

Sunset Harbor Condominium Documents - Restrictions

Section 11

11. USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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AMENDMENTS

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

Page 14 paragraph 14 amended to read:-

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

BY-LAWS

Page 3 paragraph 4 amended to read:-

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

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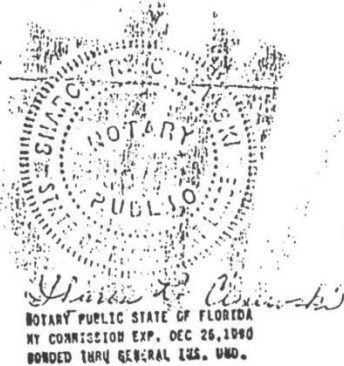
Signed: E. Brissan Member of the Board
SUNSET HARBOR HOMEOWNERS ASSOCIATION

Signed: Orville L. Potter Member of the Board

Witnessed: Jean E. Brissan

Date: 5-22-89

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



→ Orville L. Potter
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Cocoa Beach, FL 32931

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