or a vice president or a partner of a partnership may cast the vote of such unit. Such a certificate shall be valid until revoked or superseded by a subsequent certificate. Voting rights shall terminate when the owner no longer owns the lot, dwelling unit, or proposed lot or proposed dwelling unit in Sunset Pines.

Section 5. Member in Good Standing. Member in good standing as used in these By-Laws shall mean that the member, as defined in the Articles of Incorporation, has paid all assessments to the corporation that are due and owing as of the time of the determination of his status and is in substantial compliance with the Declaration of Easements, Covenants, Conditions and Restrictions regarding Sunset Pines. The membership committee shall determine whether a member is in good standing provided, however, that the Board of Directors may review any decision of the committee regarding whether a member is in good standing.

Section 6. Majority of Members. As used in these by-laws, the term majority of members shall mean all members casting fifty-one (51%) percent of the votes.

Section 7. Quorum. Except as provided otherwise in these By-Laws, the presence of a majority of members at a meeting of members shall constitute a quorum whether such members present in person or by proxy.

Section 8. Proxy. Votes may be cast in person or by proxy. A proxy committee may be appointed as provided in these By-Laws. The proxy committee shall be entitled to cast the vote of the member signing the proxy unless the member designates otherwise. The proxy shall be mailed to all persons entitled to vote at least fifteen days but not more than thirty days prior to the meeting. Any member wishing to vote by proxy shall properly execute the proxy and deliver the proxy to the secretary at least four days prior to the date of the meeting.

Section 9. Adjourned Meetings. If any meeting of members fails to have a quorum present the members who are present in person or by proxy may adjourn the meeting to a time and place certain.

Section 10. Waiver of Notice. Members may waive notice of any annual or special meeting, by a writing signed by them to that effect. The waiver shall be filed with the secretary

either before, at, or after the meeting for which the waiver is given. As to mailing of notice to members, a certificate signed by the secretary that the notices were mailed shall constitute proof of mailing.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The business of this corporation shall be managed by the Board of Directors. The Board shall consist of at least three members and no more than five. The Board shall always be composed of an odd number of directors. The members of the Board of Directors are required to be members of the corporation.

Section 2. Powers and Duties. The Board shall be vested with all powers and duties necessary for administration of the corporation, granted herein or authorized by statute or common law, and may do all such acts as are, by law or by these By-Laws, directed to be done by the members. The Board of Directors shall fulfill and perform every function designated for the Board in the declaration of Sunset Pines.

Section 3. Other Duties. In addition to other duties imposed by these By-Laws, the Board of Directors shall be responsible for care, upkeep and surveillance of the common areas, all landscaped areas lying within the road right of ways and pedestrian/bicycle easements; collection of all assessments from members and setting the assessments; adopting and enforcing rules and regulations as may be necessary regarding the use of the common areas, recreational facilities and pedestrian/bicycle easements which are subject to the use of all members.

Section 4. Election of Directors. Directors shall be elected by the vote of a majority of members, as defined in these By-Laws, cast at the annual meeting of the members and shall hold office until the next annual meeting (unless removed as provided here) and the election and qualification of their successors. There shall be no cumulative voting. Nothing contained herein shall prohibit the creation at an annual members meeting of classes of directorship to develop staggered terms for directors. The nominating committee shall report its nominees to the members for action and further names may be placed in nomination by any member during the meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director in accordance with these By-Laws shall be filled by the majority vote

of the remaining directors even though they may constitute less than a quorum. Any persons so elected shall serve as a director until a successor is elected and qualified at the next annual meeting of the corporation.

Section 6. Removal of Directors. At any duly called meeting, any one or more director may be removed with or without cause by a vote of a majority of members as defined herein, said members voting either in person or by proxy and a successor to each removed director may then and there be elected to fill any vacancy thus created for the balance of that director's term. Any director whose removal has been proposed shall be given a reasonable opportunity to be heard at the meeting.

Section 7. Quorum of Directors. Majority of the members of the Board of Directors present at a meeting of the Board shall constitute a quorum for conducting the affairs and business of the corporation. The acts of a majority of directors present at a meeting shall bind all directors. A quorum of the Board of Directors may adjourn a meeting and conduct any business at a subsequent continuation of the adjourned meeting which might have been transacted by the meeting as originally called without further notice. Members of the Board of Directors may use e-mail as a means of communication, provided that it does not constitute a quorum, but no votes may be taken via e-mail.

Section 8. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten days of election at such time and place as shall be fixed by the Directors at the annual meeting of members. Notice of the meeting must be posted in a conspicuous place in the community at least 48 hours in advance of the meeting or alternatively, if the notice is not posted, a notice must be mailed or delivered at least 7 days before the meeting.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall from time to time be determined by a majority of the directors but at least two such meetings shall be held each fiscal year. Notice shall state the day, hour and place of the meeting. Notice of regular meetings shall be given by the secretary to each director in person, by telephone, by telegraph or by U.S. Mail, postage prepaid, or electronic transmission at least seven days prior to the day named for the meeting. If by mail, such notice shall be deemed delivered when deposited in the U.S. Mail, postage prepaid. Electronic transmission may only be

to those members, which have consented in writing to receive notice by electronic transmission. The association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. During the first meeting which follows the annual meeting of the members, the board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under the Marketable Record Title Act, chapter 712, Florida Statutes, and to authorize and direct the appropriate office to file the notice in accordance with s. 720.3032, Florida Statute.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president or on the written request of at least two directors. Notice of the special meeting shall be given by the secretary to each director in person, by telephone, by telegraph, or US. Mail. postage prepaid or electronic transmission, at least three days prior to the day named for the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail. postage prepaid. Electronic transmission may only be to those members, which have consented in writing to receive notice by electronic transmission. The association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. The notice shall state the day, hour, place and purpose or purposes of the special meeting.

Section 11. Waive of Notice. Before, during, or after any meeting of the Board of Directors, any director may in writing waive notice of such meeting and such a waiver shall be equivalent to the giving of required notice. Attendance by a director at any meeting of the Board shall be a waiver of any notice requirement by him of that meeting or any continuation thereof. If all directors are present at any meeting of the Board, all notice requirements are waived to that meeting and any continuation thereof and any business may be transacted at such meeting.

ARTICLE IV

OFFICERS

Section 1. Designation. Principal Officers of the corporation shall be president, vice president, secretary and treasurer, who shall be elected by the Board of Directors. The Board may appoint any other officers or assistant officers as in their judgment may be necessary. Similarly, additional duties may be assigned to any officer not inconsistent with these By-Laws. Any two or more offices may be held by the same person except that the same person may not hold the office of president and secretary. Both the president and vice president must be directors of the corporation.

Section 2. Election of Officers. The principal officers of the corporation shall be elected annually by the Board of Directors at the organizational meeting of the Board by a majority vote of the directors. Any officer shall hold office at the pleasure of the Board of Directors and may be removed at any time, with or without cause by the affirmative vote of a majority of the Board of Directors present at any meeting. At such meeting, the Board may elect or appoint as appropriate, a successor for the removed officer.

Section 3. Duties of Officers. The duties of the respective principal officers shall be as follows:

- A. President The president shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and the Board of Directors. He shall have all the general powers and duties which usually are vested in the office of president of a corporation. He shall have the power to appoint committees and be an ex-officio member of all committees.
- B. Vice President The vice president shall perform duties as the president shall designate him and assume the duties of the president in his absence.
- C. Secretary The secretary shall keep the minutes of all meetings of the members and the Board of Directors. He shall have charge of the minutes and of other books and papers as directed by the Board or the president of the corporation. The secretary shall notify directors and members of meetings as provided in these By-Laws and shall perform all other duties incident to the office of secretary. The Secretary shall maintain the official records of the Association within the State of Florida as required by Florida Statute. The Board may adopt reasonable rules

regulating the frequency, time, location, notice, records to be inspected, and manner of inspections associated with Unit Owner access to the Official Records of the Association which are not in contravention with the Florida Statutes.

D. Treasurer – The treasurer shall have responsibility for all corporation funds and shall be responsible for keeping full and accurate records of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation and such depositories as from time to time are designated by the Board of Directors. All checks and withdrawals shall be executed in such manner as directed by the Board of Directors. The treasurer shall furnish a bond in an amount to be determined by the Board of Directors, the cost of which shall be paid by the corporation. The treasurer, upon written request of a member, shall furnish to a prospective purchaser, prospective mortgagee, or other authorized person, a statement of the current status of the assessment on such members lot or dwelling unit. The treasurer shall segregate corporate funds but he may commingle monies collected from one member with the monies collected from other members. The treasurer shall perform all duties incident to the office of the treasurer.

ARTICLE V

RESPONSIBILITIES OF OFFICERS AND DIRECTORS

Section 1. It shall be the responsibility of all officers and directors of the corporation to exercise all of the powers and privileges and to perform all duties, purposes and obligations of the Sunset Pines Homeowners' Association of Volusia County, Inc. as established in the declaration pertaining to Sunset Pines.

Section 2. The president and the secretary of the corporation shall have the authority and full power to sign, execute and deliver, in the name of the corporation, all instruments, contracts or other documents necessary and proper to bind the corporation. The Board of Directors may designate other officers to have the same powers contained in this section of the By-Laws. No instrument, contract, note, obligation, bill of sale or instrument of conveyance shall be executed by said officer for and on behalf of the corporation until the same be approved and authorized by the Board of Directors.

ARTICLE VI

COMPENSATION

Section 1. All directors shall serve without compensation, but shall be entitled to reimbursement for expense reasonable incurred in the discharge of their duties. The compensation, if any, of all officers and other employees of the corporation shall be fixed by the Board of Directors and officers shall also be entitled to reimbursement of expenses the same as directors. No dividends shall be paid and no part of the income should be distributed to its members, officers or directors. The corporation may, however, pay a reasonable amount to its members officers and directors for their services rendered or direct expenses incurred and may confer benefits upon its members in conformity with its purpose and upon dissolution of final liquidations may make distribution to members as permitted by any court having jurisdiction thereof and no such payment, benefits or distribution shall be determined to be dividend or a disbursement of income. An officer who is a director may be compensated as an officer if approved by the Board.

ARTICLE VII

RULES OF ORDER

Section 1. The rules of parliamentary procedures are set out in Robert's Rules of Order (latest edition) shall govern all meetings of the members of the Board of Directors and of committees, when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE VIII COMMITTEES

Section 1. Permanent Committees. The president, as soon after election as convenient, may appoint the committee chairman and committee men of the following permanent committees:

Membership
Proxy
Common Areas
Insurance and Maintenance
Social
Assessments
Rules
Architectural Control Committee

Section 2. Special Committees. In addition to the permanent committees, there shall be appointed by the president such special committees as he may deem necessary from time to time.

Section 3. Nominating Committee. A nomination committee shall be appointed by the president at least thirty days but not more than forty-five days prior to the annual members meeting. This committee will nominate individuals to fill the positions of directors that are due for election at the next annual meeting. The nominating committee shall consist of at least three members of which not less than one-third shall be members of the Board of Directors. The remaining committee members shall be members of the corporation in good standing as defined herein, selected by the president.

ARTICLE IX

AMENDMENTS OF BY-LAWS AND ARTICLES OF INCORPORATION

Section 1. Articles of Incorporation. The Articles of Incorporation shall be amended in accordance with the Articles of Incorporation.

Section 2. By-Laws. These By-Laws may be amended, altered or rescinded by a seventy-five (75%) percent vote of the qualified voting members at a regular or special meeting called in accordance with these By-Laws. The By-Law amendment may be proposed by the Board of Directors or by one-third of the members of the corporation.

Section 3. Scope of Amendment. Any amendment or like change to these By-Laws of Articles of Incorporation shall be consistent and harmonious with the declaration appertaining to Sunset Pines as said declaration now exists or hereafter may be amended. In case of a conflict, the declaration shall take precedent.

ARTICLE X

OBLIGATIONS OF MEMBERS

Section I. Assessments. All of the members are obligated to pay the regular assessments and any special assessments (whether monthly or in other convenient installments, not less frequently than quarterly) imposed by the Board of Directors. Any assessment imposed shall be for purposes established in the Declaration of Sunset Pines. Nothing contained herein shall be construed to abrogate the maximum assessments established in the Declaration. The Board of Directors is bound by these provisions and shall not set any assessments, which in any way

violate these provisions. No assessment may be changed, created or imposed on the members prior to at least fourteen days written notice being given to each member by the secretary of such proposed change, creation or imposition of an assessment. Said notice shall represent fairly the details of the assessment action being considered by the Board of Directors. Emergency assessments may be made in accordance with the provisions of the declaration. After an assessment is created or changed, the treasurer shall notify each member of any change in assessment or the creation or imposition of a special assessment. Regular assessments shall be due as of the first of each month of the installment period and shall be paid without notice from the corporation. Special assessments shall be due as of the date specified in the notice sent by the treasurer. Any assessment not paid within ten (10) days of its due date, shall be considered delinquent. The Declaration shall control regarding any matter dealing with assessments.

Section 2. Maintenance and Repairs. It is the responsibility of every member to perform all maintenance, upkeep and repairs within his own lot or dwelling unit so as to comply with the Declaration. A member shall reimburse the corporation for any expense incurred as a result of the member's failure to comply with the Declaration and/or as the result of damage to common areas, pedestrian/bicycle easement and any corporate property by a member, any member of his household, any agent, or guest of such member.

Section 3. Use of Property. Use of all property within Sunset Pines shall be limited to usages authorized by ordinance or laws imposed by any governmental authority and further limited by the Declaration pertaining to Sunset Pines. The common areas shall be for the use and good of all members of the corporation, members of their immediate families, guests, invitees and other similarly situated.

Section 4. Rules and Conduct. Conduct of members, members of his household, agents, guests, lessees, invitees of such members, and the use of facilities owned by the corporation shall be governed by rules and regulations which from time to time may be adopted and approved by the Board of Directors. Any rules and regulations adopted shall be furnished to each member as shall each change or amendment. Nothing contained herein shall abrogate any right or obligation of a member set out in the Declaration. Any rule and regulation adopted must be reasonably related to the promotion of the health, happiness and peace of mind of members and uniformly

applied and enforced. The Board of Directors is authorized, empowered, and directed, to enforce all such rules and regulations on behalf of the corporation.

ARTICLE XI

RIGHT TO FORECLOSE LIEN

Section 1. The corporation has a lien on each lot or dwelling unit for any unpaid assessments with interest and for reasonable attorney's fees incurred by the corporation incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records of Volusia County, Florida. The claim of lien secures all unpaid assessments, including special assessments, that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney fees incurred by the association incident to the collection process.

Section 2. The corporation shall have the right to impose a lien on property and enforce said liens as set forth in the Articles of Incorporation and the Declaration. The corporation may bring an action to foreclose any lien it holds in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The corporation shall give notice to its members of its intention to file and foreclose a lien as provided by Florida Statute Chapter 720.3085, as amended from time to time. Notices shall be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel, if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then it shall be sufficient to send the notice to that address, and to the parcel address, by first-class United States mail.

ARTICLE XII

SALE OF PROPERTY

Section 1. The corporation shall in no way restrict the sale of property in Sunset Pines. Nothing contained herein shall be construed as a restraint on the free alienation of the member's

property, except insofar as the declarations do run with the land. All present and future owners of Sunset Pines are subject to the residential property covenants applicable in Sunset Pines.

ARTICLE XIII

LIABILITY SURVIVES MEMBERSHIP TERMINATION

Section 1. Termination of membership in the corporation shall not relieve or release a former member from any liability or obligation incurred during the period of membership, nor impair any rights or remedies that the corporation may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

The foregoing were adopted as the By-Laws of SUNSET PINES HOMEOWNERS' ASSOCIATION OF VOLUSIA COUNTY, INC., a corporation not for profit under the laws of the State of Florida, at the meeting of the Board of Directors on the 16π day of

February, 2019.	_
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Witness: NICCLE EATON	President: DAVID Ture
Susan Flowers	Par H
Witness: Susan Flowers	Secretary: Ron Himmer

STATE OF FLORIDA COUNTY OF VOLUSIA

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, did appear the President and Secretary,

and respectively, of Sunset Pines Homeowners Association of Volusia County, Inc., A Florida corporation, who, after being duly sworn, did state that they executed the above and foregoing instrument on behalf of the said corporation and for the purposes therein expressed and produced valid identification.

WITNESS my hand and seal on this 18 day of February , 2017.

Notary Public, State of Florida

My Commission Expires: