KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2013029180 01/25/2013 at 08:21 AM OFF REC BK: 17866 PG: 185-186 DocType:CTF RECORDING: \$18.50

Bonded Thru Notary Public Underwriters

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM SUN KETCH II CONDOMINIUM, INC., A CONDOMINIUM.

Type of Identification Produced

The undersigned officers of Sun Ketch II Condominium, Inc., the corporation in charge of the operation and control of Sun Ketch II Condominium, Inc., a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 6541, Page 1815 et seq., of the Public Records of Pinellas County, Florida, hereby certify that the following attached amendment to the Declaration of Condominium was proposed and approved by a vote of two-thirds of the unit owners present at a membership meeting held on December 13, 2012. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, Sun Ketch II Condominium, Inc. has caused this Certificate to be executed in its name on <u>December 13</u>, 2013. Witness Sun Kerch II Condominium, Inc. Witness (name, typed or printed) President Witness By: (name, typed or printed) Signatur Witness Signature (name, typed or printed) Secretary STATE OF FLORIDA COUNTY OF TIME 19 Sworn to or affirmed and signed before me on , 2013 by Bob Shia Pfr person making statement). PETER J. BARTH Personally Known MY COMMISSION # EE 092211 Produced Identification EXPIRES: September 10, 2015

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF SUN KETCH II CONDOMINIUM, INC.

ARTICLE X AMENDMENT OF DECLARATION

(A) Save and except for expressed provisions providing for a different percentage for approval of amendments, this Declaration may be amended by the affirmative vote of at least a majority of not less than fifty- percent (50%) of the unit owners who are present in person or by proxy at meeting duly called for such purpose pursuant to the By-Laws of the Association; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission of this Declaration of Condominium or in any other documentation required by law to establish the Condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of a majority of the Voting Interest present or represented by written proxy in accordance with the By-Laws of the Association, and recorded among the Public Records of Pinellas County, Florida; provided, however, that the property rights of the Unit Owners are not materially or adversely affected by such amendment unless the affected Unit Owners consent in writing. This latter method of amendment shall not restrict the powers of the Association to otherwise amend this Declaration or other condominium documents but authorizes a simple process of amendment for the purpose of curing defects, errors, or omissions, when property rights of Condominium Unit Owners are not materially or adversely affected.

*** All other sections of Article X remain in full force and effect.

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2013029181 01/25/2013 at 08:21 AM OFF REC BK: 17866 PG: 187-188 DocType:CTF RECORDING: \$18.50

PETER J. BARTH

MY COMMISSION # EE 092211
EXPIRES: September 10, 2015
Bonded Thru Notary Public Underwriters

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
SUN KETCH II CONDOMINIUM, INC.,
A CONDOMINIUM.

Personally Known

Produced Identification

Type of Identification Produced

The undersigned officers of Sun Ketch II Condominium, Inc., the corporation in charge of the operation and control of Sun Ketch II Condominium, Inc., a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 6541, Page 1815 et seq., of the Public Records of Pinellas County, Florida, hereby certify that the following attached amendment to the Declaration of Condominium was proposed and approved by a vote of two-thirds of the unit owners present at a membership meeting held on December 13, 2013. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, Sun Ketch II Condominium, Inc. has caused this Certificate to be executed in its name on December 13, , 2012 Witness SynKetch II Candominium, Inc. (name, typed or printed) Signature Witness (name, typed or printed) President Witness ATTEST: (name, typed or printed Signatur Witness Signature (name, typed or printed) Secretary STATE OF FLORIDA COUNTY OF PINCHES Sworn to or affirmed and signed before me on Jen - 16 , 2013, by Bob Schia FFO person making statement). (Signature of Notary Public- State of Florida) (Print, Type, or Stamp Commissioned Name of Notary Public)

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF SUN KETCH II CONDOMINIUM, INC.

ARTICLE XVII Remedies in Event of Default Section G

(G) In addition to all other remedies listed herein, an Owner shall be responsible for reimbursing the Association for all costs, including attorney's fees, incurred by the Association at any time, including for non-litigation and pre-litigation attorney's fees, as a result of: (1) the Owner's failure to maintain his/her unit pursuant to the standards set forth in this Declaration, (2) the Owner or his/her lessee, agent, contractor or guest causing damage or loss to any common element but only to the extent that the damage or loss is not covered and reimbursed by insurance, and (3) the Association seeking to gain compliance from the Owner with Chapter 718, F.S. or the Association's governing documents due to the Owner's failure to comply with the restrictions contained within this Declaration, the Rules & Regulations of the Association, its Bylaws and Articles of Incorporation. The Association shall have a continuing lien on each condominium parcel to secure the payment of any amount imposed on an Owner as provided for herein.

*** All other sections of Article XVII remain in full force and effect.