

Amendments

The following amendments, having been voted on and passed by a majority of the owners at the December 4th, 2020 Sunset Harbor Owners' Meeting. They are hereby added to and made a permanent part of the original "Declaration of Condominium of Sunset Harbor, A Condominium"

Page 4 Item 4 – Apartment Boundaries, Common Elements and limited Common Elements

Subject – Garage Doors

See attached details – Page 1 & 2

Page 6 Item 8 – Common Expenses, Assessments, Collections, Lien and Enforcement, Limitations

Subject – Unpaid assessments

See attached details – Page 3 & 4

Page 10 Item 10 – Responsibility for Maintenance and Repairs

Subject – Exterior Window Responsibility

See attached details – Page 5

Page 14 Item 14 – Regulations as to Leasing, Rental, and Sale of Apartments

Subject – Updating Amendment made April 4th, 1989 filed May 22nd, 1989

See attached details – Page 6

Signed: *Katherine Clark*

Board Member Sunset Harbor

Signed: *Steven Stephens*

Board Member Sunset Harbor

Witness: *Michael DeLeon*

Date: *JAN 17, 2021*

State of Florida
County of Brevard

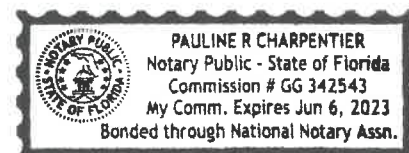
The foregoing instrument was acknowledged before me this *17th* day of January 2021 by

KATHERINE CLARK and *STEVEN STEPHENS*
personally known to me.

Witness my hand and seal this *17th* day of January 2021.

Pauline R. Charpentier

Notary Public



4. APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

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

Garage spaces numbered 1 through 52 inclusive, including without limitation garage doors and all parts attached to the garage door up to and including rails, rollers, attachments to the garage, garage door opener and remotes, are also limited common elements. Each garage space will be appurtenant to the unit to which each space will be assigned by the Developer. No single unit may have more than three (3) garage spaces assigned to that unit as a limited common element thereto. The exclusive right to use of a garage space may be transferred from one unit owner to another unit owner, and thereupon that garage space shall become a limited common element to the owner's unit to whom it has been transferred and it shall not thereafter be a limited common element appurtenant to the assigning owner's unit. Such assignment must be accomplished by a recordable instrument which thereafter must be recorded in the Public Records of Brevard County, Florida, and a copy of the recorded Assignment must be furnished to the Association before the assignment shall become effective.

Unit owners shall be responsible for the maintenance, repair and replacement of the owners' respective garage spaces, garage doors and attached parts as set forth above, to the extent not covered by the association's insurance. The owners of garage spaces with one shared door shall be jointly and severally responsible for said maintenance, repair and replacement, and for complying with any and all specifications and style criteria which may be promulgated by the Board of Directors.

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

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

8. COMMON EXPENSES, ASSESSMENTS, COLLECTIONS, LIEN AND ENFORCEMENT, LIMITATIONS (Lender liability provisions: Page 8, OR 2620, P 2528)

... and to hold, lease, mortgage and convey it.

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

Lender Liability. Notwithstanding any other provision of this Declaration to the contrary, the liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

The term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage as that term may be defined or construed from time to time by Florida law.

The first mortgagee or its successor or assign shall be liable for all assessments which come due while it is the owner of the unit.

This "Lender Liability" provision shall apply to all first mortgagees whose mortgage interest is recorded in the public records of Brevard County, Florida, after the date on which the amendment to the Declaration containing this provision is recorded, and shall apply to all mortgage interests preceding that date to the extent permitted by law."

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

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

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

The Association may at any time require owners to maintain a ...

DECLARATION [Windows amendment: add new paragraph at end of Paragraph 10]

10: RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

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

Provided, however, unit owners shall be responsible for their exterior windows as set forth herein. Each unit owner must, at his or her own expense, maintain, repair and replace the exterior windows of their unit in a timely manner, failing which the Association shall be authorized to perform all necessary maintenance and repairs and assess the specific owner for all expenses reasonably incurred thereby. The Association shall provide an owner with no less than ten (10) days' written notice before undertaking any such work. Window replacement shall remain on the Association's maintenance schedule. As and when the replacement of windows comes due, unit owners who have not previously maintained or replaced their windows will be assessed to pay for such expenses. Owners who have already replaced their windows will be required to show documentation of replacement or maintenance work and expected life of the windows. Unit owners must comply with all color, style and physical condition requirements for exterior windows as may be prescribed in duly promulgated rules and regulations adopted by the board of directors.

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

The following provisions are adopted in order to maintain a harmonious and congenial community of residents which promotes continuity of occupancy, and to prevent the community from becoming or resembling a hotel, resort or transient lodging facility. No unit shall be leased or rented for a period of less than one (1) year and the Association shall be notified of the term of the lease and the name of the tenant. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Paragraph 14 or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. Subleasing of apartments is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association. No apartment shall be advertised, marketed or otherwise listed on an internet vacation, bed and breakfast, resort or other rental site as being available for short-term occupancy or for any other purpose which would result in a violation of the association's governing documents. The term "short-term occupancy" shall mean any period of time less than one (1) year. The terms "lease", "rental", "rental agreement" and the like shall include without limitation any lease, sub-lease, rental agreement, license, easement or other grant of the right to temporarily occupy the apartment for a period of time less than one (1) year for valuable consideration given to the owner. Any vehicle owned or leased by a person occupying an apartment in violation of this or any other provision of the governing documents shall be deemed an "unauthorized vehicle" and shall be subject to towing as determined by the board of directors and as permitted by law. The only restriction covering the sale by an owner of the owner's unit is that notice of the intention to sell shall be given to the secretary of the Association and this notice shall contain the names and post office address of the buyer, the date of closing of the sale of the unit and the Secretary shall then advise the selling owner that the sale of the unit may be consummated and thereafter, it shall be the duty of the buyer of the unit to furnish the Secretary of the Association with a copy of the recorded deed by which buyer took title to the unit within 10 days after the Deed is recorded. Time sharing of units is prohibited and, therefore, ownership of an apartment on a daily, weekly, monthly or other part time basis is prohibited. These requirements shall also apply to Agreements for Deed.