

DECLARATION OF CONDOMINIUM  
OF  
SUNRISE VILLAGE, A CONDOMINIUM  
BREVARD COUNTY, FLORIDA

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EXHIBIT "F"  
 TO  
 DECLARATION OF CONDOMINIUM  
 OF  
 SUNRISE VILLAGE, A CONDOMINIUM

SHARE IN COMMON EXPENSES, COMMON  
 ELEMENTS AND COMMON SURPLUS

<u>Unit Number</u>	<u>% of Ownership</u>
AA-101	1/24th
AA-102	1/24th
AA-103	1/24th
AA-104	1/24th
AA-105	1/24th
AA-106	1/24th
AA-201	1/24th
AA-202	1/24th
AA-203	1/24th
AA-204	1/24th
AA-205	1/24th
AA-206	1/24th
BB-101	1/24th
BB-102	1/24th
BB-103	1/24th
BB-104	1/24th
BB-105	1/24th
BB-106	1/24th
BB-201	1/24th
BB-202	1/24th
BB-203	1/24th
BB-204	1/24th
BB-205	1/24th
BB-206	1/24th

Total % of Ownership 100%

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EXHIBITS

EXHIBIT "A"	- Legal Description of Condominium Property
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EXHIBIT "C"	- Articles of Incorporation of Sunrise Village IV Condominium Association, Inc.
EXHIBIT "D"	- By-Laws of Sunrise Village IV Condominium Association, Inc.
EXHIBIT "E"	- Rules and Regulations
EXHIBIT "F"	- Schedule of Common Elements

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DECLARATION OF CONDOMINIUM  
OF  
SUNRISE VILLAGE, A CONDOMINIUM

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Article I. Submission Statement

SUNRISE VILLAGE DEVELOPMENT, INC., a Florida corporation owns the fee simple title to that certain real property in Brevard County, Florida, legally described in Exhibit "A" annexed hereto, and incorporated by reference as if fully set forth herein. Developer does hereby submit said real property, the improvements thereon and the appurtenances thereto to Condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same to be a condominium known as SUNRISE VILLAGE, A CONDOMINIUM.

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 be binding on each Unit Owner, his heirs, personal representatives, successors and assigns. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the Common Elements as defined herein.

Article II. Definitions

As used herein and in all amendments hereto, unless the context requires otherwise:

Section 1. Act. "Act" means and refers to Chapter 718, Florida Statutes, the "Condominium Act" of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

Section 2. Assessment. "Assessment" means and refers to a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

Section 3. Association. "Association" or "Corporation" means and refers to Sunrise Village Condominium Association, Inc., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

Section 4. Board. "Board" means and refers to the Board of Directors of the Association.

Section 5. By-Laws. "By-Laws" means and refers to the By-Laws of the Association.

Section 6. Common Elements. "Common Elements" means and refers to the portion of the Condominium Property not included in the Units. Common Elements include the tangible personal

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property required for the maintenance of the Common Elements even though owned by the Association. References to the words "Common Areas" and "Common Elements" are used interchangeably.

Section 7. Common Expenses. "Common Expenses" means, refers to, and includes: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared as Common Expenses by the provisions of this Declaration or the By-Laws; and (4) any valid expense against the Condominium as a whole.

Section 8. Common Surplus. "Common Surplus" means and refers to the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

Section 9. Condominium. "Condominium" means and refers to that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities, and appurtenant to each Unit, as a part thereof, an undivided share in the Common Elements. Condominium, as used herein, refers to SUNRISE VILLAGE, a Condominium.

Section 10. Condominium Documents. "Condominium Documents" means and refers to this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

Section 11. Condominium Parcel. "Condominium Parcel" means and refers to a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit at SUNRISE VILLAGE, a Condominium.

Section 12. Condominium Property. "Condominium Property" means, refers to, and includes the land and personal property submitted to Condominium ownership, whether or not contiguous, all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the SUNRISE VILLAGE, a Condominium, all as described in Exhibit "A" to this Declaration and marked "SUNRISE VILLAGE, a Condominium."

Section 13. Condominium Unit. "Condominium Unit" means and refers to the portion of the Condominium which is to be subject to exclusive ownership, said Unit being a Unit space designated as such by being assigned one of the Unit numbers (as set forth in the schedule depicted in Exhibit "F") on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".

Section 14. Declaration or Declaration of Condominium. "Declaration" or "Declaration of Condominium" means and refers to this instrument and all Exhibits attached hereto, as same may from time to time may be amended.

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Section 15. Developer. "Developer" means and refers to Sunrise Village Development, Inc. and the express successors to or the assigns of the rights thereof under this Declaration of Condominium; provided, however, an Owner shall not solely by the purchase of a Condominium Unit be deemed a successor to or assignee of the rights of the Developer under this Declaration of Condominium, unless such Owner is specifically so designated as such successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Developer.

Section 16. Entitled To Vote. "Entitled To Vote" means and refers to the Members of the Association who shall have the right and power to vote at meetings of the Association. When more than one person or legal entity holds a fee simple interest in any Unit(s), all such persons or legal entities shall be Association Members, but the vote for such Unit(s) shall be exercised only by that one person designated in writing upon a voting certificate by all such Unit Owners, as they among themselves determine, and sent to the Association secretary. The term "Unit Owner Members Entitled to Vote" means and refers to Association Members who are Unit Owners or represent Unit Owners in SUNRISE VILLAGE, a Condominium, and are Entitled To Vote on a matter.

Section 17. Institutional Lender or Institutional Mortgagee. "Institutional Lender" or "Institutional Mortgagee" means and refers to a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal National Mortgage Association (FNMA), or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or any other lender approved by the Association pursuant to the provisions of Article XIX, holding a mortgage encumbering a Condominium Unit.

Section 18. Insurance Trustee. "Insurance Trustee" means and refers to that Florida bank or thrift institution having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

Section 19. Limited Common Elements. "Limited Common Elements" means and refers to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

Section 20. Member. "Member" means and refers to any of the Owners of Units in the Condominium and after termination of the Condominium shall consist of those Unit Owners in the terminated

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Condominium who are Members at the time of such termination, and their successors and assigns.

Section 21. Owner or Unit Owner. "Owner" or "Unit Owner" means and refers to that person or entity owning a Condominium Unit and when appropriate, the fee simple holder of record title, as shown in the Public Records of Brevard County, Florida.

Section 22. Unit. "Unit" means and refers to a Condominium Unit, as defined herein.

Article III. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment.

Section 1. General. A Condominium Unit is a separate Condominium Parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

Section 2. Upper and Lower Boundaries of the Unit. The upper and lower boundaries of the Condominium Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

A. Upper Boundaries -- the horizontal plane of the bottom of the undecorated finished ceiling.

B. Lower Boundaries -- the horizontal plane of the top of the undecorated finished floor.

Section 3. Perimetrical Boundaries of the Unit. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

Section 4. Limited Common Element. Where a porch, storage area, or other portion of the building or any fixture attached to the building serves only the Unit being bounded, same shall be classified as a Limited Common Element.

Section 5. Common Element. No Condominium Unit shall be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit, nor shall it be deemed to include pipes, wires, conduits or other

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public utility lines running through the Condominium Unit which are utilized for or serve more than one Condominium Unit, which items are by these presents hereby made a part of the Common Elements. A Unit shall be deemed to include the interior walls and partitions which are contained in a Condominium Unit, and also shall be deemed to include the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings of the Condominium Unit, including plaster, paint, wallpaper, and any wallcovering of any similar nature and shall include pipes, wires, conduits or other utility lines running through the Condominium Unit which are utilized for or serve a single Condominium Unit. Parking spaces shall be designated as Common Elements. All streets and adjacent landscaping within the Condominium Property shall be Common Elements.

Section 6. Unit Appurtenances. There shall pass with each Unit as an appurtenance thereto:

- A. An undivided interest in the Common Elements;
- B. An undivided share in the Common Surplus;
- C. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;
- D. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit;
- E. Membership for the Unit Owner in the Association, subject to the rights and obligations of membership therein; and
- F. Such other easements, rights or privileges which, pursuant to the provisions of law, are deemed appurtenances to the Condominium Unit.

Section 7. Exclusive Possession of Unit. The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes 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 Elements, other than Limited Common Elements, and a joint mutual easement for that purpose is hereby created.

Section 8. Owner Required Maintenance. Each Owner shall pay the cost of maintaining all sliding glass doors serving his Condominium Unit; the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit; and of ordinary cleaning and

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maintenance of any porch, or other Limited Common Elements serving his Unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

Section 9. Air Conditioning System. Notwithstanding any of the provisions of this Article III to the contrary, the air conditioning compressors located in or adjacent to the Condominium buildings and the refrigerant and electrical lines running from such compressors to, and the air handler within the individual Units shall be owned by the respective Unit Owners being served by same and shall not be deemed a part of the Common Elements.

Section 10. Covenant Against Partitioning. A Unit may be used only for residential purposes and by no more than five (5) human beings. No Unit may be partitioned or subdivided. Notwithstanding this provision, the Developer shall have the right to utilize four (4) Units of the Condominium for a sales office and models to conduct sales of Units which four (4) Units may be designated by the Developer and may be subsequently changed by the Developer from time to time.

Article IV. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements.

The appurtenant Limited Common Elements and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided and no action for partition shall lie.

Article V. Common Elements

Common Elements includes within its meaning the following items:

Section 1. The Land. The land upon which the improvements are constructed and any other land included in the Condominium Property, as well as all parts of the Condominium Property and improvements which are not included in the Units, all of which are more particularly described and set forth in the plot plan, survey and graphic description attached hereto as Exhibit "B". Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements and easements of support in every portion of a Unit which contributes to the support of the improvements. Common Elements shall further include all personal property held and

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maintained for the joint use and enjoyment of all of the Owners of all such Units.

Section 2. Utility Service Installations. Installations for the furnishing of utility services to more than one (1) Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

Section 3. Encroachments. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

Section 4. Overhanging Structures. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Units or any of them.

Article VI. Condominium Property and Identification of Units.

Section 1. Plot Plan, Survey and Floor Plan. Annexed hereto as Exhibit "B," is a survey of the land being submitted to Condominium ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

Section 2. Unit Identification and Floor Plan. The identification, location and dimensions of each Unit, the Limited Common Elements and the Common Elements appear on the aforescribed Exhibit "B". Each Unit has been given a double alphabetic/numeric designation for purposes of identification so that no Unit has the same designation as any other Unit. The double alphabetic letter denotes the building in which the Unit is located, and the number denotes the Unit designation within the building. Each Unit is described in Exhibit "B" annexed hereto in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit, the Limited Common Elements, and Common Elements appurtenant thereto. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

Article VII. Ownership of Common Elements and Share of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to Unit Owner's Unit which includes but is not limited to the following items:

Section 1. Common Elements. The respective undivided shares, stated as a fraction, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto as Exhibit "F".

Section 2. Common Surplus. Each Unit Owner shall own any Common Surplus of Unit Owner's Unit in the same amount as the

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Common Expenses appurtenant to each Unit are shared, as set forth in Exhibit "F". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus.

Article VIII. Fishing Pier.

Except for the Developer, Unit Owners are absolutely prohibited from constructing boat slips, fishing piers, or any other type of dock adjacent to the Condominium Property on the Indian River. The Developer has the right to construct a single fishing pier adjacent to the Condominium Property on the Indian River prior to the turnover of the Association to non-Developer unit owners. The Developer, on behalf of itself and any successors and assigns to which the Developer may expressly assign the easements reserved in this paragraph, reserves perpetual easements, including, but not limited to, ingress, egress, enjoyment, use, construction, maintenance and operation as may be required by Developer for the construction of a single fishing pier to be located adjacent to the Condominium Property in the Indian River. The Association, following the turnover of the Association to non-Developer unit owners, is also granted the right and the power to construct, maintain, and operate a single fishing pier to be located adjacent to the Condominium Property in the Indian River; provided, however that only one single fishing pier may be constructed adjacent to the Condominium Property in the Indian River. In the event the Developer has constructed a single fishing pier adjacent to the Condominium Property in the Indian River prior to said turnover, then the Association shall have no right to construct a second fishing pier adjacent to the Condominium Property in the Indian River. Notwithstanding anything to the contrary contained in this section, in the event the single fishing pier constructed by the Developer is substantially or completely destroyed, the Association shall have the right to reconstruct or construct a fishing pier; provided, however, that there shall be no more than a single fishing pier adjacent to the Condominium Property in the Indian River at any one time. The Association is also granted the right, prior to the turnover of the Association to non-Developer unit owners, and given the obligation, both prior to and following the turnover of the Association to non-Developer unit owners, to maintain any fishing pier located adjacent to the Condominium in the Indian River. The construction of any fishing pier is subject to obtaining all requisite permits from the applicable governmental authorities, including, but not limited to Army Corps of Engineers, Florida Department of Natural Resources, Florida Department of Environmental Regulation, and St. Johns River Water Management District. Said fishing pier shall be part of the Condominium Property and shall be a Common Element.

Article IX. Amendment to Declaration.

Section 1. Procedure to Amend. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered as follows:

Proposals to amend existing provisions of the Declaration shall contain the full text of the provisions to be amended. New words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration of Condominium. See Article \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

B. An amendment may be proposed by either a majority vote by number of the Board of Directors of the Association, or by sixty-six and two-thirds percent (66 2/3%) of all of the Association Members Entitled To Vote and who own a Condominium Parcel. Directors and Members Entitled to Vote who own a Condominium Parcel and are not present in person or by proxy, at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

(1) Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the vote of all of the Association Members Entitled To Vote; or

(2) Not less than ninety percent (90%) of the vote of all of the Association Members Entitled To Vote; or

(3) Until the first election of Directors by the Unit Owners as provided for in the By-Laws of the Association, only by all of the Directors.

Section 2. Covenant Against Certain Types of Amendments. No amendment shall change any Condominium Parcel nor a Unit Owner's proportionate share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless not less than seventy-five percent (75%) of the vote of the entire membership of the Association and record Owners of

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mortgages of not less than seventy-five percent (75%) of all mortgaged Units shall join in the execution of the amendment.

Section 3. Amendments Impairing Rights of Mortgagees Prohibited. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees without the consent and joinder of said mortgagees.

Section 4. Developer Permitted Amendments. Notwithstanding the foregoing paragraphs, the Developer reserves the right to change the interior designs and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the party wall between any Units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any Institutional Mortgagee whose mortgage encumbers the said altered Units. The survey shall be certified in the manner required by the Act. If more than one (1) Unit is concerned, the Developer shall apportion between the Units the shares in the Common Elements appurtenant to the Units concerned, together with apportioning Common Expenses and Common Surplus of the Units concerned. Such shares of Common Elements, Common Expenses and Common Surplus shall be duly noted in the amendment of the Declaration.

Section 5. Condominium Document Errors and Omission. In the event it shall appear that there is an error or omission in this Declaration or in any exhibits thereto, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

A. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

B. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the Association Members Entitled To Vote and Members Entitled To Vote not present in person or by proxy at the meeting considering the amendment may express their approval by a writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

(1) Not less than thirty-three and one-third percent (33-1/3%) of the entire membership of the Board of Directors and by not less than ten percent (10%) of the votes of all of the Members Entitled To Vote who own a Condominium Parcel;

or

(2) Not less than twenty-five percent (25%) of the Members Entitled To Vote who own a Condominium Parcel; or

(3) 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, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida.

Section 6. Developer Consent to Amendments. Until the last Unit within the Condominium is delivered to purchasers, no amendment to this Declaration or any of its appended exhibits shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of any Unit(s) by the Developer.

Section 7. Association Certificate Required to Amend. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment aforesaid shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Brevard County, Florida.

Section 8. Scrivener's Errors. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend this Declaration and the exhibits hereto so as to correct any errors, omissions, or surveyor's or scrivener's errors, not affecting the rights of Unit Owners, lienors or mortgagees. Such amendments need only be executed and acknowledged by Developer and need not be approved or joined in by Unit Owners, the Association, lienors, mortgagees or any other individual or entity, whether or not elsewhere required for amendments.

Article X. The Association; Its Powers and Responsibilities.

Section 1. Association to Govern Condominium. The Condominium is governed and administered by Sunrise Village Condominium Association, Inc., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association are annexed hereto and made a part hereof as Exhibit "C". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Article IX of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records of Brevard County, Florida, to be effective, unless such recording is otherwise required by law. No amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common

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Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit, unless the record Owner(s) thereof and all record holders of mortgages upon such Unit or Units join in the execution of such amendment.

Section 2. Association Powers and Duties. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereto and made a part hereof as Exhibit "D" but, in addition thereto, the Association shall have all of the powers and duties set forth in the Act, Chapters 607 and 617, Florida Statutes, as applicable and not in conflict with the Act or the provisions of the Declaration of Condominium and all powers and duties granted to or imposed upon it by this Declaration, including:

A. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association may retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any entry;

B. The power to make and collect Assessments and to lease, maintain, repair and replace the Common Elements;

C. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours;

D. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior surface of his Unit and the Limited Common Elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit; and

E. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Condominium Unit Owners, all of whom shall be subject to such rules and regulations.

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Section 3. Amendment of By-Laws. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

Section 4. Voting By Unit Owners. Each Unit shall be entitled to one (1) vote to be cast in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

Section 5. Association Records. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

Section 6. Association Insurance Coverage and Exposure. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to intervene and defend.

Article XI. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

Section 1. By the Association. The Association shall maintain, repair and replace at the Association's own expense:

A. All Common Elements, excluding Limited Common Elements;

B. All portions of the Units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to any portion of the Condominium Property which is not part of a Unit, the outside walls of the building, and load-bearing columns;

C. All conduits, ducts, plumbing, air-conditioning, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained; and

D. All property owned by the Association.

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

Section 2. By the Condominium Unit Owner. The responsibilities of each Condominium Unit Owner shall be as follows:

A. To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be all Limited Common Elements appurtenant to a Unit Owner's Unit, all windows, screens and doors opening into or onto owner's Unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners;

B. To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air-conditioning and heating system and related machinery and equipment, both inside and outside Unit Owner's individual Condominium Unit;

C. Within the Unit or porch Limited Common Element to maintain, repair and place at Unit Owner's expense all fans, stoves, refrigerators, dishwashers, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit. The floor and interior walls of any foyer or private garden area of a Condominium Unit shall be maintained by the Owner thereof at Owner's expense;

D. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building or any stucco portion of the Unit or Unit Limited Common Elements;

E. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association; and

F. No Condominium Unit Owner, other than the Developer, shall make any alterations in the portions of the Condominium Property which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the Condominium Property or impair any easement, without first obtaining approval from the Board of Directors of the Association.

Section 3. Alteration and Improvement of Common Elements. There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of Members Entitled To Vote who own a Condominium Parcel casting not

less than sixty-six and two-thirds percent (66-2/3%) of the total votes and who are present in person or by proxy at any regular or special meeting of the Association called for that purpose. The cost of the foregoing shall be Assessed as Common Expenses of the Condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of Unit Owner(s) requesting same, then the cost of such alterations or additions shall be levied against and collected solely from the Unit Owners exclusively or substantially exclusively benefiting therefrom, and the cost shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit the Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors of the Association and ratified by not less than seventy-five percent (75%) of the total votes of the Members Entitled To Vote who own a Condominium Parcel and exclusively or substantially exclusively benefiting therefrom; and where said Members Entitled To Vote who own a Condominium Parcel are ten (10) or less, the approval of all but one (1) of such Members Entitled To Vote who own a Condominium Parcel shall be required.

Section 4. Alteration of Unit. Except as provided in Article XXX hereinafter, no Owner of a Condominium Unit shall make or cause to be made any structural modifications or alterations or replacements in said Unit Owner's Unit, or the exterior doors of said Unit Owner's Unit, or in the water, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the building. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same, if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom. No Unit Owner shall cause any improvements or changes to be made to the exterior of a Condominium building, including but not limited to painting, installation of electrical wires, television antennae, or air-conditioning systems which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within the Unit, without consent of the Association. No Unit Owner or any other person shall install upon the roof or exterior of the building upon the Condominium Property or upon the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing, without the consent of the Association.

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Section 5. Liability of Unit Owner. Should a Unit Owner undertake unauthorized additions or modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Common Elements, and the Association shall have the right to repair the same and the cost of same shall be levied against the said Unit Owner.

Section 6. Insurance Proceeds. Whenever any maintenance, replacement and repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

Article XII. Enforcement of Maintenance.

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the 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 levy, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision. Further, in the event a Unit Owner violates any of the provisions of Article XI above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner.

Article XIII. Common Expenses.

Section 1. Included Common Expenses. Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by this Declaration and the By-Laws of the Association.

Section 2. Water, Sewer, and Garbage Expenses. All costs of water, trash and garbage collection and sewage service to the Condominium Property, excluding the Condominium Units, shall be Common Expenses of the Condominium.

Section 3. Unit Owners Share of Common Expenses. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "F" attached hereto.

The foregoing percentage of sharing Common Expenses and Assessments shall remain, regardless of the purchase price of the Condominium Units or their locations.

Article XIV. Assessments; Liability, Lien and Priority; Interest; and Collection.

Assessments for Common Expenses shall be collected pursuant to the following provisions and Article XIII.

Section 1. Determination of Common Expenses. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, except as provided in Article XIV, Section 9. below, shall be liable for all Assessments, either general or special, coming due while the Owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

Section 2. Assessment and Collection of Sufficient Amounts To Fund Budget. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may Assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by all Unit Owners in the proportions or shares set forth in Article XIII hereof pertaining thereto. Assessments, general or special, shall be payable in advance, quarterly or monthly, in such installments and at such times as may be fixed by the Board of Directors.

Section 3. Assessment of Reserves. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional Assessments to meet such needs of the Association.

A. The Board of Directors of the Association, in assessing for Common Expenses shall include therein a sum to be collected and maintained as a reserve fund for replacement of portions of the Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements as well as the replacement of personal property which may be a portion of the Common Elements.

B. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as general operating capital which shall be used to provide unforeseen or emergency expenditures. Such sums may also be used to meet deficiencies from time to time

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existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

Section 4. Assessments Held For Benefit of Unit Owners. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from Assessments may be commingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a Member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

Section 5. Inability To Avoid Assessments. Liability for Assessments may not be avoided by abandonment of a Unit, by waiver of the use of the Common Elements or any other property which an Owner is entitled to use or enjoy.

Section 6. Failure to Timely Pay Assessments. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of interest set forth in the By-Laws of the Association but in no event for an amount greater than the then highest interest rate permitted by law. Additionally, the failure to pay any Assessment, within ten (10) days from the date due shall entitle the Association to levy a handling charge in an amount established from time to time by the Association against the defaulting Unit Owner. Payments made shall be applied to interest first and then to principal. The Association shall furnish to the mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

Section 7. Lien for Unpaid Assessments. The Association is hereby granted a lien on each Condominium Unit, except that such lien shall be subordinate to prior bona fide liens of record, and which lien shall secure the payment of all monies due from each Unit Owner for which he is liable to the Association, including all Assessments and interest, and costs and reasonable attorneys' fees incurred as an incident to the collection of the Assessments or enforcement of said lien. The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances that may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall be

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entitled to interest at the highest then legal rate of interest on any such advances made for such purposes. The lien shall be effective, have priority and be collected as provided by the Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

Section 8. Foreclosure of Liens. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association in the discretion of a court may be entitled to rental from the Owner of any Condominium Unit from the date on which the payment of any Assessment thereof became delinquent, and may be entitled to the appointment of a receiver for said Condominium Unit. Any rental required to be paid should be equal to the rental charged on comparable type of Condominium Units in Brevard County, Florida.

Section 9. Acquiring Title To Unit By Foreclosure. Where the mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit by a purchase at the public sale resulting from the mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title, acquirer's successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be collectible from all of the Unit Owners, including such acquirer, acquirer's successors and assigns. It is understood that such acquirer shall be liable for acquirer's share of Common Expenses or Assessments attributable to acquirer's Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of such Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

Section 10. Certificate of Assessments. Within fifteen (15) days after a request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all Assessments, and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any other person other than the Unit Owner who relies upon such certificate shall be

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protected thereby. The Association shall be entitled to collect a nominal fee for preparing the certificate.

Article XV. Exemption of Developer.

Section 1. Exemption from Payment of Assessments. The Developer shall be excused from the payment of Common Expenses, as provided in section 718.116(8), Florida Statutes, for the period commencing from the date of recordation of this Declaration of Condominium and expiring at the end of a period including the remaining days in the month of recordation plus twelve (12) full calendar months thereafter. For example, if the condominium declaration is recorded on June 25th, the end of twelve (12) full calendar months would be computed by counting twelve (12) full and complete months starting with July, because July is the first full calendar month after June 25th. However, during said period of time, the Developer will pay that portion of the Common Expenses which exceeds the amounts Assessed against all other Unit Owners. During said period, the Developer guarantees that Common Expenses shall not exceed \$189.30 per quarter per Unit (\$63.10 per month, payable quarterly, for an annual total of \$757.15).

Article XVI. Limitation of Liability.

Section 1. Liability for Common Expenses. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which such Unit Owner is Assessed from time to time in accordance with this Declaration or the By-Laws, including any interest, penalties, costs or attorneys' fees provided for therein in the event of delinquency.

Section 2. Liability for Damages. A Unit Owner may be personally liable for any damages caused to the Association in connection with the use of the Common Elements, but only to the extent of the Unit Owner's prorata interest in the Common Elements; provided, however, that such liability shall not exceed the value of the Owner's Unit. A Unit Owner shall also be liable for injuries or damages resulting from an accident in such Unit Owner's Unit to the same extent and degree that the Owner of a single-family detached dwelling would be liable for an accident occurring within such owner's single-family detached dwelling.

Article XVII. Liens.

Section 1. General. No liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole, as distinguished from individual Units, except with the unanimous consent of the Unit Owners.

Section 2. Lien for Labor, Materials or Work. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to Unit Owner's Unit, such labor or materials may not be the basis for the filing of a lien

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against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon, unless authorized by the Association in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

Section 3. Lien On More Than One Unit of Association Member. In the event a lien against two (2) or more Condominium Units becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

Article XVIII. Easements. Each of the following non-exclusive easements are reserved through the Condominium Property and any and all lands hereafter conveyed to the Association as easements and covenants binding upon and running with the title to the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

Section 1. Drainage and Utilities. Perpetual, nonexclusive easements are reserved to the Developer, the Association or such utility companies to which the Developer or Association may assign its easements, for and on behalf of the Developer, the Association, the assignee utility companies, and Unit Owners, as may be required for the entrance upon, construction, maintenance and operation of utility services, surface and storm water management and drainage facilities, cable television system, security, and such other equipment as may be required to adequately serve the Condominium Property, throughout the Condominium Property, it being expressly agreed that the Developer and any of its successors or assigns, the Association, the utility company and any other person benefitted hereby making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility or storm water management and drainage facilities. The easements herein reserved shall include, but shall not be limited to, an easement for purposes of construction, maintenance, restoration, and when appropriate, deactivation of such utilities within the Common Elements. Provided, however, easements herein reserved which necessitate entry through a Unit, shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner. In addition, easements are reserved to the foregoing persons and entities, including the Developer, for such further utility or drainage easements over and across the Condominium Property as may be required from time to time to serve the Condominium Property.

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Section 2. Encroachments. In the event that any Unit or other substantial improvement now existing or intended to be constructed shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment and for maintenance of same for so long as the encroachment shall exist, including, where necessary, reconstruction and repair.

Section 3. Use and Enjoyment and Pedestrian and Vehicular Traffic. A perpetual, non-exclusive reciprocal easement in favor of each Unit Owner of the Condominium Property, the Developer, and the Association for ingress and egress shall exist over, through and across sidewalks, paths, walks, lanes and other portions of the Common Elements as may be intended and designated from time to time for such purposes and uses including ingress and egress to the Units; for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time be paved and intended for such purposes, and for use and enjoyment of the Common Elements; and such easements shall be for the use and benefit of the Association, Developer and Unit Owners and those claiming by, through or under the aforesaid, including the Developer; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property, except to the extent that space may be specifically designated or assigned for parking purposes. The rights herein granted to Unit Owners shall be appurtenant to and pass with the title to the Unit Owner's Unit.

Section 4. Developer. Until such time as the Developer has completed the contemplated development of and sold all Units contained in the Condominium, easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required by Developer, its successors in interest and assigns for the completion of the contemplated improvements and sale of Units in the Project. Neither the Unit Owners, nor the Association nor their use of the Condominium Property shall interfere in any way with such completion and sale or other disposition of the Condominium by the Developer.

Section 5. Savings Clause. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association (without merger) for the purpose of allowing the original party to whom the easements were originally granted the benefit of such easement, and the Unit Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their

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behalf as may be hereafter required or deemed necessary for the purpose of creating such easement.

Section 6. Support. The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

Section 7. Additional Easements. The Developer, during any period in which there are any unsold Units in the Condominium, and the Association each shall have the right to grant such additional electric, security, telephone, gas, cable television or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium Property of, or for the general health or welfare of the Unit Owner, or for the purpose of carrying out any provisions of this Declaration; provided, that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association or any Unit Owner shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

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Section 8. General. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

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Article XIX. Conveyances, Sales, Rentals, Leases and Transfers.

In order to insure a community of congenial residents and occupants and to protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale, leasing, rental and transfer of Units, by any Owner other than the Developer, shall be subject to the following provisions:

Section 1. Conveyances, Sales and Transfers. Prior to sale, conveyance or transfer (excluding lease or rental) of any Condominium Unit, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address

of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within five (5) business days from receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Unit Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale within five (5) business days, the failure to act as aforesaid shall be considered approval of the sale. In the event the Board of Directors disapproves the proposed sale, the Association shall be obligated to purchase the subject Condominium Unit on the same terms and conditions. Neither the Association nor any Unit Owner shall have any right of first refusal regarding any sale of a Unit.

An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale of a Unit to certain persons, shall be conclusive evidence of such fact. An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale and that the Board of Directors disapproved or failed to act on such proposed sale, and that thereafter all the provisions hereof which constitute conditions precedent to a sale of a Unit have been complied with, so that the sale of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold.

Section 2. Rental or Lease. A Condominium Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. In the event that the Association By-Laws provide that the Board of Directors shall have a right to approve or disapprove the leasing or rental of any Unit, the approval of the lease or rental of a Condominium Unit shall not release the Member from any other obligation under this Declaration. If the proposed lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the Condominium Unit. Notwithstanding any other covenant contained in this Declaration or the Association By-Laws, no lease of a Unit shall be for less than a period of thirty (30) days duration, and no lease shall be for the use of more than one (1) family, a family being and consisting of five (5) or less individuals whether related or not.

Section 3. Corporate Purchaser. If the purchaser or lessee is a corporation, any required approvals stated herein may be conditioned upon the approval by the Association of all occupants of the Condominium Unit.

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Section 4. Approval of Mortgage of Unit. No Unit Owner may mortgage the Unit Owner's Unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee or purchase money mortgagee or to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

Section 5. Unauthorized Sale, Lease or Mortgage Void. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

Section 6. Screening Fee. There shall be deposited and delivered to the Association, a reasonable screening fee not to exceed \$50.00, simultaneously with the giving of notice of intention to sell or lease, for the purpose of defraying the Association's expenses. It is understood that no fee shall be collected in connection with a transfer or approval in excess of the expenditures reasonably required. No charge shall be made in connection with an extension or renewal of a lease. This Article XIX shall not be applicable to a sale, conveyance, transfer, or lease by a Unit Owner to anyone in the Unit Owner's immediate family (i.e., spouse, children or parents); or, if a Unit is owned by a form of co-tenancy, to transfers from one co-tenant to the other co-tenant. The foregoing provision shall also not be applicable to the transfer or lease of Units from: (1) a trustee to its beneficiary; (2) a beneficiary to its trustee; and (3) a Unit Owner to a corporation where the Unit Owner is a principal shareholder.

Section 7. Association's Right of Consent. The Board of Directors of the Association shall have rights in this Declaration to withhold consent and approval of prospective Unit lessees, to any lease, bequest, devise or otherwise in the event the prospective Unit Owner or lessee, by being such a Unit Owner or lessee, would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or the exhibits hereto.

Section 8. Judicial Sale. No judicial sale of a Unit or any interest therein shall be valid unless:

A. The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or

B. The sale is a result of a public sale with open bidding.

Section 9. Association Held Harmless. The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article XIX, or for the method or manner of conducting the investigation. The Association and its agents or employees shall never be required to specify any reason for disapproval.

Section 10. Conveyance By Institutional Mortgagee. The foregoing provisions of this Article XIX shall not be construed to apply to a transfer to or purchase by an Institutional Mortgagee, and/or its assignee or nominee, that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings. Such provisions shall not apply to a transfer, sale or lease by an Institutional Mortgagee, and/or its assignee or nominee, that so acquires its title. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Article XIX, and without the approval of the Association or payment of any screening fee.

Article XX. Obligations of Unit Owners.

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

Section 1. Duty To Pay Assessments. Promptly pay the Assessments levied by the Association, and to comply with the provisions of this Declaration.

Section 2. Duty to Maintain Unit. Maintain in good condition and repair such Unit Owner's Unit and Limited Common Elements appurtenant thereto and all interior surfaces within or surrounding such Unit Owner's Unit (such as the surfaces of the walls, ceilings, floors), whether a part of the Unit or Limited Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to such Unit Owner's Unit.

Section 3. Duty To Avoid Insurance Rate Increases. Not permit or suffer anything to be done or kept in such Unit Owner's Unit which will increase the insurance rates on such Unit Owner's Unit or the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in such Unit Owner's Unit, on the Common Elements.

Section 4. Duty To Conform To Association By-Laws and Rules. Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using such Owner's property by, through or under such Owner do likewise.

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Section 5. Duty To Repair. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, or to any outside or exterior portion of the building, except as set forth hereinbefore.

Section 6. Signs. Subject to Article XXXIV of this Declaration, show no sign, advertisement or notice of any type on the Common Elements or such Owner's Unit, except as may be provided for in the rules and regulations of the Association.

Section 7. Plumbing and Electrical Wiring. Make no repairs to any plumbing or electrical wiring except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

Section 8. Duty To Pay Taxes. Return his Condominium Parcel for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against such Condominium Parcel.

Section 9. Duty To Conform To Declaration, Association By-Laws and Rules. Conform to and abide by the Declaration covenants and the Association By-Laws and uniform rules and regulations in regard to the use of the common improvements, as that term is defined in the Declaration which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using such Owner's property by, through or under such Owner do likewise.

Article XXI. Insurance.

Section 1. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all real or personal property owned or operated by the Association and all of the Common Elements and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time; provided that the minimum amount of coverage shall be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, officer's and Directors liability, hired automobile, non-owned automobile, all premises and operations, and, if possible, any liability stemming or arising out of lawsuits related to employment contracts of the Owner's Association. Such insurance may include errors and omissions liability insurance for Directors. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

Section 2. Casualty Insurance -- Purchase of Insurance. The Association shall obtain "all risk" insurance, hazard insurance protecting all Condominium buildings, including fixtures, installations, or additions comprising that portion of the Condominium buildings within the interior unfinished surface of the perimeter walls, floors, and ceilings of the individual Units, excluding floor coverings, wall or ceiling covers, all as initially installed, flood insurance, if available, and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest and benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and Assessed as a Common Expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, shall be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policyholder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium.

Section 3. Unit Owner's Insurance. Insurance policies issued to Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any policy covering the same property without rights of subrogation against the Association.

Section 4. Loss Payable Provisions -- Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any banking institution having trust powers and doing business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall not be liable for: 1) the payment of premiums; 2) the renewal or the sufficiency of policies; 3) the failure to collect any insurance proceeds; or 4) the form or content of the policies. The sole 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, and for the benefit of the Association, the Unit Owners and their respective mortgagees (sometimes hereinafter collectively referred to as "Beneficial Owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

A. Common Elements. Proceeds on account of damage to Common Elements shall be an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to Unit Owner's Unit.

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B. Condominium Units. Proceeds on account of Condominium Units shall be in the following undivided shares:

(1) Partial destruction, when Units are to be repaired and restored for the Owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner.

(2) Total destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereafter in this Article for the Owners of all Condominium Units, each Unit Owner's share being in proportion to such Unit Owner's share in the Common Elements appurtenant to Unit Owner's Condominium Unit.

C. Mortgagees. In the event an institutional mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium, shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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Section 5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

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A. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, 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, all remittances to Unit Owners and their mortgagees being payable jointly to them, or to the Association and its mortgagee being payable jointly to them, as the case may be. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

B. Failure to Reconstruct or Repair. If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This

is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to real or personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner elsewhere stated.

C. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President and Secretary of the Association, as to the names of the Unit Owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

Section 6. Loss Within a Single Unit. If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the Beneficial Unit Owner(s), with remittance by the Insurance Trustee to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

Section 7. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with Sunrise Village, a Condominium, the term "Very Substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total Unit space in Sunrise Village, a Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage placed becomes payable.

Section 8. Loss Less Than "Very Substantial". Where a loss or damage occurs to more than one Unit and/or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "Very Substantial," it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "Very Substantial":

A. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

B. If the damage or loss is limited to the Common Elements, with minimum or no damage or loss to any individual Unit, and if such damage or loss to the Common Elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

C. If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as the Common Elements, or if the damage is limited to the Common Elements alone but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that in the case of damage or loss to the Common Elements or Units and upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a Unit, then its right to approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in Sunrise Village, a Condominium. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforesaid, shall have the right to require the general contractor performing the reconstruction to obtain a performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

D. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

E. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair, or for the actual cost thereof if the work has actually been done, the Association shall promptly, upon determination of

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the deficiency, levy a special charge: 1) against all affected Unit Owners in proportion to the Unit Owners' prorata share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements; or 2) against the individual Unit Owners for that portion of the deficiency as is attributable to Unit Owner's individual Unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individually damaged Unit(s), then the Board of Directors shall levy the charge for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special charge funds shall be delivered by the Association to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

F. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and Unit Owner's Unit shall be subject to special Assessment for such sum.

Section 9. "Very Substantial Damage" to Condominium Property. Should "Very Substantial" damage occur to the Condominium Property seventy-five percent (75%) or more of the Unit space therein, then:

A. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and the net amount of insurance proceeds available for restoration and repair.

B. Thereupon, a meeting of Members of the Condominium Property shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of said membership with reference to abandonment of the Condominium Property, subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost

thereof, so that no special Assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the Association Members Entitled To Vote who own a Condominium Parcel shall vote to abandon the Condominium Property, in which case the Condominium Property shall be removed from the provisions of the Act, in accordance with Section 718.117 of the Act.

(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the cost thereof, so that a special Assessment will be required, then if a majority of the total votes of the Members Entitled To Vote who own a Condominium Parcel vote against such special Assessment and vote to abandon the Condominium Property, then it shall be so abandoned, and the Condominium Property removed from the provisions of the Act in accordance with Section 718.117 of the Act. In the event a majority of the total votes of the Members Entitled To Vote who own a Condominium Parcel vote in favor of a special Assessment, the Association shall immediately levy such Assessments, and there upon, the Association shall proceed to negotiate and contract for such repairs. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the Condominium Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the Condominium Property, as provided in Article XXI hereinabove. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium and to vote a special Assessment, the Unit Owner shall be obliged to replenish any funds so paid over to his mortgagee. Said Unit Owner and his Unit shall be subject to special Assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "Very Substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all Unit Owners.

Section 10. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless in the case of the Condominium Property the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the Beneficial Owners of the fund in the manner elsewhere stated.

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Section 11. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed. If any change contrary to the foregoing is contemplated, the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible mortgagees are allocated, shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

Section 12. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims. The Association shall obtain at the request of any Unit Owner, a certificate of insurance from the insurer that the requests of Sections 1 and 2 of this Article have been satisfied.

Section 13. Workers' Compensation. A workers' compensation policy shall be obtained by the Association to meet the requirements of law.

Section 14. Fidelity Bond. Blanket fidelity bond coverage shall be required for all officers, directors, and employees of the Association, all persons handling, or responsible for, funds of or administration of funds of the Association. When a management company or agent has responsibility for handling or administering funds of the Association, the management company or agent shall be required to maintain fidelity bond coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of the Association. Said fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of the funds, including reserve funds, in the custody of the Association, management agent, or depository/financial institution, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of said bonds be less than a sum equal to three (3) months aggregate Assessments, all including reserve funds.

Section 15. Liability Insurance. Each Unit Owner shall purchase, at Unit Owner's expense, liability insurance to cover accidents occurring within such Unit Owner's Unit and shall purchase insurance upon the Unit Owner's personal property, and such insurance, where applicable, shall provide that the coverage afforded by such policies is excess over the amount recoverable under any policies covering the same property maintained by the Association. Said policy shall contain a waiver of subrogation against the Association.

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Section 16. Waiver of Subrogation and Claims. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried; provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

Section 17. Failure of Association To Procure Insurance. If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right, but not the obligation to obtain and pay for the policies and be subrogated to the Assessment and lien rights of the Association with respect to said payments.

Article XXII. Eminent Domain or Condemnation Proceedings.

Section 1. Action to Contest Condemnation. The Board of Directors of the Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Elements or which touches upon, concerns or affects the use of the Common Elements. No Unit Owner or tenant of a Unit shall impair or prejudice the action of the Board of Directors in contesting such condemnation. Such restriction or prohibition shall not preclude a Unit Owner or tenant of a Unit from contesting the taking in such condemnation or eminent domain proceeding of the Unit owned or rented by such Unit Owner or tenant or of any trade fixtures or other equipment located in the Unit so owned or rented. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Directors of the Association shall request the court to set forth the allocation of the condemnation award among the Association and Unit Owners affected, taking into account the respective percentage interests in the Common Elements, the effect of the taking on each Unit affected thereby and any other relevant factors.

Section 2. Termination of Condominium after Partial Taking by Condemnation. If any condemnation or eminent domain proceeding results in the taking of:

A. Two-thirds (2/3) or more of the land comprising the Condominium Property or one-half (1/2) or more of the buildings containing Units on the Condominium Property, and Owners and mortgagees of Units having seventy-five percent (75%) of the interest in the Common Elements resolve to terminate SUNRISE VILLAGE, a Condominium; or

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B. Less than two-thirds (2/3) of the land comprising the Condominium Property, but such taking substantially affects the use of the Condominium Property, or less than one-half (1/2) of the buildings containing Units, and Owners and mortgagees of Units having fifty-one percent (51%) of the interest in the Common Elements resolve to terminate SUNRISE VILLAGE, a Condominium; the Condominium shall be terminated and the net proceeds of the award from the condemnation or eminent domain proceeding shall be considered one fund and shall be divided among all the Unit Owners in SUNRISE VILLAGE, a Condominium in proportion to their respective common interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of such owner's share all liens on such owner's Unit.

Section 3. Distribution of Condemnation Awards. Except as provided in Section 2 above and excluding any award obtained by a Unit Owner for the Unit or for any trade fixtures or other equipment, in the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings as to the Common Elements taken shall be paid to the Insurance Trustee, if one has been designated, if the award is more than \$5,000.00 and to the Board of Directors if there is no Insurance Trustee, and to the Board of Directors if the award is \$5,000.00 or less. The Board of Directors shall arrange for the repair, restoration or replacement of such Common Elements to the extent reasonably possible and pursuant to the requirements of Article XXI, Section 12 of this Declaration, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

If there shall be a surplus of such proceeds, or if the Board of Directors cannot reasonably repair, restore or replace the Common Elements taken, the proceeds relative to the taking of Common Elements shall be distributed among the Unit Owners as directed by the court, taking into account the respective percentage interests in the Common Elements of the Units affected thereby and any other relevant factors, with such proceeds being payable jointly to the said Unit Owners and their mortgagees.

Section 4. Condemnation Provisions Subject to Existing Law. All provisions of this Article XXII are subject to interpretation in accordance with the laws in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of this Article XXII be deemed illegal at such time, the distribution of proceeds shall be as a court of competent jurisdiction shall determine.

Article XXIII. Rules and Regulations.

Section 1. As to Common Elements. The Board of Directors may, from time to time, adopt or amend previously adopted

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administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, post in conspicuous places on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

Section 2. As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s); provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in conspicuous places on the Condominium Property.

Section 3. Rules and Regulations. The rules and regulations shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by a majority vote or consent of the Board of Directors, and no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the By-Laws or recordation in the Public Records of Brevard County, Florida, unless said rule or regulation is set forth in Section 4 below. The Rules and Regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "E" and made a part hereof as though set out in full.

Section 4. Initial Rules and Regulations. Whether stated in the officially posted rules and regulations for the Condominium Property, the following rules and regulations shall be deemed to be in effect at all times, unless this Declaration is amended:

A. Unit Owners are responsible for policing porch areas to make certain that the porch areas are devoid of trash, rubbish, towels, newspapers, magazines, clothing, or debris, except during such time as the porch areas are in active use by the Unit Owner (Unit Owner present in porch area), a guest, or the lessee of the Unit Owner. The Association is specifically granted the power to regulate the type and amount of furniture and plants to be placed on any porch area.

B. All parking spaces are Common Elements and are unassigned to Unit Owners. However, the Association Board of Directors is specifically delegated the power to assign parking spaces to Unit Owners and to change those assignments from time to time, as the Association may deem to be appropriate.

C. The Association Board of Directors is specifically granted the power to promulgate rules and regulations with regard to the design and color of hurricane shutters and drapery liners that may be visible from outside a Unit.

Article XXIV. Maintenance Contracts.

If there shall become available to the Association a program of contract maintenance for all appliances and/or all air-conditioning compressors serving individual Condominium Units which the Association determines is for the benefit of the Unit Owners to consider, then, upon resolution of the Unit Owners by a majority of those Members Entitled To Vote and voting in person or by proxy at a special meeting of the Association at which a quorum is present, or by a majority of all of the Members Entitled To Vote in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a Common Expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the Members being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program. Such undertakings shall not be a Common Expense of the Condominium, but the Association may arrange for the collection of the contract costs from the Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper, and require from the Unit Owners electing in such written undertakings, as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

Article XXV. Management Agreement.

The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority and direction of the Board of Directors.

Article XXVI. Maintenance Standards.

There shall be no Maintenance Standards Committee, unless appointed by the Association for such responsibilities as dictated by the Board of Directors for the Association. The Board of Directors shall make all determinations with regard to color and style of the building exterior.

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Article XXVII. Termination of Condominium.

Sunrise Village, a Condominium may be terminated in the following manner:

Section 1. Destruction. If it is determined in the manner provided in Article XXI that the Condominium Property shall not be reconstructed, and that Sunrise Village, a Condominium will be terminated.

Section 2. Agreement. As provided in Section 718.117 of the Act, Sunrise Village, a Condominium may be terminated at any time by the approval in writing of all Unit Owners who own a Condominium Parcel and all holders of record of mortgages on Condominium Units who own a Condominium Parcel. If the proposed termination is submitted to a meeting of the Association, and if the approval of the Members Entitled To Vote who own a Condominium Parcel of not less than seventy-five percent (75%) of the Common Elements and their mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Member Entitled To Vote who owns a Condominium Parcel and voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the disapproving Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

B. Price. The sales price for each Condominium Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the deliver of said Agreement. In the absence of agreement on the price of any Condominium Unit, the price shall be determined by an appraiser appointed by the Chairman of the Local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

C. Payment. The purchase price shall be paid in cash.

D. Form. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Brevard County, Florida.

E. Closing. The sale of all Condominium Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Condominium Unit to be purchased.

Section 3. Certificate. The termination of Sunrise Village, a Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Brevard County, Florida.

Section 4. Shares of Owners After Termination. After termination of Sunrise Village, a Condominium, the Unit Owners shall own the Condominium Property and prorata shares of all assets of the Association as tenants in Common of undivided shares with the Association that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal one hundred percent (100%). Any such termination shall in no manner affect the rights and obligations of the Unit Owners to each other pursuant to this Declaration.

Section 5. Amendment. This Article XXVII concerning termination cannot be amended without the written consent of all Unit Owners, all record Owners of mortgages upon the Condominium Units and the Developer, so long as it holds at least one (1) Unit in the Condominium for sale in the ordinary course of business.

Article XXVIII. Assignability of Rights of Developer.

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter specifically designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the Developer.

Article XXIX. Execution of Documents Required by Governmental Entities.

The Developer's plan for the development of this Project may require, from time to time, the execution of certain documents required by municipal, county, the state or the federal government(s). To the extent that said documents require the joinder of any or all Unit Owners, each of said Owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute Said documents as his agent and in his place and stead.

Article XXX. Changes in Developer-Owned Units.

The Developer has the right, without the vote or consent of the Association, to make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; change the layout or number of rooms in any Developer-owned Units; change the size and/or number of Developer-owned Units by subdividing one (1) or more Developer-owned Units into two (2) or more separate Units, combining separate Developer-owned Units, including those resulting from such subdivision or otherwise, into one or more Units, or otherwise; reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof, unless the Owners of such Units shall consent thereto. Further, the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in such cases. The provisions of this Article XXX may not be added to, amended or deleted without the prior written consent of the Developer, so long as the Developer holds at least one (1) Unit in the Condominium for sale in the ordinary course of business.

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Article XXXI. Pets and Occupancy.

No pet or animal shall be kept or harbored in the Condominium Property or within the confines of the Condominium Unit, without the prior written consent of the Association. Provided, however, domesticated cats, domestic fish, or domestic birds may be kept in any Unit in the building as long as the pet is confined to the interior of the Unit and subject to the matters hereafter stated. No canine that is not domesticated or that weighs in excess of twenty-nine (29) pounds shall be permitted on the Condominium Property at anytime. Moreover, domesticated canines shall be maintained and allowed in Units of the buildings; provided that the animal may only be walked on areas designated on the Condominium Property for such purposes, and the owner of the pet or animal shall be responsible for cleaning up any excretions of said pet or animal. No pet or animal shall be maintained or harbored within a Condominium Unit that would create a nuisance to any other Unit Owner. A determination by the Board of Directors that a pet or animal maintained or harbored within a Condominium Unit creates a nuisance or is a non-domestic cat, fish or bird, shall be conclusive and binding on all parties.

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Article XXXII. Expansion of or Addition to Recreation or Common Areas.

The Developer reserves the right, but is not obligated, to expand, add to, or modify the recreation or common areas.

Article XXXIII. Remedies.

Section 1. Relief. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party, including but not limited to a Unit Owner, the Association, or the Developer, to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association, or if appropriate, by one (1) or more Unit Owners, and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

Section 2. Costs and Attorneys' Fees. In any proceeding including but not limited to civil trials, administrative hearings, or appeals, arising because of an alleged default, act, failure to act, or violation by a Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its exhibits, the Association (if it is not a Defendant), whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event the proceedings are instituted by or against the Developer or any affiliated company of the same or any individual connected with the same (including, but not limited to the parent company of the Developer or the initial Directors of the Association) for any reason whatsoever, including but not limited to: (i) actions for declaratory judgment; (ii) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its exhibits; or (iii) that any provision of the same is unconscionable, unfair or the like or violates any state or federal law or regulation, and if the Developer and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Brevard County for the purpose of testifying at trial or deposition; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the

said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

Section 3. No Waiver. The failure of the Association, the Developer, or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws, or the Rules and Regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to Association, the Developer, and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of election of remedies.

Section 5. Venue; Waiver of Trial by Jury. Every Unit Owner and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the Eighteenth (18th) Judicial Circuit, in and for Brevard County, Florida or the United States District Court, Middle District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and the Association, do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

Section 6. Appointment of Agent. Should suit be instituted, the Unit Owners do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Brevard County, Florida. The provisions hereof shall not be applicable to the Developer.

#### Article XXXIV. Additional Provisions.

Section 1. Law of Florida Shall Prevail. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

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Section 2. Severability. In the event that any of the terms, provisions or covenants of this Declaration or any of the exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality or unenforceability shall not affect any of the other terms, provisions or covenants or parts hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein. The remaining terms, provisions, or covenants or parts hereof shall be read as if said invalid or unenforceable term, provision, or covenant did not exist.

Section 3. Joinder and Consent of Mortgagees Required. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (i) change the prorata interest or obligations of any Unit for purposes of levying Assessments and determining shares of Common Elements and Common Surplus of the Condominium; (ii) partition or subdivide any Unit or the Common Elements of the Condominium; nor (iii) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

Section 4. Combining of Units. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

Section 5. Gender and Number. Whenever the context so permits, the use of the plural shall include the singular, and the use of the singular includes the plural. Use of the feminine, masculine, or neuter gender shall be deemed to include all genders.

Section 6. Captions and Headings. Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.

Section 7. Developer's Right to Sell Units. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer, its duly authorized agents or assigns may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placecards and visual promotional materials. The Developer may use unsold Units as model Units, and the Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as the Developer

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may determine. Any sales offices and/or model Units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer.

Section 8. Rights of Institutional Mortgagees.

Notwithstanding anything to the contrary herein contained, Institutional Mortgagees shall be entitled to the following rights, to-wit:

A. Each Institutional Mortgagee, upon written request, shall receive written notification from the Association of any default in obligation or duty by the Unit Owner under the Condominium Documents which is not cured within sixty (60) days after the Association learns of such default.

B. Institutional Mortgagees, guarantors of first mortgages and Unit Owners shall have the right to examine the Condominium Documents, financial statements for the immediately preceding fiscal year, books and records of the Association during normal business hours of the Association. Copies of the Condominium documents, financial statements for the immediately preceding fiscal year, books, and records may be purchased by any Institutional Mortgagee, guarantor of a first mortgage or Unit Owner for a reasonable copying and handling charge.

C. Institutional Mortgagees who have registered their names with the Association shall be given immediate notice following any damage or casualty loss, or following the commencement of any condemnation or eminent domain action, affecting a material portion of the Project or the Unit encumbered by a mortgage held by said Institutional Mortgagee.

D. An Institutional Mortgagee, provided it has registered its name and address with the Association, shall be given written notice of any proposed or material amendment to the Declaration herein (including but not limited to change in the boundaries of any Unit or exclusive easement rights appertaining thereto, or the interests in the Common Elements or Limited Common Elements, or the number of votes appertaining to any Unit), or the Articles of Incorporation or Bylaws of the Association that requires consent of a specified percentage of mortgage holders.

E. Institutional Mortgagees who have registered their names with the Association shall be given prompt notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

F. Any Institutional Mortgagee shall have a right, upon request together with notice of its address, to be advised of any pending proposal to terminate the Condominium.

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Article XXXV. Provisions for a Phase Condominium

The Condominium may be a part of a Phase Condominium project, pursuant to and in accordance with the Act. In the event the Developer, in its sole, absolute, and arbitrary discretion elects to add up to two (2) additional phases to this Condominium, the phases shall be added by no later than seven (7) years from the date of recording of this Declaration of Condominium. The Developer shall have the right and authority to amend this Declaration of Condominium to change the estimated completion dates of any Phase or to change the items required to be included in this Declaration of Condominium by Section 718.403(2), Florida Statutes. Any such amendment shall be executed by the Developer, but shall not require the execution of such amendment by Unit Owners, Institutional or other Mortgagees, or the Association. A complete description of the phasing is as follows:

A. Designation of Phases. For convenience, this Condominium may be referred to as "Phase I" and the potential additional phases shall be referred to as "Phase II" and "Phase III". Exhibit B, attached hereto and incorporated herein by reference, contains a legal description of the land upon which improvements may be made and which may be added, in whole or in part, to this Condominium, as Phases II and III. In Exhibit B, attached hereto, the buildings in Phase I are designated as AA and BB. The buildings in Phase II are designated as buildings CC and DD. The buildings in Phase III are designated as buildings EE, FF, and GG. Non-material adjustments to the legal description for Phases II and III in Exhibit B may be made by the Developer in its sole, absolute, and arbitrary discretion at any time prior to submitting Phases II and/or III to the Condominium form of ownership. Exhibit B contains a plot plan, survey, and a graphic description of the potential Phases II and III and their relationship to Phase I. The plot plan shows the approximate location of the Phases II and III buildings and improvements. The potential Phases II and III may be added to the Condominium in any order and in the sole discretion of the Developer.

B. Description of Phases II and III. The potential Phases II and III each consists of two two-story buildings of similar design and floor plan to the buildings in Phase I. The Phase II buildings will contain a total of no less and no more than 24 units. The Phase III buildings will contain a total of no less and no more than 32 units. The approximate location of the buildings and units as planned are depicted in Exhibit B, attached to this Declaration. Units in Phases I through III will contain approximate minimum of 1080 square feet and an approximate maximum of 1263 square feet. Upon completion of any Phase in Sunrise Village, a Condominium, each and every Unit will have one vote in the Association. No timeshare Units will be constructed in any Phase of Sunrise Village, a Condominium.

C. Common Elements. If and when Phases II and/or III are subjected to the Condominium form of ownership in Sunrise

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Village, a Condominium, then each Unit's share of the Common Elements, Common Expenses, and Common Surplus shall automatically change as set forth in this section. The Common Elements/Common Expense/Common Surplus share set forth in Exhibit F are equal for each Unit in the Condominium. These shares are represented by a fractional amount of the whole of the Common Elements, Common Expenses, and Common Surplus, the numerator of which equals 1 (i.e. - 1 Unit) and the denominator of which equals the total number of Units in Phases I through III actually subjected by the Developer to the Condominium form of ownership (hereinafter referred to as the "Common Element Formula"). If and when the Developer subjects all three proposed phases to the Condominium form of ownership, each Unit's appurtenant share of the whole of the Common Elements, Common Expenses, and Common Surplus shall be 1/80th. If for any reason the number of Units in Phase I total less than 24 Units, the schedule in Exhibit F will be altered by using the Common Element Formula stated in this Article XXXV.

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D. Failure to Subject Additional Phases to Condominium Ownership. Phases II and III will be subjected to the Condominium form of ownership, if at all, by no later than seven years from the recording of this Declaration of Condominium. In the event that Phases II and III are not added as part of this Condominium, then the Unit Owners of Phase I shall have 100% ownership of the Common Elements, Common Expenses, Common Surplus of this Condominium, and each Unit's share in the foregoing will be 1/24th of the whole, or if there are less than the proposed Units in Phases I through III, the share of the Common Elements, shall be an amount reflected by the use of the Common Elements formula stated in Article XXXV, Section C above.

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D. Surveys for Additional Phases. Upon substantial completion of the construction of Phases I, II, or III, the Developer shall, when such phase is complete, file with the Public Records of Brevard County, Florida, a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act. Said certificate shall indicate that the phase being subjected to the Condominium form of ownership has been completed and that the construction of the improvements is substantially complete and shall provide an accurate representation of the location and dimensions of the improvements.

E. Submission of Additional Phases to the Condominium Form of Ownership. Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to the Declaration of Condominium adding Phases II or III to this Condominium shall not require the execution of such amendments or consents thereto by Unit Owners, Institutional or other Mortgagees, or the Association. The amendment to the Declaration of Condominium adding Phases II or III shall be executed by the Developer. The Developer, or his successor, assigns, nominee, or designee, has no obligation or responsibility to cause either Phases II or III or their

improvements to be constructed. In the events that Phases II and/or III are added to this Condominium, the Developer of Phases II and/or III shall be the sole judge and have sole discretion of the size, content, style, plans and specifications of Phases II and III and all of their improvements, amenities, equipment, and personalty; provided that same is in accordance with the provisions of this Article XXXV. The Developer reserves the absolute and sole right to change the configuration of Phases II or III buildings in size and number of Units in Phases II or III in accordance with the provisions of the Act and this Article XXXV.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name this 22nd day of February, 1989.

Signed, sealed and delivered in the presence of:

Kristal Hruby  
Jayne Glan

SUNRISE VILLAGE DEVELOPMENT, INC., Florida corporation

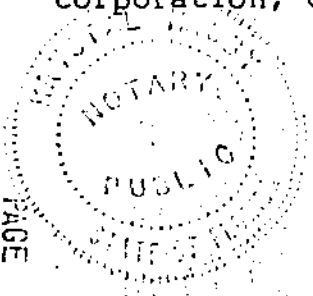
By: [Signature]  
Robert C. Rohdie,  
its Co-President

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STATE OF FLORIDA )  
                              ) SS:  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 22nd day of February, 1989, by Robert C. Rohdie, as Co-President of Sunrise Village Development, Inc., a Florida corporation, on behalf of the corporation.

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Kristal Hruby  
Notary Public,  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 14, 1990  
BOND# THRU GENERAL INV. 680.

JOINDER AND CONSENT

NCNB National Bank of Florida, being the owner and holder of that certain Real Estate Mortgage and Security Agreement executed on the 2nd day of August, 1988, and recorded on the 4th day of August, 1988 in Official Records Book 2931, Page 0223, Public Records of Brevard County, Florida, and the owner and holder of that certain UCC-1 Financing Statement recorded on the 4th day of August, 1987, in Official Records Book 2931, Page 0247, Public Records of Brevard County, Florida, does hereby approve, adopt, join in, and consent to the foregoing Declaration of Condominium of SUNRISE VILLAGE, a Condominium, and each Exhibit attached thereto, and agrees that the lien of said Mortgage and Security Agreement and UCC-1 Financing Statement shall be subject to the provisions of said Declaration of Condominium.

Signed and Sealed in the presence of:

NCNB National Bank of Florida

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Jean Becker  
Cynthia A. Sullivan  
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By: [Signature]  
Title: Vice President  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that Donald C. Moore, to me well known to be the Vice President of NCNB National Bank of Florida personally appeared before me and acknowledged that he executed this Joinder and Consent to the Declaration of Condominium of SUNRISE VILLAGE, a Condominium and affixed the Corporate Seal, and that the execution and sealing of this instrument was done pursuant to regular and due corporate authority. Said acts were the free act and deed of said corporation.

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WITNESS MY HAND this 2<sup>nd</sup> day of March, 1989.

[Signature]  
NOTARY PUBLIC  
My commission expires:

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 1992  
CONDOR TRUST AGENT'S NOTARY BOOKPAGE

EXHIBIT "A"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNRISE VILLAGE, A CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

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EXHIBIT "B"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNRISE VILLAGE, A CONDOMINIUM

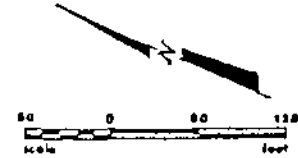
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PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION

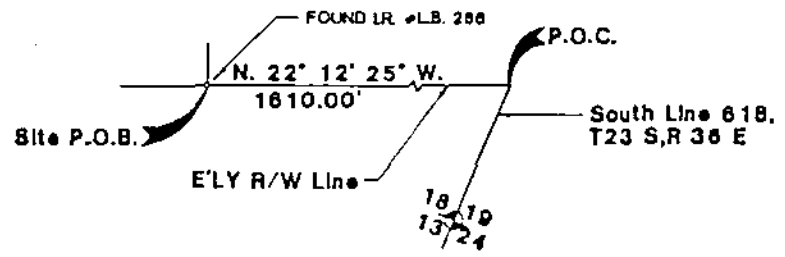
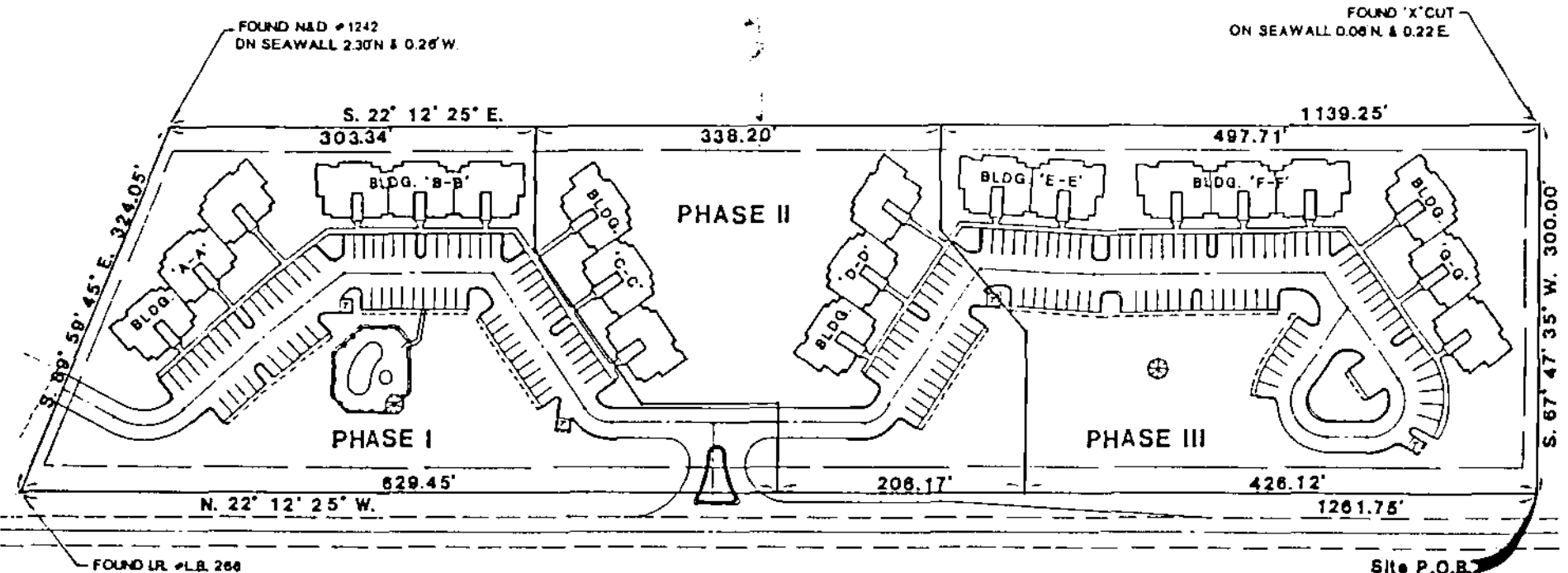
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# SUNRISE VILLAGE, A CONDOMINIUM



INDIAN RIVER



**PHOENIX ENGINEERING ASSOCIATES, INC.**  
 2555 TEMPLE TRAIL, SUITE 202  
 WINTER PARK, FL 32789 (407) 740-7202

**Accuright Surveys**  
 2012 E. ROBINSON ST.  
 ORLANDO, FL 32803  
 PHONE (407) 884-8314

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EXHIBIT "B"  
 SHEET 2 of 12 SHEETS

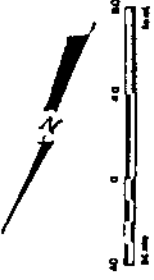
# SUNRISE VILLAGE, A CONDOMINIUM

INDIAN RIVER

Brevard County Bulkhead Line BK. 1.P.G. 30

## DESCRIPTION PHASE I

A PARCEL OF LAND LYING IN FRAGMENTAL SECTION 19, TOWNSHIP 28 SOUTH, RANGE 18 EAST, BREVARD COUNTY, FLORIDA, THE BARE INTEREST MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 19 WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 8 (HIGHWAY 1) AS SAID RIGHT-OF-WAY LINE EXTENDED ON DECEMBER 28, 1958; THENCE RUN N82° 31' 32" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 1034.00 FEET TO THE POINT OF BEGINNING OF THE SITE; THENCE CONTINUING S22° 12' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 813.30 FEET TO THE POINT OF BEGINNING PHASE-1; THENCE CONTINUING S13° 31' 29" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 273.35 FEET; THENCE RUN S89° 58' 59" W FOR 120.15 FEET TO A POINT ON THE BULKHEAD LINE AS SHOWN ON PLAT 2002 E. ROBINSON ST., PHASE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S67° 47' 35" W FOR 100.69 FEET; THENCE RUN S32° 20' 24" W FOR 156.01 FEET; THENCE RUN S67° 47' 35" W FOR 72.00 FEET; THENCE RUN S22° 12' 25" E FOR 113.48 FEET; THENCE RUN S67° 47' 35" W FOR 72.00 FEET TO THE POINT OF BEGINNING FOR PHASE-1. PARCEL CONTAINS 1.1708 ACRES MORE OR LESS.



FOUND N4D #1242 ON SEAWALL 2.30N. 1 0.26' W.

S. 22° 12' 25" E.

S. 69° 59' 45" E. 324.05'

SUNRISE LANDING I

303.34'

25' BUILDING SETBACK

BLOCC. 'B-B'

S. 67° 47' 35" W. 100.69'

S. 32° 20' 24" W. 156.01'

S. 67° 47' 35" W. 72.00'

S. 22° 12' 25" E. 113.48'

PINIC KIOSK

FOUND I.R. #LB 266

25' BUILDING SETBACK

N. 22° 12' 25" W.

U.S. 1 NORTHBOUND LANES

N. 22° 12' 25" W. 1610.00'

Accuright Surveys  
2002 E. ROBINSON ST.  
ORLANDO, FL. 32803  
PHONE (807) 884-8214

PHOENIX ENGINEERING,  
ASSOCIATES, INC.  
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ELY R/W Line

South Line 818,  
T23 S.R 36 E

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Site P.O.B.

P.O.C.

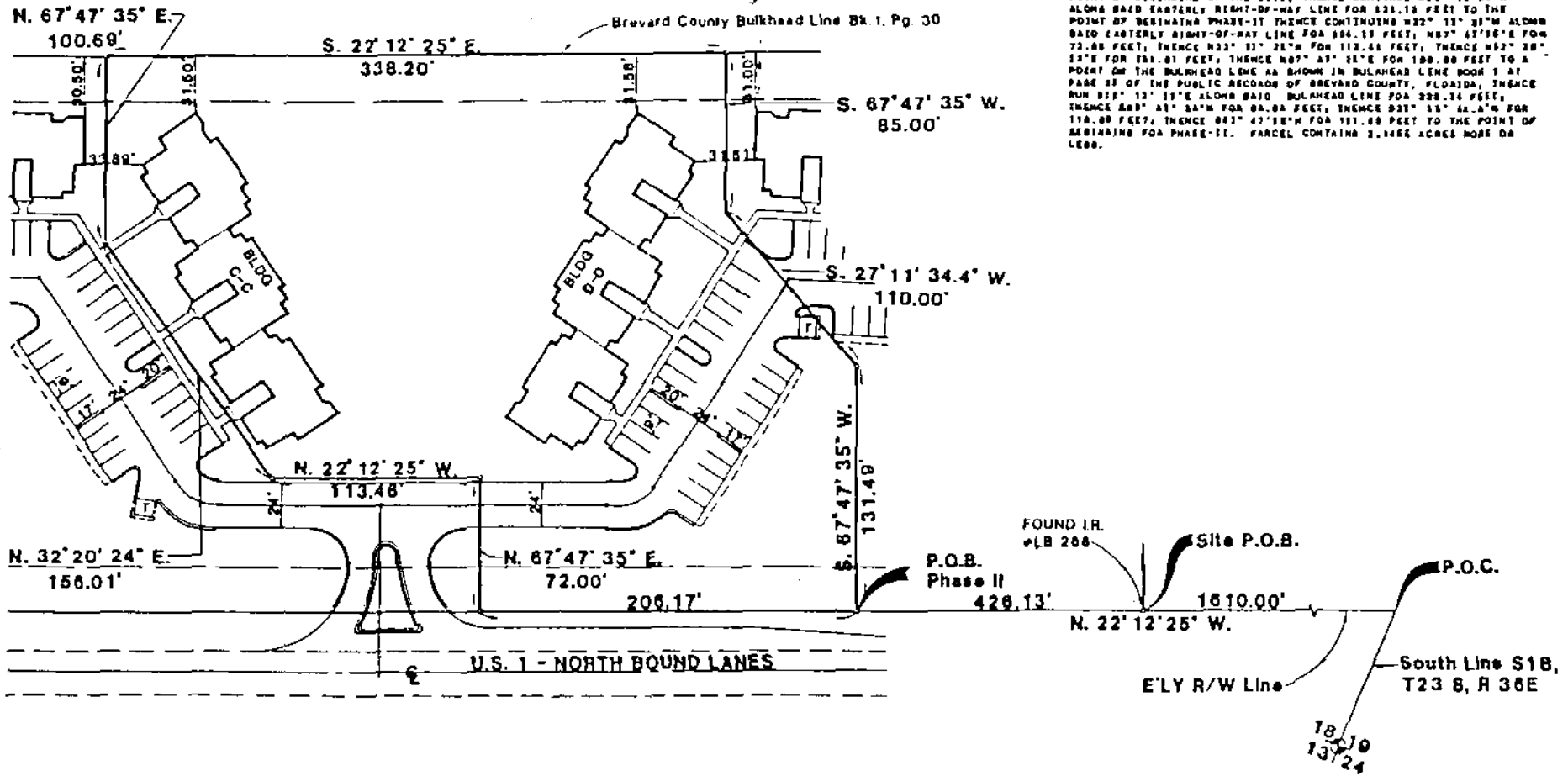
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SHEET 1 of 12 SHEETS

# SUNRISE VILLAGE, A CONDOMINIUM



## DESCRIPTION PHASE II

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 18, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 18 WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 5 (HIGHWAY 1) AS SAID RIGHT-OF-WAY LINE EXISTED ON DECEMBER 18, 1988, THENCE RUN N22° 12' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 1810.00 FEET TO THE POINT OF BEGINNING OF THE SITE, THENCE CONTINUE N22° 12' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 528.18 FEET TO THE POINT OF BEGINNING PHASE-II THENCE CONTINUING N22° 12' 25" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 504.17 FEET; N87° 47' 35" E FOR 72.00 FEET; THENCE N22° 12' 25" W FOR 113.48 FEET; THENCE N22° 38' 12" E FOR 121.81 FEET; THENCE N47° 43' 12" E FOR 198.00 FEET TO A POINT ON THE BULKHEAD LINE AS SHOWN IN BULKHEAD LINE BOOK 1 AT PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN S27° 11' 34.4" W ALONG SAID BULKHEAD LINE FOR 228.34 FEET; THENCE S87° 47' 35" W FOR 84.84 FEET; THENCE S22° 12' 25" W FOR 114.00 FEET; THENCE S87° 47' 35" W FOR 121.48 FEET TO THE POINT OF BEGINNING FOR PHASE-II. PARCEL CONTAINS 2.1456 ACRES MORE OR LESS.



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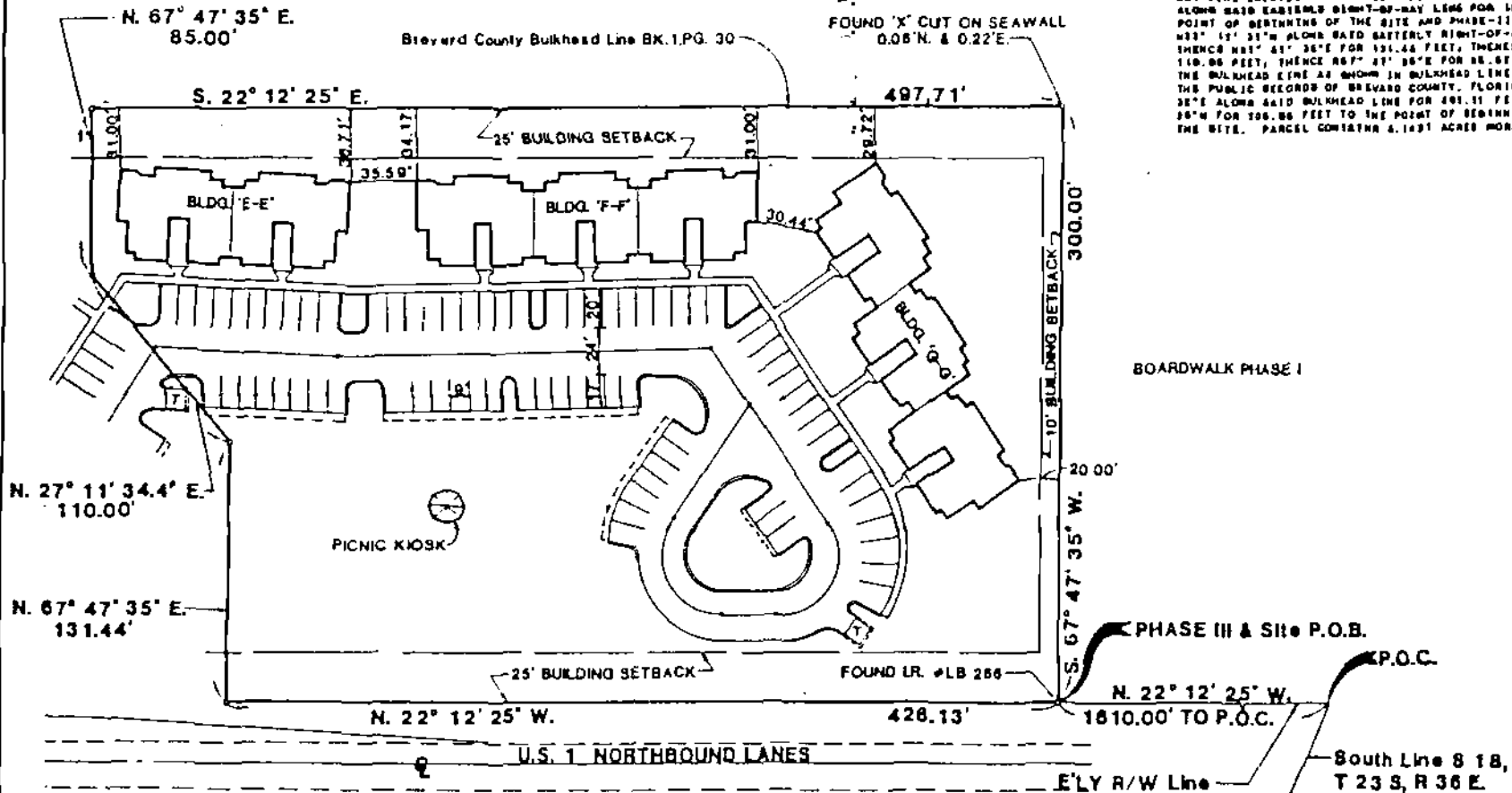
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EXHIBIT "B"  
 SHEET 4 of 12 SHEETS

# SUNRISE VILLAGE, A CONDOMINIUM



INDIAN RIVER



## DESCRIPTION PHASE III

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 18, TOWNSHIP 28 SOUTH, RANGE 26 EAST, BREVARD COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 18 WITH THE EASTLY RIGHT-OF-WAY LINE OF STATE ROAD 8 (HIGHWAY 1) AS SAID RIGHT-OF-WAY LINE EXISTED ON DECEMBER 19, 1881, THENCE RUN N22° 11' 25" W ALONG SAID EASTLY RIGHT-OF-WAY LINE FOR 1610.00 FEET TO THE POINT OF BEGINNING OF THE SITE AND PHASE-III, THENCE CONTINUE N31° 12' 31" W ALONG SAID BATTERED RIGHT-OF-WAY FOR 128.13 FEET, THENCE N61° 41' 26" E FOR 151.44 FEET, THENCE S57° 11' 24.1" E FOR 110.00 FEET, THENCE S67° 47' 35" E FOR 25.00 FEET TO A POINT ON THE BULKHEAD LINE AS SHOWN IN BULKHEAD LINE BOOK 1 AT PAGE 89 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN S12° 12' 25" E ALONG SAID BULKHEAD LINE FOR 491.11 FEET, THENCE S61° 41' 26" W FOR 105.86 FEET TO THE POINT OF BEGINNING FOR PHASE-III AND THE SITE. PARCEL CONTAINS 2.1431 ACRES MORE OR LESS.

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ORLANDO, FL. 32803  
PHONE (407) 894-8114

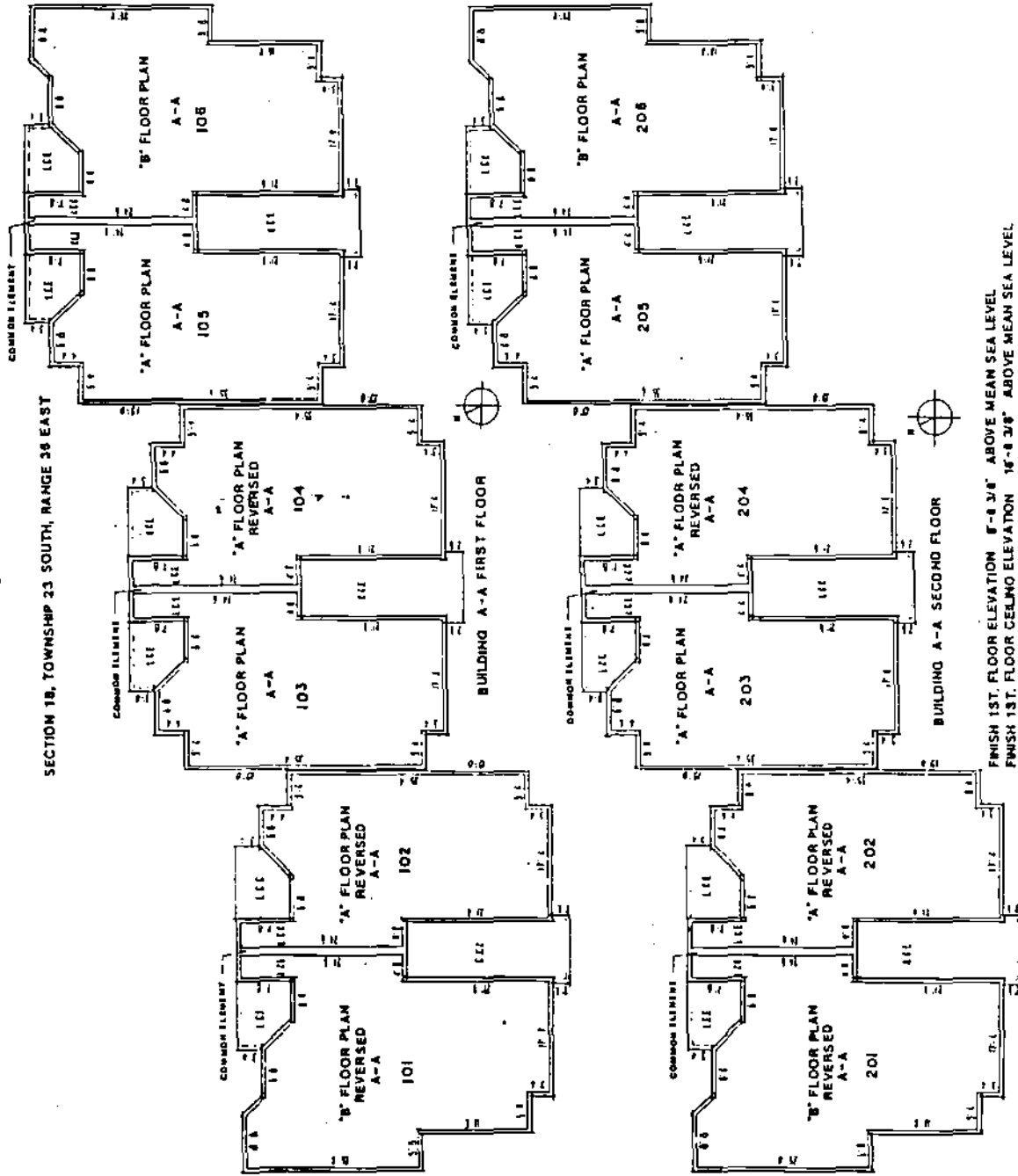
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EXHIBIT "B"  
SHEET 6 OF 12 SHEETS

SUNRISE VILLAGE, A CONDOMINIUM  
TITUSVILLE, FLORIDA

SECTION 18, TOWNSHIP 23 SOUTH, RANGE 36 EAST



FINISH 1ST. FLOOR ELEVATION 8'-8 3/4" ABOVE MEAN SEA LEVEL  
FINISH 1ST. FLOOR CEILING ELEVATION 16'-8 3/8" ABOVE MEAN SEA LEVEL  
FINISH 2ND. FLOOR ELEVATION 17'-8 9/16" ABOVE MEAN SEA LEVEL  
FINISH 2ND. FLOOR CEILING ELEVATION 25'-8 9/16" ABOVE MEAN SEA LEVEL  
L.C.E. DESIGNATES LIMITED COMMON ELEMENT

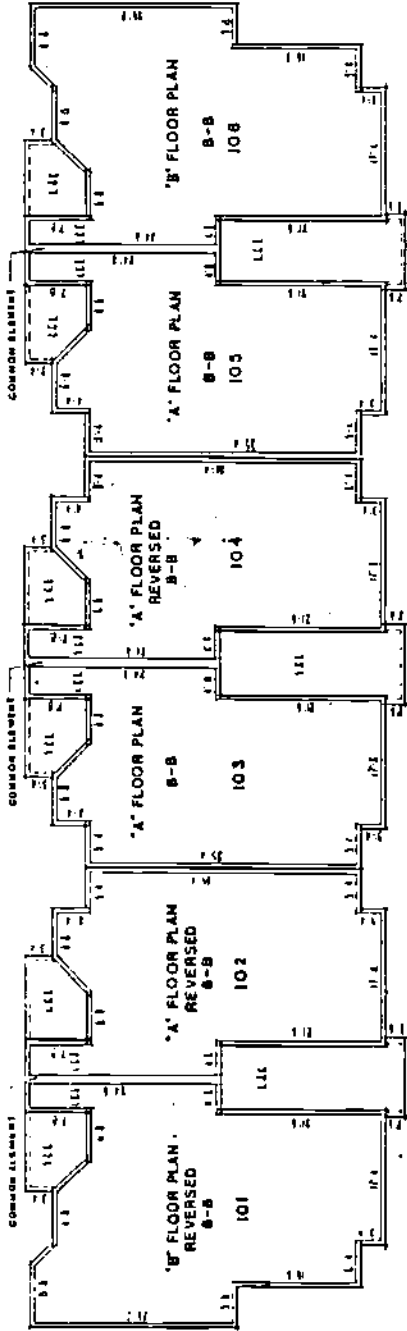
FUGLEBERG KOCH ASSOCIATES  
ARCHITECTS AND PLANNERS  
ORLANDO, FLORIDA 32803

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SHEET 6 OF 12

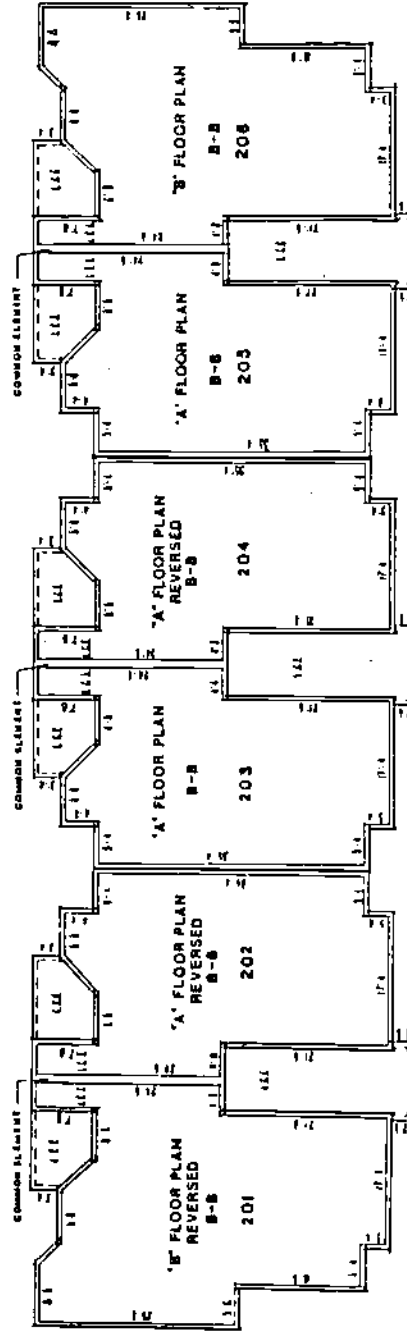
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SUNRISE VILLAGE, A CONDOMINIUM  
TITUSVILLE, FLORIDA

SECTION 16, TOWNSHIP 23 SOUTH, RANGE 36 EAST



BUILDING B-B FIRST FLOOR



BUILDING B-B SECOND FLOOR

FINISH 1ST. FLOOR ELEVATION 8'-0" ABOVE MEAN SEA LEVEL  
FINISH 1ST. FLOOR CEILING ELEVATION 16'-0" ABOVE MEAN SEA LEVEL  
FINISH 2ND. FLOOR ELEVATION 17'-0 3/4" ABOVE MEAN SEA LEVEL  
FINISH 2ND. FLOOR CEILING ELEVATION 25'-0 3/4" ABOVE MEAN SEA LEVEL  
L.C.E. DESIGNATES LIMITED COMMON ELEMENT



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ARCHITECTS AND PLANNERS  
ORLANDO, FLORIDA 32803

EXHIBIT "B"

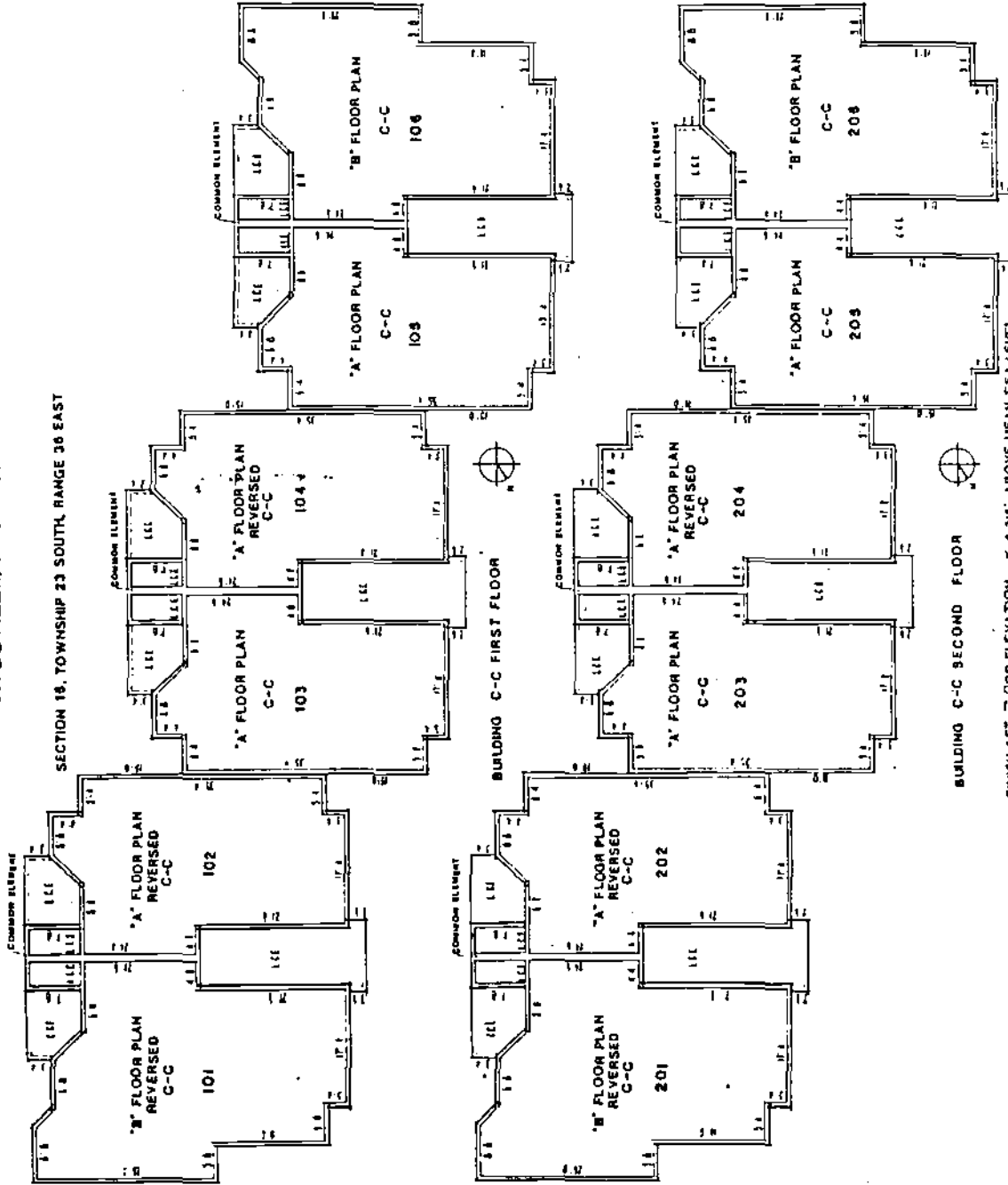
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SUNRISE VILLAGE, 'A' CONDOMINIUM  
TITUSVILLE, FLORIDA

SECTION 18, TOWNSHIP 23 SOUTH, RANGE 36 EAST



BUILDING C-C FIRST FLOOR

BUILDING C-C SECOND FLOOR

FINISH 1ST. FLOOR ELEVATION 8'-0 3/8" ABOVE MEAN SEA LEVEL  
 FINISH 1ST. FLOOR CEILING ELEVATION 16'-8 3/8" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR ELEVATION 17'-8 8/16" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR CEILING ELEVATION 25'-8 9/16" ABOVE MEAN SEA LEVEL  
 L.C.E. DESIGNATES LIMITED COMMON ELEMENT

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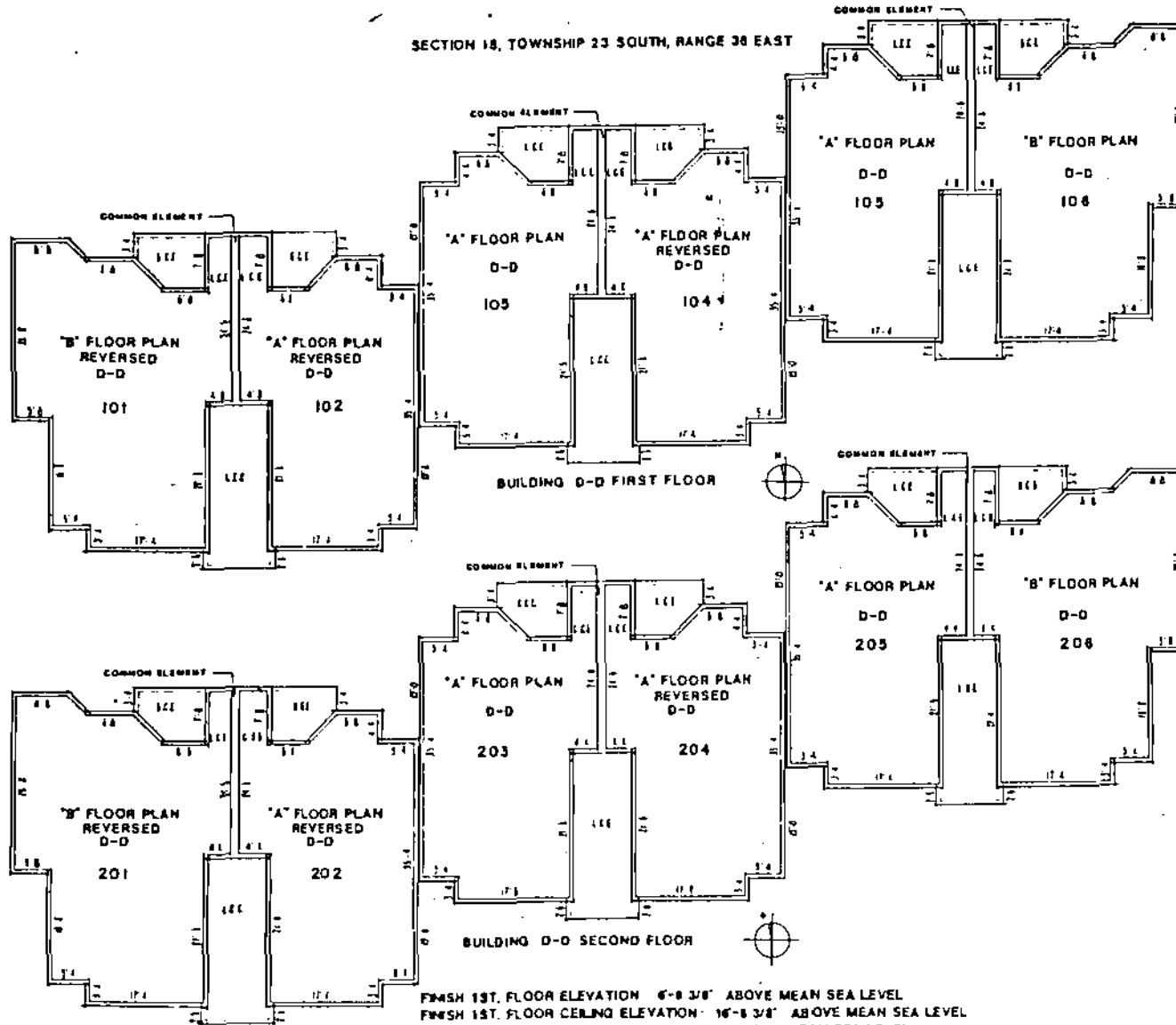
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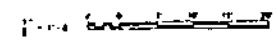
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 SHEET 8 OF 12

SUNRISE VILLAGE, A CONDOMINIUM  
TITUSVILLE, FLORIDA

SECTION 18, TOWNSHIP 23 SOUTH, RANGE 30 EAST



FINISH 1ST. FLOOR ELEVATION 6'-0 3/8" ABOVE MEAN SEA LEVEL  
 FINISH 1ST. FLOOR CEILING ELEVATION 16'-0 3/8" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR ELEVATION 17'-0 9/16" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR CEILING ELEVATION 27'-0 9/16" ABOVE MEAN SEA LEVEL  
 L.C.E. DESIGNATES LIMITED COMMON ELEMENT



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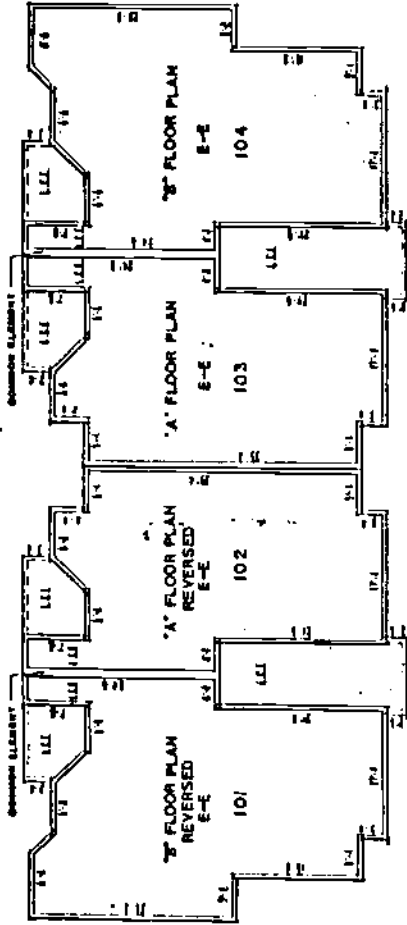
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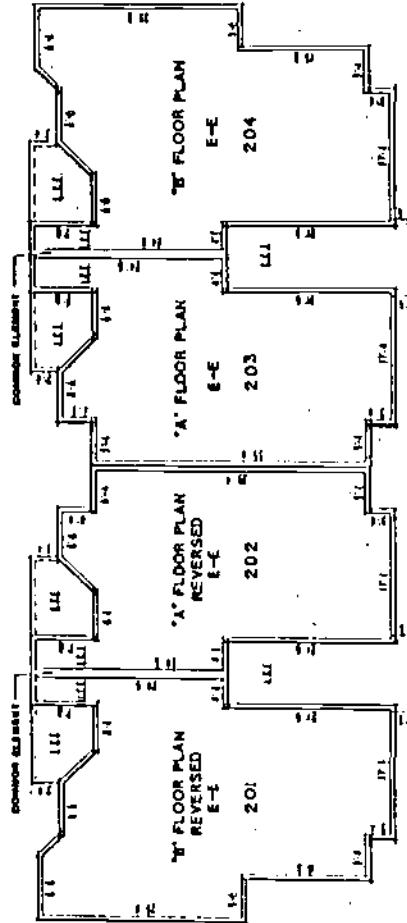


SUNRISE VILLAGE, A CONDOMINIUM  
TITUSVILLE, FLORIDA

SECTION 16, TOWNSHIP 23 SOUTH, RANGE 36 EAST



BUILDING E-E FIRST FLOOR



BUILDING E-E SECOND FLOOR

FINISH 1ST. FLOOR ELEVATION 8'-0" ABOVE MEAN SEA LEVEL  
FINISH 1ST. FLOOR CEILING ELEVATION 16'-0" ABOVE MEAN SEA LEVEL  
FINISH 2ND. FLOOR ELEVATION 17'-6 3/8" ABOVE MEAN SEA LEVEL  
FINISH 2ND. FLOOR CEILING ELEVATION 25'-0 3/8" ABOVE MEAN SEA LEVEL  
L.C.E. DESIGNATES LIMITED COMMON ELEMENT

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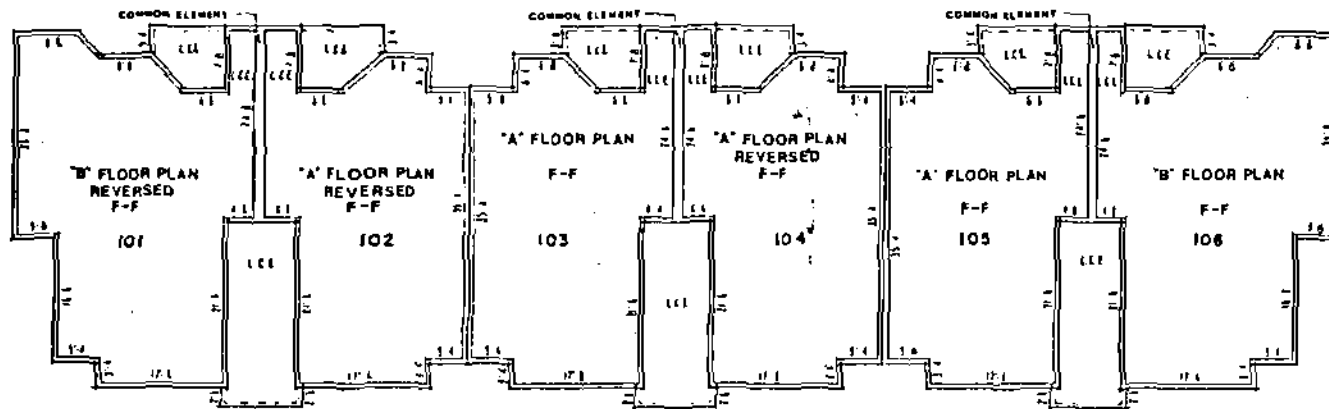
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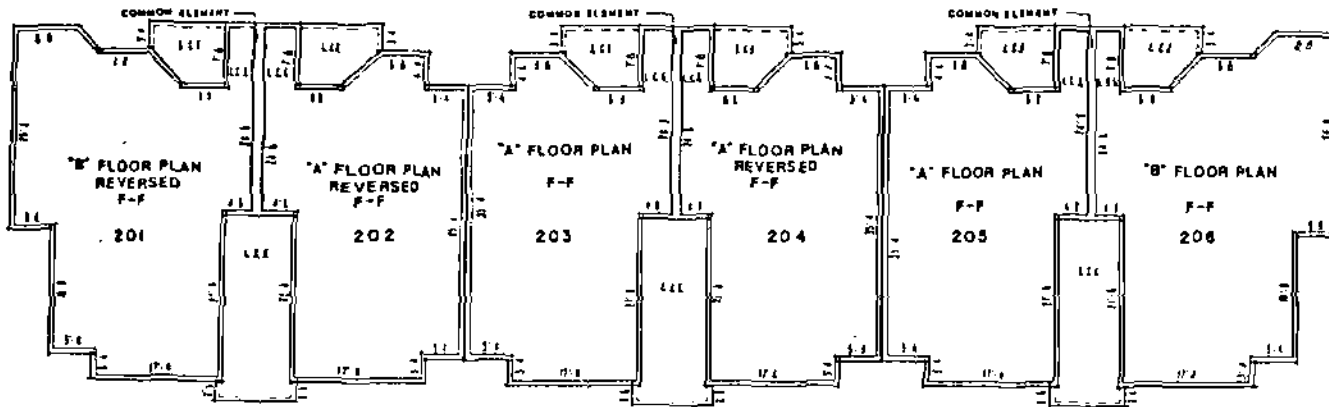
EXHIBIT "B"  
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SUNRISE VILLAGE, A CONDOMINIUM  
TITUSVILLE, FLORIDA

SECTION 18, TOWNSHIP 23 SOUTH, RANGE 38 EAST

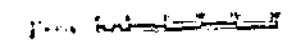


BUILDING F-F FIRST FLOOR



BUILDING F-F SECOND FLOOR

FINISH 1ST. FLOOR ELEVATION 7'-0" ABOVE MEAN SEA LEVEL  
 FINISH 1ST. FLOOR CEILING ELEVATION 18'-0" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR ELEVATION 17'-0 3/16" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR CEILING ELEVATION 25'-0 3/16" ABOVE MEAN SEA LEVEL  
 L.C.E. DESIGNATES LIMITED COMMON ELEMENT



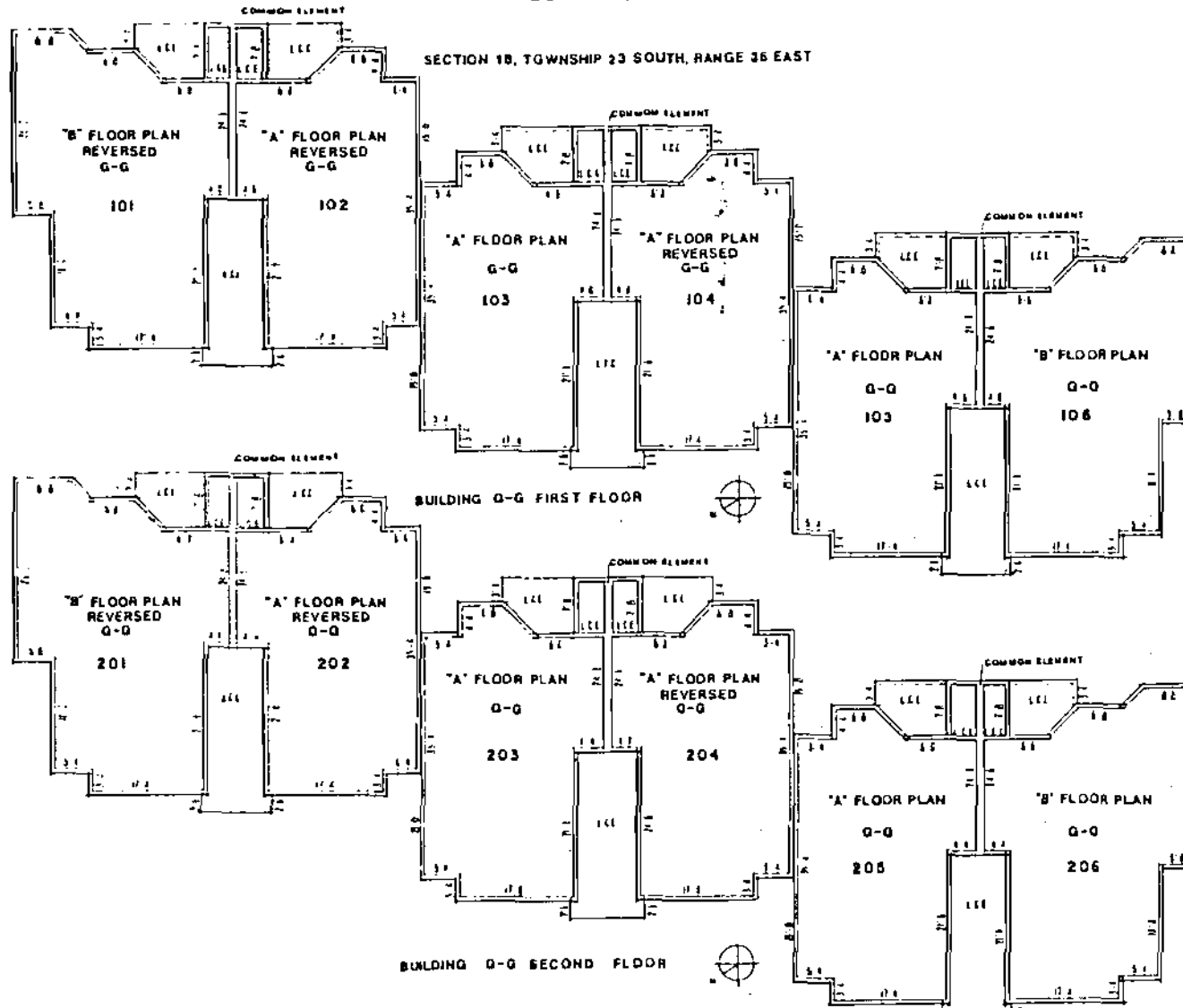
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SUNRISE VILLAGE, A CONDOMINIUM  
TITUSVILLE, FLORIDA

SECTION 18, TOWNSHIP 23 SOUTH, RANGE 36 EAST



FINISH 1ST. FLOOR ELEVATION 8'-0" ABOVE MEAN SEA LEVEL  
 FINISH 1ST. FLOOR CEILING ELEVATION 17'-0" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR ELEVATION 18'-0 3/16" ABOVE MEAN SEA LEVEL  
 FINISH 2ND. FLOOR CEILING ELEVATION 28'-0 3/16" ABOVE MEAN SEA LEVEL  
 L.C.E. DESIGNATES LIMITED COMMON ELEMENT

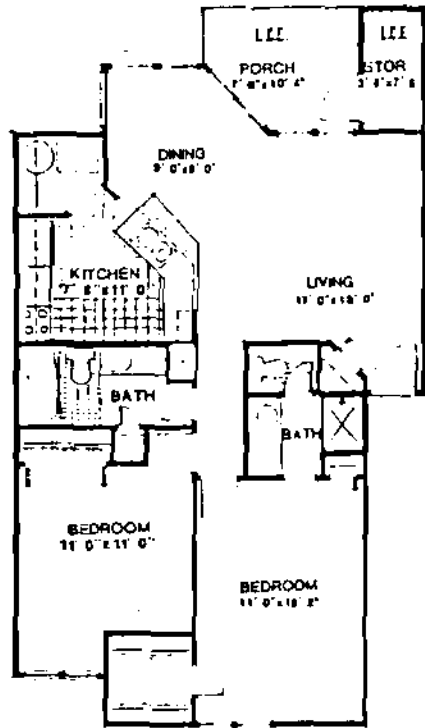
FUGLEBERG KDCB ASSOCIATES  
ARCHITECTS AND PLANNERS  
ORLANDO, FLORIDA 32803

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SHEET 11 OF 12

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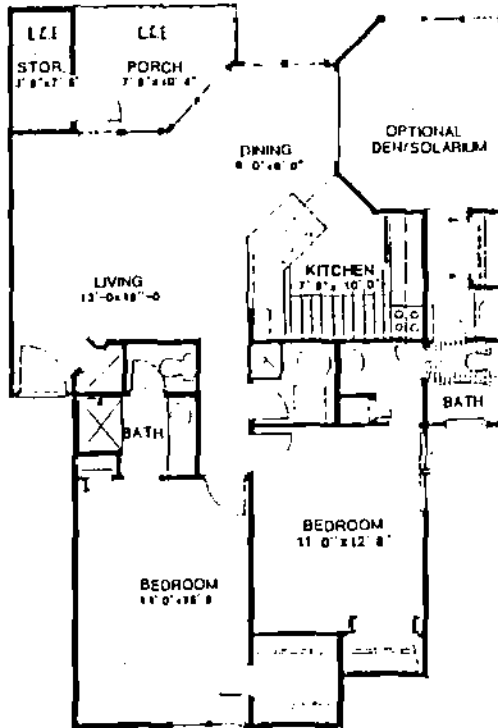
SUNRISE VILLAGE , A CONDOMINIUM  
TITUSVILLE FLORIDA

SECTION 18, TOWNSHIP 23 SOUTH, RANGE 36 EAST



FLOOR PLAN

UNIT A  
TOTAL SQ. FT. 1079.84



FLOOR PLAN

UNIT B  
TOTAL SQ. FT. 1263

SQUARE FOOTAGES CALCULATED ON END UNITS (A) ARE FROM OUTSIDE OF EXTERIOR WALLS TO CENTER LINE OF PARTY WALLS  
SQUARE FOOTAGES CALCULATED ON INTERIOR UNITS (B) ARE FROM CENTER LINE TO CENTER LINE OF PARTY WALLS.  
SQUARE FOOTAGE OF UNITS EXCLUDE L.C.E.  
L.C.E. DESIGNATES LIMITED COMMON ELEMENT

NO UNIT INCLUDES THE PERIMETER WALLS SURROUNDING THE UNIT AND THE UNDECORATED AND/OR UNFINISHED SURFACES OF SUCH PERIMETER WALLS.

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ARCHITECTS AND PLANNERS  
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