

**CERTIFICATE OF SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUNSET INLET**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUNSET INLET (this "Amendment") is made as of the 11th day of June, 2025, by **SUNSET INLET OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"), whose address is 430 NW Lake Whitney Place, Port Saint Lucie, FL 34986.

WITNESSETH:

WHEREAS, the Developer established the Declaration of Covenants and Restrictions for Sunset Inlet, recorded in Official Records Book 1920, Page 364, et seq., of the public records of Flagler County, Florida (the "Declaration"); and

WHEREAS, the First Amendment to the Declaration was recorded on June 9, 2022 at Official Records Book 2694, Page 1662, et seq., of the public records of Flagler County, Florida; and

WHEREAS Article XIV, Section 10.2 of the Declaration provides that the Association may amend the Declaration with the consent of the Owners owning two-thirds (2/3) of all Lots, together with the approval or ratification of a majority of the Board; and

WHEREAS, the amendment set forth below was approved by an affirmative vote of not less than the Owners owning two-thirds (2/3) of all Lots, as well as a majority of the Board of Directors, at a duly called meeting held on June 11, 2025, in accordance with the Bylaws.

NOW, THEREFORE, the President of the Association hereby executes and the Secretary hereby attests to the foregoing recitals, and the Association hereby amends the Declaration in accordance with the provisions set forth hereunder.

AMENDMENT TO DECLARATION

(Additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by ~~strike through~~)

Article XIII, Section 14 of the Declaration is hereby amended and reads as follows:

ARTICLE XIII

USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 14. **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. Owners are permitted to have on their Lot a maximum of three (3) dogs and up to five (5) animals at any given time. If an Owner's animal shall produce a litter exceeding that number, the Owner shall have thirty days (30) to provide adequate homes for the animals over the set limit before a violation has occurred. If in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property,

such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Under no circumstances shall a Pit Bull (~~as hereinafter defined~~), Rottweiler, Doberman Pinscher, Presa Canario (canary dog), or "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined ~~as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds;~~ and (ii) a "Dangerous Dog" is defined as a dog which meets any one (I) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways and/or sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. If a complaint of an incident involving an alleged "Dangerous Dog" is found reasonably credible by the Board, Palm Coast Animal Control Division must be contacted to investigate, report and evaluate if any unlawful conduct occurred. If it is determined that unlawful conduct occurred, such animal may not thereafter be kept on a Lot.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Association has caused this certificate to be executed in its name on this 11 day of June, 2025.

Witnesses

[Signature]
Signature of Witness 1

Mark Rangel
Printed

[Signature]
Signature of Witness 2

Susan Matthews
Printed

Signature of Witness 1

Printed

Signature of Witness 2

Printed

SUNSET INLET OWNERS ASSOCIATION,
INC., a Florida nonprofit corporation

Brandi Sheridan
Signature

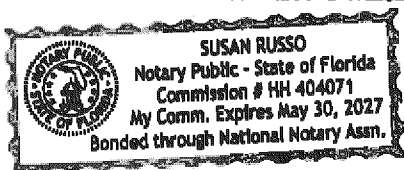
Brandi Sheridan
Printed
Its President

[Signature]
Signature

Tara M. Baxa
Printed
Its Secretary Vice President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 11 day of June, 2025, by Brandi Sheridan, as President of Sunset Inlet Owners Association, Inc., on behalf of the corporation.



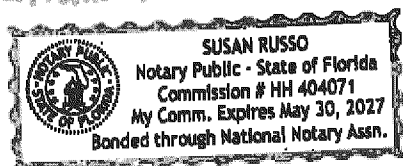
[Signature]
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
Susan Russo

Personally Known or Produced Identification

Type of Identification Produced: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this 11 day of June, 2025, by Tara Baya,
as Secretary of Sunset Inlet Owners Association, Inc., on behalf of the corporation.




(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Susan Russo

Personally Known or Produced Identification
Type of Identification Produced: _____