

Prepared by:
 Return to:
 C. V. KESSEL JR., ESQ.,
 P. O. Box 1225,
 Cocoa Beach, FL 32931.

REC FEE	\$ 217.00	REC'D PAYMENT AS	
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Clerk Circuit Court Brevard Co. Florida

DECLARATION OF CONDOMINIUM

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SUNSET HARBOR, A CONDOMINIUM

290 CORPORATION, a Florida corporation, whose post office address is 3873 So Banana River Blvd., Cocoa Beach, Florida 32931, hereinafter called the Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "The Declaration" as and for a plan of condominium apartment ownership for SUNSET HARBOR, A CONDOMINIUM, a condominium project, which consists of real property and improvements thereon as hereinafter described.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of the receipt and acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

1. ESTABLISHMENT OF CONDOMINIUM PROJECT

The Developer is the owner in fee simple of that certain real property situate in the City of Cocoa Beach, Brevard County, Florida, which property is more particularly described on Sheet 4 of Exhibit "A" to the Declaration of Condominium, which Exhibit is attached hereto and made a part hereof by reference, and on which property the Developer owns one (1) five (5) story apartment building and other appurtenant improvements hereinafter described, which building contains a total of forty-five (45) apartment units. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as SUNSET HARBOR, A CONDOMINIUM, hereinafter referred to as the "Condominium", "the condominium project", or "the project".

2. DESCRIPTION OF IMPROVEMENTS AND EXHIBIT "A"

Exhibit "A", which consists of twelve (12) sheets is attached hereto and made a part hereof by reference. Exhibit "A" consists of the following:

- SHEET 1 - Surveyor's Certificate
- SHEET 2 - Sketch of Survey of the real property submitted to condominium form of ownership hereunder.
- SHEET 3 - Graphic Plot Plan of the project property which shows the location of the improvements on the property.
- SHEET 4 - Legal description of the Condominium property.
- SHEET 5 - Surveyor's notes concerning the graphic plot plan.

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- SHEET 6 - First Floor Plan, showing location, number, elevation, type and boundary of each unit on the first floor.
- SHEET 7 - Second Floor Plan, showing location, number, elevation, type and boundary of each unit on the second floor.
- SHEET 8 - Third Floor Plan, showing location, number, elevation, type and boundary of each unit on the third floor.
- SHEET 9 - Fourth Floor Plan, showing location, number, elevation, type and boundary of each unit on the fourth floor.
- SHEET 10 - Fifth Floor Plan, showing location, number, elevation, type and boundary of each unit on the fifth floor.
- SHEET 11 - Typical floor plan of Type "A" units.
- SHEET 12 - Typical floor plan of Type "B" units.

Exhibit "A" was prepared in compliance with the provisions of the Florida Condominium Act, by ALLEN ENGINEERING, INC., by JOHN F. VAN LEAR, JR. Professional Land Surveyor, Florida Certificate No. 3038 and Exhibit "A" has been certified in the manner required by the Florida Condominium Act.

Each apartment is identified and designated by a specific number. No apartment has the same numerical designation as any other apartment. The specific numbers identifying each apartment, the floor on which it is located, the type of unit and the Sheet Number of Exhibit "A" which shows the floor plan on which the apartment is located are as follows:

BUILDING, FIRST FLOOR PLAN - SHEET NO. 6

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Floor Plan Sheet Number</u>
101 and 109	B	12
102 through 108	A	11

BUILDING, SECOND FLOOR PLAN - SHEET NO. 7

201 and 209	B	12
202 through 208	A	11

BUILDING, THIRD FLOOR PLAN - SHEET NO. 8

301 and 309	B	12
302 through 308	A	11

BUILDING, FOURTH FLOOR PLAN - SHEET NO. 9

401 and 409	B	12
402 through 408	A	11

BUILDING, FIFTH FLOOR PLAN - SHEET NO. 10

501 and 509	B	12
502 through 508	A	11

There are fifty-two (52) garages, the locations and numbers of which are shown on Sheet 3 of Exhibit "A". Also shown on Sheet 3 of Exhibit "A" are the open parking spaces and Recreation Room.

3. OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE
IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE
OF COMMON EXPENSES

Each apartment unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided share of all common elements of the condominium which includes, but is not limited to ground support area, parking areas, walks, yard area, foundations, etc., and substantial portion of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and that unit's undivided interest in all common elements of the condominium.

The owner of each apartment will own an undivided 1/45th of all of the common elements of the condominium project.

The common expenses shall be shared and paid and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements as stated hereinabove.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter, until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over walks and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium project to the use and enjoyment of all public portions of the building and to other common facilities, (including, but not limited to utilities as they now exist) located in the common property.

All property covered by the Exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the building, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to the Association, hereinafter named, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The Developer hereby grants and conveys unto the

SUNSET HARBOR OWNERS ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, a non-exclusive easement over all passageways, walkways, stairwells, stairways, the elevator, driveways, parking areas, and all other common elements of the condominium, so that all members of the Association, present and future, their guests and tenants may use the aforesaid common elements for the uses and purpose intended therefor.

4. APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown in Exhibit "A", Sheets 6 through 10 attached hereto. The inside solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments are stated in notes on said plans, which notes relate to the elevations of the apartments (on Sheets 6 through 10 of Exhibit "A").

There are limited common elements appurtenant to each of the units in this condominium. Each unit has a patio adjacent as shown on Sheets 6 through 10 of Exhibit A. Each patio is appurtenant to the unit to which it is adjacent, as a limited common element.

Garage spaces numbered 1 through 52 inclusive are also limited common elements. Each garage space will be appurtenant to the unit to which each space will be assigned by the Developer. No single unit may have more than three (3) garage spaces assigned to that unit as a limited common element thereto. The exclusive right to use of a garage space may be transferred from one unit owner to another unit owner, and thereupon that garage space shall become a limited common element to the owner's unit to whom it has been transferred and it shall not thereafter be a limited common element appurtenant to the assigning owner's unit. Such assignment must be accomplished by a recordable instrument which thereafter must be recorded in the Public Records of Brevard County, Florida, and a copy of the recorded Assignment must be furnished to the Association before the assignment shall become effective.

These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. The expenses of maintenance, repair or replacement of the limited common elements shall be treated as and paid for as a part of the common expenses for the corporation. If an owner puts any carpet or floor covering on a limited common element, the maintenance, repair and replacement of that floor covering shall be the responsibility of the owner of the unit to which the limited common element is appurtenant. The Association shall not be liable to the owner of any unit for damage to such floor covering which may be occasioned by the making of repairs to the limited common element.

The common elements of the condominium project consist of the common surplus, all of the real and personal property, improvements and facilities of the condominium project, other than the apartment units, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring, and other facilities, for the furnishing of utility service to the apartments, limited common elements and common elements and easements of support in every portion of any apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all apartments.

5. ADMINISTRATION OF CONDOMINIUM BY SUNSET HARBOR OWNERS ASSOCIATION, INC.

The operation and management of the condominium shall be administered by the SUNSET HARBOR OWNERS ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, hereinafter referred to as the corporation or the Association.

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in the Florida Condominium Act (Chapter 718 Florida Statutes 1983), and in this Declaration and the Articles of Incorporation and By-Laws of the Association, which Articles and By-Laws are attached hereto and made a part hereof, and are marked Exhibits "B" and "C" respectively. If there is any conflict between the Florida Condominium Act and the provisions of this Declaration including Exhibits attached hereto, the provisions of the Florida Condominium Act shall prevail.

6. MEMBERSHIP AND VOTING

The Developer and all persons hereafter owning a vested present interest in the fee title to any of the units shown on the Exhibits hereto and which interest is evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a maximum of forty-five (45) votes to be cast by the owners of all of the condominium units in this project. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on Exhibit "A" attached to this Declaration) shall be entitled to cast one (1) vote. If a condominium unit is owned by the Association, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "owner" as used herein, shall be deemed to include the Developer.

7. BOARD OF ADMINISTRATION

The Board of Administration shall initially consist of three (3) members as long as the Developer retains control of the Association. At the meeting of the Members (owners of units) at which the Developer turns over control of the Association to the Members, the number of Members of the Board of Administration may be increased by vote of the Members present at that meeting. The manner of electing members of the Board, officers and other procedural matters relating thereto, shall be as set forth in Section 4 of the By-Laws.

The Developer shall be entitled to elect all members of the Board and to retain control of the Association until the Developer has conveyed title to 15% of the apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than 1/3rd of the members of the Board of Administration. Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration when the first of the following shall occur:

Three (3) years after sales by the Developer have been closed on 50% of the apartment units; or

Three (3) months after sales have been closed by the Developer on 90% of the apartment units; or

When all of the apartment units have been completed and some of them have been sold, and none of the others are being offered for sale in the ordinary course of business, whichever shall first occur.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

8. COMMON EXPENSES, ASSESSMENTS, COLLECTIONS, LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration shall adopt a balanced annual Budget in advance for each fiscal year, which Budget shall project anticipated income and estimated expenses for the ensuing fiscal year. Each Budget shall be prepared in accordance with the then existing provisions of the Florida Condominium Act and it shall include provisions for all expenses as required by the then existing provisions of the applicable Florida Condominium Act. The Budget shall be adopted, with such notice to the owners as may be required by the then existing applicable provisions of the Florida Condominium Act.

After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting members representing each unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12th) of the annual assessment shall be due and payable in advance to the Association on the first day of each month.

Special assessments may be made by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium shall not be levied without the prior approval of the members owning at least two-thirds (2/3rds) of the units in the condominium.

The liability for any assessment or portion thereof may not be avoided by a unit owner or waived by reason of such unit owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

A unit owner, regardless of how title is acquired including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

Assessments and installments on them not paid when due bear interest at the rate of ten (10%) percent per annum from due date until paid.

The Association shall have a lien on each condominium parcel for any unpaid assessments with interest plus attorney's fees incurred by the Association 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 Brevard County, Florida, which lien shall state the description of the condominium parcel, the name of the record owner, the amount due and the due dates. The lien shall remain in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall cover only assessments which are due when the claim is recorded. All claims of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment of a claim of lien, the Association shall give the person making payment a recordable satisfaction of the lien. By recording a notice in substantially the following form a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

NOTICE OF CONTEST OF LIEN

TO: SUNSET HARBOR OWNERS ASSOCIATION, INC.,
3873 So. Banana River Blvd.,
Cocoa Beach, Florida 32931.

YOU are notified that the undersigned contests the claim of lien filed by you on _____, and recorded in Official Records Book _____ at Page _____ of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

Executed this ____ day of _____, 19__.

Signed: _____
Owner or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery or a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner. If after diligent search and inquiry, the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Sec. 718.116(4), (Florida Statutes, 1983).

If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

The association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

When the mortgagee of a first mortgage of record, or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

The foregoing provision may apply to any mortgage of record and shall not be restricted to first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

As priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or a mortgage company, or mortgage banking institution or the Developer. The provisions of Section 718.116 of the Florida condominium Act, where the same are not in conflict with other provisions of this Article 8 of this Declaration, are incorporated herein by reference and made a part hereof. (Florida Statutes, 1983).

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentages set out hereinabove, and shall in no event exceed three(3) months' assessment except as provided in rules promulgated by the Florida Cabinet for full and fair disclosure. Anything in this Declaration or the Exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and Exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the owners.

Until a turnover is perfected as set out in Article 7 above, the Developer shall retain management of the condominium association and in so doing shall collect all assessments, the same being payable to the Association during this interim. The Association shall, during this interim have a lien on each parcel for any unpaid assessments thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

The Developer guarantees that during the period beginning with the recording of the Declaration and ending with the date the Developer turns over control of the association to the unit owners, the assessments for common expenses of the condominium, imposed upon the unit owners other than the Developer, will not exceed \$74.00 per month. The Developer shall be and is obligated and responsible to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

Except as otherwise provided in this section, no unit owner may be excused from the payment of the unit owner's proportionate share of the common expenses of the condominium unless all unit owners are likewise proportionately excused from such payment, except that inasmuch as the Developer has guaranteed that the monthly assessment for common expenses of the condominium imposed upon the unit owners other than the Developer will not be increased over the amounts stated hereinabove during the period of time that the Developer is entitled to elect a majority of the Members of the Board and has obligated itself to pay any amount of common expenses incurred by the Condominium during that period and not produced or realized from the assessments at the guaranteed level and received from other unit owners. The Developer shall not be obligated to pay any specific monthly assessment for those units owned by the Developer during that period of time.

9. INSURANCE COVERAGE, USE AND DISTRIBUTION OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association, the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

The association shall be required to obtain and maintain casualty insurance covering all improvements upon the land which are part of the units and the common elements, and as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or if approved by the board, such insurance may be carried on not less than full insurable value basis. The Coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The Association may carry such other insurance or obtain such other coverage as the Board may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

The premiums upon all insurance policies shall be paid by the Association as an operating expense.

Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the Association, the owners and the institutional mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage, or destruction is replaced, repaired or restored with the association's funds, the institutional first mortgagees which are named as payees upon the draft issued by the insurance carriers, shall endorse the draft and deliver the same to the association; provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction, as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of seven (7%) percent of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association, and all institutional first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursement from such construction fund shall be by such institution's usual and customary construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor, shall be paid over to the Association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial as heretofore defined, the Board may determine that it is in the best interest of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional mortgagee shall be required to cause such insurance proceeds to be made available to the Association prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event, shall any reconstruction of repair change the relative locations and approximate dimensions of the common elements and of any apartment, unless an appropriate amendment be made to this Declaration.

Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment, shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least seventy-five (75%) percent of the apartments vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering apartments.

10. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

Each apartment owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment serving his unit, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances and equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment unit and which may now, or may hereafter, be affixed to or contained within his unit. This obligation to repairs should also include all parts of a unit owner's air conditioning system which may be located outside of the unit and all lines, hoses and wires or other parts of said air conditioning system which connects those parts of the system located outside the unit to the parts of the air conditioning system located within the owner's unit.

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of

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the buildings and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, or the interior walls, ceilings or floors of condominium units, for the furnishing of utility services to the apartments. Painting and cleaning of all exterior portions of the buildings, including all exterior doors, shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

Where loss, damage or destruction is sustained by casualty to any part of the buildings, whether interior or exterior, whether inside an apartment or not, whether a fixture of equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction. Assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as and for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall not be assessed as a common expense but shall be levied as a special charge by the Association to the owner of the unit.

In the event owners of a unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special financial charge against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such financial charge, the association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board to enforce compliance with the provisions hereof.

The Board of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.

The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window or any exterior surfaces, etc., at any time without the written consent of the Association.

11. USE RESTRICTIONS

Each unit is hereby restricted to residential use by the owner or owners thereof, their guests and tenants.

No two (2) bedroom apartment shall be occupied by more than four (4) persons. No three (3) bedroom apartment may be occupied by more than six (6) persons.

No animal pets other than one dog or one cat may be kept or harbored in any one (1) apartment and the weight of such pet may not exceed twenty (20) pounds. Snakes or reptiles of all kinds may not be kept or harbored on the project and no birds or fowls except those ordinarily domesticated and kept as pets may be kept on the project.

No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make use of the common elements that will increase the cost of insurance upon the condominium property.

No immoral, improper, offensive use shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of the Association as provided by its Articles of Incorporation and By-Laws.

No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This sub-paragraph shall not apply to the developer and/or institutional first mortgagees.

An owner shall not place or cause to be placed in any of the project areas, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit.

Nothing shall be hung from any of the windows, patios, balconies or walkway railings of the project.

No auto parking space may be used for any purpose other than parking automobiles, vans and motorcycles which are in operating condition; no other vehicles or objects, including, but not limited to trucks, recreational vehicles, trailers, and boats will be parked or placed upon such portions of the condominium property unless permitted by the Board. No parking space shall be used by any other person than an occupant of the condominium who is an actual resident or by a guest or visitor, and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. Automobiles for purposes of this paragraph are defined as motor vehicles designed for transportation or no more than nine passengers and not including sleeping facilities. Recreational vehicles may be parked in garages but not in open parking spaces.

No garage space shall be used by any other person than an occupant of the condominium who is an actual resident or by a guest or visitor, and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

The association shall have the right to have keys to all units and in the event that an owner installs a new or additional lock or locks on the front or entrance door to a unit, the owner shall furnish the Association with a key to all said locks within 48 hours after the new lock or locks are installed.

Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the Association shall interfere with the sale of such apartments. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including, but not limited to maintenance of a sales office, model apartments, the showing of the property and the display of signs.

12. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment unless such has been approved in writing by the Association. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring and other things which might protrude through or be attached to the walls of the apartment buildings; further, no owner shall in any manner change the appearance of any portion of the apartment buildings not wholly within the boundaries of his apartment. The owner may repair and replace that part of his air conditioning unit which is located outside his unit, including all piping, hoses or wiring running thereto. Hurricane shutters may be installed by owner if the Board of Administration of the Association has approved the design and type of shutter prior to installation.

13. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board, the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, if in the opinion of the Board such assessment is necessary, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6th) of the current regular annual assessment, unless prior written consent is received from three-fourths (3/4ths) of voting members. The Board shall have the authority to make any alterations, repairs or improvements, subject to the limitations stated in this paragraph, as the Board may determine to be in the best interest of the project. Special assessments to pay the cost of emergency repairs may be made by the Board of Administration without the approval of the owners, and without limitation.

14. REGULATIONS AS TO LEASING, RENTAL AND SALE OF APARTMENTS

No unit shall be leased or rented for a period of less than thirty (30) days and the Association shall be notified of the term of the Lease and the name of the tenant.

The only restriction covering the sale by an owner of the owner's unit is that notice of the intention to sell shall be given to the secretary of the Association and this notice shall contain the names and post office address of the buyer, the date of closing of the sale of the unit and the Secretary shall then advise the selling owner that the sale of the unit may be consummated and thereafter, it shall be the duty of the buyer of the unit to furnish the Secretary of the Association with a copy of the recorded deed by which buyer took title to the unit within 10 days after the Deed is recorded. Time sharing of units is prohibited and, therefore, ownership of an apartment on a daily, weekly, monthly or other part time basis is prohibited. These requirements shall also apply to Agreements for Deed.

15. THIS DECLARATION MAY BE AMENDED AS FOLLOWS:

1. So long as the Developer is entitled to elect a majority of the Board Members, the Developer reserves the right to amend this Declaration without the consent of any owner, subject to the limitations hereinafter stated.

2. After the Developer has turned control of the Association over to the apartment owners, this Declaration may be amended by the approval in writing of at least two-thirds (2/3rds) of the owners of apartments or by the affirmative vote of at least two-thirds (2/3rds) of the apartment owners at a duly called meeting of the apartment owners (members) in accordance with the By-Laws. Each amendment hereto shall be executed with the formality required for execution of Deeds and each such amendment shall become effective upon its recordation in the public records of Brevard County, Florida, unless the amendment shall provide for a later effective date.

3. No amendment shall change the configuration or size of any apartment in any material fashion, materially alter, change or modify the appurtenances to any apartment or change the percentage by which the owner of any apartment shares the common expenses and owns an undivided interest in the common elements, including the common surplus, unless the record owner of such apartment shall join in the amendment.

4. The designation of the agent for service of process on the Association named in the Articles of Incorporation of the Association may be changed from time to time by action of the Board and such change shall not constitute an amendment to this Declaration. Such change or designation of the agent for service of process shall be accomplished by execution of a document with formalities required for execution of a deed and it shall be recorded in the Public Records of Brevard County, Florida, and such change shall become effective upon such recording.

5. Correction of scrivener's errors herein, if any, may be accomplished by action of the Board, without the consent of any apartment owner not a member of the Board and such document correcting any scrivener's errors shall be executed in the same manner as provided in the foregoing paragraph.

6. The method of amending the Articles of Incorporation and the By-Laws of the association are stated therein and nothing stated in this paragraph shall change those methods.

16. TERMINATION OF THIS CONDOMINIUM PROJECT

The condominium project created and established by this Declaration of Condominium may only be terminated upon the vote of members of the association owning three-fourths (3/4ths) or more of the apartments in the project and the unanimous written consent of all institutional mortgagees holding mortgages encumbering any of the apartments in the project.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the Association all of said unit owner's right, title and interest to any unit and to the common property, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by making specific performance in a court of equity.

The Board shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees.

Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale"), shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the same as the unit owner's share in the common elements.

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board shall proceed to liquidate and dissolve the association and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto.

If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, on mortgages or lien encumbering a unit, then payment shall be made jointly to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon, passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consent, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

17. ENCROACHMENTS

If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

18. CORPORATION TO MAINTAIN REGISTER OF OWNERS

The Association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium.

19. ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the corporation shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the date for payment of such premium or premiums, a sum which will be sufficient to make a full payment therefor.

20. RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the corporation. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

21. WAIVER

The failure of the Association, an apartment owner or institutional first mortgagee, to enforce any right, provisions, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or condition or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or a mortgage company, or the Developer, and engaged in the business or making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and the owner or owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

22. CONSTRUCTION

The provisions of this declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provisions contained in this declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

23. GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

24. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

25. REMEDIES FOR VIOLATIONS

The Board shall have the authority to file suit in the proper court to enforce compliance with all the provisions of the Declaration and with all rules and regulations which may be adopted, from time to time, by the Board. Such suit may also seek damages against the offending party. The prevailing party in any such litigation shall be entitled to payment of all costs incurred therein, including a reasonable attorney's fee for the prevailing party's attorney.

The Board shall also have the authority to assess a reasonable fine against any unit in which any resident therein, either owner, lessee or quest, has continued to violate any provision of this Declaration or any rule or regulation of the Association, after notice of such violation has been given by the Board to such resident, and to the owner of the unit, if the owner is not residing in the unit. If the fine is not paid within thirty (30) days after notice thereof is given to the owner of the unit, the Association may collect the fine, however, no fine shall become a lien against the unit.

In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the Association shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred and any such entry and abatement or removal shall not be deemed a trespass.

The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

26. DEFINITIONS

"Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

"Association" or "Corporation" shall mean the corporation not for profit as set forth in Exhibit "B" to this Declaration of Condominium, which is: SUNSET HARBOR OWNERS ASSOCIATION, INC.

"Board" or "Board of Administration" means the Board of Administration which operates the condominium association and as described in the Articles of Incorporation as set forth in Exhibit "B" to this Declaration of Condominium.

"Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common areas, over the amount of common expenses. The common surplus is part of the common elements.

"Condominium" means the SUNSET HARBOR, A CONDOMINIUM, a Condominium property or project and all improvements situated thereon and appertaining thereto as described in this Declaration, all easements and rights appurtenant thereto intended to use in connection with this project.

"Declaration" or "Declaration of Condominium" means this document establishing the SUNSET HARBOR, A CONDOMINIUM, a condominium under the laws of the State of Florida.

"Developer" means the corporation named in the first paragraph of this Declaration.

"Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, the Developer or the Developer's assignee, or other mortgagee which will be acceptable to the Association.

"Limited Common element" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

"Operation" or "operation of the Condominium" means and includes the administration and management of the SUNSET HARBOR, A CONDOMINIUM project and property.

"Unit" or "Apartment" means each individual condominium unit located within the project, together with all appurtenances thereto.

"Member" means a member of the SUNSET HARBOR OWNERS ASSOCIATION, INC., and is synonymous with owner and unit owner.

"Rules and Regulations" shall mean those restrictions or rules and regulations adopted by the Board to maximize the enjoyment by the owners of the condominium unit to protect its value and to make multi-family dwelling more compatible to each owner through the imposition of restraints, prohibitions and requirements which must be uniformly applied and equitable and which shall not be unduly burdensome or unreasonable.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 11th day of September, 1984.

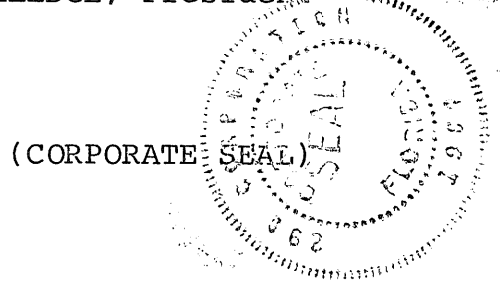
Signed, Sealed and Delivered in the Presence of:

Mary Ann Yarus

290 CORPORATION

Doris W. Bleich
As to Developer

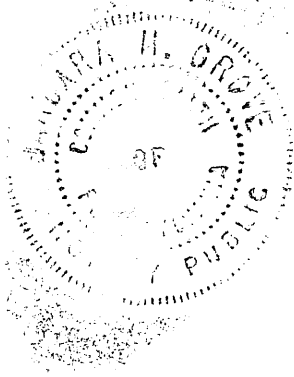
By Jack H. Elledge
JACK H. ELLEDGE, President



STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

BEFORE ME, the undersigned authority, personally appeared JACK H. ELLEDGE, as President of 290 CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Declaration of Condominium free y and voluntarily under the authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 11 day of September, 1984.



Barbara M. Grove
NOTARY PUBLIC

My Commission Expires:

BARBARA M. GROVE, NOTARY PUBLIC
UPPER ST. CLAIR TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 1, 1986
Member, Pennsylvania Association of Notaries

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OF
SUNSET HARBOR, A CONDOMINIUM

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SURVEYOR'S CERTIFICATE
FOR
SUNSET HARBOR
A CONDOMINIUM

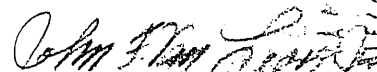
STATE OF FLORIDA
COUNTY OF BREVARD

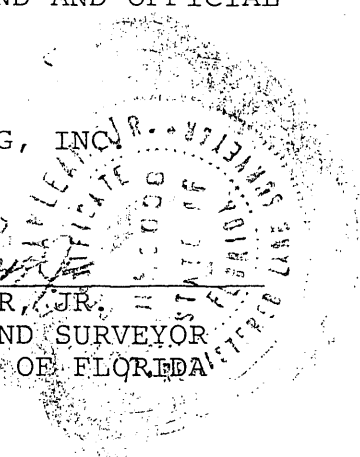
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JOHN F. VAN LEAR, JR., BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HERINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING SUNSET HARBOR, A CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

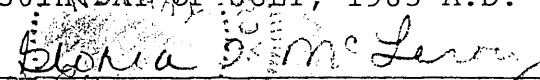
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 30TH DAY OF JULY, 1985 A.D.

ALLEN ENGINEERING, INC.

By: 
JOHN F. VAN LEAR, JR.
PROFESSIONAL LAND SURVEYOR
NO. 3038, STATE OF FLORIDA



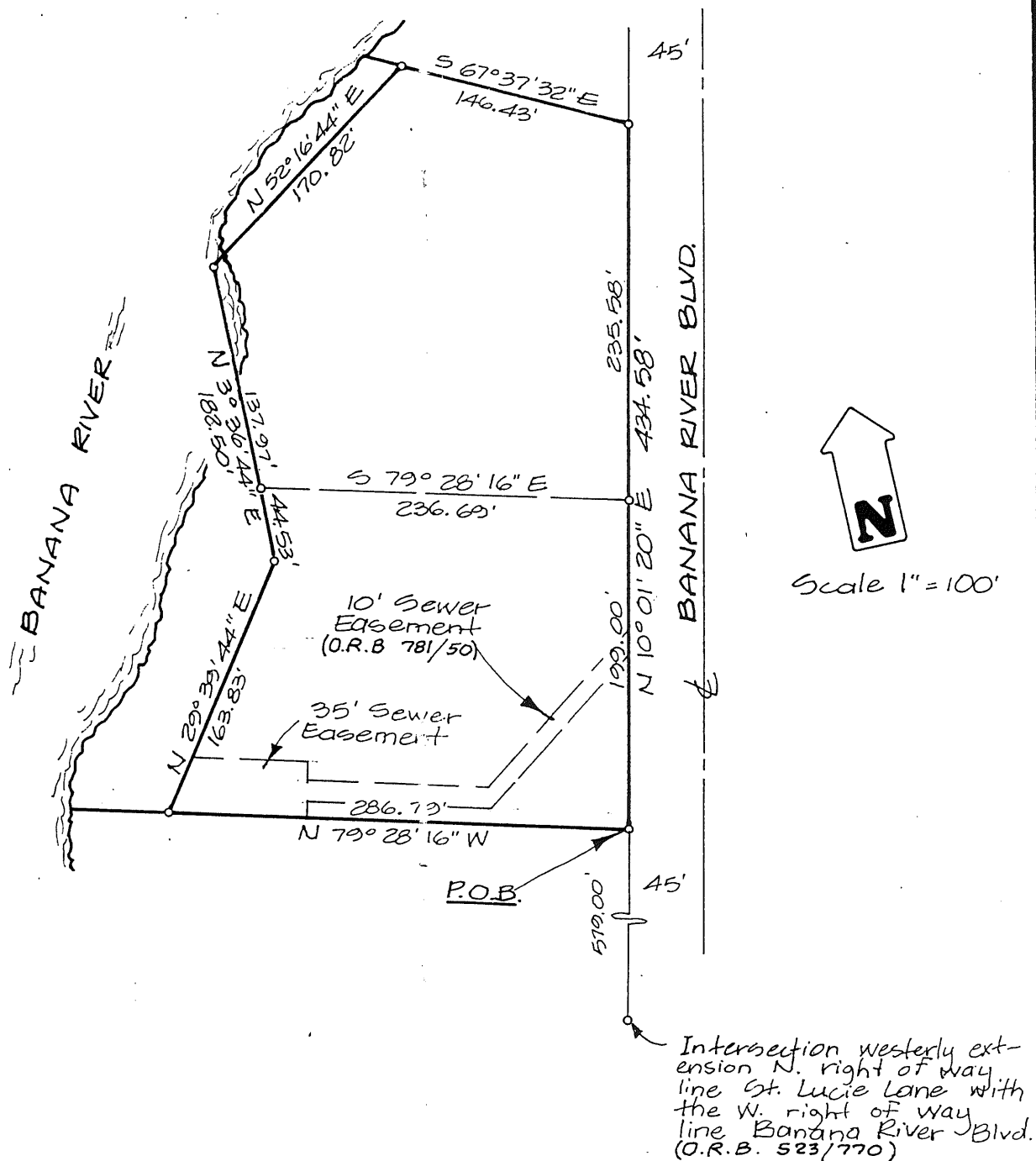
SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN F. VAN LEAR, JR." THIS
30TH DAY OF JULY, 1985 A.D.


NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: AUGUST 23, 1985



SUNSET HARBOR, A CONDOMINIUM

SKETCH OF SURVEY

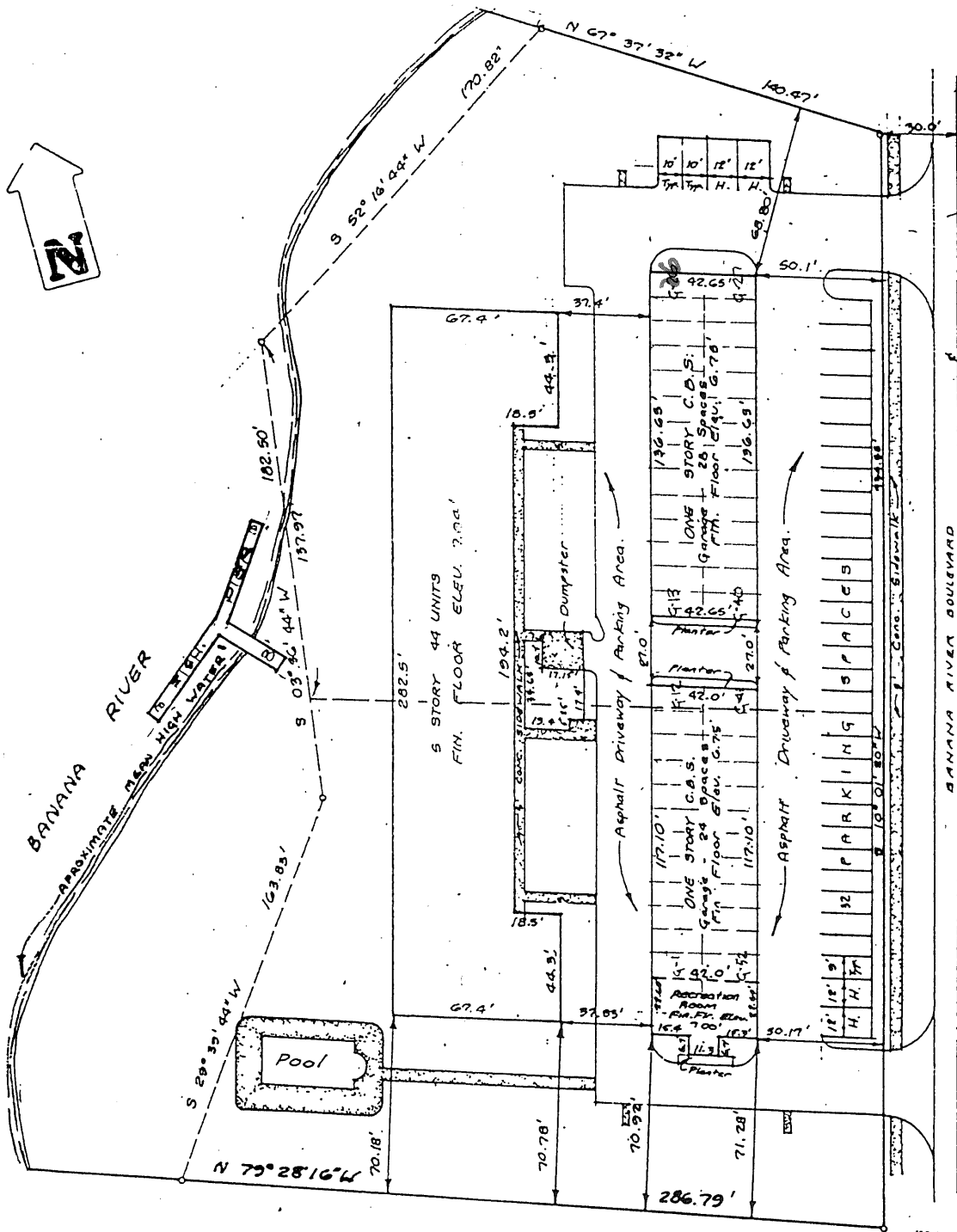


SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN ARE BASED ON AN ASSUMED NORTH MERIDIAN.
2. SEE SHEET 4 FOR THE LEGAL DESCRIPTION AND CERTIFICATION.

SUNSET HARBOR, A CONDOMINIUM

GRAPHIC PLOT PLAN



SEE SHEET 5 FOR NOTES CONCERNING THE GRAPHIC PLOT PLAN.

RECORDED AND INDEXED
CIRCUIT COURT
BREVARD COUNTY, FLA.

A M E N D M E N T S

The following amendments, having been voted on and passed by a majority of the owners at the annual meeting April 4th 1989, are hereby added to and made a permanent part of the original "DECLARATION OF CONDOMINIUM OF SUNSET HARBOR, A CONDOMINIUM.

Page 14 paragraph 14 amended to read:-

No unit shall be leased or rented for a period of less than one (1) year and the Association shall be notified of the term of the lease and the name of the tenant.

BY-LAWS

Page 3 paragraph 4 amended to read:-

A. Term of office. Each Board Member shall serve for a term of two (2) years or until his successor has been elected as provided herein, unless such member shall resign, become incapacitated or shall die, in which event his membership shall terminate upon the happening of said event. etc.

Off. sec. 523 Pg 768

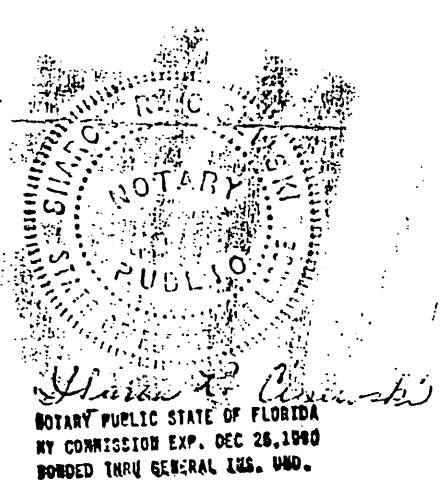
Signed: E. Bresson Member of the Board
SUNSET HARBOR HOMEOWNERS ASSOCIATIO

Signed: Orville L. Potter Member of the Board

Witnessed: Jean E. Bresson

Date: 5-22-89

# PGS. <u>2</u>	# NAMES <u>2</u>
TRUST FUNDS <u>1.50</u>	REC'D PAYMENT AS
REC FEE \$ <u>9.00</u>	INDICATED FOR CLASS
DOC ST. \$ _____	"C" INTANGIBLE & DOC
INT TAX \$ _____	STAMP TAXES INCLUDING
SER. CHG. \$ _____	PENALTY & INTEREST.
REFUND \$ _____	<i>Redimitted</i>
	Clerk Circuit Court
	Brevard Co., Florida



→ Orville L. Potter
498 Brightwaters Dr.
Cocoa Beach, FL
32931
783-2964

OFF. REC.
3001

PAGE
1368

SURVEYOR'S CERTIFICATE

FOR
SUNSET HARBOR
A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JOHN F. VAN LEAR, JR., BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING SUNSET HARBOR, A CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 27th DAY OF AUGUST, 1985

ALLEN ENGINEERING, INC.

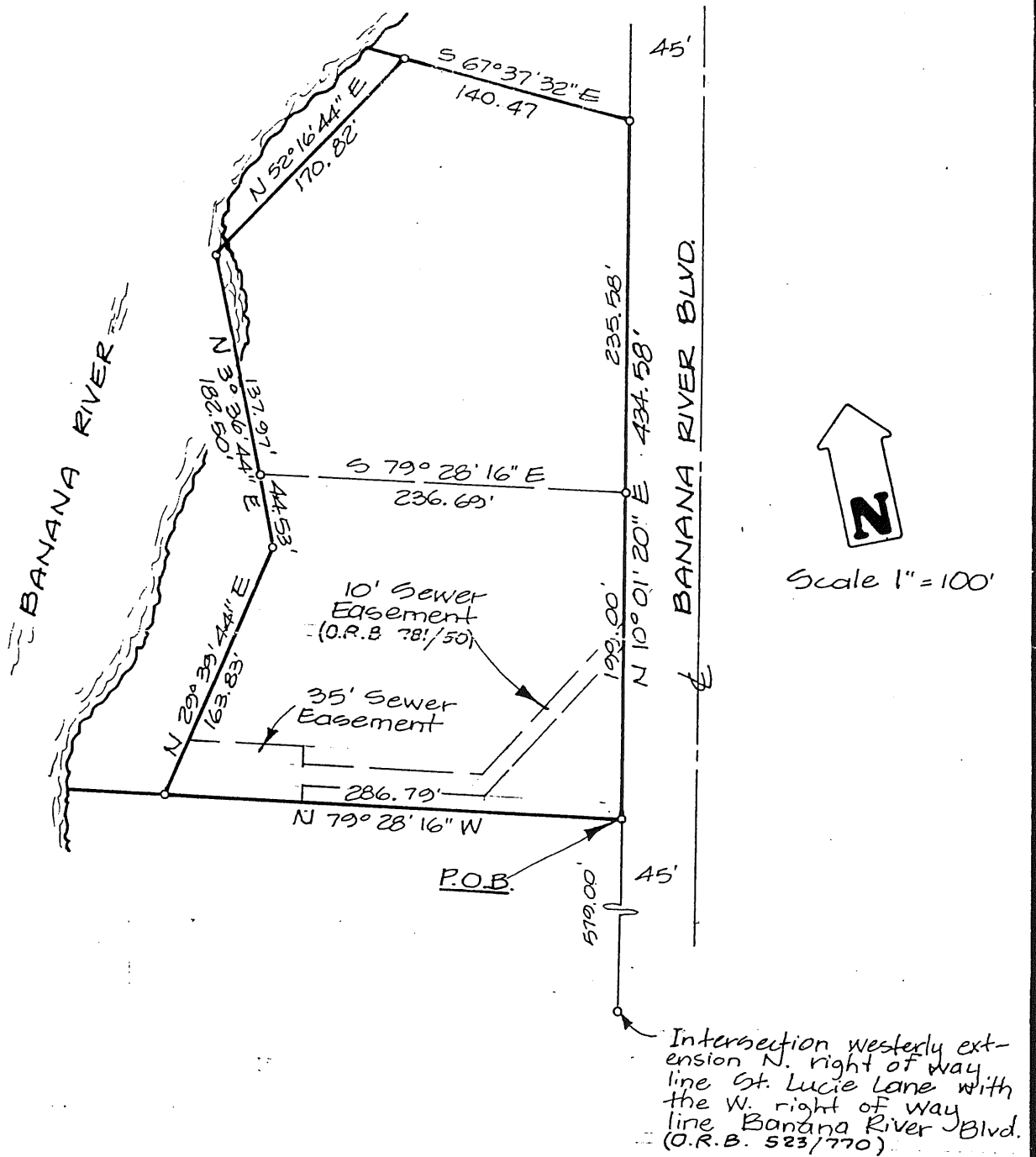
By: John F. Van Lear, Jr.
JOHN F. VAN LEAR, JR.
PROFESSIONAL LAND SURVEYOR
NO. 3038, STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN F. VAN LEAR, JR." THIS
27TH DAY OF AUGUST, 1985 A.D.

Gloria J. McLeroy
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: AUGUST 23, 1989

SUNSET HARBOR, A CONDOMINIUM

SKETCH OF SURVEY



SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN ARE BASED ON AN ASSUMED NORTH MERIDIAN.
2. SEE SHEET 4 FOR THE LEGAL DESCRIPTION AND CERTIFICATION.

REVISED AUGUST 27, 1985
 ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 JULY 30, 1985

OFF. REC.

EXHIBIT "A"

[PAGE]

SHEET 2

2043

2272

SUNSET HARBOR, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN N10°01'20"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 579 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN N79°28'16"W FOR 286.79 FEET; THENCE RUN N29°39'44"E ALONG THE WESTERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 768 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR 163.83 FEET; THENCE RUN N3°36'44"E FOR 132.50 FEET; THENCE RUN S79°28'16"E FOR 236.69 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S10°01'20"W ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 199.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.467 ACRES MORE OR LESS TO THE MEAN HIGH WATER LINE AT THE BANANA RIVER TOGETHER WITH A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN N10°01'20"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 778.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN N79°28'16"W FOR 236.69 FEET; THENCE RUN N3°36'44"E FOR 137.97 FEET; THENCE RUN N52°16'44"E FOR 170.82 FEET; THENCE RUN S67°37'32"E FOR 140.47 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S10°01'20"W ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 235.58 FEET TO THE POINT OF BEGINNING, CONTAINING 1.467 ACRES MORE OR LESS TO THE MEAN HIGH WATER LINE AT THE BANANA RIVER.

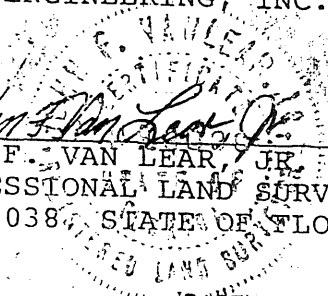
CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS.

ALLEN ENGINEERING, INC.

BY: 

JOHN F. VAN LEAR, JR.
PROFESSIONAL LAND SURVEYOR
NO. 3038, STATE OF FLORIDA



REVISED AUGUST 27, 1985
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JULY 30, 1985

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EXHIBIT "A"

PAGE

SHEET 4

2643

2274

SUNSET HARBOR, A CONDOMINIUM

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN:

1. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM. REFER TO SHEETS 6 THROUGH 11 FOR THE LOCATION OF THE UNITS WITHIN THE BUILDING.
3. THE COVERED PARKING SPACES (LABELED G-1 THROUGH G-52) ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THE COVERED PARKING SPACES ARE 10.0' x 20.0'. THE FINISHED FLOOR ELEVATIONS FOR THE COVERED PARKING STRUCTURES ARE 6.75'.
4. THE SWIMMING POOL IS A COMMON ELEMENT OF THE CONDOMINIUM.
5. THIS EXHIBIT WAS PREPARED BY ALLEN ENGINEERING. THE INFORMATION SHOWN WAS TAKEN FROM AN AS-BUILT OF THE SITE.

REVISED AUGUST 27, 1985
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JULY 30, 1985

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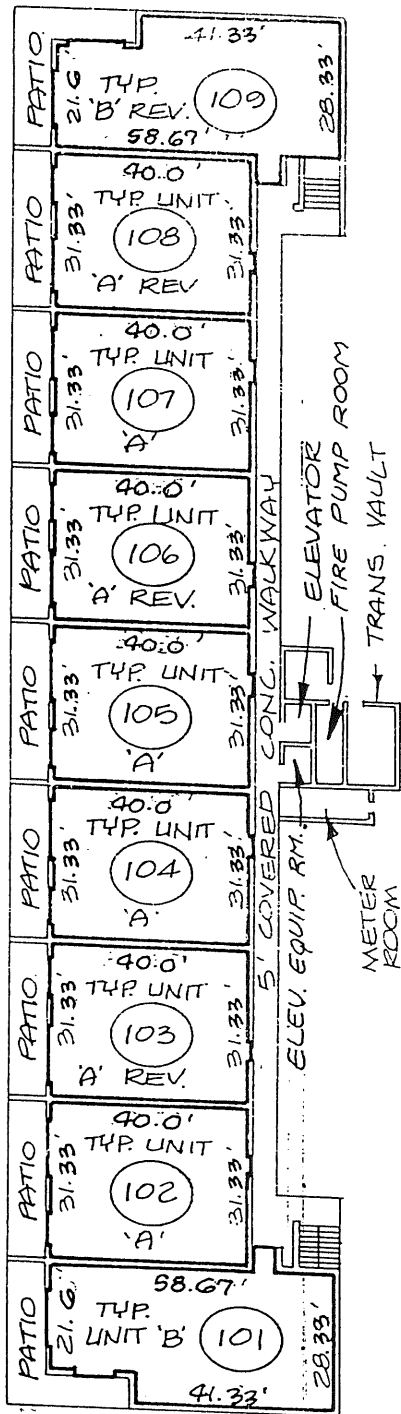
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2275

SHEET 5

SUNSET HARBOR, A CONDOMINIUM



FIRST FLOOR PLAN

SURVEYOR'S NOTES

1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 7.04 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 15.04 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ALL THE IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ——— INDICATES THE LIMITS OF THE UNITS.
6. (101) INDICATES THE UNIT NUMBER DESIGNATION.
7. THE PATIOS SHOWN ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO THE ADJACENT UNIT AS SET FORTH IN THE DECLARATION.
8. SEE SHEETS 11 AND 12 FOR THE TYPICAL UNIT PLANS.

REVISED AUGUST 27, 1985
 ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 JULY 30, 1985

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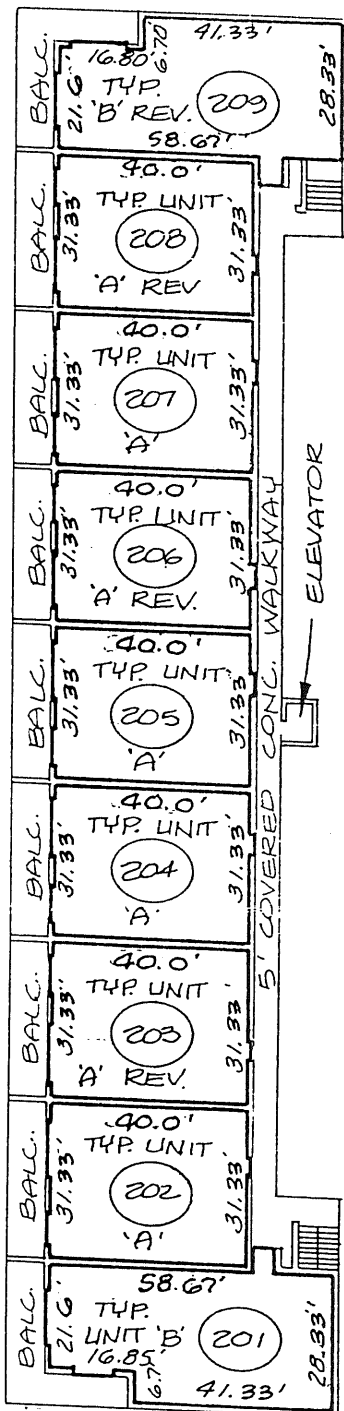
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EXHIBIT "A"

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SHEET 6

SUNSET HARBOR, A CONDOMINIUM



SECOND FLOOR PLAN

SURVEYOR'S NOTES

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.54 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.54 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. **(201)** INDICATES THE UNIT NUMBER DESIGNATION.
5. **---** INDICATES THE LIMITS OF THE UNITS.
6. ALL IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO THE ADJACENT UNIT AS SET FORTH IN THE DECLARATION.
8. SEE SHEETS 11 AND 12 FOR THE TYPICAL UNIT PLANS.

REVISED AUGUST 27, 1985
 ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 JULY 30, 1985

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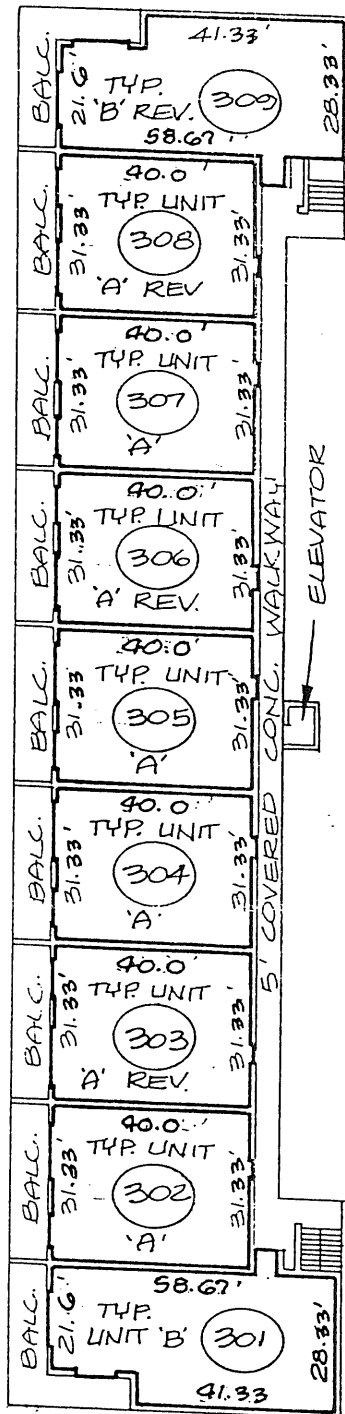
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SHEET 7

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SUNSET HARBOR, A CONDOMINIUM



THIRD FLOOR PLAN

SURVEYOR'S NOTES

1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 24.04' FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 32.04 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. (301) INDICATES THE UNIT NUMBER DESIGNATION.
5. INDICATES THE LIMITS OF THE UNITS.
6. ALL IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO THE ADJACENT UNIT AS SET FORTH IN THE DECLARATION.
8. SEE SHEETS 11 AND 12 FOR THE TYPICAL UNIT PLANS.

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 JULY 30, 1985

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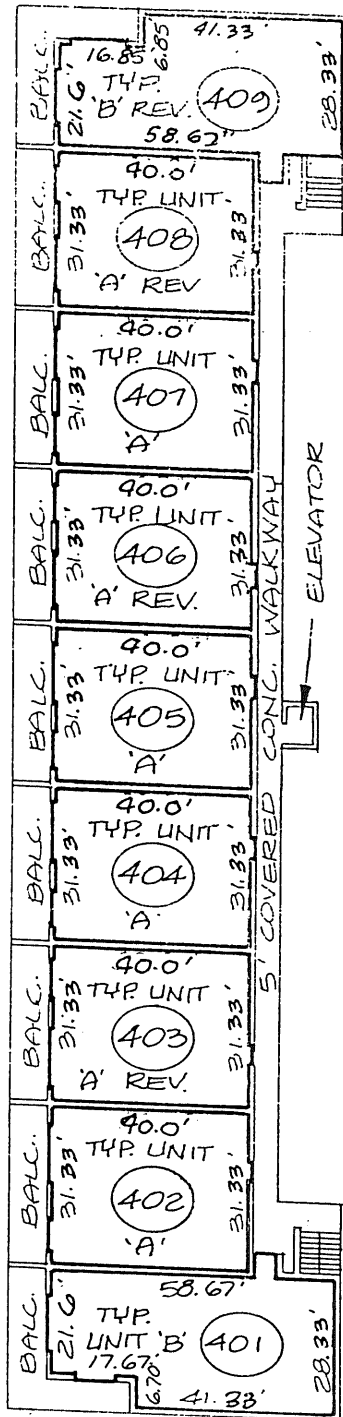
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2278

SHEET 8

SUNSET HARBOR, A CONDOMINIUM



FOURTH FLOOR PLAN

SURVEYOR'S NOTES

1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 33.54 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 41.54 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. 401 INDICATES THE UNIT NUMBER DESIGNATION.
5. INDICATES THE LIMITS OF THE UNITS.
6. ALL IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO THE ADJACENT UNIT AS SET FORTH IN THE DECLARATION.
8. SEE SHEETS 11 AND 12 FOR THE TYPICAL UNIT PLANS.

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 JULY 30, 1985

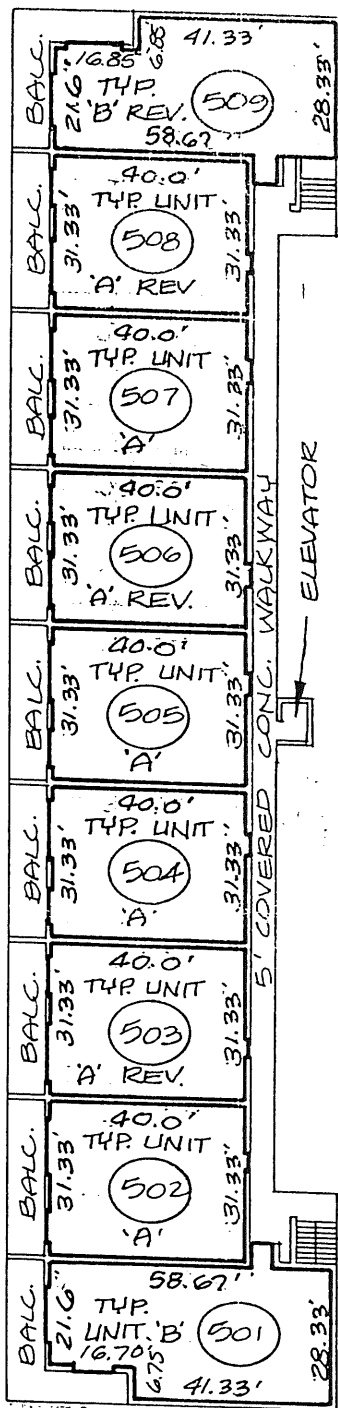
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SHEET 9

SUNSET HARBOR, A CONDOMINIUM



FIFTH FLOOR PLAN

SURVEYOR'S NOTES

1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 41.04 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 49.04 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. (501) INDICATES THE UNIT NUMBER DESIGNATION.
5. 501 INDICATES THE LIMITS OF THE UNITS.
6. ALL IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO THE ADJACENT UNIT AS SET FORTH IN THE DECLARATION.
8. SEE SHEETS 11 AND 12 FOR THE TYPICAL UNIT PLANS.

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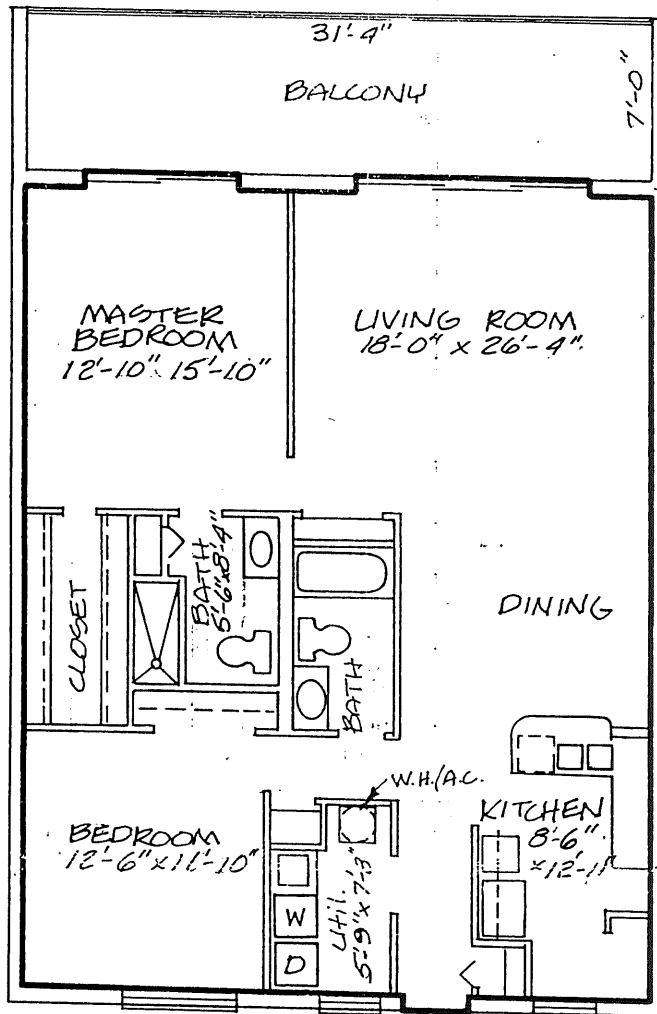
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SHEET 10

2200

SUNSET HARBOR, A CONDOMINIUM



TYPICAL UNIT 'A'

SURVEYOR'S NOTES

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY SHOWN IS A COMMON ELEMENT LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. REFER TO THE FLOOR PLANS ON SHEETS 6 THROUGH 10 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.

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 ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
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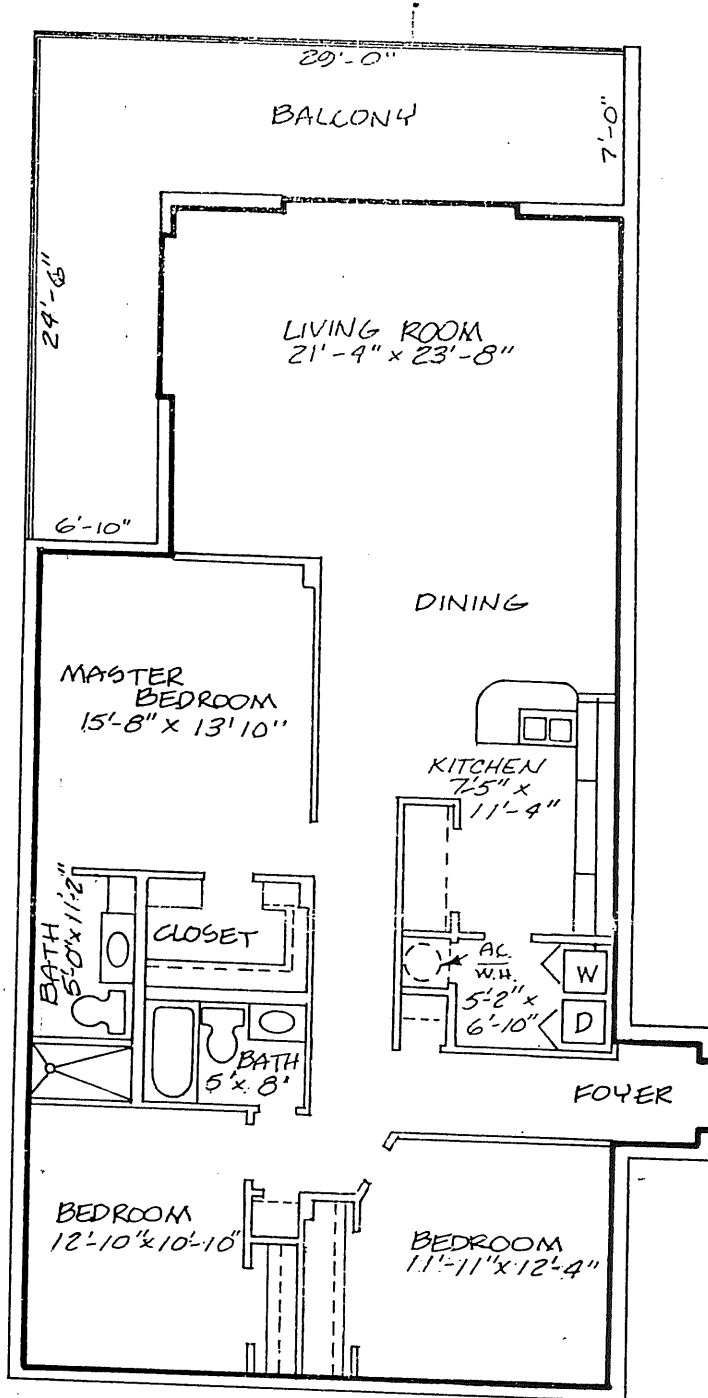
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SHEET 11

SUNSET HARBOR, A CONDOMINIUM



TYPICAL UNIT 'B'

SURVEYOR'S NOTES

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY SHOWN IS A COMMON ELEMENT LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. REFER TO THE FLOOR PLANS ON SHEETS 6 THROUGH 10 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.

REVISED AUGUST 27, 1985
 ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 JULY 30, 1985

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2282

SHEET 12

GARAGE DOOR REPLACEMENT CLARIFICATION
REVISED 9-29-2009

*****PLEASE KEEP THIS DOCUMENT WITH YOUR CONDO DOCS*****

AT THE ANNUAL CONDO ASSOCIATION MEETING IN APRIL 2009, A MOTION WAS MADE, SECONDED AND APPROVED BY 100% OF THE OWNERS PRESENT (28) TO CLARIFY THE CONDO DOCS, REGARDING GARAGE DOOR REPLACEMENT.

THE FOLLOWING IS THE CLARIFICATION:

1. EVEN THOUGH THE SUNSET HARBOR HOME OWNERS ASSOCIATION (SHOA((45 UNIT OWNERS)) IS RESPONSIBLE FOR GARAGE DOOR REPLACEMENT CAUSED BY NORMAL WEAR AND TEAR OR AN ACT OF GOD, PER THE CONDO DOCS, EACH UNIT OWNER WILL BE RESPONSIBLE TO PAY FOR THEIR UNITS' DOOR REPLACEMENT THEREBY AVOIDING THE ASSESSMENT PROCESS.
2. SHOA IS NOT RESPONSIBLE FOR THE SPRINGS AND CABLES ATTACHED TO THE DOORS DURING THE LIFE OF THE DOORS (NORMAL MAINTENANCE).
3. TO PAY FOR THE DOORS AS THEY ARE REPLACED, EACH UNIT OWNER WILL BE CHARGED FOR THEIR UNIT(S). UNITS ARE ASSIGNED TO THE OWNERS AND ARE RECORDED IN THEIR DEED.
AT THE PRESENT TIME THE APPROXIMATE COST OF THE DOORS ARE:
1 UNIT (A SINGLE GARAGE) \$700.00
2 UNITS (A DOUBLE GARAGE) \$1400.00
4. THE CHARGE WILL NOT BE REQUIRED FROM THE OWNER UNTIL THEIR DOOR IS IN THE PROCESS OF BEING REPLACED. AT THAT TIME THE COST WILL BE BASED ON THE REPLACEMENT COST.
5. ALL DOORS WILL MATCH THE GARAGE DOOR APPROVED BY THE BOARD.
6. IF AN OWNER OR OWNERS REPLACE THEIR OWN DOORS AND DO NOT WANT TO WAIT FOR THE BOARD, THEY MAY DO SO AS LONG AS IT MATCHES THE APPROVED DOOR.
7. WHEN A DOOR IS DAMAGED AS A RESULT OF THE OWNERS ACTION, THE OWNER SHOULD CONTACT THEIR INSURANCE COMPANY FOR REIMBURSEMENT FOR THE COST OF REPAIR. THE CONDO BOARD WOULD NOT BE INVOLVED UNLESS COMPLETE REPLACEMENT IS NECESSARY. THE OWNER IN THIS CASE WOULD STILL BE CHARGED.
8. IF TWO UNITS ARE DAMAGED BY ONE UNIT OWNER, (1 DOOR 2 UNITS) THE TWO OWNERS MUST COME TO AN AGREEMENT BEFORE REQUESTING ASSISTANCE FROM THE BOARD.