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DECLARATION OF CONDOMINIUM

OF

SUNSET TOWERS,
a Condominium

MADE by the undersigned Developer, for itself, its successors,
grantees and assigns.

The undersigned Developer, being the owner of fee simple title
of record to those certain lands located and situated at Sunset
Drive, City of Sarasota, Sarasota County, Florida, being more
particularly described in an Exhibit "A" attached hereto, do hereby
submit the said lands and improvements thereon to condominium
ownership pursuant to the presently existing provisions of Chapter
718 of the Florida Statutes 1977, hereinafter called the "Condominium
Act".

1. The name by which this condominium is to be identified is
SUNSET TOWERS, a Condominium.

2. Definitions. The terms used in this Declaration and in
its exhibits, including the Articles of Incorporation and Bylaws of
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., shall be defined in
accordance with the provisions of the Condominium Act, and as
follows, unless the context otherwise requires:

2.1 Condominium Unit means unit as defined by the
Condominium Act.

2.2 Unit owner means the owner of a condominium unit.

2.3 Association means **SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.**, and its successors.

2.4 Condominium means all of the condominium property as
a whole when the context so permits, as well as the meaning
stated in the Condominium Act.

2.5 Common elements shall include:

(a) All of those items stated in the Condominium
Act;

(b) Tangible personal property required for the
maintenance and operation of the condominium even though
owned by the Association; FILED 11 DAY August 2005
KAREN E. RUSHING, CLERK

By Karen Warner
Deputy Clerk

Prepared by:
PHILLIP A. WOLFF

✓ Kirk, Pinkerton, McCollard,
Savvy & Carr, P.A.
P.O. Box 3798
Sarasota, Florida 33578

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EXHIBIT A

(c) All condominium property not included in the units;

(d) All structural columns and bearing walls whether they are located within or without the unit boundary lines;

(e) Any utility areas and installations and all utility services which are available to more than one unit or to the common elements;

(f) All parking areas (except those parking spaces which are designated limited common elements as herein-after provided), driveways, and other means of ingress and egress;

(g) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the interior surface of the unit boundary wall.

2.6 Common Expenses. The common expenses shall include:

(a) Costs of operation, maintenance, repair and replacement of the common elements and limited common elements;

(b) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses;

(c) Costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units;

(d) Labor, material and supplies used in conjunction with the common elements;

(e) Damages to the condominium property in excess of insurance coverage;

(f) Salary of a general manager, if deemed desirable by the membership, and his assistants and agents;

(g) Premium costs of fire, windstorm, flood and other property insurance and liability insurance as provided herein;

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(h) Charges for cable television service providing the number of outlets to each unit as shall be determined by the board of directors of the Association, with additional outlets to be chargeable to the unit owner;

(i) All other expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws;

2.7 Utility services shall include, but not be limited to electric power, gas, water, air conditioning, and garbage and sewage disposal and cable television services.

2.8 Developer means SUNSET TOWERS, a Florida general partnership.

3. Survey and Plot Plan: A survey of the land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements, their relative locations and approximate dimensions, is attached hereto as Exhibit "A" and is recorded in Condominium Book 14, at pages 41 - 41 C, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be as described in Exhibit "A" and any subsequent amendments thereto as is hereinafter provided. If construction of the building is not substantially completed as of the date of this Declaration, then upon substantial completion of such improvements this Declaration shall be amended to include a certificate of a licensed surveyor in conformity with the requirements of the Condominium Act of Florida.

4. The Unit: A unit shall consist of the space defined in Exhibit "A". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control. By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and

the condominium plat as may be necessary or desirable from time to time to identify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

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5. The Limited Common Elements. The limited common elements, the use of which shall be limited to those unit owners to which such use is assigned include:

A. Storage areas as shown on Exhibit "A". At least one storage area will be assigned to each unit by Developer at the time of the initial sale of condominium units. The right to use said designated storage area shall pass as an appurtenance to the condominium unit owned by the unit owners to whom such space is initially assigned.

B. Parking spaces as shown on Exhibit "A". Parking spaces shall constitute limited common elements to the units to which they may be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer or Condominium Association may assign parking spaces to the various units and may record among the Public Records of Sarasota County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation with respect to any condominium unit, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not assigned, be deemed common elements. Provided that each unit shall have assigned to it at least one parking space, the remaining parking spaces may be designated by the Condominium Association (after the Developer no longer controls the designation of parking) as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to use as the Condominium Association shall from time to time direct and

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may be made available for guest parking. Parking spaces so designated common elements by the Condominium Association may, with approval of a majority of the whole number of unit owners, be assigned by the Condominium Association as limited common elements to one or more units, providing that such designation is executed with the formalities required of deeds by the authorized officers of the Condominium Association and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit owners called at least in part for that purpose or obtained in writing and on file with the Condominium Association, either of which procedure shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Sarasota County, Florida, the parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect and with the same results as if such designation had been made herein. In lieu of the procedures set forth above for the designation of record parking spaces as limited common elements, the Developer and/or the Condominium Association may assign specific parking spaces to the units without recording such assignment and in such cases the use of such parking spaces shall be restricted to the unit owners to which the space is so assigned.

During such time as the Developer shall own any units in the condominium and shall not have designated in respect to such units the required number of parking spaces, the Developer shall control and have the right in lieu of the Condominium Association to make all designations of parking. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated with respect to all unsold units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, the Condominium Association shall not exercise the rights and authorities herein granted to the Condominium Association in respect to parking, but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Condominium Association relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking spaces.

C. All other limited common elements, if any, shown on Exhibit "A".

6. The Condominium Association. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "B". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

7. Percentage of Ownership of Common Elements and Surplus: The ownership and the undivided shares of the respective condominium units in the common elements shall be equal among all units. Accordingly, since there are 62 units in this condominium, the undivided share in the common elements appurtenant to each unit shall be 1/62nd part.

8. Liability for Common Expenses: Each condominium unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share of the common elements appurtenant to the condominium unit.

9. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

9.1 Specific Use Restrictions. No owner, tenant or other occupant shall:

(a) Use the unit for other than single family residence purposes;

(b) Make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements;

(c) Permit loud and objectionable noises or obnoxious odors to emanate from the unit, nor play any organ

or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other units in the sole opinion of the board;

(d) Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit facing the exterior of the unit without a solid, light color liner acceptable in color to the board of directors; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit except upon written approval of the landscaping plan by the board of directors of the Association; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the board of directors;

(e) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the board of directors;

(f) Make any use of a unit which violates any laws, ordinances or regulations of any governmental body;

(g) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors, or fail to allow the board of directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association;

(h) Permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;

(i) Divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit, however a unit may be combined with an adjacent unit and occupied as one unit;

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(j) Commit or permit any nuisance, immoral or illegal act in his unit or in or on the common elements;

(k) Hang any laundry, garments or other unsightly objects which are visible outside of the unit;

(l) Obstruct the common way of ingress or egress to the other units or the common elements;

(m) Allow anything to remain in the common areas which would be unsightly or hazardous;

(n) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans) provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition;

(o) Allow any fire or health hazard to exist;

(p) Allow any animals to be kept in the unit other than one cat or one small dog as defined by the rules and regulations of the board of directors of the Association, and birds and fish, provided that in the event any become a nuisance to the other unit owners in the sole opinion of the board of directors, such animals shall be removed from the unit immediately; or allow any authorized pets to use the common areas except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common areas;

(q) Lease less than an entire unit or lease an entire unit for a period of less than thirty (30) days or lease same more than four (4) times during a calendar year so that the high quality of this condominium shall be maintained and shall not become a lodging facility for transients;

(r) Park other than non-commercial vehicles in any parking area except service vehicles during the time they are actually serving the unit or common elements, or park any recreational type vehicle in any parking area; and

(s) Make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

9.2 Proviso. Provided, however, that during such time as the Developer, its successors or assigns, is in the process of construction on any portion of the condominium building, the Developer, its successors or assigns, reserve the right to

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prohibit access to any portion of the common elements of the condominium building to any of the occupants of the building, and to utilize various portions of the common elements of the building in connection with such construction and development. No unit owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any units within the building and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the Developer, its successors or agents. Developer may make such use of the unsold units, common elements and common areas as may facilitate such completion and sales, including, but not limited to, maintenance of a sales office, showing of the property, and display of signs.

9.3 Proviso. Provided, further, that no change or changes shall be made in the aforesaid use restrictions until five (5) years after submission of this condominium to condominium ownership, without prior approval by not less than seventy-five percent (75%) of the unit owners and the written consent of Developer. After expiration of said five year period, the use restrictions set forth above may be amended or changed upon prior approval of not less than sixty-five percent (65%) of the unit owners.

10. Maintenance, Repair and Replacement. Responsibility for the maintenance, repair and replacement regarding the condominium property as follows:

10.1 By the Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements as defined herein. The Association shall have the irrevocable right to have access to each condominium unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another condominium unit. Damages caused to a condominium unit or its contents due to known and unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the unit from or through the common elements to another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the condominium unit owner. The condominium unit owner's insurer shall not have a right of subrogation for such damages against the Association.

10.2 By the Condominium Unit Owner. Each condominium unit owner shall maintain, repair and replace everything

within the confines of his condominium unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

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- (a) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling;
 - (b) All built-in shelves, cabinets, counters, storage areas, and closets;
 - (c) Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, and all bathroom fixtures, equipment and apparatus, within his unit;
 - (d) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only one unit;
 - (e) All mechanical, ventilating, heating and air conditioning equipment serving the respective units regardless of whether such equipment may be located partially or entirely outside of the boundaries of the unit;
 - (f) All interior doors, walls, partitions, and room dividers;
 - (g) All furniture, furnishings and personal property contained within a unit;
 - (h) Glass or screened surfaces of windows, doors or porches, provided that any replacement or modification of glass or screened surfaces must be approved in advance by the Association or by the Developer so long as they are managing the affairs of the Association.

11. Insurance and Reconstruction.

A. Mortgagee Roster. The Association shall maintain a roster of mortgagees showing the names and addresses of all banks, savings and loan associations, insurance companies and other institutions or persons who have advised the Association in writing that they hold mortgages on a unit and have described the amount secured by the mortgage. One copy of each insurance policy obtained hereunder shall be furnished to each mortgagee included in the mortgagee roster.

B. Purchase, Named Insured, Custody and Payment of Policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the common elements and the unit owners. Each insurance policy and the company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company which, according to the roster of mort-

gagees, is the owner and holder of the largest number of mortgages on units which have been sold by Developer, or if there are several owning and holding an equal number, by one of them selected at the discretion of the Association. Such approval shall not be unreasonably withheld, and must be granted or denied within ten days of receipt by the designated mortgagees of a written request from the Association therefor; otherwise, such approval shall be deemed to have been granted. The named insured shall be the Association individually and as an agent for the unit owners without naming them, and for mortgagees, to the extent of their respective interests. Unit owners may obtain insurance coverage at their own expense upon their units and their personal property and for their personal liability, and the proceeds of policies providing such coverage shall not be payable to the Insurance Trustee. All Association casualty insurance policies shall provide that payments by the insurer for losses shall be paid to the Insurance Trustee designated by the Board of Directors of the Association, and all such policies and endorsements shall be deposited with the Insurance Trustee.

C. Coverage. All buildings and improvements upon the land, excluding the units, shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs and that part of the value of any unit attributable to alterations, betterments and special improvements not common to units otherwise comparable and not a part of the units as initially constructed or as altered pursuant to construction or modifications subsequently undertaken at the direction of the Association. The nature of the insurance coverage to be provided is as follows:

1. Casualty insurance coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use to the buildings on the condominium property.
2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
3. Workmen's compensation policy to meet legal requirements.

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The Board of Directors of the Association may also secure such other insurance as it shall determine from time to time to be desirable, including but not limited to flood insurance and insurance on the officers and directors against liability arising in connection with their duties.

When appropriate and possible, the policies shall not permit or shall waive:

a. the insurer's right to subrogation against the Association and against the unit owners individually and as a group;

b. the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage of the same risk;

c. the ability of the insurer to avoid liability for a loss that is caused by an act of the Association or by a member or members of the Board of Directors or by one or more of the unit owners.

D. Premiums. Premiums upon such insurance policies shall be a common expense. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

E. Benefit and Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear. Except as hereinafter provided with respect to the proceeds of policies of casualty insurance, proceeds of insurance policies shall become a part of the common surplus.

F. Insurance Trustee; Proceeds of Casualty Insurance. Policies providing insurance against property loss resulting from casualty of any kind shall provide that all proceeds thereof shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes stated herein and for the benefit of the unit owners and their mortgagees in the following shares (which shares need not be set forth on the records of the Insurance Trustee):

1. Unit owners. An undivided share for the owner(s) of each unit, that share being the same as the undivided share in the common elements appurtenant to his unit, subject, however, to the provisions of subparagraph M.2. herein.

2. Mortgagess. In the event a mortgagee endorsement of an insurance policy has been issued as to 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. Any bank, savings and loan association, insurance company, or other institution or person holding a mortgage on a unit shall be entitled to request and receive a mortgagee endorsement to the casualty insurance carried by the Association, and a copy of the policy. No mortgagee shall have any right to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee, which distributions shall be made by check payable jointly to the unit owner and mortgagee.

G. Distribution of Casualty Insurance Proceeds. Proceeds of casualty insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner herein provided.

H. Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

I. Determination Whether to Reconstruct and Repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

1. Lesser Damage. If one-third (1/3) or more of the units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged property shall be reconstructed and repaired.

2. Major Damage. If fewer than one-third (1/3) of the units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether

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the damaged property will be reconstructed and repaired or the condominium terminated shall be determined at a meeting of unit owners in the condominium called for that purpose. Notice of the meeting shall be given within 30 days of the casualty and the meeting shall be held within 30 days of the day on which notice is sent. The notice shall additionally inform the unit owners of the casualty and shall describe the extent and nature of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds. If any of this additional information is not available at the time notice of the meeting must be given, the information shall be provided subsequently but in no event shall it be mailed later than 10 days prior to the meeting. Notice of such meeting shall be properly given to all such unit owners; and the owners of a majority of the units shall constitute a quorum for said meeting. If the reconstruction and repair is approved at the meeting by the owners of 80% or more of the units, the damaged property will be reconstructed and repaired; but if not so approved, the condominium will be terminated in the same manner as provided in Paragraph 22 of this Declaration for termination by agreement, except that no further consent or vote of owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that the owners of at least 80% of the units and 100% of the mortgagees have consented to such termination.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether the damaged property is to be reconstructed and repaired.

J. Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided herein.

K. Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the building wherein the units are located, by the owners of 80% of the units.

L. Assessments; Determination of Sufficiency of Funds. If the proceeds of insurance are determined to be insufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense. The sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

M. Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

1. **Expenses of the Trust.** All reasonable and necessary expenses of the Insurance Trustee shall be first paid or provision made for payment.

2. **Termination of the Condominium.** If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property, and shall be owned by the unit owners, and their mortgagees as their interests appear, in the undivided shares designated as "Termination Shares" in Paragraph 22 herein, and shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being made payable jointly to them.

3. **Reconstruction and Repair of Damage.** If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

(a) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed \$10,000, the funds shall be disbursed by the Insurance Trustee in payment of these costs upon the order of the Association.

(b) If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed \$10,000, the funds shall be disbursed by the Insurance Trustee in payment of these costs in the manner required by the Board of Directors of the Association, provided, however, that an architect qualified to practice in Florida

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and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

4. Reliance of Mortgagees. Certain provisions in this section are for the benefit of mortgagees of condominium parcels, and may be enforced by any such mortgagee. This section shall not be amended without the consent of all banks, savings and loan associations, mortgage companies and life insurance companies holding first mortgages on units, except that the Board of Directors may from time to time revise the figure \$10,000 as it is used herein to reasonably reflect significant changes in the purchasing power of that sum as evidenced by changes in the Consumer Price Index prepared by the Department of Labor.

5. A copy of each insurance policy in effect shall be available for inspection by the unit owners at reasonable times.

12. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium units, the transfer of condominium units by any owner other than the Developers shall be subject to the following provisions as long as the condominium exists:

12.1 Transfers Subject to Approval.

(a) Sale. No condominium unit owner may dispose of a unit or any interest in a condominium unit by sale without approval of the Association.

(b) Lease. No condominium unit owner may lease a condominium unit without approval of the Association, except with the express written consent of the Board of Directors of the Association or of the Developers, and such consent when once given and relied upon in connection with the purchase and acquisition of a condominium unit may not thereafter be revoked or terminated without the consent of the condominium unit owner.

(c) Gift. If any condominium unit owner shall acquire title by gift, the continuance of his ownership of his condominium unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any condominium unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his condominium unit shall be subject to the approval of the Association.

(e) Other Transfers. If any condominium unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his condominium unit shall be subject to the approval of the Association.

12.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of condominium units shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A condominium unit owner intending to make a bona fide sale of his condominium unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the condominium unit owner's option, may include a demand by the condominium unit owner that the Association furnish a purchaser of the condominium unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser.

(2) Lease. A condominium unit owner intending to make a bona fide lease of his condominium unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and a copy of the proposed lease signed by the proposed lessee.

(3) Gift, Devise or Inheritance; Other Transfers. A condominium unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the condominium unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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(4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of the condominium unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in non-recordable form.

(3) Gift, Devise or Inheritance; Other Transfers. If the condominium unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the condominium unit owner's ownership of his condominium unit. If approved, the approval shall be stated in a certificate executed by any officer of the Association in recordable form.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a condominium unit for such use, if the condominium unit owner, purchaser or lessee of a condominium unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the condominium unit be approved by the Association.

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(d) Screening Fees. The Association may require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's credit and character report expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum not to exceed Fifty Dollars (\$50.00).

12.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a condominium unit, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the condominium unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or shall send by registered mail to the condominium unit owner an agreement to purchase the condominium unit signed by a purchaser approved by the Association, or an agreement to purchase signed in behalf of the Association by its president and attested by its secretary, in which event the condominium unit owner shall sell the condominium unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase or upon the date designated in the disapproved contract, whichever date shall be later.

(2) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser upon demand of the condominium unit owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

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(b) Lease. If the proposed transaction is a lease, the condominium unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; Other Transfers. If the condominium unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the condominium unit owner of the notice and information required to be furnished the Association shall deliver or mail by registered mail to the condominium unit owner an agreement to purchase the condominium unit concerned by a purchaser approved by the Association who will purchase and to whom the condominium unit owner must sell the condominium unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the condominium unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall be entitled to recover his reasonable attorneys' fees and court costs incurred.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following determination of the sale price.

(4) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default

in his agreement to purchase, then notwithstanding disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form, to the condominium unit owner.

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12.4 Mortgage. No condominium unit owner may mortgage his condominium unit nor any interest in it without approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as a result of owning a mortgage loan upon the condominium unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a condominium unit at a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, who shall have the right to freely sell, lease, transfer or otherwise deal with the title possession of a condominium unit without complying with the provisions of this section, and without approval of the Association.

12.6 Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association, subject to the provisions of paragraph 12.9 hereof.

12.7 Recording Approval. Whenever in this section an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of a condominium unit, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the deed or mortgage, as appropriate, and at the option of the owner of the unit affected.

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12.8 Notice of Lien or Suit.

(a) A condominium unit owner shall give notice in writing to the Association of every lien upon his condominium unit other than authorized mortgages, taxes and special assessments within five (5) days after attaching of the lien.

(b) Notice of Suit. A condominium unit owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his condominium unit, such notice to be given within five (5) days after the condominium unit owner shall receive notice thereof.

(c) Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial sale.

12.9 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any condominium unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, leasing or pledging within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written consent otherwise required by this section.

12.10 Anything herein to the contrary notwithstanding, at such time as the Developer no longer has the right to designate any member of the Board of Directors, the approval or disapproval of the Association to a proposed sale, lease or other transfer shall be determined by a committee of the Board of Directors and the action of such committee shall, for the purposes of this article, constitute the action of the Association.

13. Assessments and Liens. The Board of Directors of the Association shall approve the annual budgets or projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-twelfth (1/12) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year. In addition, the Board of directors shall have the power to levy special assessments against the unit owners in proportion to each

unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the highest rate of interest permitted by law and shall be subject to such late charge as may be established by uniform rules and regulations of the board. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien; including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner ten (10) days notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth (1/4) of the current annual assessment) for working capital and to cover contingent expenses from time to time.

14. Easements are expressly provided for and reserved as follows:

14.1 Utility Easements. Developer hereby reserves for and on behalf of itself and SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the condominium lands which are not occupied by buildings or other structures. Utility easements may be granted by the Developer or SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC. to any public or private utilities as may be necessary or desirable to provide utility services to any of the foregoing. All public and private utility companies rendering utility services to this condominium shall have a perpetual nonexclusive easement over, across, under and through all of the common land areas of the condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this condominium and for the purpose of reading meters in connection therewith.

14.2 Encroachments. In the event that any unit 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 such an encroachment so long as the same shall exist.

14.3 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners, Developer, and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

14.4 Employees. Easements of ingress, egress, passage and entry to employees of the condominium and the Developer, its guests, assigns, and invitees.

15. Remedies for Default. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings. During the continuance of any such default, the Association by action of the Board of Directors may terminate any or all services rendered to the unit or the unit owner including utility services which are paid by the Association.

16. Combination of Units. With the permission of the condominium association or of the Developer, abutting units may be physically combined into a single dwelling, but they shall, nevertheless, be for all other pertinent purposes, including but not limited to, assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall, in any and all events, be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the association or the

Developer to approve any modification which will alter the exterior appearance of the condominium apartment in which the combined unit being severed into its component units is located or in which the separate units being combined are located.

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17. Rights of Developer.

17.1 Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the condominium and all decisions of the Association and the exclusive right to elect the directors of the Association in accordance with the provisions of Article VIII of the Articles of Incorporation attached as Exhibit "B". Developer may terminate its management rights and responsibilities by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation. During said period, the Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association. During said period, Developer shall pay all the common expenses and as reimbursement therefor and as compensation for its management services Developer shall be entitled to receive and retain all of the assessments payable by the unit owners during said period, and Developer shall have all of the rights of the Association to levy and enforce the payment of assessments. During said period Developer shall not be required to assess or create any reserves and at the termination of said period and the assumption of the operation of the Association by the members, Developer shall not be required to render an accounting of income and expenses incurred during said period, except as may be required by law. Pursuant to Section 718.116(8)(b), Developer is excused from paying its share of common expenses upon unsold condominium units during such period of time as it shall guarantee that the assessment for common expenses of the condominium imposed upon other condominium unit owners shall not increase over the dollar amount stated in the projected operating budget. Developer obligates itself to pay any excess amount incurred during that period not produced by assessments at the guaranteed level receivable from other condominium unit owners.

17.2 To change the interior design and arrangement of all units as long as Developer owns the unit so changed and altered, provided such change shall be contained in an amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the Developer and need not be approved by the Association, its officers, directors, members, or unit owners, whether or not elsewhere required for an amendment to this Declaration.

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17.3 To alter the boundaries between units, so long as Developer owns the units so altered; to increase or decrease the number of units, to increase or decrease the undivided shares of the common elements, and to alter the boundaries of the common elements, provided the Developer owns the units affected and provided the share of ownership of the common elements of units not owned by Developer are not affected. No such change shall be made without amendment of this Declaration, provided that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the institutional mortgagee of an institutional first mortgage covering the units affected, whether the said units are encumbered by original mortgages, or whether they are included in an overall construction mortgage on the condominium property but such amendment shall not require the approval of the Association, its officers, directors or members, or unit owners.

17.4 It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the survey and plot plan described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of constructing and completing said improvements and units and effecting sale or lease of all of the condominium units. Developer shall have the right to maintain one or more model units to be used for display to prospective purchasers and may exhibit such signs and sale paraphernalia as may be desirable to effect such sales, and to use one or more units as an office for the exclusive use of Developer until such time as all units have been conveyed. With respect to all initial purchases from Developer, the Developer shall have the rights of the Association to approve all purchasers as provided in paragraph 12 herein.

18. Manager's Apartment and Meeting Room. The manager's apartment and meeting room, as designated on Exhibit "A" attached hereto shall be used as a single-family residence only. Such residence shall be occupied by a resident manager or resident superintendent of this condominium appointed by the Condominium Association from time to time. Under no circumstances may the manager's apartment be created a condominium unit, be sold or be rented to any person or persons whomsoever. The foregoing notwithstanding, in conjunction with the use restrictions herein set forth, the manager's apartment may be used in whole or in part, as offices in which some or all of the functions of property management or property superintendence of this condominium takes place. Furthermore, it shall not be deemed a violation of this restriction if leased to a person or corporation engaged in the management of real property for use by such resident superintendent or resident property manager in the management or superintendence of this condominium. The manager's apartment shall be deemed a limited common element of this condominium, in conformity with the reservations and restrictions contained in this paragraph.

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19. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

19.1 Notice. 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.

19.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning condominium units in the condominium. Owners may propose such an amendment by instrument in writing directed to the president or secretary of the board signed by persons owning not less than ten percent (10%) of the condominium units in the condominium. Amendments may be proposed by the Board of Directors by action of a majority of the board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the president or, in the event of his refusal or failure to act, the vice president elected by the directors from the condominium, or, in the event of his refusal or failure to act, then the Board of Directors shall call a meeting of those members of the Association owning condominium units in the condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members 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 at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-third (66-2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the members; or

(b) Until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in sub-paragraph 19.2(a) or (d); and

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Sarasota County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in paragraph 19.2(a) or (d).

(d) Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall

have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

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19.3 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any unit or class or group of units, unless the condominium unit owners so affected shall consent; and no amendment shall change any condominium unit nor the share in the common elements appurtenant to it, nor increase the condominium unit owner's share of the common expenses, unless the record owner of the condominium unit concerned and all record owners of mortgages on such condominium unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance and Reconstruction", unless the record owners of all mortgages upon the condominium shall join in the execution of such amendment. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own two (2) or more condominium units in SUNSET TOWERS.

19.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Sarasota County, Florida.

20. The Condominium Act. Chapter 718, Florida Statutes 1977, as amended to date, is incorporated herein by reference, and all provisions thereof shall apply to this condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

21. Rights of Institutional First Mortgagees: Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks and insurance companies holding first mortgages upon any of the condominium units shall be first obtained prior to any amendments to this Declaration or termination of the condominium, which consent shall not be unreasonably withheld. Such savings and loan associations, banks and insurance companies holding first mortgages who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee, however.

22. Termination. The condominium form of ownership may be terminated at any time by a vote of 80% of the voting rights of all unit owners in this condominium, unanimous consent of all of the institutional first mortgage holders, and written consent of Developer until such time as Developer shall have conveyed title to all units in this Condominium, by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. The Association shall endeavor to sell the condominium property, and shall hold the proceeds of sale in trust for the benefit of the unit owners and mortgagees. In the event that termination occurs after a casualty, loss or condemnation, the insurance or condemnation proceeds shall be combined with the proceeds of sale of the condominium property or what remains of it. After providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees in the event litigation or the services of an attorney are necessary to complete the termination and sale, the unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any common surplus of the condominium, in the undivided shares hereinafter described as "Termination Shares", and not in the same proportions as the ownership of common elements and common expenses. Each unit's "Termination Share" shall be a fraction, the numerator of which shall be the then most recent assessed valuation of the unit as determined by the Sarasota County Tax Assessor prior to the date of termination, and the denominator of which shall be the then most recent valuation of all units in this condominium prior to the termination, as determined by the said Sarasota County Tax Assessor. No amendment to this Declaration may change the "Termination Share" attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit.

23. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaws and rules and regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name this 10 day of June, 1980.

Signed, sealed and delivered
in the presence of:

SUNSET TOWERS, a Florida General Partnership

By: VROOM INTERNATIONAL, INC., a
Florida Corporation

As General Partner

By:

As President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day
of April, 1980, by JOHN VROOM
CO-PRESIDENT of VROOM INTERNATIONAL, INC., as General
Partner of SUNSET TOWERS, on behalf of the corporation.

Nancy S. Henney
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 16, 1982
Issued by American Fm & Co., Inc.

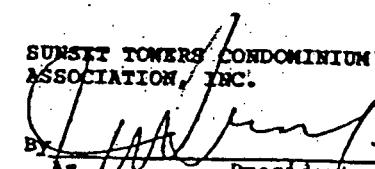
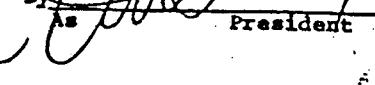


JOINDER OF ASSOCIATION

SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 10th day of June, 1980.

Signed, sealed and delivered
in the presence of:

Debra R. Rosario 
Patricia J. Thompson 

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

BY J.H. Room President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of June, 1980, by J.H. Room, President of SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

Daneen S. Henney
Notary Public
My Commission Expires:

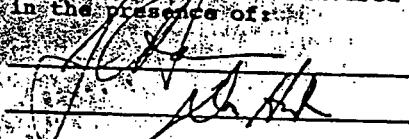
Notary Public, State of Florida at Large
My Commission Expires Aug. 19, 1982
Issued by American Fidelity & Casualty Company

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CONSENT OF MORTGAGEE

The undersigned owner and holder of the mortgage lien
upon the premises described in Exhibit "A" attached hereto,
hereby consents to the submission of said lands to condominium
ownership in accordance with the terms and provisions of the
foregoing Declaration of Condominium.

Signed, sealed and delivered
in the presence of:



THE MERCANTILE BANK OF CANADA,
a Canadian Chartered Bank

By



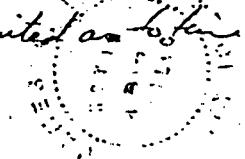
As ASSISTANT VICE PRESIDENT

PROVINCE OF
MUNICIPALITY OF

The foregoing instrument was acknowledged before me this
22nd day of May, 1980, by R. L. W. [Signature]
As ASSISTANT VICE PRESIDENT of THE MERCANTILE BANK OF CANADA, a
Canadian Chartered Bank, on behalf of the corporation.


Notary Public

My commission expires:

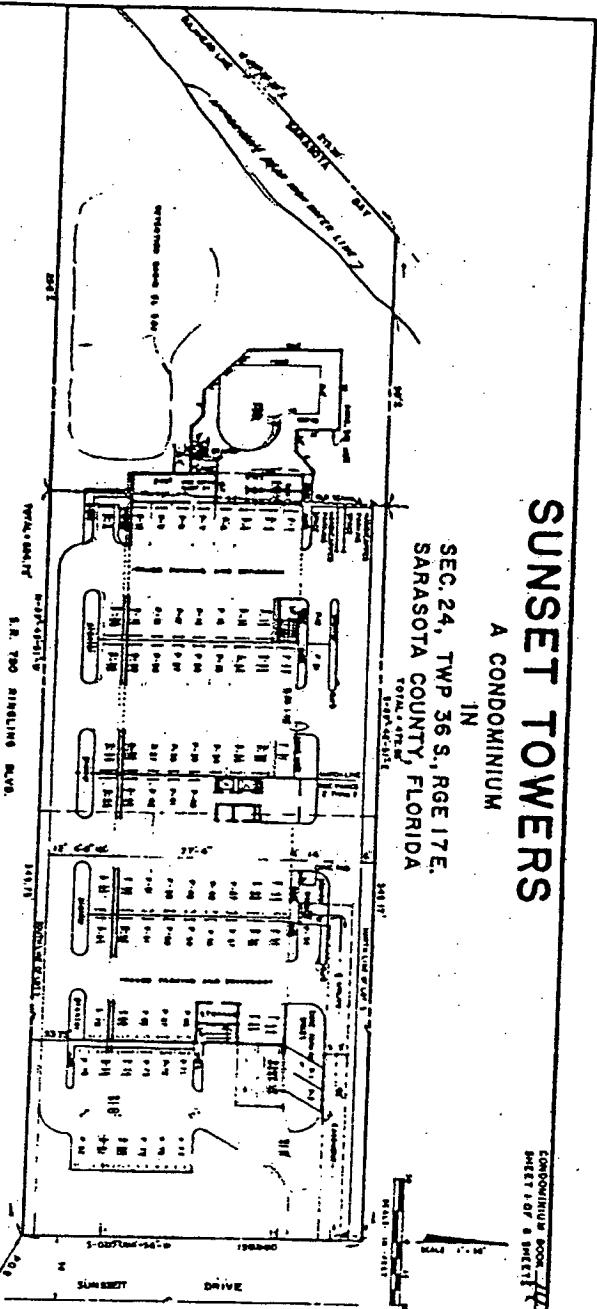

Validated as to form

SUNSET TOWERS

A CONDOMINIUM

IN
SEC. 24, TWP 36 S., RGE 17 E.
SARASOTA COUNTY, FLORIDA

MERRIOR & MERRIOR



IT "A"

of the great, heretical, enemies of God, & also, to depict their
vile lives, and the misery they bring upon themselves. Among the Northmen, who
had long been the most active, and most successful pirates, was a crew of
men, led by one Eirik, son of Asbjorn, King of Norway, who had obtained a
reputation, among the English, as being the most terrible of all pirates. This crew
was called the "Heathen Host." They had a large fleet of ships, and were
a powerful party. They had a leader, Eirik, son of Asbjorn, King of Norway,
and a number of other chiefs. The Northmen had a very bad name, and
were looked upon with suspicion and alarm by the people of England.

RECORDS: WOOD, *Ability of writing birds to predict the impact of human activity on their habitat*

THE BOSTONIAN

STATEMENT OF INVESTIGATOR.
I am investigating a large amount of
oil which I have been told is asphaltic.
This oil has the following properties:
It is an accurate representation of the
declaration of the chemists that
and that this investigation of the
location and dimensions of each
each unit can be returning a few more materials

RECEIVED
MAY 12 1944
U.S. DEPARTMENT OF AGRICULTURE
BUREAU OF RECLAMATION
PROFESSIONAL LAND SURVEYOR
PACIFIC COAST HIGHWAY NO. 1947

SUNSET TOWERS

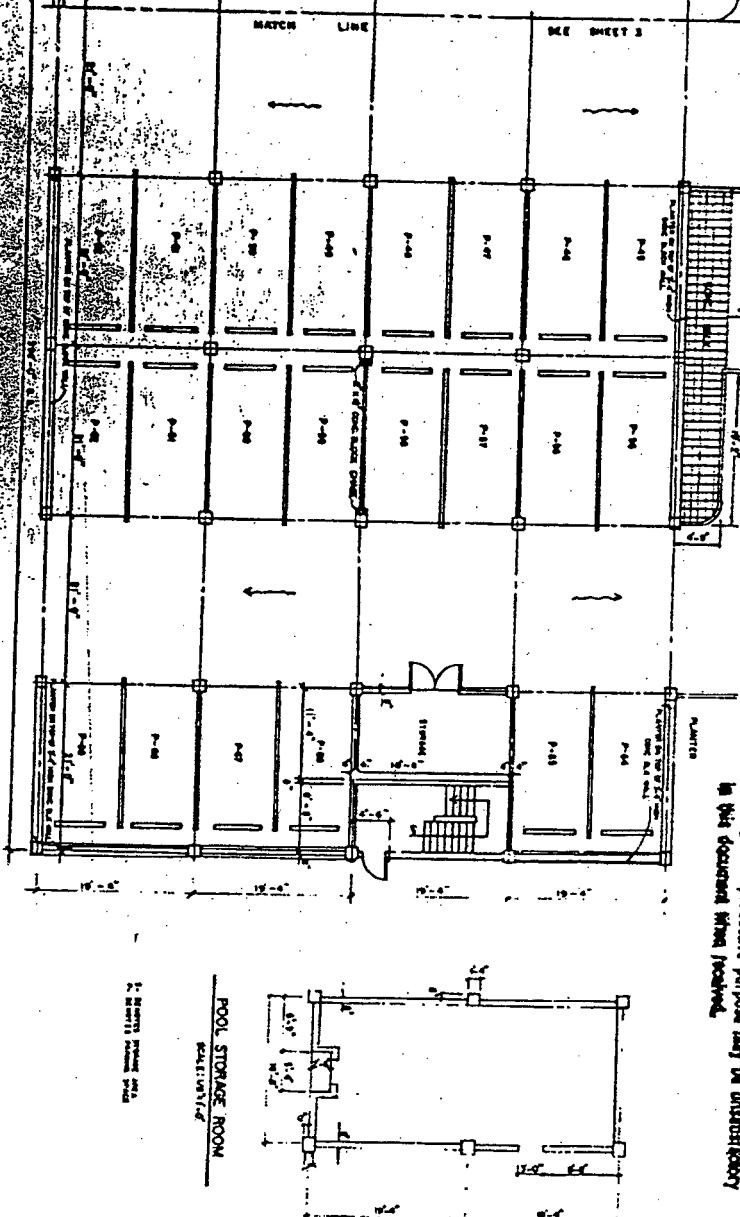
A CONDOMINIUM

IN

SEC. 24, TWP. 36 S., RGE. 17 E.
SARASOTA COUNTY, FLORIDA.

CONDOMINIUM BOOK 14 PAGE 44A
SHEETS OF 6 SHEETS

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7/7/1980
GROUND FLOOR PLAN - RIGHT SIDE

SUNSET TOWERS

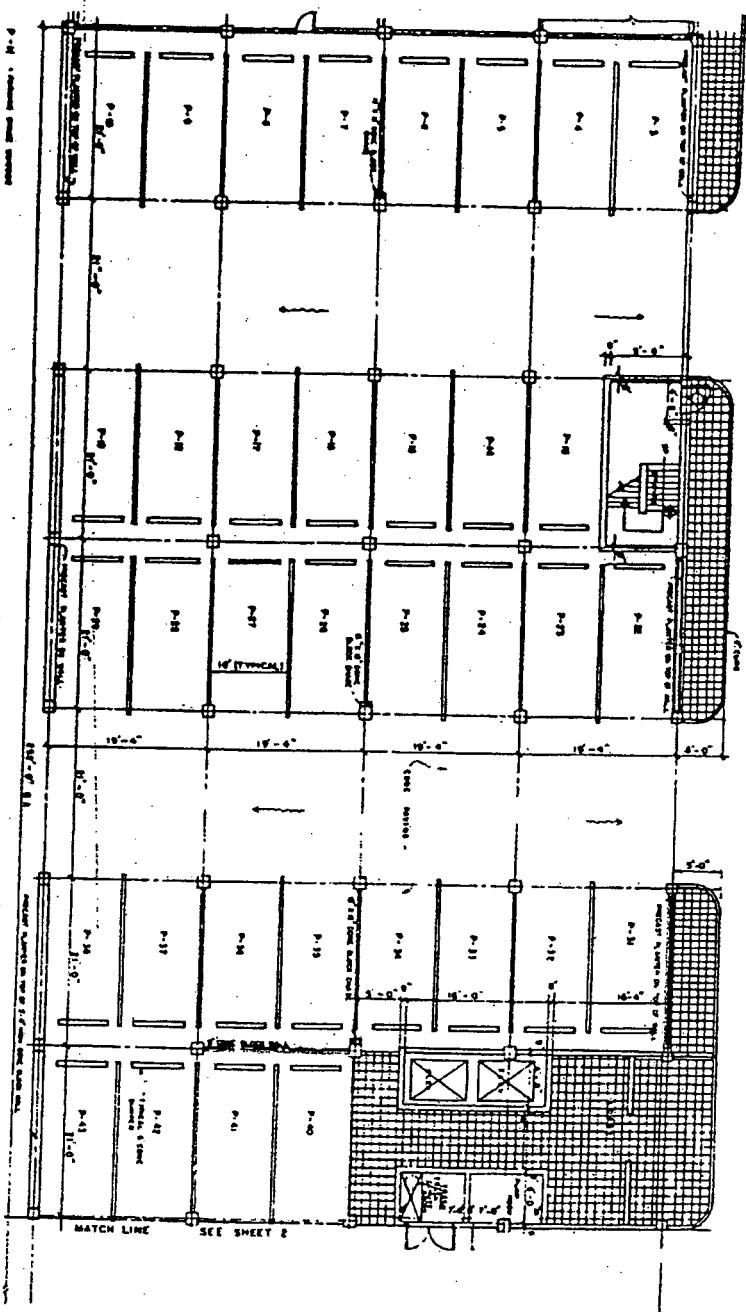
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IN

SEC. 24, TWP 36 S., RGE. 17 E.
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CONDOMINIUM DOCUMENTS
PAGES 2 OF 8 SHEETS

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SUNSET TOWERS

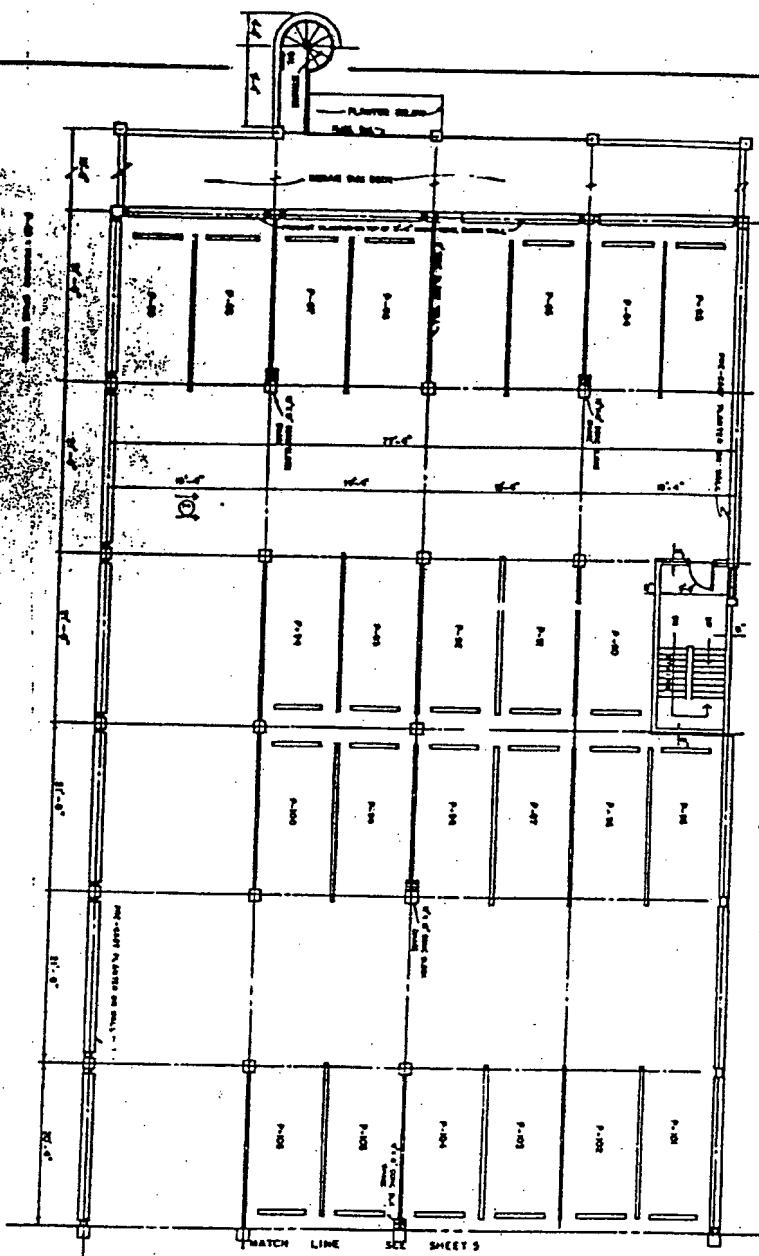
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CONDOMINIUM BOOK 14 PAGE 44
SHEET 4 OF 8 SHEETS

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SECOND FLOOR PLAN - LEFT SIDE

SEPT. 1987

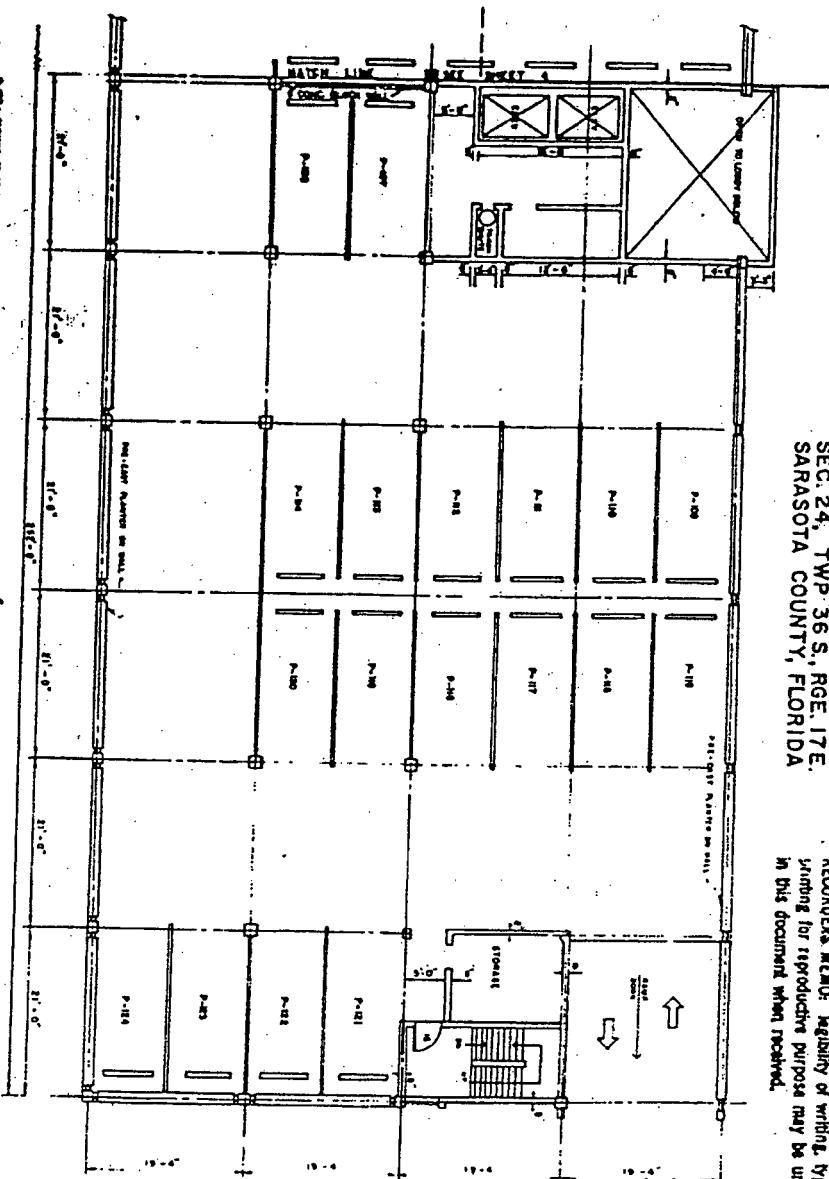
SUNSET TOWERS

A CONDOMINIUM

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SARASOTA COUNTY, FLORIDA**

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COMBINING SOURCE CODE



SECOND FLOOR PLAN - RIGHT SIDE

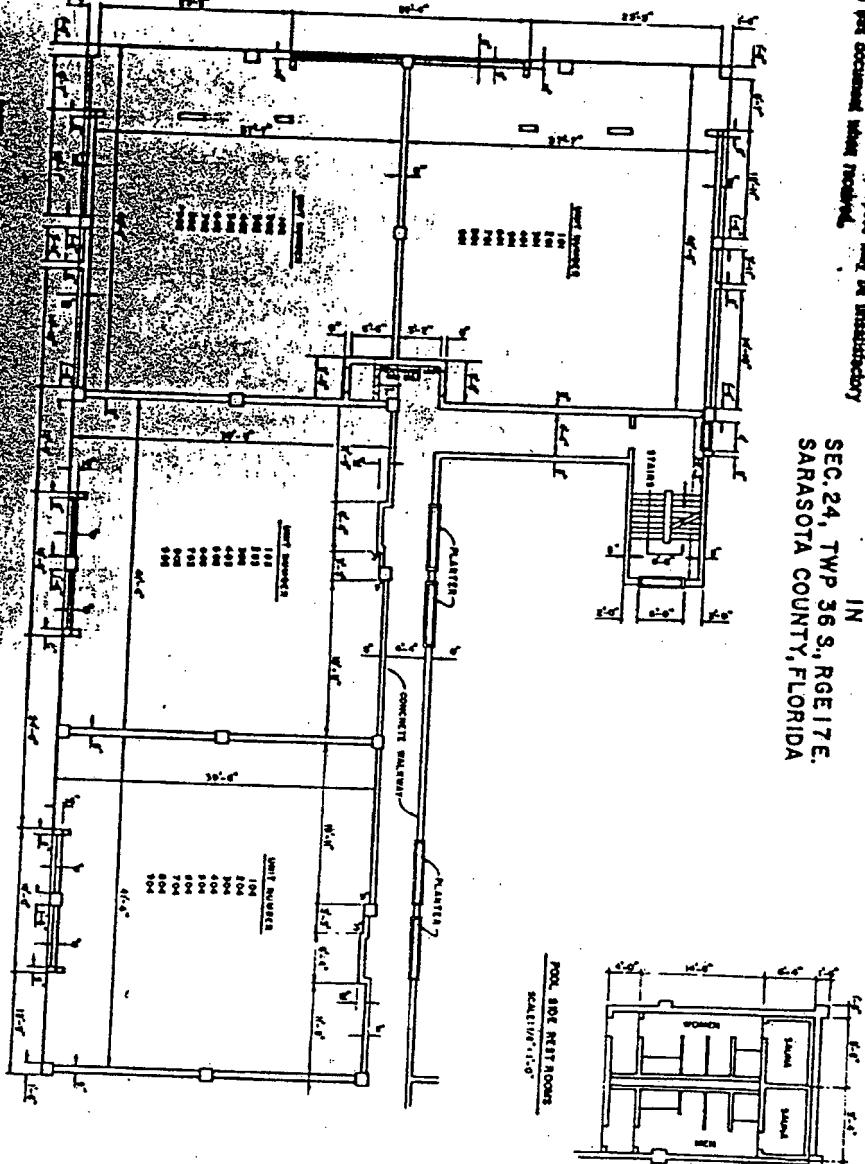
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SUNSET TOWERS

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CONDOMINIUM BOOK — PAGE 47
SHEET 8 OF 8 SHEETS



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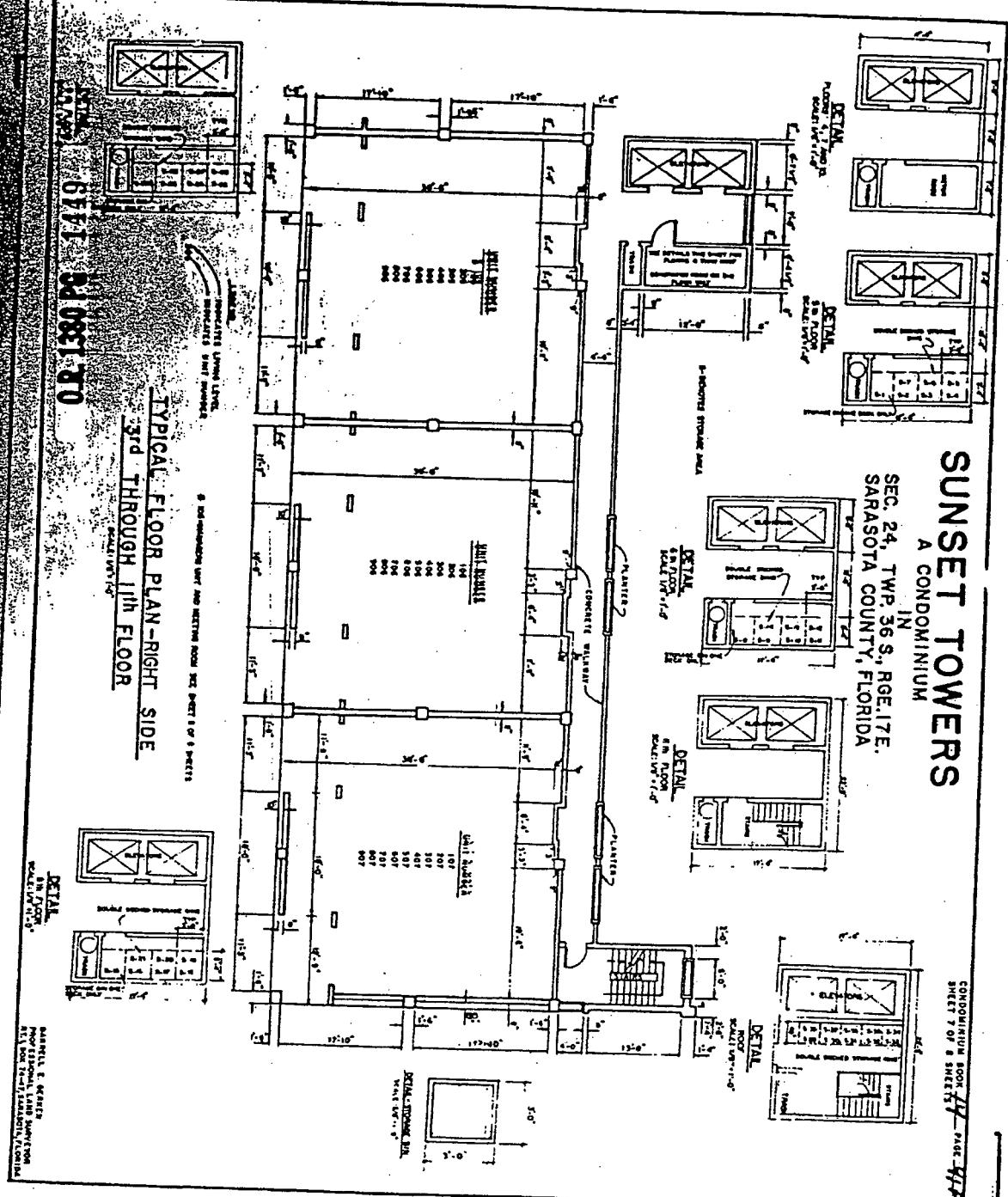
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SUNSET TOWERS

A CONDOMINIUM

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SARASOTA COUNTY, FLORIDA

CONDOMINIUM PLAN #4
SHEET 7 OF 8 SHEET 74



SUNSET TOWERS

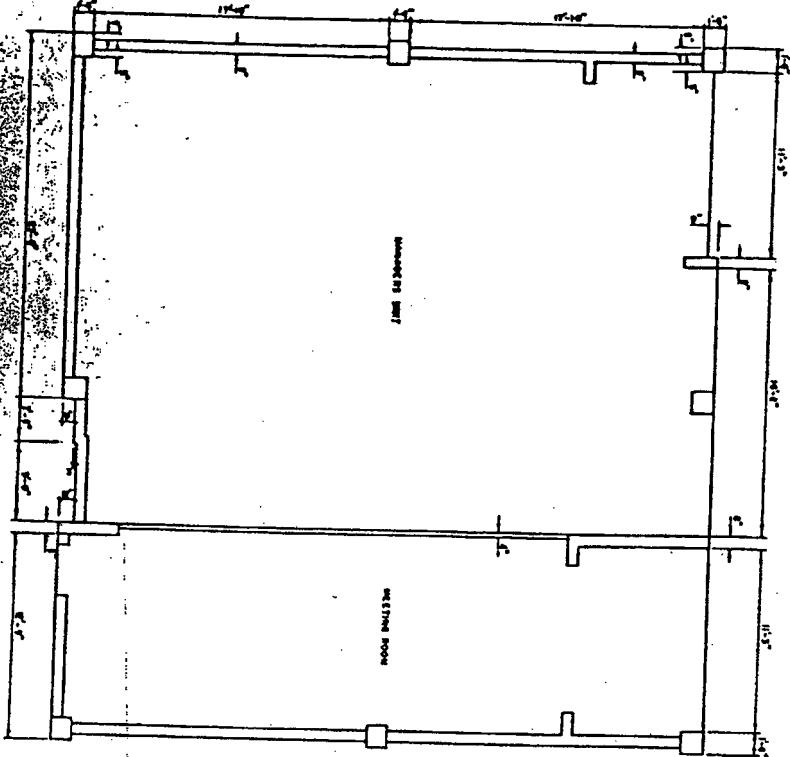
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A CONDOMINIUM

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COMING UPON BOOK LIFE *one life*



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WHICH UNIT IS SMALL, INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:

- A. UPPER AND LOWER BOUNDARIES

1. IN WHICH BOUNDARY THE NEUTRALITY PLATE OR THE UNSTABLE CLOUD

THE PERTURBATIONAL BOUNDARIES OF THE WIND SHELL OR THE WEATHER PAKET OR THE UNSTABLE INTERIOR OF THE WIND SHELL BOUNDARY ARE UP TO 1000 METERS IN THICKNESS AND ARE SUBJECT TO INTERACTIONS WITH EACH OTHER AND WITH THE WIND SHELL BOUNDARIES AND WITH THE WIND SHELL ATTACHED TO THE WIND SHELL ON ONE SIDE OR THE WIND SHELL ATTACHED TO THE WIND SHELL ON THE OTHER SIDE. THESE BOUNDARIES SHALL HAVE ONLY INTERACTION WITH THE WIND SHELLS ADJACENT TO AND WHICH INCLUDES ALL OF THE STRATOSPHERIC AND TROPOSPHERIC THERMOS.

2. THE CHARACTERS OF THE WIND SHELL AS "WEATHER" AS WELL AS THE PERTURBATION OR INCERTITUDE, AND APPARENTLY IT IS NOT A COMPOSITION UNIT, BUT RATHER A CONSTITUTIVE ELEMENT OF THE WIND SHELL, WHICH IS LIMITED IN USE AS SET FORTH IN THE REGULATIONS OF THE COMPOSITION

3. THE WIND SHELLS AND STORMS ARE LUMINED DOWNSCALE ELEMENTS TO THE WIND SHELLS THEY ARE ASSOCIATED

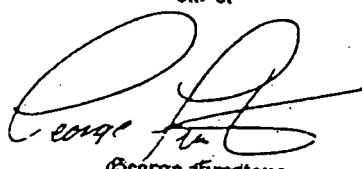
State of Florida
Department of State

1951
DEPARTMENT OF STATE

I certify that the attached is a true and correct copy of the Articles of Incorporation of SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on June 5, 1980, as shown by the records of this office.

The charter number for this corporation is 752809.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of June, 1980.



George Firestone
Secretary of State



CER 101 REV. 3-79

EXHIBIT "B"

FILED

JAN 5 8 20 AM '88
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

ARTICLE I

The name of the corporation shall be SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal place of business located at Sunset Drive, City of Sarasota, Sarasota County, Florida.

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act", for the operation of SUNSET TOWERS, a Condominium, to be created pursuant to the provisions of the Condominium Act.

ARTICLE III

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit and not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles of Incorporation and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate SUNSET TOWERS condominiums pursuant to the Declaration thereof, and as they may be amended from time to time.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

4.1 The members of the Association shall consist of all of the record owners of condominium units in SUNSET TOWERS, a Condominium, hereinafter referred to as "Condominium Units", and after termination of a Condominium shall consist of those who are members at the time of such termination; and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing record title to a condominium unit in SUNSET TOWERS, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated; provided, however, any party who owns more than one unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote for each unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one unit shall be entitled to one vote for each unit he owns, except as otherwise provided in the Bylaws.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
JOHN VROOM	Post Office Box 850 Woodbridge, Ontario Canada L4L 1B5
JAMES L. DENNIS	Post Office Box 850 Woodbridge, Ontario Canada L4L 1B5

JOHN BRAAM

2187 Siesta Drive
Sarasota, Florida 33579

ARTICLE VII

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate. Any person may hold two offices; excepting that the same person shall not hold the office of President and Vice-President. Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAMES</u>	<u>OFFICE</u>	<u>ADDRESSES</u>
JOHN VROOM	President	Post Office Box 850 Woodbridge, Ontario Canada L4L 1B5
JAMES L. DENNIS	Vice President	Post Office Box 850 Woodbridge, Ontario Canada L4L 1B5
JOHN BRAAM	Secretary-Treasurer	2187 Siesta Drive Sarasota, Florida 33579

ARTICLE VIII

8.1 The affairs of the Association shall be managed by a Board of Directors. The number of persons which shall constitute the entire Board of Directors shall be not less than three (3) nor more than five (5). Until such time as unit owners other than the Developer own fifteen (15%) percent or more of the units which will ultimately be operated by the Association as set forth in Article 13 below, the number of persons which shall constitute the entire Board of Directors shall be three (3), all of whom shall be appointed by the Developer.

Subsequent to unit owners other than the Developer obtaining ownership of fifteen (15%) percent or more of the units ultimately to be operated by the Association the number of Directors which shall constitute the entire Board of Directors shall be three (3), two (2) of whom shall be appointed by the Developer and one (1) of whom shall be elected by the unit owners other than the Developer.

Subsequent to the expiration of three (3) years after sales by the Developer have been closed on fifty (50%) percent of the units that will ultimately be operated by the Association; or the expiration of three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will ultimately be operated by the Association; or upon the date whereupon all the units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or when the Developer has sold some of the units and none of the other units are held by the Developer for sale in the ordinary course of business; whichever event shall be the first to occur, the number of Directors who shall constitute the entire Board of Directors shall be five (5), to be elected by unit owners other than Developer and to be appointed by the Developer as follows:

(a) The owners, other than Developer, of units in SUNSET TOWERS shall elect three (3) Directors.

(b) For so long as Developer holds any units operated by the Association for sale in the ordinary course of its business, all members of the Board of Directors not elected by the unit owners in accordance with sub-paragraph 8.1(a) above, shall be appointed by the Developer.

(c) All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. All members of the Board of Directors elected by the unit owners other than the Developer shall be unit owners. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

8.2 The first annual membership meeting shall be held in November of the year following the date upon which the Declaration of Condominium of SUNSET TOWERS, a Condominium, has been filed in the Public Records of Sarasota County, Florida.

8.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAMES

JOHN VROOM

ADDRESSES

Post Office Box 850
Woodbridge, Ontario
Canada L4L 1B5

JAMES L. DENNIS

Post Office Box 850
Woodbridge, Ontario
Canada L4L 1B5

JOHN BRAAM

2187 Siesta Drive
Sarasota, Florida 33579

ARTICLE IX

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

ARTICLE X

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

ARTICLE XI

11.1 In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and its members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, whereupon such members shall have the right to intervene and defend in such action.

11.2 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by members or their duly authorized representatives at reasonable times, and written summaries which shall be supplied at least annually to members or their duly authorized representatives.

ARTICLE XII

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

12.1 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.

12.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such amendment. Directors and members 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 at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than Developer, all amendments to the Articles of Incorporation shall be approved as set forth in paragraph 12.2(a).

12.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Section 3.3 of Article III, without approval in writing by all members and the joinder of all record owners of mortgages on the condominium units, including the Developer. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own two (2) or more condominium units in SUNSET TOWERS. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer.

12.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Sarasota County, Florida.

ARTICLE XIII

Whenever referred to in these Articles of Incorporation the term "Developer" shall refer to SUNSET TOWERS, a Florida general partnership.

The term "Units that will be ultimately operated by the Association" shall refer to the sixty-two (62) condominium units to be constructed as part of SUNSET TOWERS.

ARTICLE XIV

The Resident Agent to accept service of process within this State for said corporation shall be PHILLIP A. WOLFF, ESQUIRE, 720 South Orange Avenue, P.O. Box 3798, Sarasota, Florida 33578.

Having been named to accept service of process for the above-stated corporation at the place designated herein, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Philip A. Wolff
PHILLIP A. WOLFF

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 7th day of March, 1974.

RECORDERS MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

John Vroom (SEAL)
J. Dennis (SEAL)
John Braam (SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared JOHN VROOM, JAMES L. DENNIS, and JOHN BRAAM, who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed herein, this 7th day of March, 1974.

Pamela S. Henry
Notary Public
My Commission Expires: Aug 18, 1977

Notary Public, State of Florida #L-117
My Commission Expires Aug 18, 1977
Pamela S. Henry, Notary Public

BYLAWS

of

SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

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a corporation not for profit
under the laws of the State of Florida

1. Identity. These are the Bylaws of SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statute as amended to the date hereof, hereinafter referred to as the "Condominium Act".

1.1 The office of the Association shall be in Sarasota County, Florida.

1.2 The fiscal year of the Association shall be the calendar year unless otherwise designated by the Board of Directors.

1.3 The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", and the year of incorporation.

2. Members' meetings.

2.1 The annual members' meeting shall be held at the office of the Association at 10:00 a.m., Eastern Standard Time, on the third Thursday in November of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by such officers upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership, provided, however, until SUNSET TOWERS, a Florida general partnership, hereinafter called the "Developer" have closed upon the sales of all of the Condominium Complex, hereinafter referred to as "Condominium Units", or until the Developer elects to terminate its control of the Association, or until three (3) years from the date the Declaration of Condominium of SUNSET TOWERS, a Condominium, has been recorded,

EXHIBIT C

whichever occurs first, no special members' meetings shall be called or convened, except with the consent and approval of the Developer.

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2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed by certified mail, return receipt requested, not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

2.5 Voting.

(a) In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

(b) If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on

file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.9 Election of New Directors. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.

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2.10 Turnover Meeting. Not later than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the unit owners and of the Association held by or controlled by the Developer.

2.11 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

2.12 Minutes. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and board members at all reasonable times.

3. Directors.

3.1 Membership. All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

3.2 Election of Directors shall be conducted in the following manner:

(a) **Election of Directors** shall be held at the annual members' meeting, subject to the provisions of sub-paragraph 3.2(f) and subparagraph 2.9 hereof.

(b) The Board of Directors may, at its discretion, designate a nominating committee of not less than three (3) nor more than five (5) members. In the event the Board shall elect to designate such committee, such designation shall be made not less than thirty (30) days prior to the annual election meeting, and each such committee shall be charged with the duty of nominating one person for each Director to be elected from the Condominium represented by the nominating committee, provided, however, additional nominations from condominium owners shall be received from the floor prior to elections at the annual election meeting.

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(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(e) Any Director may be removed by concurrence of two thirds (2/3) of the vote of the condominium owners at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting.

(f) Provided, however, that until the Developer elects to terminate its control of the Association, or until the annual membership meeting taking place four (4) years after the Declaration of Condominium of SUNSET TOWERS, a Condominium, has been recorded, whichever occurs first, the Developer shall have the right to remove any Director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any Director originally appointed by it.

3.3 The term of each director's service, subject to the provisions of 3.2(e) and 3.2(f) above, shall extend until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given

personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.10 Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.11 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

3.12 The order of business at Directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New Business.

(h) Adjournment.

3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association, provided, Directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as Directors.

3.14 Minutes. Minutes of all meetings of Directors shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

3.15 Open meetings. Except in emergency situations, meetings of the Board of Directors shall be open to all members and notice of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance for the attention of the members.

3.16 Vacancies. A vacancy in any directorship shall be filled by the person or body having the right to originally elect or appoint such Director.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

(a) To enter into a long-term management contract, providing for the management of condominium property.

(b) To enter into contracts for the purpose of making available to the owners of condominium units such services as, but not limited to maintenance and security services.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine

upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice-President, nor shall the President or a Vice-President also be Secretary or an Assistant Secretary. Any officer may be removed preemptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting. A vacancy in any office shall be filled by the body having the right to originally elect the officer to the office so vacated.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.5 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Developers shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation

in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the condominium for such compensation as shall be mutually agreed between the Board and such officer or Director.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declarations of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. An account shall be maintained for the condominium administered by the Association. Receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(e) Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget.

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(a) Adoption by Board of Directors. The Board of Directors shall adopt a budget for the condominium administered by the Association for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves for the condominium. The adoption of a budget for the condominium shall comply with the requirements hereinafter set forth:

(1) Notice of meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(2) Recall of Directors and Revision of Budget.

a. Special membership meeting. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any year exceeding one hundred and fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact a revision of the budget or to consider and enact the recall of any and all members of the Board of Directors and to elect their successors.

b. Recall of Directors. During such period as Developer shall have the right to elect a majority of the Directors of the Association, recall of any and all members of the Board of Directors shall require the affirmative vote of all of the unit owners. Subsequent thereto, the recall of any and all members of the Board of Directors elected by any condominium shall require the affirmative vote of not less than seventy-five (75%) percent of the unit owners.

c. Revision of Budget. During such period of time as the Developer shall have the

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right to elect a majority of the Directors of the Association, a revision of the budget adopted by the Board of Directors shall require the affirmative vote of all the unit owners. Subsequent thereto, the revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) percent of all unit owners.

(3) Proviso. So long as Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred and fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.

(4) Approval of Budget by Membership. Notwithstanding the foregoing, the Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by the unit owners at the meeting or by majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth, nor shall the members be entitled to recall any Board members in the manner hereinabove set forth.

(5) Budget Requiring Assessments Against Unit Owners Exceeding One Hundred Fifteen (115%) Percent of Assessments for the Preceding Year. In determining whether a budget requires assessment against unit owners in any year exceeding one hundred and fifteen (115%) percent of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the condominium property if the Bylaws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors.

(b) Adoption of Budget by Membership. In the event that the Board of Directors shall be unable to adopt a

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budget for the Association in accordance with the requirements of sub-paragraph (a) above, the Directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for such special membership meetings in paragraph (2) above; and such budget adopted by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

6.3 Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of assessments installments upon default. If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be

only by checks signed by such persons as are authorized by the Directors.

6.6 Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

6.7. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board to the extent that it applies to the condominium wherein the member owns a condominium unit.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

8. Amendments. A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not less than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-third (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) per cent of the votes of the members; or

(b) Until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in sub-paragraph 8(a) or (d); and

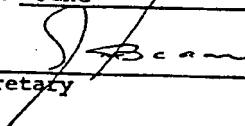
(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Sarasota County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in paragraph 8(a) or (d).

(d) Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with The Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developers, so long as they shall own two or more condominium units in SUNSET TOWERS, a Condominium.

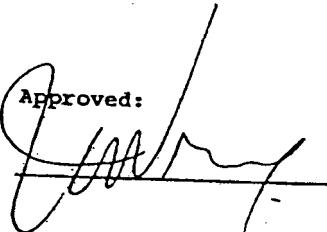
8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly recorded as an amendment to Declaration of Condominium in the Public Records of Sarasota County, Florida.

The foregoing were adopted as the Bylaws of SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 10th day of June, 1980.


Secretary

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Approved:


President

PREPARED BY:
TERENCE MATTHEWS
5209 26th St. W.
Bradenton, FL 33507

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O.R. 1552 PG 0838

AMENDMENT TO
DECLARATION AND BYLAWS OF
SUNSET TOWERS, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., by and through the action of its Board of Directors and the members of said corporation pursuant to the provisions of the Declaration of Condominium of Sunset Towers, a Condominium recorded in Official Record Book 1380, Page 1411 et seq., the Bylaws of Sunset Condominium Association, Inc. as recorded in Official Record Book 1380, Page 1459 et seq., both in the Public Records, Sarasota County, Florida, and pursuant to Chapter 718, Florida Statutes, does hereby amend said Declaration and Bylaws as follows:

1. The Declaration of Condominium, paragraph 13, the second sentence is amended to read:

One-fourth (1/4) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each quarter of the calendar year.

2. The Bylaws of the Sunset Towers Condominium Association, Inc., paragraph 2.1 is amended to read:

The annual members' meeting shall be held at the office of the Association at 2:00 p.m., Eastern Standard Time, on the third Thursday in February of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

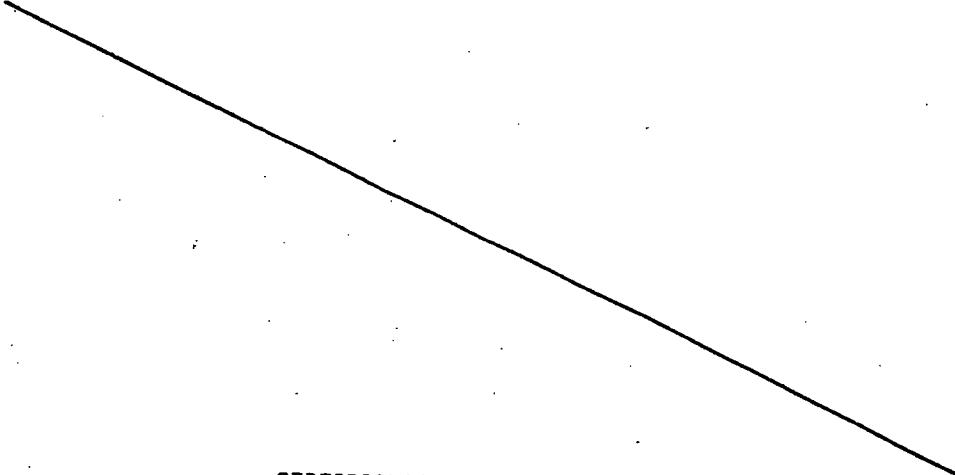
3. The Bylaws of the Sunset Towers Condominium Association, Inc., paragraph 6.3 is amended to read:

Assessments against the condominium unit owners for their share of the items of the budget shall be made for the year annually in advance of the day of the annual members' meeting in February. Such assessments shall be due in equal installments,

Sunset Towers Condo Ass., Inc.
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payable on the first day of each quarter of the year. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full quarters of the calendar year left as of the date of such amended assessment, each such quarterly installment to be paid on the first day of the quarter, commencing the first day of the next ensuing quarter. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

4. The provisions of this amendment shall govern and control any other provision in the Declaration or other constituent document of this condominium, and specifically, any reference to monthly assessments which is in conflict with these amendments shall hereby be modified to conform to the terms herein providing for quarterly payment of assessments.



CERTIFICATE OF AMENDMENT

IN WITNESS WHEREOF, SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., has caused its signature and seal to be affixed hereto and does hereby certify that the aforesaid amendments to the original Declaration recorded in Public Records of Sarasota County, Florida as aforesaid, are adopted and approved by the Board of Directors pursuant to vote of the

O.R. 1552 P8 0840

members of the Association, and done this 7th day of December, 1982.

ATTEST:

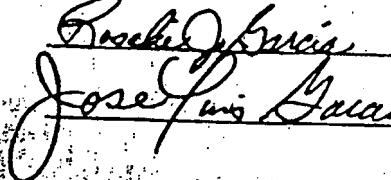
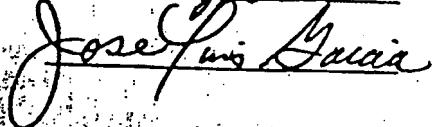


SEC.

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

BY: Thomas M. Turner
PRES.

Witnesses:

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this
7th day of December, 1982, by Thomas M. Turner,
President of SUNSET TOWERS CONDOMINIUM ASSOCIATION INC., and
Andre Neumann, Secretary of SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC., on behalf of said corporation.


Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 22, 1986
DONDED THRU HUCKLEBERRY SIBLEY
& HARVEY INSURANCE & BONDS, INC.



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7A.M. 12/22/86

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CERTIFICATE OF AMENDMENT

of the

BY-LAWS OF

SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached amendments to the By-Laws of Sunset Towers Condominium Association, Inc., as recorded as an exhibit to the Declaration of Condominium of Sunset Towers, a condominium, which Declaration is recorded in Official Records Book 1380, Page 1411, et seq. of the Public Records of Sarasota County, Florida, were duly adopted in the manner provided in Paragraph 8 of the By-Laws, that is by approval of not less than 66 2/3% of the Association Board of Directors and approval of not less than 51% of the members of the Association, at the annual meeting held February 20, 1986.

IN WITNESS WHEREOF, we have affixed our hands this
12th day of May, 1986, at Sarasota County, Florida.

WITNESSES:

Elin O---

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

By: Gotthard Weber
Gotthard F. Weber, President

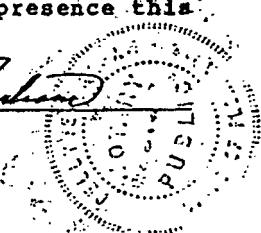
Dolly E. Graham

By: Judy Seamon
Judy Graham, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

SWORN to before me and subscribed in my presence this
12th day of May, 1986.

Dolly E. Graham
Notary Public



My Commission Expires:

ROTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 6, 1990
BONDED THRU GENERAL INS. UNO,

PREPARED BY:

✓ Janice L. Seamon, Esquire
BECKER, POLIAKOFF & STREITFELD, P.A.
630 South Orange Avenue, Third Floor
Post Office Box 49675
Sarasota, Florida 33578
(813) 366-8826

O.P. 1855 PG 103

AMENDMENTS
to the
BY-LAWS OF
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

(Additions indicated by underlining; deletions by ----)

2. Members' meetings.

2.3 Notice of all member's meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed by certified mail, return receipt requested, not less than fourteen (14), nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the member's attention.

2.9--Election of New Directors.--Within sixty-(60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty-(30) days nor more than forty-(40) days notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.

2.10--Turnover Meeting.--Not later than sixty-(60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the unit owners and of the Association held by or controlled by the Developer.

2.11--Proviso.--Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, the proceedings of all meeting of members of the Association shall have no effect unless approved by the Board of Directors.

(Renumber Section 2.12 as 2.9)

3. Directors.

3.1 Membership. All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. In addition to the directors elected by the members, the immediate past president of the Association shall serve on the Board of Directors, but without the power to vote or make motions. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, subject to the provisions of sub-paragraph 3.2(f) and subparagraph 2.9 hereof.

(f)--Provided, however, that until the Developer elects to terminate its control of the Association, or until the annual membership meeting taking place four-(4)-years-after-the-Declaration-of-Condominium of SUNSET TOWERS, a Condominium, has been recorded, whichever occurs first, the Developer shall have the right to remove any Director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any Director originally appointed by it.

3.3 The term of each director's service, subject to the provisions of 3.2(e) and 3.2(f) above, shall extend until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The non-voting past president shall not, however, count in determining the requirements for a quorum or for acts of the Board as herein provided. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

8. Amendments.

(b)--Until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in subparagraph 8(a) or (d), and

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Sarasota County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in paragraph 8(a) or (d).

(d)--Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with The Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of

the Developers, so long as they shall own two or more condominium units in SUNSET TOWERS, a condominium.

9. Fines

9.1 Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests or lessees, in the manner provided herein.

9.2 The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within fourteen (14) days of the sending of the notice. The notice shall state the date, time and place the hearing will be held if it is requested. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within fourteen (14) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

9.3 If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

9.4 Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise are timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

9.5 A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of that unit, and shall be promptly paid to the Association by the owner of that unit.

9.6 Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents, including but not limited to legal action for damages or injunctive relief. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.

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CERTIFICATE OF AMENDMENT
of the
DECLARATION OF CONDOMINIUM
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached amendments to the Declaration of Condominium of Sunset Towers, a Condominium, as recorded in Official Records Book 1380, Page 1411, et seq. of the Public Records of Sarasota County, Florida, were duly adopted in the manner provided in Article 19 of the Declaration, that is by approval of not less than 66 2/3% of the Association Board of Directors and approval of not less than 51% of the members of the Association except for the changes to Paragraph 9, which received the approval of at least 65% of the members of the Association, all at the annual meeting held February 20, 1986.

IN WITNESS WHEREOF, we have affixed our hands this
12th day of May, 1986, at Sarasota County, Florida.

WITNESSES:

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

Edgar C. T. -

By: Gotthard Weber
Gotthard F. Weber, President

Dolly E. Parker

By: Judy Seamon
Judy Graham, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

SWORN to before me and subscribed in my presence this
12th day of May, 1986.

Dolly E. Parker
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 6, 1990
BONDED THRU GENERAL INS. UNO.

PREPARED BY:

Janice L. Seamon, Esquire
BECKER, POLIAKOFF & STREITFELD, P.A.
630 South Orange Avenue, Third Floor
Post Office Box 49675
Sarasota, Florida 33578
(813) 366-8826

O.R. 1855 PG 1007

AMENDMENTS
to the
DECLARATION OF CONDOMINIUM
SUNSET TOWERS

(Additions indicated by underlining; deletions by ----)

4. The Unit: A unit shall consist of the space defined in Exhibit "A." In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control. By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to identify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

5. The Limited Common Elements. The limited common elements, the use of which shall be limited to those unit owners to which such use is assigned include:

A. Storage areas as shown on Exhibit "A." At least one storage area will be assigned to each unit by Developer at the time of the initial sale of condominium units. The right to use a said designated storage area shall pass as an appurtenance to the condominium unit owned by the unit owners to whom such space was initially assigned by the Developer.

B. Parking spaces as shown on Exhibit "A." Parking spaces shall constitute limited common elements to the units to which they may be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer or Condominium Association may assign parking spaces to the various units and may record among the Public Records of Sarasota County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation with respect to any condominium unit, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not assigned, be deemed common elements. Provided that each unit shall have assigned to it at least one parking space, the remaining parking spaces may be designated by the

Condominium Association (after the Developer no longer controls the designation of parking) as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to use as the Condominium Association shall from time to time direct and may be made available for guest parking. Parking spaces so designated common elements by the Condominium Association may, with approval of a majority of the whole number of unit owners, be assigned by the Condominium Association as limited common elements to one or more units, providing that such designation is executed with the formalities required of deeds by the authorized officers of the Condominium Association and sets forth that the approval of a majority of the whole number of units owners to such designation was obtained at a meeting of unit owners called at least in part for that purpose or obtained in writing and on file with the Condominium Association, either of which procedure shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Sarasota County, Florida, the parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect and with the same results as if set forth above for the designation of record parking spaces as limited common elements, the Developer and/or the Condominium Association may assign specific parking spaces to the units without recording such assignment and in such cases the use of such parking spaces shall be restricted to the unit owners to which the space is so assigned.

During such time as the Developer shall own any units in the condominium and shall not have designated in respect to such units the required number of parking spaces, the Developer shall control and have the right in lieu of the Condominium Association to make all designations of parking. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated with respect to all unsold units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, authorities herein granted to the Condominium Association in respect to parking, but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Condominium Association relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking spaces.

9. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

9.2. Proviso. Provided, however, that during such time as the developer, its successors or assigns, is in the process of construction on any portion of the condominium building, the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the common elements of the condominium building to any of the occupants of the building, and to utilize various portions of the common elements of the building in connection with such construction and development. No unit owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any unit within the building and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the Developer, its successors or agents. Developer may make such use of the unsold units, common elements and common

areas as may facilitate such completion and sales, including, but not limited to, maintenance of a sales office, showing of the property and display of signs.

9.3 - Provision - Provided, further, that no change or changes shall be made in the aforesaid use restrictions until five-(5)-years after submission of this condominium to condominium ownership, without prior approval by not less than seventy-five percent (75%) of the unit owners and the written consent of the Developers. After expiration of said five-year period, the use restrictions set forth above may be amended or changed upon prior approval of not less than sixty-five percent (65%) of the unit owners.

12. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium units, the transfer of condominium units by any owner other-than-the-Developers shall be subject to the following provisions as long as the condominium exists:

12.1 Transfers Subject to Approval

(b) Lease. No condominium unit owner may lease a condominium unit without approval of the Association, except with the express written consent of the Board of Directors of the Association or of the Developers, and such consent when once given and relied upon in connection with the purchase and acquisition of a condominium unit may not thereafter be revoked or terminated without the consent of the condominium unit owner.

12.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of condominium units shall be obtained in the following manner:

(2) Lease. A condominium unit owner intending to make a bona fide lease of his condominium unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and a copy of the proposed lease signed by the proposed lessee. The notice also shall not be complete unless accompanied by a deposit to the Association in the amount of \$100.00. The Association may use all or part of those funds as full or partial compensation to the Association for any damage to the common elements or Association property caused by the act or negligence of the tenant or any other occupant of the unit under lease. The deposit, less any amount so deducted, shall be refunded to the unit owner within thirty (30) days of the termination of the lease and the vacating of the unit by the tenants.

12.10 Anything herein-to-the contrary notwithstanding, at such time as the Developer no longer has the right to designate any member of the Board of Directors, the approval or disapproval of the Association to a proposed sale, lease or other transfer shall be determined by a committee of the Board of Directors and the action of such committee shall, for the purposes of this article, constitute the action of the Association.

14. Easements are expressly provided for as follows:

14.1 Utility Easements. Developer Perpetual easements are hereby reserved for and on behalf of itself and SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the condominium lands which are not occupied by buildings or other structures. Utility

easements may be granted by the Developer or SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC. to any public or private utilities as may be necessary or desirable to provide utility services to any of the foregoing. All public and private utility companies rendering utility services to this condominium shall have a perpetual nonexclusive easement over, across, under and through all common land areas of the condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this condominium and for the purpose of reading meters in connection therewith.

14.3 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners, Developer and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

14.4 Employees. Easements of ingress, egress, passage and entry to employees of the Association condominium and the Developer, its guests, assigns, and invitees.

16. Combination of Units. With the permission of the condominium association or-of-the-Developer, abutting units may be physically combined into a single dwelling, but they shall, nevertheless, be for all other pertinent purposes, including but not limited to, assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall, in any and all events, be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Association or the Developer to approve any modification which will alter the exterior appearance of the condominium apartment in which the combined unit being severed into its component units is located or in which the separate units being combined are located.

17. Rights of Developer. (Article 17 is hereby deleted in its entirety. See Article 17 for present text. Subsequent articles are hereby renumbered accordingly.)

19. 18. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

18.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning condominium units in the condominium. Owners may propose such an amendment by instrument in writing directed to the president or secretary, of the board signed by persons owning not less than ten percent (10%) of the condominium units in the condominium. Amendments may be proposed by the Board of Directors by action of a majority of the board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the president

or, in the event of his refusal or failure to act, the vice president elected by the directors from the condominium, or, in the event of his refusal or failure to act, then the Board of Directors shall call a meeting of those members of the Association owning condominium units in the condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members 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 at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-third (66-2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the members; or

(b) Until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in sub-paragraph 19.2(a) or (d), and

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Sarasota County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in paragraph 19.2(a) or (d).

(d) Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

19.3 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any unit or class or group of units, unless the condominium unit owners so affected shall consent; and no amendment shall change any condominium unit nor the share in the common elements appurtenant to it, nor increase the condominium unit owner's share of the common expenses, unless the record owner of the condominium unit concerned and all record owners of mortgages on such condominium unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance and Reconstruction," unless the record owners of all mortgages upon the condominium shall join in the execution of such amendment. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own two (2) or more condominium units in SUNSET TOWERS.

SARASOTA CO. FLA.
R.H. HAGEN F. S. DELERK
FILED AND RECORDED

MAR 14 1986

Q.R. 1928 PG 1577

728009

CERTIFICATE OF AMENDMENT

of the

DECLARATION OF CONDOMINIUM

SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached amendments to the Declaration of Condominium of Sunset Towers, a Condominium, as recorded in Official Records Book 1380, Page 1411, et seq. of the Public Records of Sarasota county, Florida, were duly adopted in the manner provided in Article 19 of the Declaration, that is by approval of not less than 66 2/3% of the Association Board of Directors and approval of not less than 51% of the members of the Association at the annual meeting held February 19, 1987.

IN WITNESS WHEREOF, we have affixed our hands this
10 day of March, 1987, at Sarasota County, Florida.

WITNESSES:

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.


John Kaduska
Morraine E. Weber

By: Gotthard F. Weber
Gotthard F. Weber, President

By: Judy Graham
Judy Graham, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

SWORN to before me and subscribed in my presence this
10 day of March, 1987.

Terry G. Wehner
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES NOV. 2, 1990
BOARDED TUES. GENERAL INS. CO.

Becker Polkoff
This instrument prepared by
and returned to:
CHAD M. McCLENATHAN, ESQ.
B.P.A.B.
P.O. Box 49875
Sarasota, Florida 33577



AMENDMENTS

DECLARATION OF CONDOMINIUM

SUNSET TOWERS

(Additions indicated by underlining; deletions by -----)

9. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

9.1 Specific Use Restrictions. No owner, tenant or other occupant shall:

(a) Use the unit for other than single family residence purposes. For purpose of this Declaration, its Exhibits, and rules and regulations adopted by the Association, "single family residence" means the use of a unit as a single house-keeping unit by either an individual; or two or more persons all of whom are related to each other by blood, marriage or legal adoption; or by no more than two persons who are not so related. Further, no more than six occupants are permitted per unit, including temporary occupants and guests. No guests may occupy a unit for more than thirty days in any calendar year.

(q) Lease less than an entire unit or lease an entire unit for a period of less than thirty ~~or~~ sixty (60) days or lease same more than four ~~or~~ three (3) times during a calendar year so that the high quality of this condominium shall be maintained and shall not become a lodging facility for transients;

(r) Park other than non-commercial conventional passenger motor vehicles, as registered by the State of Florida, or other applicable state, in any parking area except service vehicles during the time they are actually serving the unit or common elements. No boat, trailer, camper, motor home, mobile home, motorcycle, recreational vehicle or similar non-conventional passenger motor vehicle may be parked in any portion of the condominium property.

(t) Permit the permanent occupancy of a unit by any person under eighteen (18) years of age. For purposes hereof "permanent occupancy" is deemed to be occupancy of a unit for more than thirty days in any calendar year. Further, no person under the age of eighteen years may occupy a unit unless an owner of the unit is also in occupancy. This restriction of the occupancy of units by children shall not apply to any children permanently occupying a unit on the effective date of the passage of this amendment in 1987, nor to any children who may be entitled to occupy a unit pursuant to a unit lease approved by the Association prior to that date.

AMENDMENT CO FLA.
F.M. ASSOCIATES INC.
FH 19 A.D. 8 34569

MA 11 20 8 LB

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CERTIFICATE OF AMENDMENT

865033

TO THE
DECLARATION OF CONDOMINIUM
OF
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

O.R. 2017 PG 0418

THE UNDERSIGNED officers of Sunset Towers Condominium Association, Inc. hereby certify that the attached amendments to the Declaration of Condominium for Sunset Towers, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1380, Page 1411, et seq., of the Public Records of Sarasota County, Florida were duly adopted in the manner provided in Article 19 of the Declaration, that is by approval of not less than 66 2/3% of the Association Board of Directors and approval of not less than 51% of the members of the Association at the annual meeting held February 18, 1988.

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
SUNSET TOWERS

(Additions indicated by underlining, deletions by ---)

9. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

9.1 Specific Use Restrictions. No owner, tenant or other occupant shall:

(q) Lease less than an entire unit or lease an entire unit for a period of less than ninety (90) sixty-(60) days or lease same more than two (2) three-(3) times during a calendar year so that the high quality of this condominium shall be maintained and shall not become a lodging facility for transients;

10. Maintenance, Repair and Replacement. Responsibility for the maintenance, repair and replacement regarding the condominium property as follows:

10.1 By the Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements as defined herein. The Association shall have the irrevocable right to have access to each condominium unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another condominium unit. Damages caused to a condominium unit or its contents due to known and unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion unto the unit from or through the common elements to another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the condominium unit owner. Notwithstanding anything herein to the contrary, the Association shall not be responsible for any damage that may be caused to the common elements or to other units in the condominium as a result of the failure of a unit owner to properly maintain, repair and replace his unit, its equipment and appurtenances, as hereinafter required by Section 10.2 hereof. The condominium unit owner's insurer shall not have a right of subrogation for such damages against the Association.

10.2 By the Condominium Unit Owner. Each condominium unit owner shall maintain, repair and replace everything within the confines of his condominium unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

- (a) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling;
- (b) All built-in shelves, cabinets, counters, storage areas, and closets;
- (c) Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, and all bathroom fixtures, equipment and apparatus, within his unit;
- (d) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only one unit, which for purposes hereof, shall be deemed to include a weather station or other apparatus servicing one or more of the units on the 9th floor which may be in place as of the date of the adoption of this amendment;
- (e) All mechanical, ventilating, heating and air conditioning equipment serving the respective units regardless of whether such equipment may be located partially or entirely outside of the boundaries of the unit. For purposes hereof, the fireplace and chimneys servicing the 9th floor units shall be deemed to be included within the term "heating and air conditioning equipment" so that they are the unit owner responsibility to maintain, notwithstanding the fact that the chimney protrudes through the roof;
- (f) All interior doors, walls, partitions, and room dividers;
- (g) All furniture, furnishings and personal property contained within a unit;
- (h) Glass or screened surfaces of windows, doors or porches, provided that any replacement or modification of glass or screened surfaces must be approved in advance by the Association or by the Developer so long as they are managing the affairs of the Association.

Unit owners shall be responsible for all damage and liability which may be incurred as a result of the failure of that unit owner to properly maintain, repair and replace the above-described property. The responsibility of the unit owner shall include responsibility to reimburse the Association for damages to common elements, including payment of any deductible that may be applicable under the existing Association policy, and the unit owner shall further be responsible to other unit owners for damages that may be caused to their units, including costs of reimbursing unit owners for any amounts which may be payable as a result of the deductible provisions under individual unit owner policies. In the event the insured party has no insurance, the owner causing the damage is responsible for all damages.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 26 day of February, 1988, at Sarasota, Sarasota County, Florida.

WITNESSES:

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

William J. Hulaker
Donald J. Hall

AS TO BOTH

BY: Gotthard Weber
Gotthard Weber, President

ATTEST: Judy Graham
, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared Gotthard Weber, as President and Judy Graham, as Secretary of Sunset Towers Condominium Association, Inc., and acknowledged that they executed the foregoing instrument for the purposes mentioned therein, on behalf of the corporation.

WITNESS my hand and official seal this 26 day of February, 1988.

Jerry A. Weber
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
EX COMMISSION # P-102-8,4770
EXPIRED FEB 24, 1990

RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED
MAR 18 12 53 PM '88
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

This instrument prepared by
and return to:
CHAD M. McCLENATHEN, ESQ.
B.P. & S.
P.O. BOX 49675
Sarasota Florida 34230

21 pages of
Consents omitted

This instrument prepared by
and return to:
CHAD M. McCLENATHEN, ESQ. 05/
BECKER & POLIAKOFF P.A.

P.O. BOX 46675 CERTIFICATE OF AMENDMENT
Sarasota, Florida 34200 TO THE DECLARATION OF CONDOMINIUM
OF SUNSET TOWERS, A CONDOMINIUM

(24)
10/19/94

THE UNDERSIGNED officers of Sunset Towers Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Sunset Towers, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1380, Page 1411 et seq., Public Records of Sarasota County, Florida, as amended, hereby certify that the following amendments to said Declaration were approved by not less than sixty-six and two-thirds (66-2/3rds) percent of the Association Board of Directors and by not less than sixty-five (65%) percent of the members of the Association at a membership meeting held on May 24, 1994. The undersigned further certify that the amendments were properly proposed and adopted in accordance with all statutory and documentary provisions.

(additions indicated by underlining, deletions by "----",
and omitted, unaffected language by "...")

DECLARATION

5. The Limited Common Elements. The limited common elements, the use of which shall be limited to those unit owners to which such use is assigned include:

... .

B. Parking spaces as shown on Exhibit "A". Parking spaces shall constitute limited common elements to the units to which they may be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Condominium Association may assign parking spaces to the various units and may record among the Public Records of Sarasota County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation with respect to any condominium unit, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not assigned, be deemed common elements. Provided that each unit shall have assigned to it at least one parking space, the remaining parking spaces may be designated by the Condominium Association as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to use as the Condominium Association shall from time to time direct and may be made available for guest parking. Parking spaces so designated common elements by the Condominium Association may, with approval of a majority of the whole number of unit owners, be assigned by the Condominium Association as limited common elements to one or more units, providing that such designation is executed with the formalities required of deeds by the authorized officers of the Condominium Association and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit owners called at least in part for that purpose or obtained in writing and on file with the Condominium Association, either of which procedure shall be valid for the purposes mentioned herein. From and after the recording of

95002160

• OFFICIAL RECORDS •
BOOK 2701 PAGE 2128

such designation among the Public Records of Sarasota County, Florida, the parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect and with the same results as if such designation had been made herein. In lieu of the procedures set forth above for the designation of record parking spaces as limited common elements, the Condominium Association through its Board of Directors may assign temporarily license specific parking spaces to the units without recording such assignment temporary license, and in such cases the use of such parking spaces shall be restricted to the unit owners to which the space is so assigned temporarily licensed, for the term of such license or until the Board shall otherwise provide.

2024. Rights of Institutional First Mortgagors: Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks and insurance companies holding first mortgages upon any of the condominium units shall be first obtained prior to any amendments to this Declaration or termination of the condominium, which consent shall not be unreasonably withheld. Such savings and loan associations, banks and insurance companies holding first mortgages who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagors shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagors, however.

(The remainder of the Declaration is unchanged.)

Dated this 30 day of December, 1994.

WITNESSES:

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

BY: Wayne Hock
WAYNE HEPBURN, PRESIDENT

BY: M. Miles S. M.
MICHAEL MILES, SECRETARY

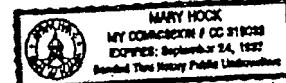
Mary Hock
MARY Hock
Printed Name
Michael Miles
Wendy Bithar Hock
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
30th day of December, 1994 by WAYNE HEPBURN, as
President and MICHAEL MILES, as Secretary of SUNSET TOWERS
CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of
the corporation. They are personally known to me or who have
produced H105 #0-31-342-0 as identification. If no type of
identification is indicated, the above-named persons are personally
known to me.

Mary Hock
Notary Public - MARY Hock
State of Florida
My Commission Expires _____

16449 1
12/7/94



FOR DONALD ST CLAIR
MORTGAGE NO -
7605-04

OFFICIAL RECORDS •
BOOK 2701 PAGE 2151

CONSENT OF INSTITUTIONAL FIRST MORTGAGEE

THE UNDERSIGNED, as owner and holder of one or more first mortgages on one or more condominium units at Sunset Towers, a Condominium, according to the Declaration of Condominium thereof, recorded at O.R. Book 1180, page 1411, et seq., Public Records of Sarasota County, Florida, as amended, hereby consents to the amendment to Sections 5 and 20 of the Declaration of Condominium of said condominium as set forth in the attached document, and the recording of the same in the Public records of Sarasota County, Florida.

IN WITNESS WHEREOF, the undersigned institutional
mortgagor has caused this instrument to be executed by its
undersigned duly authorized officer(s) and its seal affixed
hereto this 16th day of September, 1994.

~~SUNTRUST MORTGAGE, INC.~~
BY: Winton Cox
As its: Vice President

STATE OF GEORGIA
COUNTY OF

The foregoing instrument was acknowledged before me this
16 th day of September, 1994 by Winton Cox
as Vice President of SunTrust Mortgage, Inc.
on behalf of the corporation. He/She is personally known to me
or has produced _____ as identification. If no
type of identification is indicated, the above-named person is
personally known to me.

Notary Public
Printed Name Shelia Mercer
State of Georgia
My Commission Expires 9-29-96

attachment

RECORDED IN OFFICIAL
RECORDS

95015944

• OFFICIAL RECORDS
BOOK 2711 PAGE 1847

051 ✓
This instrument Prepared By
And Returned To:
C. JOHN CHRISTENSEN
BECKER & POLIAKOFF, P.A.
P.O. BOX 49675
Sarasota, FL 34230

SUPPLEMENT

TO

CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

OF

SUNSET TOWERS, a CONDOMINIUM

THE UNDERSIGNED Officers of Sunset Towers Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Sunset Towers, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 1380, Page 1411, et seq., Public Records of Sarasota County, Florida, as amended, do hereby execute this instrument and cause same to be recorded in the Public Records as a Supplement to the previous Amendment recorded in O.R. Book 2701, Page 2128 through 2151, of the Public Records of Sarasota County, Florida. The purpose of this Supplement is to reflect and record additional institutional mortgagee Consent(s) attached hereto as an exhibit(s).

Dated this 2 day of February, 1995

WITNESSES:

Jane Pruitt
(Signature)

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

By: Wayne Hepburn
Wayne Hepburn, President

Jane Pruitt
(Printed Name)

M. Heather Lundy
(Signature)

By: Michael S. Miles
Michael Miles, Secretary

M. Heather Lundy
(Printed Name)

M. HEATHER LUNDY
My Comm Exp. 1/03/97
Bonded By Service Inc
No. CC249663
Notary Public State of Florida

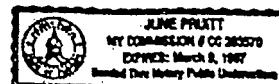
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of February, 1995 by WAYNE HEPBURN, as President and MICHAEL MILES, as Secretary of SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL D.L. license #H165-310-3283 identification. If no type of identification is indicated, the above-named persons are personally known to me.

Jane Pruitt (signature)
Jane Pruitt (Print Name)
Notary Public, State of Florida at Large

My Commission Expires:



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053437-0

RECEIVED

MAY 04 1994
RECEIVED
JAN 04 1995

** OFFICIAL RECORDS **
BOOK 2711 PAGE 1848

CONSENT OF INSTITUTIONAL FIRST MORTGAGEE

THE UNDERSIGNED, as owner and holder of one or more first mortgages on one or more condominium units at Sunset Towers, a Condominium, according to the Declaration of Condominium thereof, recorded at U.R. book 1300, page 1411, seq., Public Records of Sarasota County, Florida, as amended, hereby consents to the amendment to Sections 5 and 20 of the Declaration of Condominium of said condominium as set forth in the attached document, and the recording of same in the Public records of Sarasota County, Florida.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer(s) and its seal affixed hereto this 20th day of December, 1994.

BY: James M. Obedzinski
As Its: Vice President

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20th day of December, 1994 by James M. Obedzinski, as President of Republic Bank, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Diane L. Holmes
Notary Public
Printed Name DIANE L. HOLMES

State of FLORIDA
My Commission Expires NOTARY STATE OF FLORIDA
2000-01-14/96

attachment

97039537

RECORDED IN OFFICIAL RECORDS

97 APR 11 AM 11:30

** OFFICIAL RECORDS **
BOOK 2957 PAGE 2182

THIS INSTRUMENT PREPARED BY
 AND RETURN TO:
 CHAD M. MCCLENATHEN, ESQ.
 BECKER & POLIAKOFF, P.A.
 630 S. ORANGE AVENUE
 SARASOTA, FL 34236

CERTIFICATE OF AMENDMENT

TO THE
BYLAWS
OF
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

The undersigned officers of Siesta Towers Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Sunset Towers, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1380, page 1411, et seq., Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Bylaws of the Association, which Bylaws were originally recorded in O.R. Book 1220, page 1459, et seq., Public Records of Sarasota County, Florida, were approved by not less than two-thirds of the entire Board of Directors at a Board of Director's meeting held on the _____ day of _____ 1996 and by not less than fifty-one percent of the votes of the members at the annual membership meeting held on February 20, 1997. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by -)

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice-President, nor shall the President or a Vice-President also be Secretary or an Assistant Secretary. No person shall hold simultaneously two or more offices, including any position designated as Assistant or Acting Treasurer or Assistant or Acting Secretary. Any officer may be removed peremptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting. A vacancy in any office shall be filled by the body having the right to originally elect the officer to the office so vacated.

Dated this 3rd day of April 1997.SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.Denise L. Olsen
Witness SignatureBY Thomas J. Giannacci, Jr.
TOM GIANNACCINI, PRESIDENTDenise L. Olsen
Printed NameDenise L. Olsen
Witness Signature

HELEN PARENT, SECRETARY

Denise L. Olsen
Printed NameSTATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of April 1997 by TOM GIANNACCINI, as President, and HELEN PARENT, as Secretary of SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

D. L. Olsen

Notary Public

Printed Name DENISE L. OLSEN

State of Florida

My Commission Expires 7/31/2000

OFFICIAL NOTARY SEAL
DENISE L. OLSEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC571518
MY COMMISSION EXP. JULY 31, 2000

97049684

RECORDED IN OFFICIAL RECORDS

97 APR 11 AMH:30

FIFTH
COURT
FLORIDA FL** OFFICIAL RECORDS **
BOOK 2957 — PAGE 2182—** OFFICIAL RECORDS **
BOOK 2966 PAGE 1210

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
CHAD M. MCCLENATHEN, ESQ.
RECKER & POLLAKOFF, P.A.
610 S. ORANGE AVENUE
SARASOTA, FL 34236

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS
OF
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of Sunset Towers Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Sunset Towers, a Condominium, according to the Declaration of Condominium thereto as recorded in O.R. Book 1330, page 1411, et seq., Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Bylaws of the Association, which Bylaws were originally recorded in O.R. Book 1320, page 1-59, et seq., Public Records of Sarasota County, Florida, were approved by not less than two-thirds of the entire Board of Directors at a Board of Director's meeting held on the 20 day of Feb, 1996 and by not less than fifty-one percent of the votes of the members at the annual membership meeting held on February 20, 1997. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by —)

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors; and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice-President, nor shall the President or a Vice-President also be Secretary or an Assistant Secretary. No person shall hold simultaneously two or more offices, including any position designated as Assistant or Acting Treasurer or Assistant or Acting Secretary. Any officer may be removed peremptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting. A vacancy in any office shall be filled by the body having the right to originally elect the officer to the office so vacated.

Dated this 3rd day of April, 1997.

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

Denise L. Olsen
Witness Signature

Denise L. Olsen
Printed Name

Tom Giannacini
Witness Signature

Helen Parent
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA.

The foregoing instrument was acknowledged before me this 3rd day of April, 1997 by TOM GIANNACCINI, as President, and HELEN PARENT, as Secretary of SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Denise L. Olsen
Notary Public

Printed Name Denise L. Olsen

State of Florida

My Commission Expires 7/12/2000

OFFICIAL NOTARY SEAL
DENISE OLSEN
VOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CCS71518
MY COMMISSION EXP JULY 22,2000

35485 1
4/1/97

✓ 312
Harlee



2001077344

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF SUNSET TOWERS, A CONDOMINIUM

By action taken by the Board of Directors and voting members of the units of Sunset Towers, a Condominium, the Declaration of Condominium of Sunset Towers, a Condominium, originally recorded in Official Record Book 1380, Pages 1411, et seq., of the Public Records of Sarasota County, Florida and subsequently amended, are amended to provide as follows:

RECORDED IN OFFICIAL RECORDS

INSTRUMENT # 2001077344 3 PGS

2001 JUN 04 01:35 PM

KAREN E. RUSHING

CLERK OF CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

FILER, Recipient #051261

Section 12 is amended as follows:

12.1. Limitations on Ownership

(a) Multiple Unit Ownership. At no time shall title and ownership of more than two (2) units be vested in or held by the same natural person, persons or individual or family trust, provided, however, that this provision shall not apply to any mortgagee acquiring title to multiple units through foreclosure. Any natural person, persons or individual or family trust owning more than two (2) units at the time of recording of this amendment may continue to do so, but may not thereafter acquire an additional unit or units, until such time that such person, persons or individual or family trust owns fewer than two (2) units.

(b) Corporate Ownership. At no time shall title and ownership of any unit be vested in any corporate entity, including but not limited to, corporations, partnerships, business trusts and limited liability companies, whether foreign or domestic, provided, however, that any corporate entity owning a unit at the time this amendment is recorded may continue to do so but may not acquire ownership, in any manner whatsoever, of any units after that time. This provision shall not apply to corporate mortgagees acquiring title to a unit through foreclosure.

{Note: The remainder of Section 12 is re-numbered to allow for the insertion of new Section 12.1 (i.e. old 12.1 becomes new 12.2, etc.)}

Section 12.2(c) (old numbering) is deleted in its entirety.

12.2 Approval by Association.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation

cannot occupy a condominium unit for such use, if the condominium unit owner, purchaser or lessee of a condominium unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the condominium unit be approved by the Association.

This Amendment was proposed by a majority of the Board of Directors at a regularly scheduled meeting and approved by not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members. The Declaration of Condominium for Sunset Towers, a Condominium, as recorded in Official Record Book 1380, Pages 1411, et seq., in the Public Records of Sarasota County, Florida, and as subsequently amended, shall continue in full force and effect according to its terms.

CERTIFICATE OF AMENDMENT

The Association does hereby certify that the foregoing Amendment to the Declaration of Condominium for Sunset Towers, a Condominium, as recorded in Official Record Book 1380, Pages 1411, et seq., in the Public Records of Sarasota County, Florida, and as subsequently amended, was proposed by a majority of the Board of Directors at a regularly scheduled meeting and approved by at least sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this Amendment to the Declaration of Condominium for Sunset Towers, a Condominium on this 31st day of May, 2001

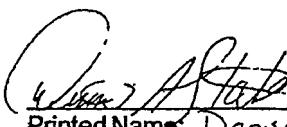
Witnesses.

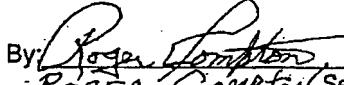
SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

By. Jacet M. Holmes, President
Jacet M. Holmes

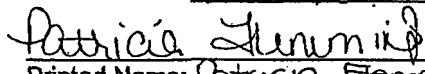
Denise A. Stater
Printed Name: Denise A. Stater

Patricia J. Flemings
Printed Name: Patricia J. Flemings


Printed Name: Denise A. Staton

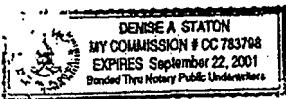

By: Roger H. Compton

ROGER COMPTON, Secretary


Printed Name: Patricia L. Fleming

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 31st day of May, 2001, by Saret M Holmes, as President of Sunset Towers Condominium Association, Inc., on behalf of the Association. He/She is personally known to me or produced PL H 452-433-45-880 as identification.

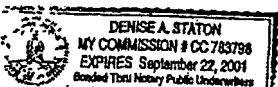


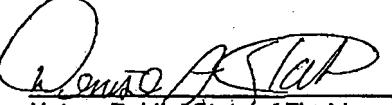

Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 31st day of May, 2001, by Roger H. Compton, as Secretary of Sunset Towers Condominium Association, Inc., on behalf of the Association. He/She is personally known to me or produced PL C573-28-27-17-0 as identification.




Notary Public, State of Florida

My Commission Expires:



2003007198

RECORDED IN OFFICIAL RECORDS
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2003 JAN 13 08:08 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DAMNING Receipt#265225

3
**AMENDMENT TO THE BYLAWS
OF
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.**

9. Fines.

9.1. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess levy reasonable fines against a unit owner or its guest or lessees, in the manner provided herein or by procedures adopted by the Board.

9.2. The Board of Directors shall appoint a Covenants Enforcement Committee (CEC) which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within fourteen (14) days of the sending of the notice. The notice shall state the date, time and place the hearing will be held if it is requested. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty Dollars (\$50.00) for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within fourteen (14) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. Prior to the levy of a fine, each alleged violator shall be afforded a single notice and opportunity for a hearing regarding the fine in front of the CEC, which shall be composed of Unit Owners who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. A fine may be levied on the basis of each day of a continuing violation, however no fine may exceed \$100.00 per violation or accrue at a rate in excess of \$100.00 per day. No fine may exceed \$1,000.00 in the aggregate for a particular violation and no fine may become a lien on a Unit. If the CEC does not agree with the fine, a fine may not be levied.

9.3. If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

9.4. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise are timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

9.5. A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of that unit, and shall be promptly paid to the Association by the owner of that unit.

9.63. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents including, but not limited to, legal action for damages, or injunctive relief. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.

9.4. All provisions of this Article 9 are valid and enforceable unless superceded by the laws of Florida in which case the laws of Florida shall govern.

CERTIFICATE OF AMENDMENT
OF THE
BY-LAWS OF
SUNSET TOWERS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached amendments to the By-Laws of Sunset Towers Condominium Association, Inc., as recorded as an exhibit to the Declaration of Condominium of Sunset Towers, a condominium, which Declaration is recorded in Official Records Book 1380, Page 1411, et seq., of the Public Records of Sarasota County, Florida, were duly adopted in the manner provided in Paragraph 8 of the By-Laws, that is by approval of not less than 66 2/3% of the Association Board of Directors and approval of not less than 51% of the members of the Association, at a membership meeting held on December 10, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of December, 2002, at Sarasota County, Florida.

WITNESSES:

SUNSET TOWERS CONDOMINIUM
ASSOCIATION, INC.

By: Janet M. Holmes
JANET M. HOLMES President

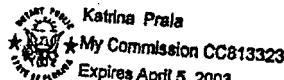
By: Robert C. Enzweiler
ROBERT C. ENZWEILER Secretary

STATE OF FLORIDA
COUNTY OF Sarasota

SWORN to before me and subscribed in my presents this 19 day of December, 2002, by Janet M. Holmes and Robert C. Enzweiler, who are personally known to me or who did present _____ as proof of identification.

Katrina Prala
Notary Public

My Commission Expires:



**SUNSET TOWERS
CONDOMINIUM ASSOCIATION**

**RULES
&
REGULATIONS**

**REVISED
MAY 2001**

Sunset Towers Rules and Regulations

May 2001

FOREWARD

This material has been prepared by the Board of Directors of Sunset Towers Condominium Association to acquaint owners, lessees, and guests with basic information and general rules and regulations governing occupancy and use of the condominium premises. The Board of Directors has made these rules and regulations in compliance with the Declaration of Condominium and Association By-Laws. The Board is serious about making Sunset Towers the best place for all of us to live. Our Rules and Regulations have been drafted for all of us, whether we are seasonal guests, long-term renters, or owner-occupiers.

Sunset Towers Condominium is a residential community, composed primarily of adults, who purchased their homes in reliance upon compliance by everyone with the Declaration of Condominium, By-Laws, and Rules and Regulations of the Association. These documents represent a plan of living in keeping with statutory laws and the expressed desires of a majority of members of the Association.

"The overriding principle in the condominium concept is the promotion of the health, happiness and peace of mind of the majority of unit owners. In accomplishing this goal, there will be some compromises of individual rights. It is the association and the board of administration which continually face the responsibility of maintaining the delicate balance between individual rights of unit owners and preserving the common scheme for the benefit of all the owners." (*The Condominium Concept*, p.5)

Part I summarizes certain basic information concerning various operations and procedures. The items are intended for ready and convenient reference. Further details may be obtained from the Manager or the Board of Directors.

Part II contains the Rules and Regulations of the Association. The rules are intended to protect and promote both the safety and comfort of all owners and lessees and the security, appearance, and value of our condominium property.

Each unit owner is responsible for knowing the content of the Rules and Regulations and for ensuring that all lessees and guests comply.

The Board of Directors may revise or revoke these policies, rules, and regulations and may make additional ones whenever such action is necessary or desirable for the safety, protection, and well-being of the condominium occupants and premises.

Board of Directors
Sunset Towers Condominium Association

Revised May 2001

Foreward

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Sunset Towers Rules and Regulations

May 2001

PART I - POLICIES AND INFORMATION**A. Enforcement procedure**

Everyone has an obligation to politely call attention to others in the building when they are committing a violation of the Rules and Regulations. If this does not engender an appropriate response, the violations of any rule or provision should be addressed through the following steps: (1) owner(s) should report immediately in writing giving full details including date and time of infraction to the Manager (who may or may not send out a warning letter); (2) the Manager reports to the Covenants Enforcement Committee, if warranted; (3) the Committee holds a hearing (if necessary) to decide whether or not the problem may be a fineable offense; (4) the Committee reports its decision to the board which makes the final decision as to whether or not a fine is applicable. In the hearing phase, all parties will be heard. The Board will take whatever action it deems necessary. Owners, lessees, and guests who disregard rules, engage in vandalism, or fail to cooperate with the Association could be subject to a fine and possibly a lawsuit seeking injunctive relief.

It was decided that a Covenants Enforcement Committee would be formed. The Committee is "charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board shall thereupon provide written notice to the person alleged to be in violation (and the owners, if they are not the same person) of the specific nature of the alleged violation and of the opportunity for a hearing before the Board."

The alleged violator has fourteen (14) days to request a hearing. If a hearing is not requested, the alleged violator or owner may acknowledge in writing that the violation did occur and that it will cease immediately. If the Board at the hearing finds the allegations to be true, or if the alleged violator refuses a hearing, or if the alleged violator or owner, after acknowledging the violation, continues such violations, the Board may levy a fine against the owner of up to \$50.00 for each offense. It should be noted that an ongoing offense, or each recurrence of a confirmed offense, can draw a \$50.00 per day fine.

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B. Use of units

No unit may be used for any purpose other than as a single-family residence. The term "single-family residence" means the use of a unit as a single housekeeping unit by either an individual, or two or more persons all of whom are related to each other by blood, marriage, or legal adoption, or by no more than two (2) persons who are not so related. No more than six (6) occupants, including temporary occupants and guests, are permitted per unit at any one time. No unit may be leased for a period of less than ninety (90) days or more than two (2) times during each calendar year if furnished [D of C 9.1a, 9.1q] no unfurnished unit may be leased for less than twelve (12) months.

C. Security and emergencies

In case of an emergency originating in any unit threatening that or any other unit in the building, regardless of whether the owner or lessee is present at such time, management shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency condition. When available, a member of the Board of Directors will accompany the Manager. The right of entry shall be immediate. To facilitate entry in the event of such emergency the owner of each unit will deposit with the Association the necessary keys to allow access. Any change to unit door locks must be made through the Manager's office to assure they are master keyed. Chain locks and similar devices are not permitted on doors. [The previous 2 sentences, R & R II-B5]

D. Fire and smoke alarms

There are smoke detectors in every unit. They are exceptionally sensitive, do not grill or cook on the stove top or broil in the oven without first turning on the exhaust fan or leaving the oven door slightly ajar (sudden release of smoke might activate the alarm). Smoke alarms sound only in the unit itself. The smoke detectors are not to be disconnected by a resident at any time. If disconnected, resident or owner will pay cost of reconnection.

In case of fire the alarm in the access walkway will automatically activate. When that occurs all occupants of the building must leave the building immediately using the stairs and not the elevators.

E. Smoking

Smoking is prohibited in the following common areas of the building—access walkways, lobbies, sundeck, and the Association office.

Smoking is permitted in the open garage area on 1P and 2P, and on the open balcony of the Association's office, and on the pool deck.

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F. Enterphone system

When someone calls a unit from the Enterphone panel outside the main building entrance, the unit telephone will have a distinctive sequence of two (2) short rings, and answering the telephone allows the resident to speak with the caller.

If the resident wishes the person to enter, number six (6) should be dialed or pushed and held on your phone that releases the entrance door lock.

If a resident is already using the telephone, the two-ring beep is heard in the background. Ask the person on the telephone to hold, dial/push three (3) and speak with the caller at the entrance. Dialing or pushing and holding six (6) will admit the visitor and in eight seconds the interrupted telephone connection will be restored. Dialing or pushing three (3) again after having spoken with the visitor will restore the telephone connection if the visitor was not admitted.

G. Preparing units for extended absence

For absences of even a few days it is highly recommended that the following steps be taken:

1. Complete a departure notice in the Manager's office and leave instructions concerning mail and periodic checking of the unit in writing.
2. Turn off the main water supply valve, which is located on the wall above the water heater.
3. Turn off the water heater by shutting off both electricity (breaker) and the water supply.
4. Turn off the water to the washing machine.
5. For periods of up to three (3) weeks leave the refrigerator running at its "normal" setting and close the door. For longer absences empty the refrigerator, turn it off, and prop the door open securely.
6. Adjust air-conditioning or heat to seasonal requirement. The Manager will suggest appropriate settings.
7. Remove *all* furniture and other objects from the balconies if they are not glass enclosed.
8. Secure all windows and doors.
9. Upon returning, notify the Manager.

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H. Duties of Manager

Please contact the Manager with your concerns during normal business hours, which are between 9 a.m. and 4 p.m. Monday through Friday. After hours, the Manager can be contacted by calling the Association number and leaving a message with the answering service. Please remember that Board members are volunteers and may be contacted outside of business hours only in cases of extreme emergencies.

The duties of the resident Manager include the following among others:

1. Implementing security measures requested or directed by the Board of Directors.
2. Maintenance and housekeeping of all common areas.
3. Supervision of employees and outside service contractors working in the common areas.
4. Checking conditions in vacant and unoccupied units as requested in writing by owners.
5. Reminding owners, lessees, and guests of rules and regulations and seeing that compliance is enforced.
6. Supplying information to residents.
7. Performing other duties assigned by the Board of Directors.

L Maintenance fees

Maintenance fees are due and payable quarterly on January 1, April 1, July 1 and October 1. Any fees not paid by the tenth (10th) of the month in which they are due are subject to a five (5) percent late charge. Fees still not paid at the end of twenty (20) days past their due date will incur interest at the highest rate allowed by law. Continued late payment of fees may result in an acceleration of fees so that the fees for the entire year become immediately due.
[D of C 13]

J. Meetings and records [Further detail in By-Laws]

The Annual Meeting and all meetings of the Board of Directors are open only to owners of units. The Board may specifically invite others such as the Manager and those whose presence is needed to help carry on business to be present during all or part of any meeting.

Meetings of the Board of Directors are held as needed. Notices of meetings are posted in accordance with law in elevators and on the bulletin board on the First floor near the office.

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The Annual Meeting of the Sunset Towers Condominium Association is held on the third (3rd) Thursday of February each year. Owners will be sent proper notices, agendas, materials, and documents, according to schedules set by law.

A proxy may be given to another owner or legal representative for the purpose of voting on most matters. But owners must cast their own ballots (by mail or in person) in the election of the Board of Directors.

Owners may tape and/or video record sessions of any meeting and of the Annual Meeting of the Board of Directors.

Any owner may have access to inspect official Association records during regular business hours at the Association's office, if the owner gives the Association at least five (5) business days notice prior to the date on which he/she wishes to inspect the same. Non-confidential items may be photocopied but only using the copying machine in the office. Confidential records such as personnel files and medical records of employees and residents may not be seen without specific authorization by the Board of Directors.

Sunset Towers Rules and Regulations**May 2001****PART II - RULES AND REGULATIONS****A. Principles of operation and management**

1. Sunset Towers is a residential condominium and no business is to be conducted in or from units that by sight, sound, smell, or vibration interferes with other owners' and lessees' rights and enjoyment. [D of C 9.1c, 9.1s; further restrictions in City of Sarasota Land Development Regulations Art. VII, Div. 8]
2. Owners are liable for damage to any part of the condominium property if they, their dependents, lessees, guests, visitors or workmen mar, damage, destroy, or engrave any part of the building or grounds. [D of C 10.2]
3. No owner shall cause any changes, alterations, improvements, or additions to be made to the exterior of the building, including but not limited to painting and decoration, except for those items specifically permitted in the condominium documents, or these rules, and then only after obtaining written permission from the Board of Directors. [D of C 9.1b, 9.1d]
4. Excessive noise from any source or activity is not allowed at any time. Social gatherings must not be permitted to become boisterous. Radios, recorders, television sets, and musical instruments must be used at low volume between 11:00 P.M. and 8:00 A.M. [D of C 9.1c, 9.1s]
5. No major construction work or major repairs involving noisy work on any day or at any time whatsoever are permitted by owners or their tenants or agents before 8:30 A.M. and after 5:30 P.M. No such work is permitted at anytime on Sundays or major holidays. The owner is responsible for workmen when in the building and must supervise when working on Saturday. Exceptions required by emergencies must be approved specifically by the Manager or a Board member of the Association.
6. There shall be no solicitation by any person anywhere in the building for any purpose, cause, charity, or groups unless it is specifically authorized in writing by the Board of Directors.
7. For security reasons, owners and Realtors are not allowed to conduct "open house" showings of any unit being offered for sale or lease. The owners and Realtors are responsible for all persons they admit in accompanied showings.
8. Maintenance of all equipment on the roof that serves ninth-floor units (such as fireplace chimneys, antennas, and other approved items) is the sole responsibility of the respective owners, including damage such equipment causes to the roof, other unit's equipment and common areas. [D of C 10.1, 10.2]

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9. Each unit is assigned one (1) storage locker. No paints or combustible materials are to be stored in the locker and the locker area is to be kept free of clutter at all times A tag and/or mark identifying the user's unit number shall be displayed. [D of C 5A]

10. Residents are not to feed seagulls or in anyway encourage their alighting on condominium property with emphasis on the pool deck. No wildlife may be fed on the property. [State Law]

11. Sunset Towers discourages the use of live Christmas trees unless the following conditions are met:

- (a) They are securely bagged when transported to/from the unit so there is no trail of needles or branches;
- (b) The tree is properly maintained and kept moist at all times;
- (c) All lighting used for the tree(s) is UL approved and extension cords utilized are no less than 14 Gauge;

(d) The owner agrees to assume sole financial responsibility for the removal off the premises of the tree(s);

(e) The tree(s) must be removed from the property no later than 15 days after December 25, and

(f) *Prior* to bringing a tree on the property, residents must fill out the required authorization form (Agreement) which is in the Manager's office. Please note that any damage incurred by any unit in the condominium due to the presence of a live Christmas tree, whether by fire, water or other means, is the sole financial responsibility of the offending owner/resident.

12. The exterminator shall have access to every apartment, except those apartments:

a. where the resident has a contract for the services of an exterminator and the contract has been approved by the Board of Directors, or

b. where the resident provides a medical certificate stating that he or she is allergic to the particular chemical currently in use by the exterminator, in which case a suitable substitute will be used.

Any owner who fails to provide pest control using either the Association's contracted company or the above options shall be liable for pest damage occurring in neighboring units (alongside, above, below) due to their actions.

13. Employment of blood or marital relatives of owners, lessees, or Association employees is strictly prohibited.

B. Security, keys, safety

1. No resident and/or guest shall permit the locked doors into the lobby or elevator vestibule on 2P to remain open longer than necessary for immediate ingress or egress and shall not admit anyone not recognized as a resident or employee. Blocking open of lobby or elevator door is strictly forbidden. All non-resident persons seeking entry should be directed

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to use the Enterphone. During office hours, owners shall advise service personnel and workmen to stop at the office and sign in and sign out upon leaving.

2. All doors into units should be kept locked at all times.

3. Only two (2) security keys will be issued per owner. A deposit of \$50.00 per key is required before an additional key will be issued to an owner or co-owner. A \$50.00 deposit is required before any security key is issued to a lessee. The charge for replacing a security key is \$50.00.

4. Residents are not permitted to lend their security key to workmen, Realtors, or any other person. Residents with guests who need a security key may make arrangements for one with the Manager upon payment of the \$50.00 deposit.

5. No special locks (for example, chain locks) are permitted on unit doors; all unit doors must be accessible through use of a master key in case of emergency.

6. For security reasons the following activities are prohibited on Sunset Towers property: Garage sales, rummage or estate sales, real estate open houses', tours of any unit in behalf of any charity or organization.

7. Any resident or their guests will be responsible for incidents of deliberate or repeated careless triggering of the security alarms on the first floor protecting access to the building.

8. Residents are forbidden to disconnect or tamper with any smoke alarm. If such action causes trouble on the condominium's main fire panel, and a service call is necessary to correct the problem, the owner will be fully responsible for the costs incurred.

9. Residents who have designated someone to care for a unit during their absence must file the person's name, address, and telephone number with the Manager. Information on how the resident can be reached in an emergency should also be placed on file.

10. Any owner or lessee who will be absent during the hurricane season (June through November) must remove all furniture, plants, and loose objects from balconies prior to departure. Items need not be removed if a balcony is glassed in or equipped with storm shutters which must be lowered.

C. Lobby, elevators, walkways, mailboxes

1. No resident shall permit the locked doors into the lobby or elevator vestibule on 2P to remain open longer than necessary for immediate ingress or egress and shall not admit anyone not recognized. Any person seeking entry should be directed to the Enterphone.

2. Consumption of beverages or food in the lobby, elevators, and other common areas inside the building is prohibited at all times. An exception is made with Board of

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Directors' approval for parties that are held in the office, lobby or sundeck. Any and all types of wrappers and other debris must be properly disposed of and not left in any common area.

3. Everyone returning from the pool must use the garage entrance to the lobby unless it is necessary for the person to telephone a unit and be buzzed in the main entrance. Residents and guests are not to linger in the lobby while in swimming attire.

4. Attire appropriate to public indoor areas is required at all times in the lobby, elevators, and all common areas inside the building. Specifically, shirts or blouses must cover the chest, shoes or sandals must be worn, and bathing suits must be towel dry and covered.

5. Only plants approved by the Board of Directors in suitable containers are permitted on each floor near the elevator entrances. All other plants and objects will be disposed of by the Association employees.

6. No objects or decorations are allowed on the floor at unit doorways without specific approval by the Board of Directors. Nothing which impedes others' safe passage or blocks ready access to units will be approved. Where space permits, as in recesses or alcoves in front of units 01 and 02 on each floor, small plants in uniform or suitable containers are permitted.

7. Objects such as garbage containers, cartons, water jugs, furniture, laundry, dry-cleaning, and other items may not be kept or left in walkways, halls, elevators, foyers, railings, or staircase landings. The Manager has the right to remove and dispose of such articles.

8. Grocery carts and luggage racks kept on 1P and 2P must be returned immediately after unloading to their proper space and never left in units, outside doorways, on walkways or in elevators.

9. Unit owners are responsible for keys to their assigned mailboxes and must themselves replace lost or broken keys.

10. Items are not to be taped to unit doors or left loose in unit door handles.

D. Units, windows, balconies, hurricane shutters

1. Residents shall not throw or allow anything to fall from windows or balconies. This rule applies particularly to cigarette butts.

2. No sweepings shall be ejected to the exterior of the building through doors, windows, walkways and/or balconies. This includes water.

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3. On the side visible from outside the unit or building all interior window treatments, such as blinds, curtains, and drapery linings, must match as closely as possible the color of the building exterior. [D of C 9.1a]

4. No objects or signs shall be hung near or displayed from windows or balconies. Seasonal decorations on unit doors are permitted. Seasonal decorations on balconies and windows require approval of the Board of Directors.

5. Residents must remove all loose and movable objects, including furniture, plants, and miscellany, from balconies during threat of severe storms or hurricanes. Owners or lessees who will be absent during the hurricane season (June through November) must remove all such objects from their balconies before their departure. Items need not be removed if a balcony is glassed in or has storm shutters, which must be lowered.

6. Each owner is responsible for the cleaning of all unit windows. Such cleaning is not a service provided by the Association.

7. Absolutely no cooking equipment (gas, electric, charcoal) of any kind is to be operated on balconies or other Association property.

8. Balconies may be screened or glassed in at the owner's discretion with notice to the Manager and written approval by the Board of Directors. All screening must conform in color (black) and design with screen enclosures already installed in other units. Glass enclosures must also conform to the design of other approved installations.

9. Owners are permitted to install screen doors in the color bronze in front of the unit entry doors. Grills are not permitted. All screen doors must conform in design with other approved screen doors.

10. Balconies that are only screened may be carpeted or tiled providing that proof is given to the Manager and/or Board of Directors that a waterproof membrane is first applied on the floor. This is an expense of the owners. Owners with balconies glass enclosed need not apply the membrane.

11. Any installation of metal hurricane (storm) or security shutters must conform to the policy and uniform design specifications approved for all units by the Board of Directors. Specifically, shutters at windows must be installed inside the units, all shutters must match in color the exterior of the building, and electrically-operated shutters must have a manual back-up system. Exact specifications and procedures are described in the regulations approved by the Board of Directors and available in the Association office. All costs are the individual owner's responsibility unless 75% of owners approve and vote to make hurricane shutters a common expense.

12. Any unit owner may display one portable, removable, United States of America flag in a respectful way, regardless of any declaration, rules and regulations, or requirements dealing with flags or decorations.

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13. Liability for water leaks or similar problems which cause damage to other units rests exclusively with the owner or lessee causing or allowing the condition and not with the Association. [D of C 10.2]

E Waste disposal

1. All items identified for recycling must be sorted and deposited in the containers provided for those articles. *All cans must be thoroughly rinsed before disposal.* Such items include newspapers, aluminum cans, tin cans, clear glass, brown glass, green glass, plastic food containers (not plastic bags). Corrugated cardboard boxes must be broken down and placed on the side of the recycle bins. Any categories which may be added to the list of recyclables in the future are covered by this rule. [City of Sarasota recycling ordinance]

2. Garbage which can be disposed of through the disposal unit in the kitchen sink is not to be placed in the trash chute.

3. Garbage and refuse placed in the trash chute must be contained in strong plastic bags and securely tied shut. *Animal litter must be double bagged and tied.* No loose items such as bits of paper, cat litter, raw garbage, plant trimmings, glass containers, or mop and broom handles are to be put into the trash chute.

4. Grease should be allowed to solidify in a suitable container and then be sealed in a tied plastic bag before it is placed in the chute.

5. No item not easily accepted by the chute opening is to be deposited in the chute. Boxes, cartons, and other large recyclable items must be taken to the recycle bin area.

F. Driveways, parking, garage areas, car washing, bicycles, skating

1. The speed limit for vehicles on Sunset Towers property (driveways, ramps, garages) is ten (10) miles per hour at all times. Speeders will be stopped or notified that their driving is a violation and dangerous. Pedestrians have the right of way.

2. Car radios and other audio equipment being played on Sunset Towers property must be turned down at all times to a level where no noise disturbs either residents or building neighbors. This rule applies to both cars being driven and while cars are parked.

3. Only owners, lessees, possible guests of owners (if spaces available) may park in the garage areas called 1P and 2P. All vehicles must be parked in the spaces assigned the unit by the Manager, acting in behalf of the Board of Directors. The right of an owner or lessee to park a motor vehicle in a parking space on 1P or 2P may be assigned, in writing, but only to another owner or lessee of a unit in the building. Such written agreements must be on file in the Association's office with the Manager. In no case may service personnel (except in emergencies), maids, cleaners, or other persons other than owners, lessees or

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possible guests of owners, park on 1P and 2P without permission of the Manager. Each owner must display a parking sticker with the number of the space occupied. If there is no sticker on the car in the parking garage, the car will be considered illegally parked and towed away. An exception will be made when an owner notifies the Manager that another car will be parked in his/her space. Overnight guests must have a pass displayed on the dashboard.

4. Only conventional passenger automobiles (2 per unit) are permitted to be parked in owner-lessee-guest of owner spaces. A conventional passenger automobile is defined as a vehicle with a body style designed for carrying people and includes station wagons, mini-vans (not exceeding seventeen (17) feet in length), and small utility vehicles (but no pick-up trucks) which have not been modified for other special uses. Owners or lessees with a third passenger vehicle, or any other type of vehicle, must park such vehicles off condominium property. [D of C 9.1r].

5. License plate numbers of all cars belonging to every owner, lessee and overnight guest must be registered with the Manager.

6. Parking is prohibited in the driveways and lobby entrance area. Stopping at the lobby entrance is allowed only for brief loading or unloading or while being supervised by the Management.

7. Guests, maids, cleaners, and employees may park only in the designated guest and visitor parking east of the building and nowhere else on the condominium property, with the exception noted in paragraph 3, above.

8. Service vehicles are allowed to park only in the designated service area, and/or in the parking lot east of the building. (For emergency and loading or unloading of very heavy equipment, exceptions are made with supervision of the Manager.)

9. Parking spaces reserved for the handicapped are for qualifying guests only displaying a handicap sticker or license and are not to be used by any resident or by guests that are not handicapped.

10. Parking spaces marked for service vehicles are reserved solely and exclusively for service personnel and their vehicles twenty-four (24) hours a day. No one else—owner, lessees, guests, employees—may park in such places at any time.

11. Owners of cars and guest cars leaking fluids and/or oil on the garage floors are responsible for cleaning up any mess by doing so themselves or paying a fee of \$35.00 if Association employees must do the cleaning and install a mat. Upon written notice from the Association Manager and/or Board of Directors, an owner has seventy-two (72) hours to complete the cleaning.

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12. Car washing is permitted only in the designated car wash area. Anyone washing a vehicle is responsible for proper clean-up of the area and for making sure that the area is left in good condition. Water must be turned off at the spigot and hose coiled up.

13. No item of any kind other than an approved vehicle may be left or kept in garage parking spaces. Such spaces are to be neat and clear at all times.

14. Bicycles may not be ridden on Sunset Towers property except for immediate egress and ingress. They are not allowed to be kept or stored on walkways. All bicycles may be parked in the locked ground floor storage room, or in the resident's unit. All bicycles kept on Sunset Towers property must be registered in the Association's Office, and must bear an official numbered Sunset Towers tag permanently affixed to the frame. Bicycles stored in the Association's limited common areas (i.e. the 1-P "Bike Room") that are not so registered with the office or do not exhibit a numbered tag, will be removed and disposed of.

15. Skates and rollerblades/inline skates may be walked on walkways, in elevators, in the lobby or within the building or garages, but may be worn in the driveway, only for immediate egress and ingress from the premises. Skateboarding anywhere on Sunset Towers property is prohibited.

G. Pool area

1. Hours are 8:00 A.M. to 12 midnight daily and the pool area is reserved for the exclusive use of owners, lessees, and their guests with required identification.

2. Users are warned that no life guard is ever on duty. Pool area safety is solely the responsibility of users. Running and jumping in the pool area is not allowed. No diving is allowed.

3. Those using the pool are responsible for keeping it in a clean and orderly fashion. All trash must be placed in the proper trash receptacles.

4. Furniture in the pool area is not to be reserved when not in use and is not to be removed from the pool area under any circumstances. (Exception for storms, and then removed by Management.)

5. Children under fourteen (14) must be accompanied by an adult whenever they use the pool area. Owners, lessees and guests are not to rely on other adults who may be present to supervise children for whom the owner, lessee or guest is responsible. Children not toilet trained are not allowed in the pool.

6. It is understood that 4pm to 6 pm daily is a quiet time at the pool. Adults have priority in the pool during these hours over children under fourteen (14). When adults are at the pool during these hours, children should get out of the pool.

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7. Use of rafts, snorkels, balls, toys, or other flotation recreational equipment is permitted as long as they do not interfere with swimmers.

8. Television sets, radios, recording or tape playing machines are not permitted to disturb other people. Earphones must be used with all entertainment equipment. Cordless/cell telephones are permitted as long as they do not disturb the comfort of other people.

9. No foods or beverages whatsoever are permitted in the pool itself. Beverages in plastic containers are permitted three (3) feet from the edge of the pool.

10. Only bathing suits are to be worn in the pool. Attire such as cutoffs is not permitted in the water. No thong-style attire is permitted in the pool area or on the sundeck.

11. Lotions and oils must be removed from the body by toweling and showering before users enter the pool. Towels must be placed on the pool furniture while sun bathing with lotions and oils.

12. Pets are not permitted in the pool area.

13. Showers outside and in restrooms are for use by those entering and exiting the pool, and not for daily grooming. Use of shampoo and soap at the outside shower is not permitted.

14. Pool users must be certain that the gate is closed when entering or exiting the pool area.

H. Sundeck

1. Smoking is not allowed at any time on the sundeck.

2. Grilling of food on the sundeck is not permitted.

3. Social gatherings are allowed on the sundeck under the following conditions. Only residents of Sunset Towers and their guests may use the sundeck; advance notice must be given to Management for parties of 6 or more guests, and all necessary arrangement made; and all other guideline approved by the Board of Directors must be observed.

4. The sundeck is intended for the quiet enjoyment of residents and their guests. Television sets, radios, recording or tape playing machines are not permitted to disturb other people. Earphones must be used with all entertainment equipment. Cordless/cell telephones are permitted so long as they do not disturb the quiet enjoyment of other owners or their guests,

Sunset Towers Rules and Regulations**May 2001****L Guests and children**

1. Every owner and lessee is responsible for the conduct of all his or her guests, including children, whose safety and behavior must be supervised at all times while they are on Sunset Towers property.

2. *All* overnight guests must register with the Manager immediately upon their arrival or as soon as the Manager's office reopens. Guests using a unit in the absence of the owner or lessee must pre-register in accordance with separate rules.

3. Subletting and sub-tenants are not permitted. Guests of lessees who remain more than fifteen (15) consecutive days or who are present more than once during a twelve (12) month period are deemed to be residents and must apply for formal residency to remain. Guests of owners who remain more than thirty (30) consecutive days or return to visit within a 2-day period, must apply for formal residency, pay the application fee, be interviewed and obtain approval to remain.

4. Children are not permitted to play in the lobby, common areas, halls, walkways, stairwells, or elevators. They are not to interfere with everyday normal operation of elevators.

5. Children under fourteen (14) must be accompanied by an adult whenever they use the pool area. Owners, lessees, and guests are not to rely on other adults who may be present to supervise children for whom the owner, lessee or guest is responsible. Children not toilet trained are not allowed in the pool.

J. Overnight guests of absent owner or lessee

1. Registration of all overnight guests of absent owners or lessees is required for purposes of monitoring occupancy. Forms are available in advance from the Manager and an owner or lessee must register all such guests, in writing or by telephone, at least one (1) week before occupancy.

2. The owner or lessee must inform all guests of condominium rules and regulations and is responsible for the guests' compliance with them.

3. Information required for registration shall include the following data as a minimum:

a. Names of all guests including children.

b. Relationship of each guest to owner or lessee.

c. Relationship of guests to each other.

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- d. Ages of all legal minors and the name of the adult assuming responsibility for their safety and conduct.
 - e. Vehicle license plate number.
 - f. Expected date and time of both arrival and departure.
4. The maximum of six (6) persons, including children, occupying the unit will be strictly enforced.
 5. Providing guests with necessary unit keys is the responsibility of the owner or lessee. The Manager cannot admit people into a unit in the owner's or lessee's absence.
 6. The limitations set forth for the length and frequency of visits by guests in general shall apply also to guests of absent owners and lessees. Guests who remain longer than the period stipulated must be considered lessees and conform to all procedures and regulations required for prospective lessees. Subletting will not be permitted in any circumstances.

K. Pets

1. No unit owner or lessee is permitted to bring or keep more than one (1) pet on Sunset Towers property. The pet at maturity must not exceed a height of fifteen (15) inches from the shoulder to the ground. Dogs will be measured according to AKC (American Kennel Club) rules, which is as follows: Use a level from the place where the neck and back meet over the foreleg and make sure the dog is standing erect and the leg is straight.
2. The Board of Directors has the power to determine a "nuisance" and has the power to regulate against any and all other types of pets (birds, snakes, hamsters, mice, etc.).
3. Pets are to be under the control of their owner at all times and a unit owner or lessee or guest will be held responsible for any damage a pet does to carpeting or other building property or to the grounds.
4. No pets are allowed in the pool area or on the sundeck.
5. Dogs must be carried or kept on a leash while in the elevator or on the grounds and must be walked for exercise off Sunset Towers property.
6. Dog droppings or other accidents in the walkways, elevators, or lobby or on Sunset Towers property must be cleaned up with a pooper scooper or paper towels, etc. by the pet's owner immediately.
7. Animal litter must be disposed of in a sturdy double plastic bag securely tied shut before the bag is put in the refuse chute.

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8. Dog food and cat food containers must be washed out before they are disposed of in the proper recycle bin.

9. All of the above rules apply to pets of guests.

L. Moving and deliveries

1. Owners and lessees of the building must give the Manager at least three (3) days written or telephone notice when household furnishing are to be moved in or out of a unit so that proper precautions and schedules can be arranged.

2. Moving in or out of the building is prohibited on Saturdays, Sundays and holidays. Basic hours for moving of furniture and major appliances are from 8:00 A.M. to 4:00 P.M. on Monday through Friday. An hourly charge (with a minimum of one (1) hour) will be imposed if moving extends beyond those hours in order to cover employee time maintaining the building security. The cost to the resident is fifteen (\$15.00) dollars an hour.

3. The owner of a unit is liable for all damages to the building or grounds caused by deliveries or moving or removing furniture or other articles into or from the premises, regardless of whether the owner's unit is occupied by the owner, lessee or guests.

4. Goods and packages may be delivered in the building if an owner or lessee or the Manager admits the deliverer. Manager will not accept deliveries for absent residents, unless prior written arrangements are made with the Manager.

5. Persons and businessmen making deliveries are required to notify the Manager of their presence and needs. Deliveries not occurring during Monday through Friday between 9:00 A.M. and 12:00 noon or 1:00 P.M. and 4:00 P.M. require special permission from the Manager.

6. The Association, the Association's Manager, and any other Association employee are not responsible for loss, damage, or delay of items handled through the Manager's office as a courtesy and convenience to the residents, even if the loss, damage, or delay results from the carelessness or negligence of Association employees or officers.

M. Sales and leases

1. Sellers and lessors must notify prospective buyers and lessees that they are to be fully bound by the Declaration of Condominium, By-Laws, and Rules and Regulations of the Association. Purchasers and lessees are expected to know the contents of all documents that apply to them. Management is responsible for furnishing to purchasers and lessees a copy of the Association's Rules and Regulations free of charge. Management can provide copies of the Association's By-Laws, Declaration of Condominium, and Articles of Incorporation for a fee of twenty-five (\$25.00) dollars each.

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2. An owner must advise the Manager, for the information of the Board of Directors, of the closing date of any sale or lease agreement.

3. Every prospective owner must have a personal interview with a representative of the Board of Directors and with the Manager and pay the \$75.00 application fee for residency.

4. No furnished unit may be leased for a period less than ninety (90) days and may not be leased more than twice in any twelve (12) month period. No unfurnished unit may be leased for a period less than one (1) year.

5. Prospective lessees are required to have a personal interview with a representative of the Board of Directors and with the Manager and pay the \$75.00 application fee for residency.

6. No lessee will be allowed an interview, be issued a security key, or be permitted to move belongings into a unit or occupy it until a fully completed lease has been filed in the Association office and officially approved.

7. Under no circumstances are subleases or sub-tenants permitted. Guests who remain in lessee's unit longer than fifteen (15) days in any twelve (12) month period will be considered as residents and must be approved for residency through the interview process and payment of the \$75.00 application fee.

Note: the following abbreviations are used throughout the document:

D of C = Declaration of Condominium

A of I = Articles of Incorporation

BL = By-Laws

R & R = Rules and Regulations

Summary of Rental Policies at Sunset Towers

The following is provided with the hope it might be helpful for owners to have a reminder of the rules and regulations concerning tenants, so that they will be in a better position to advise prospective tenants.

First, the rules and regulations of Sunset Towers do not permit moving into or out of the building on Saturdays, Sundays, or holidays. It is necessary to observe this rule because of security issues. We cannot have the lobby doors open without our resident superintendent, Felix Ascolese, on the scene. Also, someone must be available to put the protective covering in the elevator and lock down the elevators.

Second, no lessee will be allowed an interview, be issued a security key, or be permitted to move belongings into a unit or occupy it until a fully completed lease application has been filed in the association office and officially approved. As a part of the lease application, the prospective tenant will fill out the application fee for Renters Reference and pay a \$75 fee for the investigation. All forms for Renters Reference must be filled out legibly and completely. After receipt of the application fee and forms, Sunset Towers Condominium Association, Inc. must either approve or disprove the proposed rental within thirty days.

Third, the board of Sunset Towers continues to require a personal interview with prospective lessees after the investigation by Renters Reference and a \$100 security deposit.

Fourth, under no circumstances are subleases or sub-tenants permitted.

Fifth, owners and/or lessees must give the manager at least three days written or telephone notice when household furnishings are to be moved in or out of a unit so that proper precautions and schedules can be arranged.

Sixth, the owner of a unit is liable for all damages to the building or grounds caused by deliveries or moving or removing furniture regardless of whether the owner's unit is occupied by the owner, lessee, or guests.

Seventh, no furnished unit may be leased for a period less than ninety days and may not be leased more than twice in any twelve month period. No unfurnished unit may be leased for a period less than one year.

The Board of Directors recognizes that these rules may at times be inconvenient for both you and your tenant. However, these rules are intended to protect the safety of all residents at Sunset Towers, including your tenant(s), and maintain the value of the building.

Thank you for your cooperation and understanding.