

Nancy Nelson
711 Beach Rd #104
Sarasota Fl. 34242

DECLARATION OF CONDOMINIUM
OF
SUNSET ROYALE

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006188996 13 PGS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#844059

The following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, have been submitted to condominium ownership, being more particularly described as follows:

LOTS 17, 18, 19, 20, 21, 22, 23, BLOCK 28,
SARASOTA BEACH, recorded in Plat Book 1,
Pages 76 to 81, inclusive, Public Records,
of Sarasota County, Florida.

1. NAME. The name by which this condominium shall be known and identified is SUNSET ROYALE, a condominium, and its address is 711 Beach Road, Sarasota, Florida.

2. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act (718.103, Florida Statutes) and as follows unless the context otherwise requires:

2.1. APARTMENT means unit as defined by the Condominium Act and where appropriate includes an appurtenant "Porch" or "lanai".

2.2. APARTMENT OWNER means unit owner as defined by the Condominium Act.

2.3. ASSOCIATION means Sunset Royale Association, Inc. and its successors.

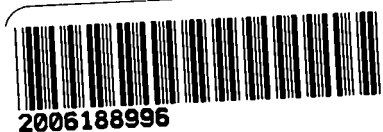
2.4. COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

2.5. COMMON EXPENSES include:

- a. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association.
- b. Expenses declared common expenses by provisions of this Declaration of bylaws.
- c. Any valid charge against the condominium property as a whole.
- d. Charges for utility services except such services as are metered separately to each unit.
- e. Pest control service for the units, as well as the common elements.

2.6. 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.

2.7. SINGULAR, PLURAL, GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.



2.8. UTILITY SERVICES, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, sewage disposal and cable-television apparatus.

3. SURVEY AND FLOOR PLAN. A Survey of the land subject to this condominium and a graphic description of the improvements, and a plat plan locating the improvements thereon, and a floor plan identifying each unit and the common elements and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked Exhibit "B". The condominium units shall be known and numbered as described in said Exhibit "B".

3.1. EASEMENTS are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed unless approved in writing by the apartment owner.

3.2. IMPROVEMENTS -- GENERAL DESCRIPTION.

a. APARTMENT BUILDING. The condominium includes One Apartment Building which contains three (3) floors and 29 apartments. The condominium also includes five penthouses (5) which are located on a partial fourth floor. The condominium also includes parking areas numbered so there exists at least one parking area for each apartment.

b. OTHER IMPROVEMENTS. The Condominium includes a managers office, parking areas, numbered storage areas, gardens and landscaping, guest automobile parking areas, laundry and other facilities located substantially as shown upon the plans which are part of the common elements.

3.3. APARTMENT BOUNDARIES. Each apartment, which term as used in this subsection concerning boundaries shall include that part of the building containing the apartment that lies within the boundaries of the apartment which boundaries are as follows:

a. UPPER AND LOWER BOUNDARIES.--The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary the horizontal plane of the lower surfaces of the ceiling (including attics where applicable).

(2) Lower Boundary--the horizontal plane of the lower surfaces of the floor slab.

b. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of an apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls--the intersecting vertical planes adjacent to and which include the interior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a Lanai, Loggia, terrace canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the

intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls -- the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.4. COMMON ELEMENTS. The common elements include the land and all other parts of the condominium not within the apartments unless otherwise provided herein.

3.5. All screening used exclusively by a unit shall not be considered a common element but shall be considered a part of said unit.

a. All air-conditioning units used exclusively by a unit shall be considered a part of said unit and shall not be considered a common element.

b. All "Planters" located in the "Roof Terrace" appurtenant to a particular penthouse shall be considered a part of said penthouse and not part of the common elements.

3.6. LIMITED COMMON ELEMENTS. The limited common elements include all portions of the common elements which are for the exclusive use of a unit owner, including roof terraces, storage lockers and assigned parking spaces.

4. THE CONDOMINIUM ACT: Chapter 718, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium.

5. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: Each unit shall own an equal undivided share in the common elements appurtenant to each unit. The common expenses of the condominium and the common surplus shall be divided equally among the units.

6. AMENDMENTS OF DECLARATION:

6.1. This Declaration may be amended at any time by an affirmative vote of 51% of the units except that an affirmative vote of 100% of the units shall be required to amend Paragraph 5 hereof or any part thereof. The consent of holders of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided however, that the consent of institutional mortgagees shall be required so to amend for any purpose other than that described in Paragraph 3.1 hereof.

6.2. EXECUTION AND RECORDING: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, 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 recorded in the Public Records of Sarasota County, Florida.

7. BYLAWS. The operation of the condominium property shall be governed by the Bylaws of SUNSET ROYALE ASSOCIATION, INC. a copy of which is attached hereto and made a part hereof as a copy of which is attached hereto and made a part hereof as Exhibit C. No modification or amendment to these Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Paragraph 6 above.

8. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

8.1. The operation of the condominium shall be vested in SUNSET ROYALE ASSOCIATION, INC., a non-profit Florida corporation.

8.2. No unit owner, except as an Officer of the Association, shall have any authority to act for the association.

8.3. The powers and duties of the association shall include those set forth in the Bylaws referred to herein, but in addition thereto the association shall:

a. Have irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units or for pest control.

b. Have the power to make and collect assessments and to lease, maintain, repair and replace the common elements.

c. Maintain accounting records according to good accounting practice, which shall be open to inspection to unit owners at all times.

d. Prescribe such rules as it shall, from time to time, consider appropriate provided that all such rules shall be reasonable and shall not conflict with any provision of this Declaration or the Articles of Incorporation or By-Laws of the Association.

9. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

9.1. The maintenance of the common elements shall be the responsibility of the Association. The maintenance of each unit shall be the responsibility of each owner of the unit.

9.2. Notwithstanding any other provision hereof, the louvers of the doors and windows serving units shall be limited common elements, and although their repair and replacement shall be the responsibility of the association, their maintenance, such as oiling and keeping clean from dirt, sand and rust, shall be the responsibility of the unit owner.

9.3. The Association may alter, add to or improve the common elements, provided that no expense for such purpose in excess of Five Hundred Dollars (\$500.00) shall be incurred without prior written approval of not less than a majority of the members of the Association. This restriction shall not apply to any expense for maintenance, repair, replacement, preventative maintenance or compliance with any valid law or governmental order.

9.4. No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

10. COMMON EXPENSES AND COMMON SURPLUS.

10.1. Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the association, and any other expense designated as common expense by this Declaration or the By-Laws.

10.2. Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.

10.3. The common surplus shall be owned by unit owners in the shares provided in this Declaration.

11. ASSESSMENTS: LIABILITY: LIEN AND PRIORITY: INTEREST: COLLECTIONS:

11.1. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance,, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

11.2. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment was made.

11.3. Assessments and installments thereon not paid when due shall bear interest from the date which due until paid, at the highest rate allowed by law.

11.4. The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorneys' fees incurred by the association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of the recording of the claim of lien by the association.

11.5. Liens for assessments may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 718, Florida Statutes.

11.6. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

12. TERMINATION OF CONDOMINIUM. If all unit owners and the holders of all liens affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, said property shall be deemed to be thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner, shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

13. EQUITABLE RELIEF. In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

14. LIMITATION OF LIABILITY.

14.1. The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

14.2. The owner of a unit shall have no personal liability for any damage caused by the association on or in connection with the use of common elements, beyond that liability provided by law. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

15. LIENS

15.1. Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of the unit owners. During such period liens may arise or be created only against the several condominium parcels.

15.2. Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the association such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

15.3. In the event a lien against two or more condominium parcels becomes effective each owner thereof may relieve his condominium parcel of the lien by payment of the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

16. REMEDIES FOR VIOLATION. Each unit owner shall be governed by and conform with this Declaration and the Bylaws attached hereto. Failure to do so shall entitle the association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

17. EASEMENTS:

17.1. Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, walks and other common elements.

17.2. All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the buildings or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

18. MEMBERSHIP IN ASSOCIATION.

18.1. SUNSET ROYALE ASSOCIATION, INC., a non-profit Florida corporation, was chartered to perform the acts and duties desirable for apartment house management for the units and common elements and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid.

18.2. All unit owners shall automatically be members of the association and said membership shall terminate when they no longer own said units.

18.3. Owners of each unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the By-Laws attached hereto as Exhibit "C".

19. ASSESSMENTS.

19.1. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance, plus operating and maintenance expenses.

19.2. The annual assessment for each fiscal year against each unit is set forth in paragraph 5 above. Such assessments shall be due in monthly installments on the first day of each month of the year for which the assessment is made, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy equal special assessment against each unit if a deficit should develop on the treasury for the payment of common expenses.

20. LEASE. CONVEYANCE. DISPOSITION - The purpose and object of this paragraph is to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the units by owners shall be subject to the following provisions;

20.1 ASSOCIATION APPROVAL REQUIRED - No owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title the approval must be recorded in the Sarasota County, Florida Public Records with the deed or other instrument transferring title to the unit.

20.1.1. DEVISE OR INHERITANCE - If any unit owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the unit owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

20.1.2 LEASES - Approvals of leases need not be recorded. Only entire units maybe leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Community Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages., termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is one week.

20.1.3. MULTIPLE OWNERS - Consistent with Paragraph 20 above, de facto time sharing of units is not permitted and approval will not be given for the sale of a unit or an interest in a unit to multiple persons (e.g.. siblings or business associates), who may intend that they and their families would split occupancy of the unit into different time periods during the year.

20. 2 APPROVAL PROCEDURE - The approval of the Association shall be obtained as follows:

20.2.1. WRITTEN NOTICE - Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may

require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

20.2.2. ASSOCIATION OPTIONS - The Association must, within 15 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Paragraph 20. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

20.2.3. CLOSING DATE - The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

20.2.4 NOTICE OF DISAPPROVAL - If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 20.2.2), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and court costs and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

20.3 JUDICIAL SALES - Judicial sales are exempt from this section.

20.4 UNAPPROVED TRANSACTIONS - Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

20.5. All rental contracts shall be between the owner and his tenant with the on-premises manager acting as agent for the owner; provided, however, that no unit may be rented for a term of less than one week.

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

a. promptly pay the assessments levied by the association.

b. maintain in good condition and repair all portions of his unit whether interior or exterior (such as any terrace or porch which is part of the unit) and maintain and repair the fixtures therein and limited common elements appurtenant thereto, and pay for any utilities which are separately metered to his unit.

c. Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

d. Keep no pets or other animals in his unit or the common elements.

e. Not make or cause to be made any structural addition or alteration to his unit or to the common elements without prior written consent of the association and all mortgagees holding a mortgage on his unit.

f. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

g. Conform to and abide by the Declaration of Condominium and Association rules in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

h. Make no alteration change of the common elements or any outside or the exterior appearance of the building or other portions of the condominium property, whether within a unit or part of the common elements without prior written approval of the Board of Directors.

i. Allow the Board of Directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements or to determine compliance with this Declaration and Bylaws of the corporation.

j. Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials except as provided uniform regulations promulgated by the association.

k. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the Board of Directors of the corporation. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the corporation shall pay for and be responsible for repairs and electrical wiring within the common elements.

l. Comply with all the provisions of this declaration regarding rentals of his unit.

m. The Board of Directors shall have the right to regulate the covering of floor areas within each unit in its sole discretion, including but not limited to cover of floor areas or allowing floor areas to be partially or completely uncovered. Any change or modification of existing floor covering must be approved by the Board after written request by unit owner describing and diagramming the extent, nature and type of floor covering or the area requesting to remain uncovered.

22. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain it as required above, the association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the association shall have the right for its employees or agents to enter the unit and do the necessary work to enforce compliance with the above provision.

23. DESTRUCTION OF IMPROVEMENTS AND INSURANCE.

23.1. The association shall obtain fire and extended coverage insurance insuring all of the insurable improvements within the common elements, as well as the units to the extent required by law, for the full insurable value thereof, subject to reasonable deductibles. The premium for such coverage and all other insurance deemed desirable by the corporation shall be assessed against the owners of each unit as heretofore provided.

23.2. In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the policy shall be made to the members owning such units and their mortgagees as their interest may appear, if there be mortgages on said units, and it shall be the duty of those members to effect the necessary repairs to the improvements within their respective units.

23.3. In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the policy will be made jointly to the association and to the holders of mortgages in the units, and the proceeds shall be expended or disbursed as follows:

a. If the mortgagees agree, all payees shall endorse the insurance company's check to the association, and the association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units, in such event should the insurance proceeds be sufficient to repair the improvements within the common elements but insufficient to repair all of the damage within the units, the proceeds shall be applied first to completely repair the improvements within the common elements and the balance of the funds shall be apportioned to repair improvements within members' units in proportion to the loss sustained to improvements within said units as estimated by the insurance carrier, and the members owning interest in units containing damaged improvements shall be subject to a special assessment and shall contribute to the association the remaining funds necessary to repair and restore the improvements within their units.

b. In the event all mortgagees do not agree to the endorsement of the proceeds as provided in subparagraph (a) above, all payees shall endorse the insurance company's check to the institutional first mortgages owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the association, as escrow agent) shall disburse funds as follows:

(i) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the association and the

contractor, which contract shall be subject to the prior written approval of the escrow agent.

(ii) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests may appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units. In the event the majority of the voting members vote in favor of a special assessment, the association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with paragraph 5 above, and the condominium project shall be terminated as hereinafter provided, and all insurance proceeds shall be distributed to apartment owners and their mortgagees as their interests shall appear.

23.4. If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above and vote to abandon the condominium project, same shall be abandoned in accordance with paragraph 12 above. As evidence of the members' resolution to abandon, the president and secretary to the association shall effect and place in the Public Records of the County as affidavit stating that such resolution was properly passed to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

23.5. Liability insurance, in an amount to be determined by the Directors of the association, shall also be obtained.

23.6. Under all circumstances the corporation hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damages to improvements within units or common elements.

24. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used, herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, and the term "association" is used synonymously with "corporation" and refers to SUNSET ROYALE ASSOCIATION, INC.

25. RIGHT TO GRANT VARIANCES. The Board of Directors shall have the absolute right and discretion to grant variances from the provisions of the Declaration in cases where not to grant such variance would create hardship in the opinion of the Board or where such variance would be in keeping with the spirit and intent of the Declaration or would be such as to not adversely affect any neighboring Unit Owner or the Condominium as a whole. Such variances, if granted, shall be granted upon written application of the Unit Owner setting forth in detail the variance required and reasons for it. Any such variance, if granted shall be granted by the Board in writing and shall be strictly complied with by the applicant* All such variances must be executed with the formalities

of a deed and recorded in the public records of Sarasota County, Florida, to become effective.

25.1 Enforcement.

(a) Each member and the member's tenants, guests and invitees are governed by and must comply with the governing documents and rules of the association.

(b) The Sunset Royale Association, Inc. may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees to use common areas if the member, or a member's tenants, guests or invitees violate the association's rules and provisions. Sunset Royale Association, Inc. may also levy reasonable fines for each violation of the Declaration of Condominium and rules and regulations against any member or any tenant, guests, or invitee. Fines shall not exceed the maximum amount permissible by law.

(c) A fine or suspension may not be imposed without written notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three association members.

(d) The Sunset Royale Association, Inc. shall appoint the committee. Committee members shall not be officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

(g) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

(f) Suspension of common-area-use rights shall not impair the right of any owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including but not limited to, the right to park.

(g) The Sunset Royale Association, Inc. may not suspend the voting rights of members without due cause.

IN WITNESS WHEREOF, the undersigned has caused there presents to be signed in its name by its President, and its corporate seal affixed this 16th day of September 2006.

Witnesses:

Edythe J. Landes
Pat Harris

SUNSET ROYALE ASSOCIATION, INC.

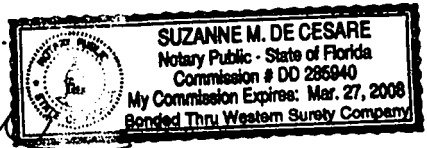
FOR NANCY NELSON

STATE OF FLORIDA

COUNTY OF SARASOTA

OCTOBER 17, 2006

Nancy Nelson, President



Suzanne M. De Cesare

Attest: Elaine S. Orlandi
Elaine Orlandi, Secretary

State: Ohio)
County: Medina)

NOTARY PUBLIC SEAL

Before me, a Notary
Elaine Orlandi



this 13th day of October 2006, by
KELLY A. MORAN,
Notary Public, State of Ohio
My Commission Expires Aug. 24, 2008

Kelly A. Moran