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K. Dellore

Inst No:2003027461 Date:05/21/2003
GAIL WADSWORTH, FLAGLER Co. Time:10:00
Book: 933 Page: 949 Total Pgs: 5

OFF
REC 0933 PAGE 0949

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNRISE PLAZA CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Sunrise Plaza Condominium was recorded in Official Records Book 879, Page 466, Public Records of Flagler County, Florida; and

WHEREAS, Article VII of the aforesaid Declaration of Condominium expressly authorizes the Developer, Sunrise Plaza of Palm Coast, Inc., to amend the Declaration of Condominium provided said Developer owns at least one (1) Unit in the Condominium; and

WHEREAS, the aforesaid Developer has elected to amend Exhibit B and Exhibit C to the Declaration to separate and establish Units 106 and 107, Unit 108 and Units 109 and 110, together with the respective Percentage Interest in the Common Elements and Common Expenses;

NOW, THEREFORE, the Developer, Sunrise Plaza of Palm Coast, Inc., hereby amends Exhibits B and C, as follows:

Amended Exhibits B and C are attached hereto and
incorporated by reference into this Amendment.

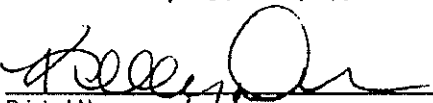
IN WITNESS WHEREOF, Sunrise Plaza of Palm Coast, Inc. has executed
the above and foregoing Amendment this 15th day of May, 2003.

WITNESSES:


SUNRISE PLAZA OF PALM
COAST, INC.



Printed Name: Kelli Adams



Printed Name: Kelly Devore

By: 
Ursula Gittler, Vice-President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 15th day
of May, 2003, by Ursula Gittler, Vice-President of Sunrise Plaza of Palm Coast,
Inc., a Florida corporation, who ☐ is personally known to me or who ☒ has
produced a drivers license as identification.

Notary Public
Title or Rank



Notary Signature

Commission Number

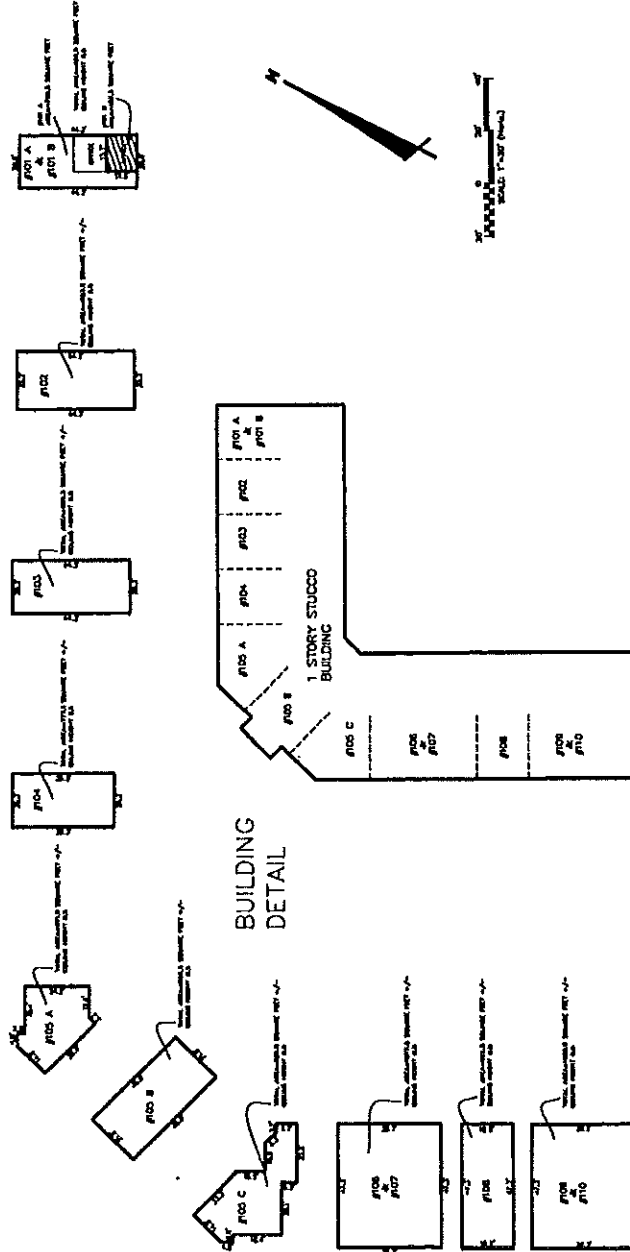
Notary Name Printed
My Commission Expires:



Amended Exhibit B

SECTION 41, TOWNSHIP 11 SOUTH, RANGE 31 EAST

BUILDING DETAIL



DATE: 11/11/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

THIS DOCUMENT IS THE PROPERTY OF THE STATE OF TEXAS. IT IS TO BE USED FOR THE PURPOSES FOR WHICH IT WAS ISSUED AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION. ANY VIOLATION OF THIS NOTICE IS A VIOLATION OF THE TEXAS PENAL CODE, SECTION 37.09, AND MAY BE SUBJECT TO A FINE OF UP TO \$500 AND/OR IMPRISONMENT FOR UP TO 6 MONTHS.

MAKINS & CREED
Civil Engineers, Surveyors, Architects
11111 West Loop West, Suite 100
Houston, Texas 77040
Tel: 281-415-2000
Fax: 281-415-2001
www.makinsandcreed.com

NO.	DATE	DESCRIPTION
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DESIGNED BY: [Blank]
CHECKED BY: [Blank]
APPROVED BY: [Blank]

STATE OF TEXAS
COUNTY OF [Blank]
CITY OF [Blank]
[Signature]
[Signature]
[Signature]

OFF REC 0933 PAGE 0954

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

The following is a true copy of the First Amendment to Declaration of Condominium of SUNRISE PLAZA CONDOMINIUM, which Amendment was approved by the Developer pursuant to Article VII of the Declaration of Condominium, as follows:

WHEREAS, the Declaration of Condominium for Sunrise Plaza Condominium was recorded in Official Records Book 879, Page 466, Public Records of Flagler County, Florida; and

WHEREAS, Article VII of the aforesaid Declaration of Condominium expressly authorizes the Developer, Sunrise Plaza of Palm Coast, Inc., to amend the Declaration of Condominium provided said Developer owns at least one (1) Unit in the Condominium; and

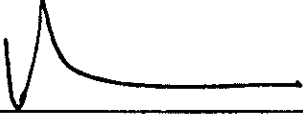
WHEREAS, the aforesaid Developer has elected to amend Exhibit B and Exhibit C to the Declaration to separate and establish Units 106 and 107, Unit 108 and Units 109 and 110, together with the respective Percentage Interest in the Common Elements and Common Expenses;

NOW, THEREFORE, the Developer, Sunrise Plaza of Palm Coast, Inc., hereby amends Exhibits B and C, as follows:


Amended Exhibits B and C are attached hereto and
incorporated by reference into this Amendment.

IN WITNESS WHEREOF, Sunrise Plaza of Palm Coast, Inc. has executed the above and foregoing Amendment this 15th day of May, 2003.

WITNESSES:



Printed Name: Kelli Adams


Printed Name: Kelly Devore

SUNRISE PLAZA OF PALM
COAST, INC.

By: 
Ursula Gittler, Vice-President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 15th day of May, 2003, by Ursula Gittler, Vice-President of Sunrise Plaza of Palm Coast, Inc., a Florida corporation, who ☒ is personally known to me or who ☐ has produced drivers license as identification.

Notary Public
Title or Rank


Notary Signature

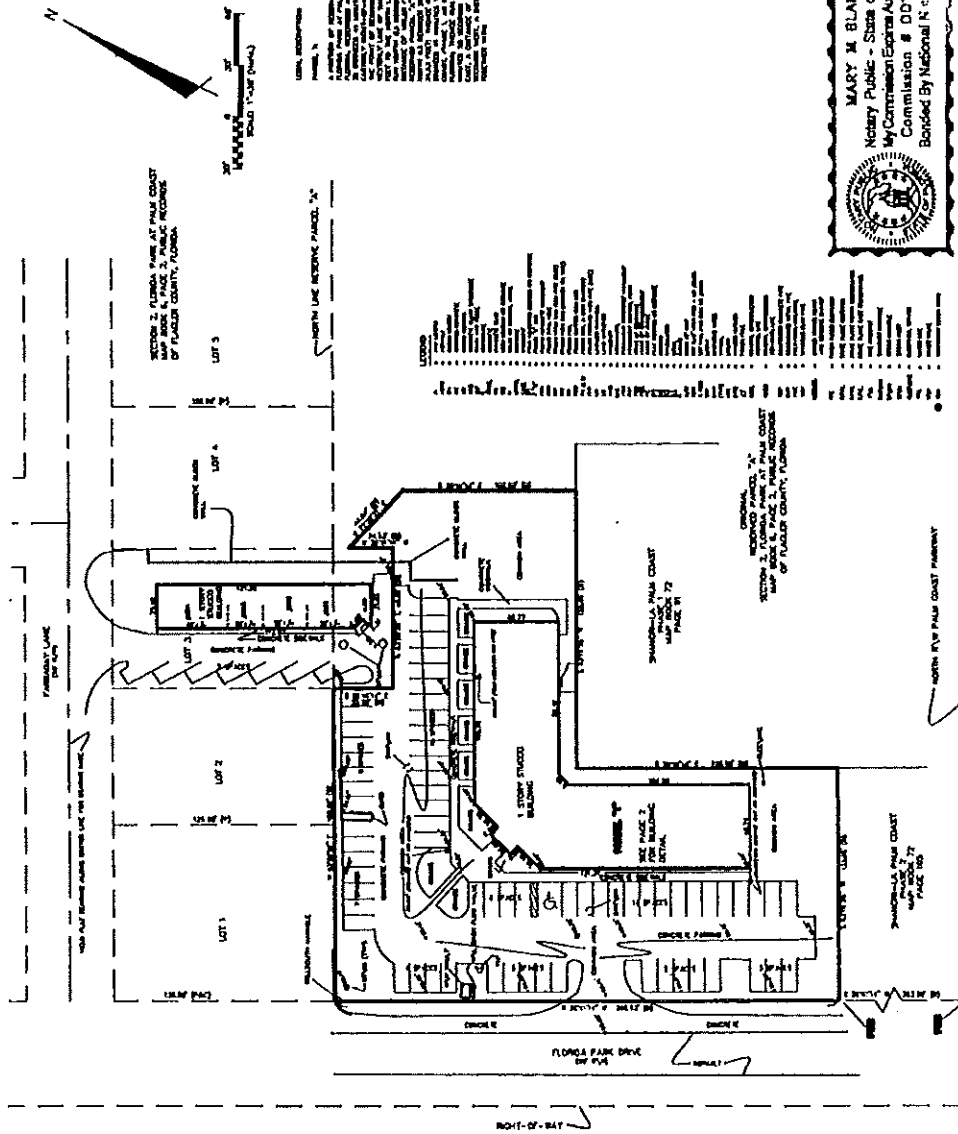
Commission Number

Notary Name Printed
My Commission Expires:



SECTION 41, TOWNSHIP 11 SOUTH, RANGE 31 EAST

SUNRISE PLAZA CONDOMINIUM
SKETCH OF DESCRIPTION
PALM COAST
FLAGLER COUNTY



Abstract

RESEARCH DESIGN

Country of origin

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1. Attached to a document

1. Background

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ADDRESS OF THE AUTHOR

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Abstract

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MARY M. BLAKE
Notary Public - State of Florida
My Commission Expires Aug 17, 2011
Commission # 0014323
Bonded By National Notary Association



McKIM & CREED
1800 Atlantic Avenue, Suite 100
Parsippany, NJ 07054-3020, Fax: (201) 774-1143
Corporate Sales, Phone: (201) 774-3400
US #0268

Case No.	Case Name	Case Type	Case Status	Case Date	Case Location	Case Description	Case Notes	Case Attachments	Case Comments
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36	Case 36	Case 36 Type	Case 36 Status	Case 36 Date	Case 36 Location	Case 36 Description	Case 36 Notes	Case 3	

Figure 10

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2010

BUILDING
DETAIL

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5. The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance, and it is not intended to be used in connection with any offer of insurance. It is not intended to be used in connection with any offer of insurance. It is not intended to be used in connection with any offer of insurance.

PERCENTAGE INTEREST
IN COMMON ELEMENTS AND
COMMON EXPENSES

UNIT

101-A	6.3%
101-B	2.4%
102	8.7%
103	8.7%
104	8.7%
105-A	6.8%
105-B	8.8%
105-C	6.8%
106 & 107	16.9%
108	8.4%
109 & 110	<u>17.0%</u>
	100%

Amended Exhibit "C"
to Declaration of Condominium

EASEMENT AGREEMENT

OFF REC 0918 PAGE 0631

WHEREAS, SUNRISE PLAZA OF PALM COAST, INC., a Florida corporation (hereafter **SUNRISE**) is the owner of certain real property located in Flagler County, Florida more particularly described on Exhibit A attached hereto; and

WHEREAS, SUNRISE PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereafter **CONDOMINIUM**) is responsible for the operation and management of Sunrise Plaza Condominium, a commercial condominium located in Flagler County, Florida, upon real property more particularly described on Exhibit B attached hereto; and

WHEREAS, **CONDOMINIUM**, in consideration of the covenants contained herein, has agreed to grant a vehicular and pedestrian access and parking easement to **SUNRISE**, its guests, tenants and invitees, over and across certain Common Elements as designated in the Declaration of Condominium of Sunrise Plaza Condominium as recorded in the Public Records of Flagler County, Florida and to which the Easement Agreement is attached as an Exhibit; and

WHEREAS, a street-front sign (hereafter **SIGN**) displaying the names and related information of tenants and owners occupying portions of the real property set forth in Exhibit A and the names and related information of owners and/or tenants of units occupying portions of the real property set forth in Exhibit B, is located on part of the Common Elements of the condominium property and **CONDOMINIUM** has

agreed that tenants and/or owners of the real property set forth in Exhibit A may continue to display their names and location upon the **SIGN**;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **TERM:** Provided that **SUNRISE** is not in default in the payment of the annual consideration hereafter set forth, this Easement Agreement shall commence as of January 1, 2003 and shall continue on an annual basis, shall be automatically renewable on an annual basis thereafter (unless terminated by mutual agreement of both parties hereto) and shall continue for an indefinite period of time.

2. **CONSIDERATION:** **SUNRISE** shall pay to **CONDOMINIUM** an annual consideration of One Hundred (\$100.00) Dollars, due and payable on the 5th day of January of each calendar year. Failure of **SUNRISE** to remit the full amount due no later than January 31 of each calendar year shall constitute an event of default hereunder. Notice of default shall be given to all parties that have an interest in the property including all mortgagees. All parties have 30 days to cure any default.

3. **EASEMENT:** During the term hereof, **CONDOMINIUM** hereby grants, bargains and sells to **SUNRISE**, its tenants, guests and invitees an unrestricted easement for pedestrian and vehicular traffic access and motor vehicle parking over, across and upon the Common Elements of Sunrise Plaza Condominium as designated in the Declaration of Condominium of Sunrise Plaza Condominium as

recorded in the Public Records of Flagler County, Florida, including but not limited to all parking areas, driveways and passageways to permit full and unimpeded access to that certain real property designated on Exhibit A attached hereto.

4. **SHARED USE OF SIGN:** Throughout the term hereof, tenants and/or owners of the real property set forth in Exhibit A (including their successors and assigns) shall be entitled to, without additional payment to **CONDOMINIUM**, the use of those portions of the **SIGN** as are in effect and are utilized on the date of this Easement Agreement.

5. **ASSIGNMENT:** This Easement Agreement shall inure, without further notice, to the successors and assigns of both parties hereto, and may be assigned by **SUNRISE** without the prior consent of **CONDOMINIUM**.

6. **ATTORNEYS' FEES:** In the event of any litigation arising hereunder, the prevailing party shall be entitled to an award of attorneys' fees and costs.

{signatures to follow on next page}

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

17th day of January, 2003.

WITNESSES

[Signature]
Kelli Adams

[Signature]
R. Michael Kennedy

[Signature]
Kelli Adams

[Signature]
R. Michael Kennedy

SUNRISE PLAZA OF
PALM COAST, INC.

By: [Signature] (seal)
Warren King, President

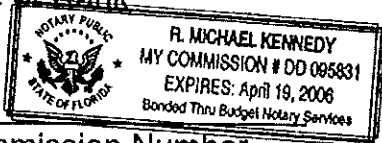
SUNRISE PLAZA
CONDOMINIUM ASSOC., INC. (seal)

By: [Signature]
Ursula Gifler, President

STATE OF Florida :
COUNTY OF Flagler :

The foregoing instrument was acknowledged before me this 17th day of January, 2003, by Warren King, President of Sunrise Plaza of Palm Coast, Inc., who (check appropriate box) ☒ is personally known to me or ☐ who has produced _____ as identification.

Notary Public
Title or Rank



Commission Number
My Commission Expires:

[Signature]
Notary Signature

R. Michael Kennedy
Notary Printed Name

STATE OF Florida :
COUNTY OF Flagler :

The foregoing instrument was acknowledged before me this 17th day of January, 2003, by Ursula Gitler, President of Sunrise Plaza Condominium Association, Inc., who (check appropriate box) ☒ is personally known to me or ☐ who has produced _____ as identification.

Notary Public
Title or Rank



Commission Number
My Commission Expires:

R. Michael Kennedy
Notary Signature

R. Michael Kennedy
Notary Printed Name