

SUNSET HARBOR, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN N10°01'20"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 579 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN N79°28'16"W FOR 286.79 FEET; THENCE RUN N29°39'44"E ALONG THE WESTERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 768 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR 163.83 FEET; THENCE RUN N3°36'44"E FOR 182.50 FEET; THENCE RUN S79°28'16"E FOR 236.69 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S10°01'20"W ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 199.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.467 ACRES MORE OR LESS TO THE MEAN HIGH WATER LINE AT THE BANANA RIVER TOGETHER WITH A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN N10°01'20"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 778.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN N79°28'16"W FOR 236.69 FEET; THENCE RUN N3°36'44"E FOR 137.97 FEET; THENCE RUN N52°16'44"E FOR 170.82 FEET; THENCE RUN S67°27'32"E FOR 140.47 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S10°01'20"W ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 235.58 FEET TO THE POINT OF BEGINNING, CONTAINING 1.467 ACRES MORE OR LESS TO THE MEAN HIGH WATER LINE AT THE BANANA RIVER.

CERTIFICATION

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

ALLEN ENGINEERING, INC.

By: *John F. Van Lear, Jr.*

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

ALLEN ENGINEERING, INC.

COCOA BEACH, FLORIDA

JULY 30, 1985

OFF: REC.

EXHIBIT "A"

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2545

SHEET 4

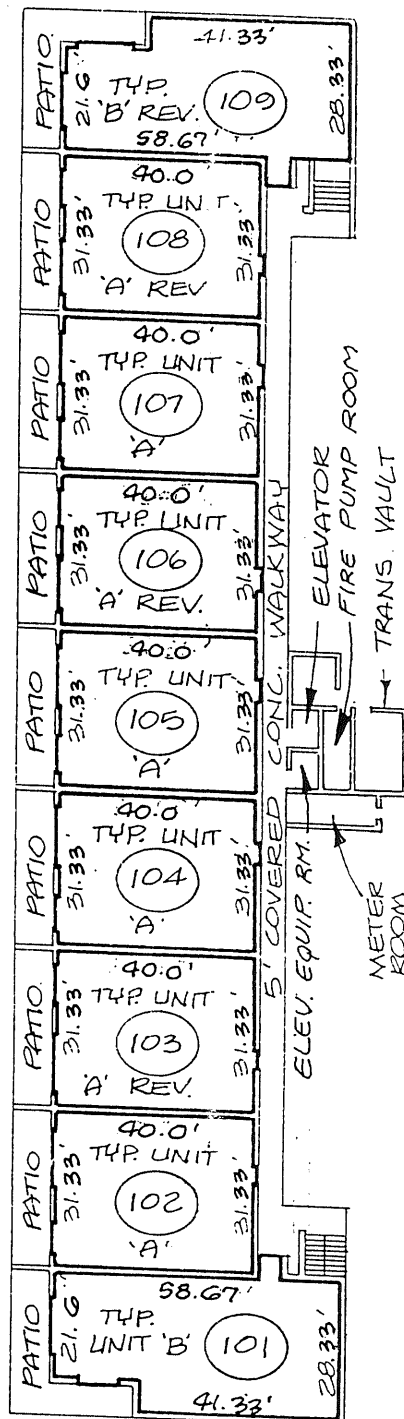
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SUNSET HARBOR, A CONDOMINIUM

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN:

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

SUNSET HARBOR, A CONDOMINIUM

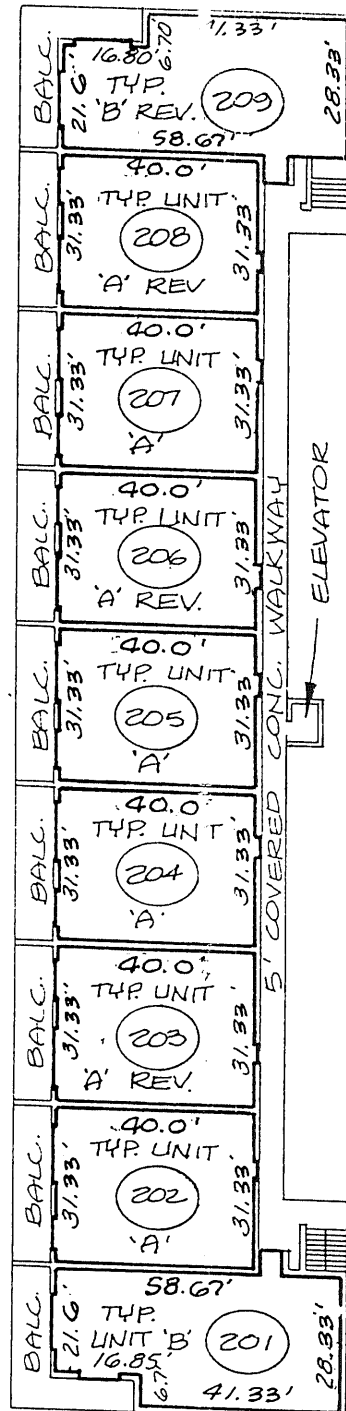


FIRST FLOOR PLAN

SURVEYOR'S NOTES

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

SUNSET HARBOR, A CONDOMINIUM

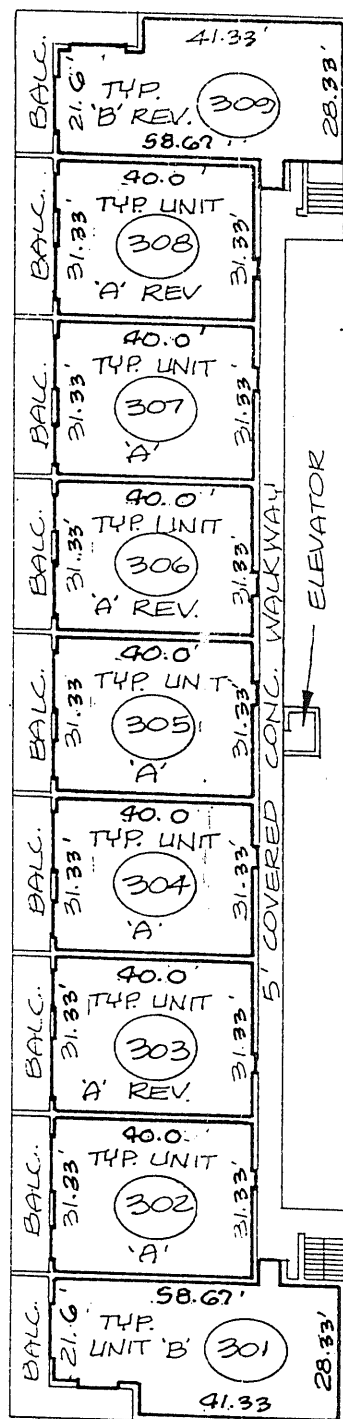


SECOND FLOOR PLAN

SURVEYOR'S NOTES

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

SUNSET HARBOR, A CONDOMINIUM

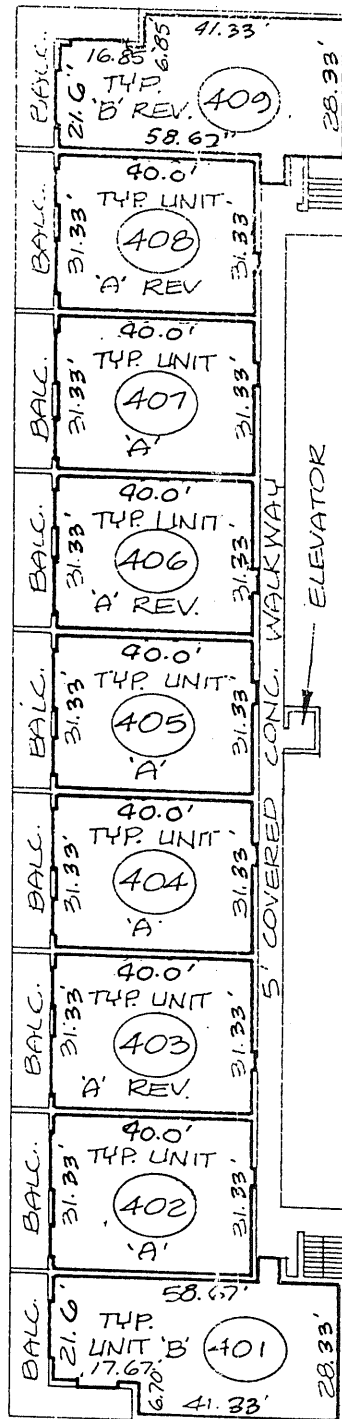


THIRD FLOOR PLAN

SURVEYOR'S NOTES

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

SUNSET HARBOR, A CONDOMINIUM

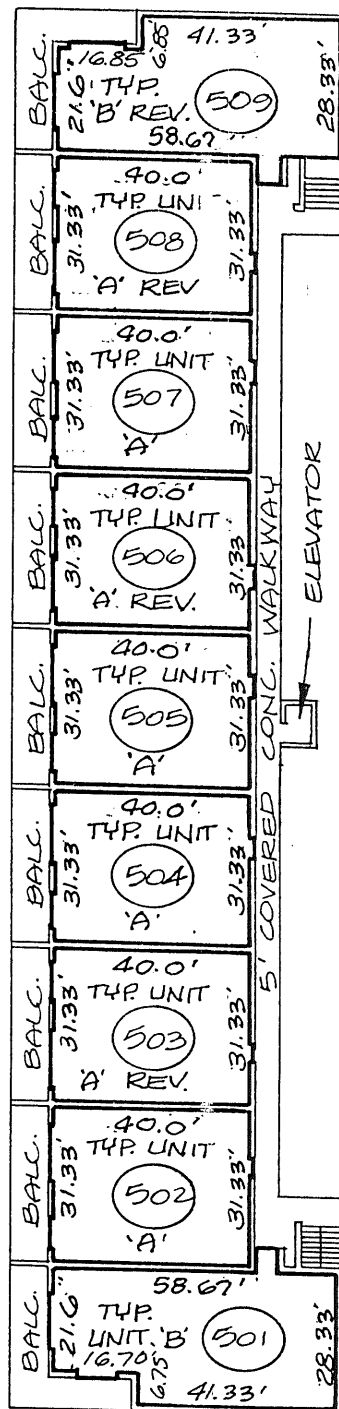


FOURTH FLOOR PLAN

SURVEYOR'S NOTES

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

SUNSET HARBOR, A CONDOMINIUM

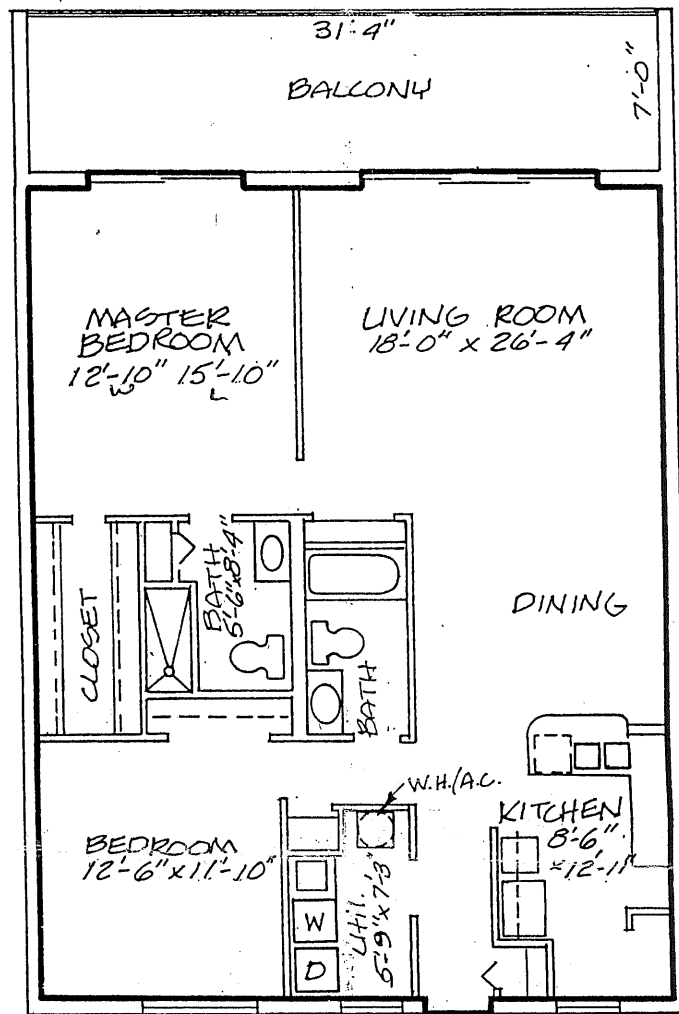


FIFTH FLOOR PLAN

SURVEYOR'S NOTES

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

SUNSET HARBOR, A CONDOMINIUM



TYPICAL UNIT 'A'

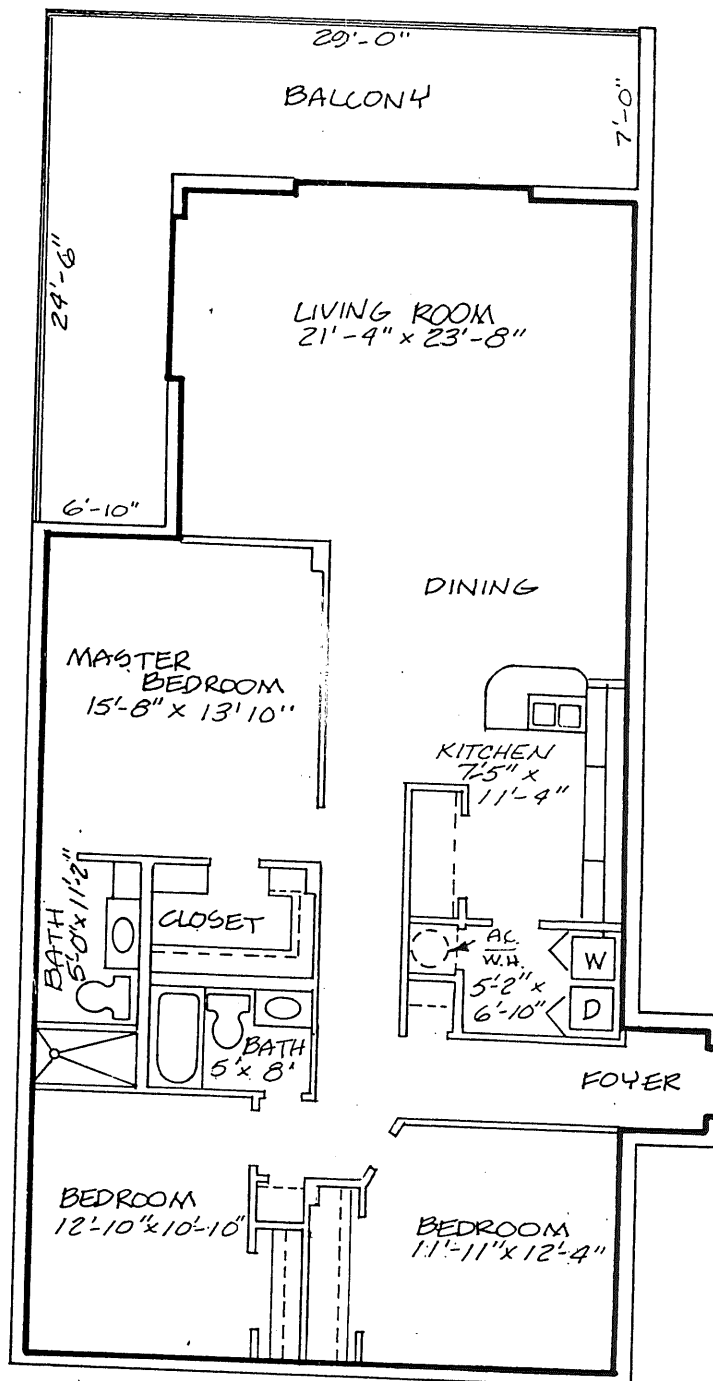
Dresser
6'4" L 20" Deep
(76")

BED
80 Long
76 WIDE

SURVEYOR'S NOTES

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

SUNSET HARBOR, A CONDOMINIUM



TYPICAL UNIT 'B'

SURVEYOR'S NOTES

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

State of Florida

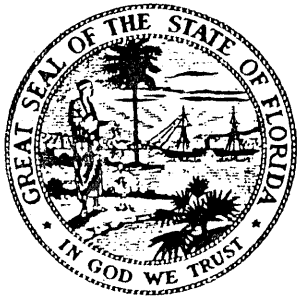


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SUNSET HARBOR OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 24, 1984, as shown by the records of this office.

The charter number of this corporation is N05292.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
25th day of September, 1984.



CER-101

George Firestone
Secretary of State

EXHIBIT B

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SUNSET HARBOR OWNERS ASSOCIATION, INC.

(A corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE I - Name

The name of the proposed corporation shall be

SUNSET HARBOR OWNERS ASSOCIATION, INC.

ARTICLE II - Purpose

The purpose and objects of the corporation shall be to administer the operation and management of a condominium to be established hereunder by 290 CORPORATION in these articles referred to as the "Developer", the condominium apartment complex to be established in accordance with the laws of the State of Florida upon that certain real property situate, lying and being in Brevard County, Florida, to-wit:

A parcel of land lying in Government lots 2 and 3 in fractional section 34, township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Begin at the intersection of the north right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 page 770 of the Public Records of Brevard County, Florida, extended westerly and the west right of way line of Banana River Boulevard; thence run North 10°01'20" East along the west right of way line of said Banana River Boulevard for a distance of 778 feet to the point of beginning of the following described parcel of land; thence run North 79°28'16" West for 236.69 feet; thence run North 30°36'44" East for 137.97 feet; thence run North 52°16'44" East for 170.82 feet; thence run South 67°27'32" East for 140.47 feet to a point on the westerly right of way line of Banana River Boulevard; thence run South 10°01'20" West along the westerly right of way line of said Banana River Boulevard for a distance of 235.58 feet to the point of beginning, containing 1.467 acres more or less to the mean high water line at the Banana River.

A parcel of land lying in government lots 2 and 3 in fractional section 34, township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Begin at the intersection of the north right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 at page 770 of the Public Records of Brevard County, Florida, extended westerly and the west right of way line of Banana River Boulevard; thence run North 10°01'20" east along the west right of way line of said Banana River Boulevard for a distance of 579 feet to the point of beginning of the following described parcel of land; thence run North 79°28'16" west for 286.79 feet; thence run North 29°39'44" east along the westerly line of the parcel described in Official Records Book 523 at page 768 of the Public Records of Brevard County, Florida, for 163.83 feet;

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thence run north 3°36'44" east for 44.58 feet; thence run south 79°28'16" east for 236.69 feet to a point on the westerly right of way line of Banana River Boulevard; 16 thence run south 10°01'20" west along the westerly right of way line of said Banana River Boulevard for a distance of 199 feet to the point of beginning, containing 1.467 acres more or less to the mean high water line at the Banana River.

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Condominium which will be recorded in the Public Records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted to plans of condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium.

The corporation shall be conducted as a nonprofit organization for the benefit of its members.

These Articles of Incorporation shall not constitute notice to anyone, regardless of whether a copy of these Articles of Incorporation shall be recorded in the Public Records of Brevard County, Florida, of any right, title or interest in the aforesaid land by or on the part of this Corporation, and these Articles of Incorporation shall not encumber the aforesaid land in any manner.

ARTICLE III - Powers

The Corporation shall have the following powers:

1. It shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida including the Condominium Act, Chapter 718, of the Florida Statutes, 1983.

2. It shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

A. To make and establish reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in said Declaration of Condominium.

B. To levy and collect assessments against members of the Corporation to defray the common expenses of the condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the condominium which may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

C. To maintain, repair, replace, operate and manage the condominium and the property comprising same, including the right to reconstruct improvements after casualty, and to make further improvements of the condominium property.

D. To contract for the management and maintenance of the condominium property and to authorize the management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

E. To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as the same may be hereafter established.

F. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interest in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation, or other use or benefit to the owners of the apartment units, all as may be deemed by the Board of Administration to be in the best interest of the Corporation.

G. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to said Declaration of Condominium or the Statutes of the State of Florida.

ARTICLE IV - Members

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all apartment units in the condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in paragraph 5 of this Article IV.

2. Membership shall be established by the acquisition of fee title to an apartment unit in the condominium or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership or any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any apartment unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment units, or who may own a fee ownership interest in two or more apartment units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to an apartment unit. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium and in the said By-Laws.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment unit in the condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided

in the By-Laws hereafter adopted by the Corporation. Should any member own more than one apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided by the said By-Laws.

5. The Developer shall retain control of the Corporation and shall be entitled to elect all members of the Board of Administration thereof until the Developer has conveyed title to 15 percent of the apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration.

Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration as follows:

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

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

(c) When none of the unsold apartment units are being offered for sale in the ordinary course of business.

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

ARTICLE V - Term

The corporation shall have perpetual existence.

ARTICLE VI - Location

The principal office of the corporation shall be located at

3873 So. Banana River Boulevard
Cocoa Beach, Florida, 32931

but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

ARTICLE VII - Board of Administration

The affairs of the corporation shall be managed by the Board of Administration. The first Board of Administration of the corporation shall consist of three (3) members, as named herein. All members of the Board shall be elected at the annual meeting of the members as provided in the By-Laws.

The number of members of the Board of Administration may be increased by the owners at the meeting of the owners at which the owners take over control of the corporation from the Developer and may be increased after that time in the manner provided in the By-Laws of the corporation. Subsequent members of the Board of Administration must be a member of the corporation or the authorized representative of a member corporation or of any other legal entity which is a legal member. The members of the Board of Administration named in these Articles will serve until their successors have been elected and qualified and so long as the Developer is entitled to elect any board member, such board member as the Developer is entitled to elect shall be designated by the Developer.

The names and addresses of the members of the first Board of Administration are as follows:

<u>Name</u>	<u>Address</u>
JACK H. ELLEDGE	1390 Langport Dr., Pittsburgh, PA 15241.
H. E. ELLEDGE	55 No. Fourth Street, Cocoa Beach, FL 32931.
C. V. KESSEL JR.	210 Rose Drive, Cocoa Beach, FL 32931.

ARTICLE VIII - Officers

The Board of Administration shall elect a President, Vice President, Secretary and Treasurer, or Secretary/Treasurer, and as many additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration but no other officer needs to be a Board member. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the President and Vice President shall hold no other office. The affairs of the corporation shall be administered by the officers of the corporation. The officers of the corporation shall be elected by the Board of Administration at its first meeting following the meeting of the members of the association, at which the members of the Board of Administration are elected. The names of the first officers of the corporation who will serve until their successors are elected are as follows:

PRESIDENT	JACK H. ELLEDGE
VICE PRESIDENT	H. E. ELLEDGE
SECRETARY	C. V. KESSEL JR.
TREASURER	C. V. KESSEL JR.

The addresses of the above named officers are stated in Article VII above.

ARTICLE IX - Subscribers

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Administration of the corporation, the names of the subscribers and their respective post office addresses being more particularly set forth in Article VII above.

ARTICLE X - By-Laws

The original By-Laws of the corporation shall be adopted by the Board of Administration, and thereafter such By-Laws may be altered or rescinded by the affirmative vote of two-thirds (2/3) of the members as provided in the By-Laws, after the owners have taken control of the Association and prior to that time by majority vote of the Board.

ARTICLE XI - Indemnification

Every Board member and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with 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 board member or officer of the Corporation, whether or not he is a board member or officer of the Corporation at the time such expenses are incurred, except in such cases wherein the board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the board member or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

ARTICLE XII - Amendment

These articles may be amended in either of the following manners:

1. So long as the Developer is entitled to elect a majority of the members of the Board of Administration as provided in the Declaration of Condominium establishing the Condominium project which will be administered by this Corporation, the Developer may amend these Articles of Incorporation by a majority vote of the Board of Administration.

2. After the owner members of the Corporation have become entitled to elect a majority of the Board of Administration as provided herein, any amendment to these Articles of Incorporation must be approved as follows:

(a) An amendment may be proposed by the Board of Administration of the Corporation acting upon a vote of the majority of the members of the Board of Administration, or it may be proposed by members of the Corporation owning a majority of the apartment units in the condominium whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment being proposed by said Board of Administration or members, such proposed amendment shall be transmitted to the President of the Corporation who shall thereupon call a Special Meeting of the members of the Corporation, for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, postage thereupon prepaid.

(c) Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

(d) At the special meeting, the amendment must be approved by an affirmative vote of not less than 75 percent of the members in order for such amendment to become effective. Thereupon, the amendment shall be transcribed and certified in such form as is necessary to register the same with the Secretary of State of Florida; and upon the registering of same, a certified copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date the amendment was registered.

(e) At any meeting held to consider an amendment, the written vote of any member of the Corporation shall be recognized if such member is not in attendance at such meeting or is represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

(f) Notwithstanding the foregoing provisions of this Article, no amendment to these Articles shall be made, adopted or become effective without the prior written consent to such amendment having been first obtained from the Developer, until the Developer shall have sold and conveyed title to at least 90 percent of the apartment units or until the Developer voluntarily terminates its control of the corporation, whichever first occurs.

ARTICLE XIII - Resident Agent

The name and address of the Resident Agent of this Corporation is as follows:

C. V. KESSEL JR.,
3000 No. Atlantic Avenue,
Cocoa Beach, Florida 32931.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 18TH day of SEPT, 1984.

H. E. Elledge
H. E. ELLEDGE

C. V. Kessel Jr.
C. V. KESSEL JR.

Jack H. Elledge
JACK H. ELLEDGE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared H. E. ELLEDGE and C. V. KESSEL JR., who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 18TH day of SEP, 1984.

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Robert S. Kellan
NOTARY PUBLIC
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 11, 1988
BONDED THRU GENERAL INS. UND.

BEFORE ME, the undersigned authority, personally appeared JACK H. ELLEDGE, who being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed this 11 day of September, 1984.

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

Barbara M. Grove
NOTARY PUBLIC

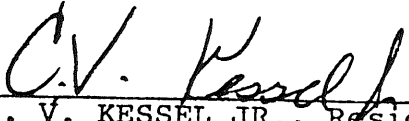
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First---that SUNSET HARBOR OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at the City of Cocoa Beach, County of Brevard, State of Florida, has named C. V. KESSEL JR., Suite 106, 3000 No. Atlantic Ave., Cocoa Beach, Brevard County, Florida, as its agent to accept service of process within the State.

ACKNOWLEDGEMENT:

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


C. V. KESSEL JR., Resident Agent

FILED
14 SEP 24 11 9:16
CLERK OF STATE
TALLAHASSEE FLORIDA

BY-LAWS

SUNSET HARBOR OWNERS ASSOCIATION, INC.

(A corporation not for profit)

1. IDENTITY

These are the By-Laws of the SUNSET HARBOR OWNERS ASSOCIATION, INC. a corporation not for profit, existing under the laws of the State of Florida. The Articles of Incorporation of SUNSET HARBOR OWNERS ASSOCIATION, INC. were filed in the Office of the Secretary of State of Florida.

The SUNSET HARBOR OWNERS ASSOCIATION, INC. has been organized for the purpose of administering the operation and management of SUNSET HARBOR, A CONDOMINIUM, a Condominium project, which will be established in accordance with the Condominium Act of the State of Florida on the real property described in Article II of the Articles of Incorporation of the Association (Exhibit "B" to the Declaration of Condominium), which real property is located in the City of Cocoa Beach, Brevard County, Florida.

SUNSET HARBOR, A CONDOMINIUM is comprised of one (1) five (5) story apartment building which contains a total of forty-five (45) individual condominium units and includes ten (10) three (3) bedroom units and thirty-five (35) two (2) bedroom units. There are two (2) garage buildings containing a total of fifty-two (52) garages.

A. The provisions of these By-Laws are applicable to the condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium, which is to be recorded in the Public Records of Brevard County, Florida. The terms and provisions of the Articles of Incorporation or the Declaration of Condominium are to be controlling wherever either or both of them may be in conflict with any provision of these By-Laws.

B. All present or future owners, tenants, or their employees, or any other person who might use the condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Articles of Incorporation and the Declaration of Condominium.

C. The mere acquisition or rental of any of the apartment units of the condominium or the mere act of occupancy of any of the units will signify that these By-Laws, the Charter provisions, and the regulations in the Declaration of Condominium are accepted, ratified and will be complied with by all persons occupying or using any of the units or common elements.

D. The fiscal year of the Association shall be the calendar year unless the Board of Administration shall designate a different fiscal year.

E. The seal of the Association shall bear the name of the Association, the word "Florida", the words "corporation not for profit" and the year 1984, an impression of which seal is as follows:

F. The office of the Association shall be 3873 So. Banana River Blvd., Cocoa Beach, Florida, 32931 until such time as the Board of Administration designates a different location for the office.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which Article IV are incorporated herein by reference.

B. A quorum for all meetings of members of the association shall consist of that number of members entitled to cast a majority of the votes of the entire membership of the Association.

C. The vote of the owners of an apartment unit owned by more than one person or by a corporation or other entity shall be cast by the person to be named in a written notice filed by all of the owners of the apartment unit, or by the authorized representative of the corporation or other entity owning an apartment unit, which notice shall be filed with the Secretary of the association. Such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the secretary before the appointed time of the meeting. Proxies must be in writing and in a form similar to one to be provided by the Association upon request by an owner and which, in any event, shall be included with each notice of a meeting of the members of the Association.

E. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation, these By-Laws, the Declaration of condominium or where the same may otherwise be required by Law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called meeting of members at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERS

A. The annual meeting of members shall be held at a place specified in the notice of the meeting, at 7:00 p.m. on the first Tuesday in April of each year for the purpose of electing the Board and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

B. Special meetings of members shall be held whether called by the President or Vice-President, or by a majority of the Board, and must be called by the President upon receipt of a written request therefor from members owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the vote present, counting proxy votes.

C. Notice of all meetings of members, regular or special, shall be given by an officer of the Association in accordance with the call for that meeting to each member unless such notice is waived in writing. The notice shall be written and shall set the time and place of, and the object for which the meeting has been called. Such notice shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to the date of the said meeting. In addition to the posting of said notice, each member shall be given not less than fourteen (14) days' written notice of each such meeting. Such notice shall be presented personally to the member or shall be mailed to the member at the post office address of the member as it appears on the records of the Association. Proof of delivery of such notice shall be given by affidavit of the person so delivering the notice. The post-office certificate of mailing shall be retained as proof of such mailing. Any member may, by written waiver of notice signed by such member, waive such notice, and said waiver may be made through proxy of the member. All such waivers of notice shall be filed in the records of the Association.

D. If any called meeting of members cannot be held because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

E. At meetings of the membership, the President or, in his absence, the Vice President shall preside or, in the absence of both, the membership shall elect a chairman.

F. The order of business at annual meetings of members and, as far as practical, at any other meetings of the members shall be:

- (i) Calling of the roll and certifying of proxies
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Appointment of Chairman of Inspectors of Election
- (vii) Election of Board Members
- (viii) Unfinished business
- (ix) New business
- (x) Adjournment

G. Meetings of the members shall be held at such place as may be designated in the notice of the meeting.

4. BOARD OF ADMINISTRATION AND OFFICERS

The Board of Administration shall initially consist of three (3) members. The number of members of the Board of Administration may be increased by the owners at the meeting of the owners at which the owners take over control of the corporation from the Developer and may be increased after that time by amendment to these By-Laws.

A. Term of Office. Each Board Member shall serve for a term of one (1) year or until his successor has been elected as provided herein, unless such member shall resign, become incapacitated or shall die, in which event his membership shall terminate upon the happening of said event. However, the members of the first Board of Administration elected by the owners at the meeting at which control of the Association is turned over to the owners shall serve until the next annual meeting of the owners at which meeting their successors shall be elected. Resignation of a member of the Board shall become effective when notice thereof is delivered to the Secretary. All of the members of the Board of Administration shall be elected at the annual meeting of the members. Any member of the Board may be removed from office by the affirmative vote of a majority of the members voting at any duly called meeting of the

members. Membership of a Board member shall terminate upon conveyance of title to such member's last unit.

B. Successor Board Members.

(i) The successor to any member who shall be removed from office shall be elected by the members of the Association at the meeting of the members at which such board member was removed from office, and the Board member so elected shall serve for the remainder of the term of the Board member who was removed.

(ii) The successor to any board member who shall die, resign, become otherwise unable to serve or who shall convey title to such member's last unit, shall be elected by the remaining members of the Board of Administration to serve for the balance of the term of the said Board Member.

C. The number of board members to be elected shall be stated by the Chairman at the meeting of the members at which an election of Board Members is to take place, and ballots providing for the writing in of names of the number of Board Members so designated by the Chairman shall be distributed to the members for voting. Cumulative voting shall not be permitted, and no member may vote more than once for any single Board Member. The persons receiving the highest number of votes shall be elected Board Members. Nominations may be made by members prior to the election and each person so nominated may make a speech not to exceed five (5) minutes in duration prior to the election. However, it shall not be necessary for a person to be nominated in order to be elected by a Board Member. No person shall be elected a Board Member who is not a member of the association or a designated representative of a corporation or other entity which is a member of the Association.

D. The annual organizational meeting of the Board shall be held immediately following the adjournment of the annual meeting of members of the Association. However, if a quorum is not present at that time, the members of the Board who are present for the annual organizational meeting shall designate a time and place for the holding of the annual organizational meeting, which meeting shall be held within ten (10) days thereafter.

E. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least four (4) such meetings shall be held during each fiscal year.

F. Special meetings of the Board may be called by the President, and must be called by the secretary at the written request of a majority of the Board. No less than three (3) days' notice of a meeting shall be given to each Board Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

G. Notice of Meetings. Except in cases of emergency, notice of all meetings of the Board of Administration shall be posted at a conspicuous place on the condominium property at least forty-eight (48) hours in advance of the time of the meeting.

H. The officers of the Association shall be elected annually by the Board of Administration at the organizational meeting of each new Board, and shall serve for the ensuing year or until their successors shall be elected. Each such officer so elected shall hold office at the pleasure of the Board, and any officer may be removed from office by a vote of a majority of the Board Members, either with or without cause, and his successor shall be elected at the meeting at which the officer has been removed from office.

I. Waiver of Notice. Any Board Member may waive individual notice of any special meeting and such waiver shall be deemed equivalent of giving individual notice. However, except in cases of emergency, no Board Member may waive the posting of notice of the Board's meeting as required herein. Attendance by a Board Member at a meeting of the Board shall constitute waiver of individual notice to that Board Member of the time and place of that meeting.

J. All meetings of the Board shall be open to all unit owners and members of the Association.

K. Board Members and Officers' fees, if any, shall be determined by the members of the Association.

L. All the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, Articles of Incorporation of the Association, these By-Laws, and the Declaration. Such powers and duties shall be exercised in accordance with the Articles of Incorporation, these By-Laws, and the Declaration and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association, subject to the right of the members of the Association to change such assessments as provided in these By-Laws.

(ii) The maintenance, repair, replacement, operation and management of the condominium, wherever the same is required, to be done and accomplished by the Association for the benefit of its members.

(iii) The reconstruction of improvements after casualty, and further improvements of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration.

(v) To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration.

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in operating and managing the condominium, and in accomplishing the purposes set forth in the Declaration.

(vii) To contract for the management and maintenance of the Condominium as provided in Article III, paragraph D of the Articles of Incorporation.

(viii) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and any regulations hereinafter promulgated governing the use of the property in the condominium.

(ix) To pay all taxes and assessments which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens.

(x) To carry insurance for the protection of the members and the association against casualty and liability.

(xi) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate apartment units, and

(xii) To employ personnel to perform the services required for proper administration of the Association.

M. The undertakings and contracts authorized by the said first Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board duly elected by the membership.

5. OFFICERS

A. All officers shall be elected by the Board. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer. The President shall be a member of the Board of Administration. The Board Members may appoint an assistant secretary, an assistant treasurer, and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be combined by action of the Board.

B. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the owners, from time to time, as he may, in his discretion, decide is appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

D. The Secretary shall have custody of, and maintain all of the corporate records except the financial records; shall record the minutes of all meetings of the Board, send out all notices of meetings and perform such other duties as may be directed by the Board and President. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

6. FISCAL MANAGEMENT

Fiscal management will be as set forth in the Declaration, supplemented by the following:

A. Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(1) Current expense, which will cover anticipated operating expenditures within the fiscal year for which the budget is made. This account may include an operating reserve not to exceed fifteen percent (15%) of the total projected annual common expenses for each fiscal year. Any balance in this account at the end of each fiscal year shall be applied to the current expense account for the ensuing fiscal year.

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

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

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

B. Budget. The Board shall prepare a proposed annual budget of common expenses for the next ensuing fiscal year of the Association at least sixty (60) days before the end of the then current fiscal year, and a copy of the proposed budget shall be promptly delivered or mailed to each member, together with a notice of the time and place of the meeting of the Board at which final adoption of the proposed budget will be considered by the Board, which meeting shall be held within thirty (30) days of the date of the meeting at which the proposed budget was prepared by the Board.

If the budget as finally adopted by the Board requires assessment against the unit owners for the ensuing fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the current year, the members of the Association may contest the budget in the following manner. Upon written application of ten percent (10%) of the unit owners, being delivered to the Board, the Board shall call a special meeting of the members, which meeting shall be held upon not less than fifteen (15) days written notice to each member of the Association and no later than thirty (30) days after delivery of the application to the Board. At this special meeting the members may consider and enact a revision of the budget or recall any and all members of the Board and elect their successors. Such revision of the budget and recall and election of successor board members shall require the affirmative vote of not less than a majority of all of the members. In the event that a majority of all of the members shall approve a budget proposed by the Board, either at a duly called meeting of the members or by writing, such budget shall not thereafter be re-examined by the members in the manner set forth hereinabove.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments for the current year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in anticipated expenses by the 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, which assessments were made in accordance with other provisions of these By-Laws.

So long as the Developer is in control of the Board, the Board shall not impose an assessment for the ensuing fiscal year greater than one hundred fifteen percent (115%) of the current fiscal year's assessment unless such additional assessment has been approved by a majority of all of the members either at a meeting of the members or by writing.

The budget shall include provisions for estimated funds required to defray and pay the estimated common expenses. The budget shall be prepared in accordance with the applicable provisions of the Florida Condominium Act (presently Sections 718.-111(13) and 718.112(2) (k)) in effect at the time each budget is prepared.

C. Assessments. Assessments against the members for payment of their shares of budgeted expenses shall be made for each fiscal year in advance. Such assessments shall be due in equal monthly payments on the first (1st) day of each month of the year for which the assessments are made. If a monthly assessment is not timely made for any fiscal year, each member of the Association shall continue to pay the assessment for the preceding fiscal year until such time as the assessment for the then current fiscal year is set by the Board, and in the event that the monthly assessment for the then current fiscal year is different from the monthly assessment for the preceding fiscal year, any deficiency or overage in the monthly assessment payment between the assessment for the preceding year and the current fiscal year shall be adjusted in a manner to be set by the Board.

(1) Notice of the amount of the monthly assessment for each fiscal year shall be given to each member of the Association with that member's copy of the budget for such fiscal year. It shall not be necessary for the Association to mail or deliver monthly notices or requests for payment of assessments to members.

(2) Any assessment payment not made within ten (10) days after it is due shall be delinquent and in default.

(3) Acceleration of assessment installments upon default. If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessments upon notice to the member, whereupon the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to such member by registered or certified mail, whichever shall first occur.

(4) Each member, regardless of how the member's title to a unit is acquired, including without limitation a purchaser at a judicial sale, shall be liable for payment of all assessments coming due while such member is the owner of the unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

(5) The liability for payment of assessments may not be avoided by any member through waiver of the use or enjoyment of any of the common elements, or the abandonment of the unit against which the assessment has been made.

(6) Assessments and payments thereof which are not paid when due shall bear interest, from ten (10) days after due until paid, at the rate of ten percent (10%) per annum.

(7) Special Assessments. To meet the costs of emergency repairs or replacements of the condominium property, including the common elements, limited common elements, and the units themselves, or to meet other unanticipated expenses which the association is legally obligated to pay, may be made from time to time by the Board, and the manner of payment of said special assessments shall be set by the Board.

(8) Upon the request of any member, the Association shall furnish a certificate showing the amount of unpaid assessments against that member's unit. The holder of a mortgage or other lien against a member's unit shall have the same right to such certificate for the unit against which such lien is held. Any person other than the member who relies upon such certificate shall be protected thereby.

D. Deposit of Association Funds. All funds of the Association shall be deposited in bank account or accounts to be established from time to time by resolution of the Board. Withdrawals, drafts and orders on all of such bank accounts shall be made in accordance with resolutions therefor to be adopted by the Board.

E. Audit. Periodic audits of the financial books and records of the Association shall be made by such persons and at such times as may be designated by the Board, but at least annually. The reports of such audits shall be available for inspection at all reasonable times by all members of the Association, and any member requesting a copy of the same shall be furnished such copy.

F. Fidelity Bonds. All officers and directors who control or disburse funds of the Association shall be bonded by the Association under fidelity bonds in such amounts as may be determined and advisable by the Board. Any other officers or directors may likewise be bonded. All premiums on the fidelity bonds should be paid by the Association.

7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these By-Laws, or with the statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS

These By-Laws may be amended in either of the following manners:

A. So long as the Developer is entitled to elect a majority of the members of the Board as provided herein and in the Declaration, the Developer may amend these By-Laws by a majority vote of the Board.

B. After the members of the Association have become entitled to elect a majority of the Board as provided in the Declaration, any amendment to these By-Laws must be approved as follows:

(1) An amendment may be proposed by resolution of the Board, or an amendment may be proposed in writing by no less than one-third (1/3) of the members of the Association, or may be proposed by resolution of the members at any duly called meeting of the members. All amendments proposed by the members shall be submitted to the President.

(2) The proposed amendment shall be presented to the members for their consideration, at a meeting of the members. The President shall call a meeting for consideration of the proposed amendment and the Secretary shall notify the members of the time and place of the meeting within ten (10) days after the Board has adopted a resolution proposing an amendment, or the President has received written notice that the members have proposed an amendment, as hereinafter provided, and said meeting shall be held within thirty (30) days from the date of the notice.

(3) All amendments must be approved by the affirmative vote of not less than two-thirds (2/3) of the members in order for such amendment to become effective. However, in the event that two-thirds (2/3) or more of the members sign a petition containing a proposed amendment, it shall not be necessary for the members to vote on the proposed amendment at a meeting of the members. Such petition shall be submitted to the Secretary. Within ten (10) days after an amendment has been adopted by vote of the members or by petition of the members, the Secretary shall certify a copy of the amendment and record it in the Public Records of Brevard County,

Florida. Each amendment shall specify the date on which it shall become effective but no amendment shall become effective prior to the date on which it is recorded in the Public Records of Brevard County, Florida.

(4) No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by-law. See by-law . . . for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9. LIMITATIONS ON AUTHORITY OF MEMBERS

No member of the Association shall have any authority to individually act for the association or to bind the Association in any manner, or to incur any liability on behalf of the Association unless such member is an officer of the Association and is acting in the official capacity of such officer.

10. FIDUCIARY RELATIONSHIP

The officers and Board members of the association shall have a fiduciary relationship to the members.

11. ASSOCIATION MINUTES

Minutes of all meetings of the members and of the Board shall be kept in a businesslike manner and shall be available for inspection by the members at all reasonable times.

12. ASSOCIATION ACCOUNTING RECORDS

The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to members or their authorized representatives. Failure of the Association to permit inspection of its accounting records by members or their authorized representatives shall entitle any person prevailing in an action for enforcement of this right to recover reasonable attorney fees from the Association. Such records shall include:

A. A record of all receipts and expenditures.

B. An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account, and any balance due.

13. RIGHT TO INTERVENE

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

14. INSURANCE POLICIES

A copy of each insurance policy obtained by the Association shall be made available for inspection by members at reasonable times.

15. RETENTION OF RECORDS

Minutes of all meetings of the Board of Administration and of the Members of the Association shall be kept in a book available for inspection by the unit owners or their authorized representative and by Board Members at all reasonable times and the Association shall retain those Minutes for a period of not less than seven (7) years.

16. RECALL OF BOARD MEMBERS

Any member of the Board except those members named and appointed by the Developer so long as the Developer is entitled to name and appoint any Members of the Board under the provisions of these By-Laws, the Articles of Incorporation and the Declaration may be recalled and removed from office with or without cause by the vote of or by agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a Member or Members of the Board of administration may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

17. RULES AND REGULATIONS

Rules and regulations as defined in Section 26 of the Declaration of Condominium may be adopted by the Board. However, no rule or regulation may be adopted or amended by the Board unless thirty (30) days' notice has been given to each member in writing of the Board's intention to adopt or amend the rule or regulation. The members may initiate the adoption or amendment of a rule and regulation or rules and regulations in writing subscribed by 10% or more of the members and after submission of the proposed rule or rules or amendment thereof to the Board, the Board shall call a meeting of the Board subject to the notice required herein, at which meeting the Board shall consider adoption or amendment of the proposed rule or rules.

18. ARBITRATION OF DISPUTES

The parties to any internal dispute arising from the operation of the condominium among unit owners, associations, and their agents and assigns, shall submit such dispute to a binding arbitration hearing to be conducted by the Division of Florida Land Sales and Condominiums of the Department of Business Regulation pursuant to the applicable provisions of the Florida Condominium Act and the Department's rules of procedure governing such binding arbitration hearings. Nothing in this provision shall be construed to foreclose parties from proceeding to a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction.

19. DEFINITIONS

The words defined in this section of these By-Laws shall have the meaning or meanings hereinafter set out for each defined word, for purposes of these By-Laws:

A. Articles of Incorporation or Charter shall mean the instrument by which SUNSET HARBOR OWNERS ASSOCIATION, INC. was incorporated as a corporation not for profit under the laws of the State of Florida.

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

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

D. Board Member shall mean a member of the Association or the representative of a corporate or other legal entity owning a unit who has been elected to membership on the Board and who is then serving on the Board.

E. Condominium shall mean SUNSET HARBOR, A CONDOMINIUM.

F. Declaration or Declaration of Condominium shall mean the Declaration of condominium establishing SUNSET HARBOR, A CONDOMINIUM under the laws of the State of Florida.

G. Project shall mean the condominium project and all improvements situated thereon and appertaining thereto as described in the Declaration of Condominium.

H. Unit or Apartment Unit shall mean each individual condominium apartment located within the project, together with all appurtenances thereto.

The undersigned, being the Secretary of SUNSET HARBOR OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of the Association at a meeting of the subscribers and the Board of Administration for such purposes held on the 2nd day of October, 1984.

SUNSET HARBOR OWNERS ASSOCIATION, INC.

By

C.V. Kessel
Secretary