

CONDOMINIUM DOCUMENTS
FOR
SUN KETCH II, A CONDOMINIUM

305/1614-517A
04/22/87-4

SUMMARY

1. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. The location in the disclosure material where this right to control is described in detail may be found at Page v.

2. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. The location in the disclosure material where the restriction, limitation, or control on the sale, lease, or transfer of Units is described in detail may be found on Page 14 of the Declaration of Condominium.

3. THIS CONDOMINIUM IS BEING SOLD AS A FEE SIMPLE INTEREST.

4. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

5. THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. THE LOCATION IN THE DISCLOSURE MATERIALS WHERE THE PHASING IS DESCRIBED MAY BE FOUND AT PAGE 2 OF THE DECLARATION OF CONDOMINIUM.

PROSPECTUS
FOR
SUN KETCH II, A CONDOMINIUM

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

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DESCRIPTION OF CONDOMINIUM

SUN KETCH II, A CONDOMINIUM is located at the corner of Second Street East and Capri Boulevard in Treasure Island, Florida. The Condominium will be developed in Phases and if all Phases are completed, it will contain a maximum of twenty-one (21) buildings with no more and no less than one hundred eleven (111) Units. Phase One will consist of five (5) buildings containing no more and no less than twenty-one (21) Units. Each building will contain a minimum of four (4) and a maximum of five (5) Units. There will be two (2) two bedroom, one bath Units containing approximately 946 square feet, eleven (11) two bedroom, two bath Units containing approximately 1069 square feet and eight (8) three bedroom, two bath Units containing approximately 1128 square feet. These Unit sizes will not vary. All site improvements for the Condominium, including streets, utilities and the unheated swimming pool will be constructed in conjunction with Phase One.

Phase Two, if constructed, will consist of six (6) buildings containing no more and no less than thirty-two (32) Units. Each building will contain a minimum of four (4) and a maximum of six (6) Units. Current plans call for there to be two (2) two bedroom, one bath units containing approximately 946 square feet, eighteen (18) two bedroom, two bath Units containing approximately 1069 square feet and twelve (12) three bedroom, two bath Units containing approximately 1128 square feet.

Phase Three, if constructed, will consist of five (5) buildings containing no more and no less than thirty (30) Units. Each building will contain six (6) Units. Current plans call for there to be four (4) two bedroom, one bath Units containing approximately 946 square feet, sixteen (16) two bedroom, two bath Units containing approximately 1069 square feet and ten (10) three bedroom, two bath Units containing approximately 1128 square feet.

Phase Four, if constructed, will consist of five (5) buildings containing no more and no less than twenty-eight (28) Units. Each building will contain a minimum of five (5) and a maximum of six (6) Units. Current plans call for there to be three (3) two bedroom, one bath Units containing approximately 946 square feet, nineteen (19) two bedroom, one bath Units containing approximately 1069 square feet and six (6) three bedroom, two bath Units containing approximately 1128 square feet.

The residential buildings and Units in Phases Two, Three and Four will not be substantially different from those in Phase One, however, DEVELOPER reserves the right to vary the number of each of the three (3) types of Units from that set forth above so as to be able to supply prospective purchasers with a greater number of the most popular models and to make other modifications to the Units as set forth in the Declaration. However, if such changes are made, the Units will have a minimum of one (1) and a maximum of three (3) bedrooms, a minimum of one (1) and a maximum of two (2) bathrooms and a minimum of approximately eight hundred (800) and a maximum of approximately twelve hundred (1200) square feet. In each Phase, purchasers of the two bedroom, one bath Units and the three bedroom, two bath Units will have the option of having one of the bedrooms constructed as a den. The square footage of the Units as set forth above refers to the living level of the Units, which includes the living area, storage space, balcony and landing.

A copy of the plot plan and the survey of the Condominium is identified as Exhibit "B" and is located on page 21. A copy of the floor plan of each Unit is identified as Exhibit "B-3" and is located on page 26. The estimated latest date of completion of construction, finishing and equipping of Phase One of the Condominium project is seven (7) years from the date of recording the Declaration of Condominium. The estimated latest date of completion of construction, finishing and equipping of Phase Two of the Condominium project is seven (7) years from the date of recording the Declaration of Condominium. The estimated latest date of completion of construction, finishing and equipping of Phase Three of the Condominium project is seven (7) years from the date of recording the Declaration of Condominium. The estimated latest date of completion of construction, finishing and equipping of Phase Four of the Condominium project is seven (7) years from the date of recording the Declaration of Condominium. The maximum number of Units that will use facilities in common with the Condominium is one hundred eleven (111) Units. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS A FEE SIMPLE INTEREST.

The Condominium will have one (1) eight hundred (800) square foot unheated swimming pool with a bath house, storage room and covered deck. There will be no other recreational facilities.

LEASING PLAN

So long as the DEVELOPER owns any Units, it may rent them until such time as they are sold. The individual owners may lease their Units in accordance with the provisions of the Declaration of Condominium.

Units may be sold by the DEVELOPER subject to all of the terms of any leases executed by the DEVELOPER. The number of Units that may be involved is presently unknown.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

ARRANGEMENTS FOR THE MANAGEMENT OF THE ASSOCIATION

There is no contract for the management of the Condominium property. The Association will provide all management and maintenance services. However, the Association has the power to enter into contracts for the management and maintenance of the Condominium and reserves the right to enter into such contracts if it deems it advisable to do so.

REFERENCES TO CONTROL

Ultimately, all Condominium Property shall be controlled by the Condominium Association. When Unit Owners other than the DEVELOPER own fifteen per cent (15%) or more of the Units, then the 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 Directors of the Association. Unit Owners other than the DEVELOPER shall be entitled to elect not less than a majority of the members of the Board of Directors upon the occurrence of the earlier of the following dates:

- (1) Three years after fifty percent (50%) of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or
- (2) One hundred twenty days after seventy-five percent (75%) of the Units that will be ultimately operated by the Association have been conveyed to purchasers; or
- (3) Three months after ninety percent (90%) of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or
- (4) The date on which all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business; or
- (5) The date on which some of the Units of the Condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the DEVELOPER in the ordinary course of business; or
- (6) Five years following the first conveyance of a Unit to a purchaser.

The DEVELOPER shall be entitled to elect at least one member of the Board of Directors of the Association, so long as the DEVELOPER holds for sale during the ordinary course of business, five percent (5%) of the one hundred eleven (111) Units in the Condominium.

SUMMARY OF RESTRICTIONS

No Unit shall be used for any purpose other than as a single family residence or dwelling, except that the Units may be leased in accordance with the provisions of the Declaration of Condominium. The location in the disclosure material where reference to leasing may be found is at Page 14. No business or professional enterprise or operation of any type shall be operated in these Condominium Units. The lower level of any Unit (i.e. garage and surrounding area) shall not be converted into or used for living space.

In addition to this restriction, there are several restrictions relating to the Owner's responsibility to keep and maintain his or her individual Unit in good repair and condition. There are restrictions relating to pets, to common hallways, balconies, and passages, to the hanging of clothing outside, to laundry, to window treatment, to garbage and trash and to noises. Children are permitted into Condominium Units. The Land is subject to a set of Restrictive Covenants recorded at O.R. Book 5362, Page 1255, of the Public Records of Pinellas County, Florida. This document concerns the permitting, construction and leasing of dock space on property adjacent to the Land. The Developer neither represents nor warrants that Unit Owners will have any rights to construct and/or lease such dock space.

Additionally, there are other restrictions in connection with these Units. The location in the disclosure material where reference to the restrictions may be found is at Page 28 in the Rules and Regulations.

UTILITY SERVICE

Electricity for the Condominium will be supplied by Florida Power Corporation. Sanitary sewer service and garbage service will be supplied by the City of Treasure Island, Florida. Water will be supplied by the Pinellas County Water System. The telephone service will be supplied by General Telephone Company of Florida. The Developer will construct drainage which will hook into the City of Treasure Island, Florida, storm water drainage system. Cable television service will be available through Group W Cable, Inc.

APPORTIONMENT OF COMMON OWNERSHIP

Upon completion of Phase One each owner shall own an undivided ownership in and to the Common Elements pertaining to the Condominium, as set forth in Exhibit "C" on page 27, which is attached to these documents. The fractional ownership of each Unit Owner in the Common Elements may vary as set forth on page 27 if the second, third and fourth Phase of this Condominium development is developed as anticipated. Apportionment of the Common Expenses and ownership of Common Elements are determined by percentage based upon dividing the number one by the total number of Units in the Condominium. Therefore, if Phases Two through Four are completed, each Units share in the Common Expenses and ownership of the Common Elements will be reduced as set forth in Exhibit "C."

ESTIMATED OPERATING BUDGET

An estimated operating budget for the Condominium and the Association is identified as Exhibits "G-1," "G-2," "G-3" and "G-4" and are found beginning at page 47.

ESTIMATED EXPENSES AT CLOSING

The DEVELOPER makes no charges whatsoever with respect to the closing of the sales of the Condominium Units to its purchasers. The closing costs for each sale will depend upon the total purchase price of the particular Unit involved. The costs of closing which are borne by each purchaser are as follows:

(a) State documentary stamps on the deed: \$.50 for each \$100 or fractional part thereof of the purchase price;

(b) State documentary stamp tax on the mortgage (if any): \$.15 on each \$100 or fractional part thereof of the principal amount of the mortgage note;

(c) Florida intangible personal property tax on the mortgage (if any): 2 mills on the dollar of the principal amount of the mortgage note;

(d) Recording fees for deeds and mortgages (if any): \$5.00 for the first page and \$4.00 for each succeeding page;

(e) Purchaser's prorata share of real estate taxes and Condominium assessments;

(f) Title Insurance: An owner's policy will be supplied to the Buyer by the DEVELOPER. The cost of a mortgagee policy if required, is the responsibility of the Buyer.

(g) Contribution to the Association's Operating Capital fund of \$200.00, which shall be approximately equal to two months estimated common area charge for each Unit.

WHO IS YOUR DEVELOPER

The DEVELOPER of SUN KETCH II, A CONDOMINIUM is Sunstyle Homes Corporation, a Florida corporation. Sunstyle Homes Corporation was formed in 1976 by Ralph W. Quartetti and R. J. Financial Corporation. It is a subsidiary of R.J. Financial Corporation, a publicly held company. Sunstyle's primary business is the location, acquisition and development of land on Florida's west coast. The developments in which it is involved are generally built for family and/or the retirement markets.

Since 1978, Sunstyle has closed on more than seven hundred and eleven (711) homes and three hundred and thirty (330) lots. In addition to the two SUN KETCH, CONDOMINIUMS, planned or under construction, Sunstyle is involved in five (5) major developments involving a total of eight hundred ninety eight (898) sites.

The chief operating officer of Sunstyle Homes Corporation is Mr. Ralph Quartetti. Mr. Quartetti has been in the construction, home building and real property development business since 1964. He has been involved in the construction and sale of over five thousand (5,000) homes in three states for various national and regional firms. In addition, he has extensive knowledge and experience in the development, construction and sale of condominiums.

87181494

01 Cash	11	Chg	
40 Rec	217.50		
45	103.00		
43 Int	49.00		
Tot	371.50		

DECLARATION OF CONDOMINIUM
OF
SUN KETCH II, A CONDOMINIUM

Karlton F. DeBlaker
 DEPARTMENT OF REVENUE
 PINELLAS COUNTY, FLORIDA
 JUL 17 12 34 PM '87

THIS DECLARATION OF CONDOMINIUM made this 24th day of JUNE, 1987, by Sunstyle Homes Corporation, a Florida corporation, having a principal place of business in Pinellas County, Florida (hereinafter referred to as "DEVELOPER"), for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS, the DEVELOPER is the owner in fee simple of certain real property situate, lying and being in Pinellas County, Florida, as more particularly described in Exhibits "A-1," "A-2," and "A-3," attached hereto and made a part hereof (said real property hereinafter referred to as the "Land"); and

WHEREAS, the DEVELOPER contemplates erecting upon portions of the Land from time to time multi-unit residential buildings, housing up to but not exceeding one hundred eleven (111) Condominium Units and related facilities in phases pursuant to the provisions set forth in Section 718.403, Florida Statutes. A copy of the plot plan and preliminary phase division being attached hereto as Exhibit "B"; and

WHEREAS, the DEVELOPER from time to time desires to submit portions of the Land together with improvements constructed thereon to Condominium Ownership, pursuant to Chapter 718, Florida Statutes, known as the Condominium Act.

NOW, THEREFORE, DEVELOPER makes the following declarations:

ARTICLE I
Name

The name by which this Condominium is to be identified is SUN KETCH II, A CONDOMINIUM.

ARTICLE II
Definitions

For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of SUN KETCH II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to wit:

- (A) Assessments: A share of the funds required for the payment of Common Expenses which, from time to time is assessed against the Unit Owner.
- (B) Association: The corporate entity known as SUN KETCH II CONDOMINIUM ASSOCIATION, INC., responsible for the operation of the Condominium.
- (C) Association Property: That property, real and personal, in which title or ownership is vested in the Association for the use and benefit of the Members.
- (D) Board of Administration: The Board of Directors or any other representative body responsible for the administration of the Association.
- (E) By-Laws: The By-Laws of the Association existing from time to time.
- (F) Common Elements: That portion of the property submitted to condominium ownership not included in the Units.
- (G) Common Expenses: All expenses and assessments properly incurred by the Association for the Condominium.

This Instrument Was Prepared By
 And Return to Patrick G. Emmanuel of
 TAUB AND WILLIAMS
 100 S. Ashley Dr., Suite 2100
 P.O. Box 3430, Tampa, FL 33601

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 96 PAGES 75-83

(H) Common Surplus: The excess of all receipts of the Association, collected on behalf of the Condominium including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(I) Condominium: That form of ownership of real property created pursuant to the provisions of Chapter 718, Florida Statutes, known as the "Condominium Act," and which is comprised of Units that may be owned by one or more persons, and there is, appurtenant to each Unit, an undivided share in the Common Elements.

(J) Condominium Parcel: A Unit, together with any Limited Common Elements appurtenant thereto and the undivided share in the Common Elements which is appurtenant to the Unit.

(K) Condominium Property: The lands, leaseholds and personal property that are subjected to Condominium Ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(L) Declaration or Declaration of Condominium: The instrument or instruments by which the Condominium is created, as they are from time to time amended.

(M) Institutional Mortgagee: A bank, federal savings and loan association, state savings and loan association, institutional investor, mortgage banker, insurance company, real estate investment trust, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, and/or Veterans Administration, holding, guaranteeing, or insuring a mortgage on one or more of the Condominium Parcels.

(N) Limited Common Elements: Those Common Elements which are reserved for the use of certain Condominium Units to the exclusion of all others as are specifically set out herein.

(O) Member: An owner of a Condominium Parcel who is a member of SUN KETCH II CONDOMINIUM ASSOCIATION, INC.

(P) Special Assessment: Any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

(Q) Unit: That part of the Condominium Property which is subject to exclusive ownership. A Unit may be an improvement, land, or lands and improvements together, as specified in this Declaration.

(R) Unit Owner or Owner of Unit: The owner of a Condominium Parcel.

(S) Voting Certificate: A document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of the condominium Unit owned by more than one owner or by any entity.

(T) Voting Interest: The voting rights distributed to the Members pursuant to Article IX of the Declaration.

ARTICLE III
Property Submitted To Condominium
Form of Ownership

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND
UNITS MAY BE ADDED TO THIS CONDOMINIUM.

(A) Phase One: The following property is hereby submitted to the Condominium Ownership: that certain property situate, lying and being in Pinellas County, Florida, as more particularly set forth and designated as Phase One in Exhibit "A-1" attached hereto and made a part hereof, which lands are hereinafter referred to as "Phase One," together with all improvements erected or installed thereon and that certain property in Pinellas County, Florida as more particularly set forth and designated as the Common Area Roadway in Exhibit "A-3," together with all improvements erected or installed thereon; provided, however, the Developer hereby reserves for itself, and its successors, assigns, grantees and licensees a perpetual non-exclusive easement over, under, across and through the Common Area Roadway for the purposes of ingress and

gress to the land described as Phases One, Two, Three and Four in Exhibits "A-1" and "A-2," to which land this easement is appurtenant and with which land this easement shall run. Phase One shall consist of five (5) buildings containing no more and no less than twenty-one (21) Units as set forth in the plot plan attached hereto as Exhibit "B," the site plan attached hereto as Exhibit "B-1," the building plan attached hereto as Exhibit "B-2" and the floor plan attached hereto as Exhibit "B-3." Each building will contain a minimum of four (4) and a maximum of five (5) Units. There will be two (2) two bedroom, one bath Units containing approximately 946 square feet, eleven (11) two bedroom, two bath Units containing approximately 1069 square feet and eight (8) three bedroom, two bath Units containing approximately 1128 square feet. Each Unit will also have a one car garage. Purchasers of the two bedroom, one bath Units and the three bedroom, two bath Units will have the option to have one of the bedrooms constructed as a den, otherwise the number of rooms in each type of Unit is fixed. The square footage of each of the Units as set forth above refers to the living level of the Unit which includes the living area, storage space, balcony and landing. These Unit sizes will not vary. In conjunction with Phase One, all site improvements for the Condominium, including streets, utilities and recreation facilities will be constructed. These recreational facilities will consist of an eight hundred (800) square foot unheated swimming pool with a two thousand (2,000) square foot deck, twenty-four (24) chaise lounges and a bath house with a storage room. The swimming pool is approximately six (6) feet deep, at its deepest point, and can accommodate approximately twenty-five (25) individuals. The pool deck can accommodate approximately fifty (50) individuals. The site plan for the recreation area is set forth in Exhibit "B-1". Phase One must be completed within seven (7) years of the date of the recording of the Declaration.

(B) Phase Two: DEVELOPER, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to Condominium Ownership, by amendment to this Declaration, an additional phase which may be constructed on the real property described as Phase Two as more particularly set forth and designated in Exhibit "A-1" attached hereto and made a part hereof. Phase Two, if constructed, shall consist of six (6) buildings containing no more and no less than thirty-two (32) Units as set forth in the Plot Plan attached hereto as Exhibit "B" and made a part hereof. Each building will contain a minimum of four (4) and a maximum of six (6) Units. Current plans call for there to be two (2) two bedroom, one bath Units containing approximately 946 square feet, eighteen (18) two bedroom, two bath Units containing approximately 1069 square feet and twelve (12) three bedroom, two bath Units containing approximately 1128 square feet. Each Unit will also have a one car garage. In each Phase, purchasers of the two bedroom, one bath Units and the three bedroom, two bath Units will have the option of having one of the bedrooms constructed as a den. The square footage of the Units as set forth above refers to the living level of the Units, which includes the living area, storage space, balcony and landing. Phase Two will not be constructed if DEVELOPER determines that it is economically unfeasible to construct the phase. The residential buildings and Units in Phase Two will not be substantially different from those in Phase One, however DEVELOPER reserves the right to vary the number of each of the three (3) types of Units from that set forth above so as to be able to supply prospective purchasers with a greater number of the most popular model, and to make other modifications as set forth in this Declaration. However, if such changes are made, each Unit will have a minimum of one (1) and a maximum of three (3) bedrooms, a minimum of one (1) and a maximum of two (2) bathrooms and a minimum of approximately eight hundred (800) and a maximum of approximately twelve hundred (1200) square feet. Phase Two, if developed, must be completed within seven (7) years of the date of the recording of the Declaration.

(C) Phase Three: DEVELOPER, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to Condominium Ownership, by amendment to this Declaration, an additional phase which may be constructed on the real property described as Phase Three as more particularly set forth and designated in Exhibit "A-2" attached hereto and made a part hereof. Phase Three, if constructed, shall consist of five (5) buildings containing no more and no less than thirty (30) Units as set forth in the Plot Plan attached hereto as Exhibit "B" and made a part hereof. Each building will contain six (6) Units. Current plans call for there to be four (4) two bedroom, one bath Units containing approximately 946 square feet, sixteen (16) two bedroom, two bath Units containing approximately 1069 square feet and ten (10) three bedroom, two bath Units containing approximately 1128 square feet. Each Unit will also have a one car garage. In each Phase, purchasers of the two bedroom, one bath Units and the three bedroom, two bath Units will have the option of having one of the bedrooms constructed as a den. The square footage of the Units as set forth above refers to the living level of the Units, which includes the living area, storage space, balcony and landing. Phase Three will not be constructed if DEVELOPER determines that it is economically unfeasible to construct the phase. The residential buildings and Units in

Phase Three will not be substantially different from those in Phase One, however DEVELOPER reserves the right to vary the number of each of the three (3) types of Units from that set forth above so as to be able to supply prospective purchasers with a greater number of the most popular model, and to make other modifications as set forth in this Declaration. However, if such changes are made, the Units will have a minimum of one (1) and a maximum of three (3) bedrooms, a minimum of one (1) and a maximum of two (2) bathrooms and a minimum of approximately eight hundred (800) and a maximum of approximately twelve hundred (1200) square feet. Phase Three, if developed, must be completed within seven (7) years of the date of the recording of the Declaration.

(D) Phase Four: DEVELOPER, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to Condominium Ownership, by amendment to this Declaration, an additional phase which may be constructed on the real property described as Phase Four as more particularly set forth and designated in Exhibit "A-2" attached hereto and made a part hereof. Phase Four, if constructed, shall consist of five (5) buildings containing no more and no less than twenty-eight (28) Units as set forth in the Plot Plan attached hereto as Exhibit "B" and made a part hereof. Each building will contain a minimum of five (5) and a maximum of six (6) Units. Current plans call for there to be three (3) two bedroom, one bath Units containing approximately 946 square feet, nineteen (19) two bedroom, two bath Units containing approximately 1069 square feet and six (6) three bedroom, two bath Units containing approximately 1128 square feet. Each Unit will also have a one car garage. In each Phase, purchasers of the two bedroom, one bath Units and the three bedroom, two bath Units will have the option of having one of the bedrooms constructed as a den. The square footage of the Units as set forth above refers to the living level of the Units, which includes the living area, storage space, balcony and landing. Phase Four will not be constructed if DEVELOPER determines that it is economically unfeasible to construct the phase. The residential buildings and Units in Phase Four will not be substantially different from those in Phase One, however DEVELOPER reserves the right to vary the number of each of the three (3) types of Units from that set forth above so as to be able to supply prospective purchasers with a greater number of the most popular model, and to make other modifications as set forth in this Declaration. However, if such changes are made, the Units will have a minimum of one (1) and a maximum of three (3) bedrooms, a minimum of one (1) and a maximum of two (2) bathrooms and a minimum of approximately eight hundred (800) and a maximum of approximately twelve hundred (1200) square feet. Phase Four, if developed, must be completed within seven (7) years of the date of the recording of the Declaration. At DEVELOPER's election, Phase Four, and the real property set forth for Phase Four in Exhibit "A-2", may be used initially by the DEVELOPER as model Units, a sales office and temporary parking for sales of Units for both SUN KETCH I, A CONDOMINIUM and SUN KETCH II, A CONDOMINIUM.

(E) DEVELOPER hereby reserves the right to make non-material changes in the plot plan, floor plan and legal description of any Phase. In addition, the DEVELOPER reserves the right to make modifications to the Units as set forth in Article XIX hereof.

(F) There shall be no time share estates created with respect to the Units in any Phase of the Condominium.

(G) All taxes, assessments, mechanics liens and other charges affecting the property to be added to the Condominium pursuant to the above phasing plan shall be either paid or otherwise satisfactorily provided for by the DEVELOPER prior to that Phase being added to the Condominium. In addition, DEVELOPER may purchase, at its own expense, a liability insurance policy in an amount determined by the Veterans Administration to cover any liability to which Owners of previously sold Units might be exposed as a result of the Phasing. The policy shall be endorsed "as owner's interest might appear."

(H) Amendment of Declaration Adding Phases: Notwithstanding anything to the contrary contained herein or the provisions of Section 718.110, Florida Statutes, the DEVELOPER, pursuant to this Article III and Section 718.403, Florida Statutes, expressly reserves the right to amend this Declaration so as to submit to Condominium Ownership the additional phases set forth in this Article III, together with improvements thereon, as part of this Condominium without consent thereto by the Association or Unit Owners other than DEVELOPER.

The DEVELOPER may amend this Declaration as aforescribed by filing an Amendment (or Amendments) of Declaration among the public records of Pinellas County, Florida, which Amendment (or Amendments) shall describe and submit the land being submitted to Condominium Ownership and which Amendment (or Amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required

by Chapter 718 of the Florida Statutes. Such Amendment (or Amendments) need be executed or acknowledged only by DEVELOPER and all other persons having record title interest in the land being submitted to condominium ownership or their lawfully authorized agents, and need not be approved by the Association, Unit Owners, or lienors, or mortgagees of Units of the Condominium, whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim or permanent financing on the property of DEVELOPER being submitted to Condominium Ownership, then only in that event shall it be mandatory for the DEVELOPER to obtain a joinder from said recognized lending institution to the amendments provided for herein. However, the Condominium may not be merged with a successor Condominium regime without the prior approval of the Veterans Administration.

Nothing herein contained shall require the DEVELOPER to submit the additional phases to Condominium Ownership.

ARTICLE IV Identification of Each Unit

The Condominium Units and the Condominium Property submitted to Condominium Ownership as Phase One are set forth in the plot plan attached hereto and made a part hereof as Exhibit "B." Each Condominium Unit is described in said plot plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each Unit, as well as the Common Elements and the Limited Common Elements appurtenant thereto. Each Condominium Unit is identified by a number as shown on the plot plan attached hereto as Exhibit "B," and made a part hereof, so that no Unit bears the same designation as does any other Unit.

The Condominium Units on the property which may be submitted to Condominium Ownership as Phase Two, Phase Three and Phase Four are set forth in the plot plan attached hereto as Exhibit "B." Each Condominium Unit is described in said plot plan in such a manner that there can be determined therefrom the identification, location, dimensions and approximate size of each Unit. Each Condominium Unit of Phase Two, Phase Three and Phase Four is identified by a number and shown on the plot plan attached hereto as Exhibit "B," so that no Unit bears the same designation as does any other Unit. The Developer reserves the right to modify the plot plan as to Unit mix as set forth in Article III.

Each numbered Unit shall have as its boundary lines the interior, unpainted finished surfaces of the ceiling, floor and perimeter walls; provided, however, that the lower boundary of the garage shall be four (4) inches below the floor slab of the garage. All load-bearing walls located within a Unit constitute part of the Common Elements up to the unpainted finished surfaces of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of the Unit shall be part of the Unit up to the exterior unfinished surfaces thereof.

ARTICLE V Common Elements and Limited Common Elements

(A) Common Elements: Common Elements, as hereinabove defined, shall include within its meaning, in addition to the items as listed in Section 718.108, Florida Statutes, the following items:

1. An exclusive easement for the use of the air space occupied by the Condominium Unit as it exists in any particular time as the Unit may lawfully be allowed.
2. An undivided share in the Common Surplus;
3. Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities;
4. Easements for encroachments onto any Unit by the perimeter walls, ceilings and floors surrounding each Condominium Unit or the encroachment of any Unit onto another Unit or the Common Elements caused by the settlement or movement of the buildings or by minor inaccuracies in building or re-building which may now exist or hereinafter exist and, such easements shall continue until such encroachments no longer exists.

(B) Limited Common Elements: Limited Common Elements, as hereinabove defined, shall include within its meaning those Common Elements which are reserved for the use of certain Units to the exclusion of other Units and, for all purposes herein, shall be treated as Common Elements as to the Unit or Units for which they are reserved. The balcony, patio, exterior stairway entrance and driveway adjacent each Unit, as set forth in the plot plan attached hereto and made a part hereof as Exhibit "B," together with all electrical, mechanical and plumbing equipment and lines within and outside of each Unit, which services said Unit, and all doors including the garage door, window glass and window screening are Limited Common Elements appurtenant to those Units to which they abut, the use of which is restricted to the Units to which they are appurtenant.

(C) Amendments to the Common Elements and Limited Common Elements may be made as provided for in Section 718.110(5) and (6), Florida Statutes.

ARTICLE VI
Percentage of Ownership
Of Common Elements

The undivided interest in the Common Elements appurtenant to each Unit shall be as follows:

(A) Upon completion of Phase One and recordation of this Declaration, each Unit in Phase One shall have an undivided share in the ownership of the Common Elements as designated in Exhibit "C" and made a part hereof.

(B) If the DEVELOPER submits Phase Two, Phase Three and/or Phase Four to Condominium Ownership as provided for in Article III hereof, the undivided share in the ownership of the Common Elements appurtenant to each Unit shall be automatically adjusted to reflect the ownership interest of all Units submitted to Condominium Ownership. The adjusted percentage of the undivided share in the ownership of the Common Elements appurtenant to each Unit shall automatically take effect upon the recordation of the Amendment submitting the additional phase to Condominium Ownership pursuant to this Declaration, and upon recordation of such Amendments, the undivided interest in the Common Elements appurtenant to each Unit shall be designated in Exhibit "C" attached hereto and made a part hereof. The adjusted percentage of the undivided interest in the Common Elements appurtenant to each Unit shall be binding upon the Unit Owners and their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to Condominium Ownership pursuant to this Declaration.

(C) Each Unit shall have appurtenant thereto the same undivided interest in and to the Limited Common Elements as stated in paragraphs (A) and (B) of this Article, subject, however, to the exclusive right of the use of Limited Common Elements which are appurtenant to a particular Unit.

ARTICLE VII
Common Surplus

The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Article VI hereof as they relate to the undivided share in the ownership of the Common Elements and Limited Common Elements attributable to each Unit submitted to Condominium Ownership pursuant to this Declaration.

ARTICLE VIII
Restraint Upon Separation And
Partition of Common Elements

The undivided share in the Common Elements and Limited Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit whether or not separately described in this Declaration of Condominium or in any other instrument. The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The share in the Common Elements and Limited Common Elements appurtenant to the Units are undivided, and no action for partition of the Common Elements shall lie.

ARTICLE IX
Administration Of Condominium By Association

This Condominium shall be conducted by a corporation incorporated pursuant to Chapter 617, Florida Statutes. The name of the corporation to conduct the affairs of the Condominium shall be SUN KETCH II CONDOMINIUM ASSOCIATION, INC. The Articles of Incorporation of said corporation are attached hereto as Exhibit "E" and made a part hereof as if set out in full. The By-Laws of the said corporation are attached hereto as Exhibit "F" and made a part hereof as if set out in full. The Owner or Owners of each Unit shall automatically become members of the Association upon his, their or its acquisition of any ownership interest to such Unit and its appurtenant undivided interest in Common Elements and Limited Common Elements. The Owner or Owners collectively of each Unit shall have the right to cast one vote, either in person or by proxy, on such issues as specified in this Declaration, the Articles of Incorporation and By-Laws of the Association. Each such vote shall represent and be referred to as a "Voting Interest". Such membership of each Owner or Owners shall terminate automatically upon such Owner or Owners being divested of such ownership interest in such Unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled by virtue of such lien, mortgage or other encumbrance, to membership in the Association. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority to levy and collect Assessments in the manner hereafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units, Common Elements and Limited Common Elements, as the Board of Directors of the Association may deem to be in the best interest of the Condominium.

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 affirmative vote of two-thirds of the Condominium Unit Owners at a 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.

(B) However, no such amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportion of percentage by which the Owner of the Condominium Parcel shares the Common Expenses and owns the Common Surplus, unless the record owner thereof and all record owners of liens thereon, shall join in the execution of the amendment.

(C) No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provisions 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 the 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 Declaration. See provision _____ for present text." Provided, however, non-material errors in the amendment process shall not invalidate an otherwise properly promulgated amendment to this Declaration.

(D) If it shall appear that because of a scrivener's error, that a Unit has not been designated an appropriate share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in the Declaration, such that the total sum of the shares of Common Elements which have been distributed or the total sum of the shares of the Common Expenses or ownership of the Common Surplus fails to equal one hundred percent (100%) (or if it shall appear that, through such error, more than one hundred percent (100%) of the Common Elements or the Common Expenses or ownership of the Common Surplus shall have been distributed), such error may be corrected by the filing of an amendment to this Declaration approved by the Association, or a majority of the Unit Owners.

(E) If there is an omission or error in this Declaration or any other document required to establish this Condominium, which would effect the valid existence of the Condominium and which may not be corrected by the amendment procedures set forth in this Declaration or in Chapter 718, Florida Statutes, then one or more Unit Owners or the Association may petition the Circuit Court, in accordance with Section 718.110(10), Florida Statutes, to correct such error or omission.

(F) Notwithstanding anything contained herein, the DEVELOPER retains the right to amend this Declaration from time to time pursuant to the provisions set forth in Article III hereinabove for the purpose of submitting additional phases to Condominium Ownership pursuant to the terms of this Declaration, and to amend this Declaration, if required, in order to qualify the Condominium for approval by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association or any similar entity.

ARTICLE XI
Common Expenses, Assessments, Liabilities
Liens, Priority, Interest And Collection

(A) The Association, through its Board of Directors, shall have the power and the duty to make and collect Assessments, Special Assessments and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

(B) Common Expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, flood, windstorm and extended coverage insurance on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements to the Condominium Property, charges for utility and water used in and for the benefit of the Condominium, cleaning and janitorial services for the Common Elements and Limited Common Elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the Members or others, and the creation of reasonable contingency or reserve requirements for the protection of the Members and the Condominium Property (i.e., reserve for replacements, operating reserve, deficiency in collections), and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

(C) The Association shall estimate from time to time the amount of Common Expenses it expects to incur in the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by the Unit Owners in the proportions or shares set forth in Article VI hereof. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

(D) Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional Assessments to meet such needs of the Association. The specific purpose or purposes of any such Special Assessment shall be set forth in a written notice of such Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

(E) All notices of Assessments from the Association to the Unit Owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the maximum annual percentage rate allowed by law.

(F) The Association shall have a lien on each Condominium Unit for any unpaid Assessment and interest thereon against the Unit Owners of each Condominium Unit as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent Unit Owner agrees to pay reasonable attorney's fees sustained by the Association incident to the collection of such unpaid Assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorney's fees. Said lien shall be effective from and after its recording in accordance with the provisions of the Condominium Act, and shall otherwise be enforceable as provided in the Condominium Act. The lien shall be deemed to be prior to and superior to the creation of any homestead status and every purchaser of a Condominium Unit interest hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an Institutional Mortgagee.

(G) The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the Assessments are made. Further, liability for Assessments shall not be reduced by virtue of the fact that a Unit has not been used or occupied.

(H) Except as provided in (I) below, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

(I) If the holder of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been named a defendant junior lienholder or as a result of deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of the Common Expenses or Assessments attributable to the Condominium Parcel so acquired or chargeable to the former Unit Owner of the acquired Parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. Any such sale or transfer pursuant to foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred, from the lien of any Common Expense charges thereafter becoming due. The unpaid share of the Common Expenses or Assessments shall be Common Expenses collectible from all the Unit Owners, including such acquirer, his successor and assigns.

(J) Within fifteen (15) days after request by a Unit Owner or Unit Mortgagee, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

ARTICLE XII Maintenance

(A) The Owner of each Unit, at his own expense, shall have the responsibility to maintain, repair and replace all portions of the Unit, including the garage and garage floor, contained within the perimeter boundary of the Unit as described in this Declaration; all portions of the Limited Common Elements appurtenant to the Unit; all electrical and mechanical equipment within and outside of said Unit which service said Unit, including attached exterior lighting, telephone lines and equipment, cable television equipment and hook-ups, all air conditioning and heating equipment; all water, plumbing and sewer equipment and lines exclusively serving the Unit, including the line up to the sewer clean out and the water line through the exterior wall; and all doors, including the garage door, and all window glass and window screening. Due to soil conditions, the garage floor slab may be subject to cracking and/or separation from surrounding walls. Such cracking and/or separation is not an indication of a defect in the structure. The maintenance and repair of the garage floor shall be the sole responsibility of each Unit Owner. The Owner of each Unit shall not paint, decorate, or otherwise change the

appearance, or any portion of the appearance, of the exterior of the Unit. The Owner of each Unit shall have the responsibility to properly report to the Association any defect, or need for repair or maintenance, for which the Association is responsible. If the Unit Owner fails to properly maintain any of the above items such that it detrimentally affects the appearance or operation of the Condominium, the Common Elements, the Limited Common Elements or any other Unit, the Association has the right to repair and/or maintain the item and charge the Unit Owner for any expense incurred; provided, however, the Association shall only have the right of access to a Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. The Association shall have a lien on the Unit for any such unpaid charge and interest thereon at the maximum annual percentage rate allowed by law, as well as the right to levy fines and to seek damages and injunctive relief for such violations. In the event such lien is asserted or claimed, the delinquent Unit Owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid charge or the enforcement of such lien and said lien shall also secure the payment of such attorneys' fees. Such lien shall be effective from and after its recording. The lien shall be deemed to be prior to and superior to the creation of any homestead status and every purchaser of a Condominium Unit interest hereby covenants to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an Institutional Mortgage. The aforementioned lien is in addition to the lien rights granted to the Association under Section 718.116, Florida Statutes.

(B) The Association shall maintain, repair and replace the Common Elements and the Limited Common Elements (except Common Elements or Limited Common Elements to be maintained by Unit Owners as provided in subparagraph (A) of this Article). The Association shall also maintain, repair and replace at the Association's own expense all portions of the Units (except interior wall surfaces, exterior air conditioning, compressors and equipment, window glass and all portions of the Units or the Common Elements or Limited Common Elements to be maintained by Unit Owners as provided in subparagraph (A) of this Article) contributing to the support of the building, which portion shall include, but not be limited to, the outside walls of the building, and load bearing columns, the roof and its trusses, and all conduits, ducts, plumbing, wiring and other facilities for furnishing of utilities services which are contained in the portions of the Unit contributing to the support of the building, or within interior boundary walls and also such facilities contained within a Unit which service part or parts of the Condominium other than the Unit in which it is contained.

(C) No Condominium Unit Owner shall make any alterations in or improvements to a Unit or the Limited Common Elements or Common Elements without first obtaining approval from the Board of Directors of the Association.

(D) The Association shall have the right to enter upon any Unit and its associated Limited Common Elements to make emergency repairs and a reasonable right of entry thereupon to effect other repairs and to do other work reasonably necessary for the proper inspection, maintenance and operation of the Condominium Property. The Association shall have the right to grant permits, licenses and easements over, under, across and through the Common Elements and Limited Common Elements for ingress and egress, utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

(E) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those Limited Common Elements which the Association is obligated to maintain. This fund shall be maintained out of regular Assessments for Common Expenses. An Operating Capital Fund shall be established for the initial months of the Condominium Property operation, equal to at least two months estimated Common Expense charge for each Unit. Each Unit's share of the Operating Capital Fund shall be collected and transferred to the Association at the time of closing of the initial sale of such Unit and shall be maintained in a segregated account for the use and benefit of the Association. The purpose of the fund shall be to provide the Board of Directors of the Association with cash to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into said fund shall not be considered as advance payments of regular Assessments.

ARTICLE XIII
Delegation of Authority

The Association, by and through its Board of Directors, is hereby vested with power to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its power 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 that 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 regulations and execution of contracts on behalf of the Association.

ARTICLE XIV
Personal Liability And
Separate Insurance Coverage

The Owner of each Unit may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such Owner, and may, at his own expense and option, obtain insurance coverages against personal liability for injury to the person or property of another within such Owner's Unit, or upon the Common Elements, or Limited Common Elements. Pursuant to Section 718.111(11), Florida Statutes, insurance coverage for floor coverings, wall coverings and ceiling coverings shall be the Unit Owner's responsibility. Any such policies issued to a Unit Owner shall provide that the coverage afforded by such policies is excess over any amount recoverable under any other policy covering the same property without rights of subrogation against the Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Elements) belonging to or carried on the person of the Owner of each Unit, or which may be stored in any Unit, or in, to or upon Common Elements or Limited Common Elements shall be borne by the Owner of each such Unit. All furniture, furnishings and personal property constituting a portion of the Common Elements and held for the joint use and benefit of all Owners of all Units shall be covered by such insurance as shall be maintained in force and effect by the Association as hereafter provided. The Owner of each Unit shall have no personal liability for any damage caused by the Association or in connection with the use of the Common Elements or the Limited Common Elements. The Owner of a Unit 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 shall be liable for an accident occurring within the house.

ARTICLE XV
Insurance Carried by Association

(A) The Association shall maintain in full force and effect and pay the premiums for the following insurance coverage:

(1) Casualty insurance covering all the Units, the Association Property, Common Elements, and Limited Common Elements (exclusive of excavation and foundation costs), including fixtures and building service equipment to the extent they are part of the Common Elements. In addition, any fixtures, equipment or other property within a Unit which is to be financed by a mortgage to be purchased by Federal National Mortgage Association (regardless of whether or not such property is part of the Common Elements or Limited Common Elements), shall be covered by said policy. Said insurance coverage shall afford protection against (i) loss or damage by fire or other perils normally covered by the standard extended coverage endorsement; and (ii) all other perils which are customarily covered with respect to projects of similar construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available; and (iii) such other insurance coverage as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interest of the Association, and the owners therein. The policies shall be in an amount equal to 100% of the current replacement costs of the property covered. The policies shall provide for the following: recognition of any insurance trust agreement; waiver of the right of subrogation against any Unit Owners individually; the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in control of such Owners

collectively; the policy is primary in the event the Unit Owner has other insurance covering the same loss. Agreed amount and inflation guard endorsement is required, if available. Construction code endorsements (such as a demolition cost endorsement, a contingent liability from operation of building laws endorsement, and an increased cost of construction endorsement) shall be required if the Condominium Property is subject to a construction code provision which would become operative and require changes to undamaged portions of the buildings, thereby imposing significant costs in the event of partial destruction of the project by an insured peril.

(2) Steam boiler coverage, if applicable, is required for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location or such greater amount as deemed prudent based on the nature of the property.

(3) If the Condominium Property is located within an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay, as a Common Expense, the premiums on a flood insurance policy on the buildings and any other property covered by the required form of policy (herein "insurable property"), in an amount deemed appropriate by the Board of Directors, but not less than the following: the lesser of (i) the maximum coverage available under the NFIP for all buildings and other insurable property within the designated flood hazard area; or (ii) 100% of the "current replacement cost" of all such buildings and other insurable property. Such policy shall be in a form which meets the criteria set forth in the most current Guideline on the subject issued by the Federal Insurance Administrator.

(4) Comprehensive general liability insurance covering all the common areas, public ways and commercial spaces owned by the Association, whether or not they are leased to some third party. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. However, such coverage shall be for at least Five Million Dollars (\$5,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability for the insured's property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies shall provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

(5) Worker's compensation insurance to meet the requirements of law;

(6) Such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Owners of all of the Units.

(B) All insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all Unit Owners and their mortgagees as their interests may appear. The cost of obtaining the insurance coverage authorized above is declared to be a Common Expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof. All policies of casualty insurance covering the Condominium Property shall provide for the insurance proceeds covering any loss to be payable to an Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such trustee. The insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all Owners of all Units and their respective mortgagees, as their interests may appear. Evidence of insurance shall be issued to each Unit Owner and mortgagee upon request. All insurance policies shall contain the standard mortgage clause or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the area in which the Condominium Property is located, and which appropriately names Federal National Mortgage Association or Federal National Mortgage Association's servicer in the policy if Federal National Mortgage Association is a holder of one or more of the first mortgages on Units within the Condominium Project. If a servicer is named as mortgagee in the mortgage clause, the servicer's name shall be followed by the phrase "its successors and assigns." The Association shall not accept any policy where, (i) under the terms of the insurance carrier's charter, by-laws or policy, contributions or assessments may be made against the Association, borrowers, Federal National Mortgage Association, or the designee of

Federal National Mortgage Association; or (ii) by the terms of the insurance carrier's charter, by-laws or policy, loss payments are contingent upon action by the insurance carrier's Board of Directors, policy holders or members; or (iii) the policy includes a limiting clause (other than insurance conditions) which could prevent Federal National Mortgage Association or the borrowers collecting the insurance proceeds. The policies shall provide that they may not be cancelled or substantially modified without at least ten days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

The Association is hereby declared to be appointed as attorney-in-fact for all the owners of all the Units for the purpose of purchasing and maintaining insurance, including, but not limited to, the following: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and the execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accommodate such purpose. The company or companies with which any insurance may be placed, shall be selected by the Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Association.

The Association shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold or properly dispose of the same in trust for the purposes herein stated, and for the benefit of the Association and the Owners of all of the Units, and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be distributed and paid by the Insurance Trustee as hereinafter provided. The Insurance Trustee shall be liable only for its willful misconduct, bad faith, or gross negligence, and then for only such money which comes into the possession of the said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners of Units and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, and which certificate shall be provided to said Insurance Trustee upon request of said Insurance Trustee made to the Association, such certificate to certify the name or names of the Owners of each Unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering such Unit, and the respective percentages of any distribution which may be required to be made to the Owner or Owners of any Unit or Units, and his or their respective mortgagee or mortgagees, as their respective interests may appear. When insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a Unit or Units shall not have the right to determine or participate in the determination of repair or replacement of any loss or damages, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the Owner or Owners of a Unit or Units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to Owner or Owners of any Unit or Units and their respective mortgagee or mortgagees by reason of loss or damage to a part of the Common Elements and as to which a determination is made not to repair, replace or restore such Common Elements. The Association, as a Common Expense, may pay, if required, a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder.

Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors of the Association shall obtain reliable and detailed estimates of the costs necessary to repair and replace the damage to the Property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of the Unit Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors of the Association shall promptly, upon determination of a deficiency, levy a Special Assessment against all Unit Owners for that portion of the deficiency related to Common Elements and Limited Common Elements in accordance with the percentages set forth in Article VI of this Declaration and against the individual Unit

Owners for that portion of the deficiency related to any individual damaged Units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged Units, the Board of Directors shall levy the Special Assessment for the total deficiency against each of the Unit Owners according to the percentages set forth in Article VI hereof.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the Unit Owners fail to elect to rebuild or repair as provided below, the Insurance Trustee shall disburse the net insurance proceeds and the funds collected by the Board of Directors from the Assessment hereinabove set forth to repair and replace any damage or destruction of Property and shall pay any balance remaining to the Unit Owners and their mortgagees as their interests may appear in accordance with their percentage of ownership of the Common Elements. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided, shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder, are performed or accomplished, and the said duty shall be that of the Association's.

As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean that two-thirds (2/3) or more of all Units are to have been rendered untenable by casualty loss or damage. Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property, the damage or loss shall not be reconstructed or repaired unless a majority of all the Unit Owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. In the event that reconstruction and repair shall not be approved as aforesaid, the Insurance Trustee is authorized to pay the proceeds of the insurance to the Unit Owners and their mortgagees as their interest may appear in accordance with their percentage of ownership of the Common Elements, and the Condominium Property shall be removed from the provisions of the Condominium Act, as hereinafter provided. The determination not to reconstruct or repair after casualty shall be evidenced by a certificate, signed by one (1) of the officers of the Association, under oath, stating that the said sixty (60) day period has elapsed and the Association has not received the necessary writings from a majority of the Unit Owners.

ARTICLE XVI Lease Restrictions

Units may not be leased more frequently than six (6) times per year or as otherwise set by ordinance by the City of Treasure Island, Florida; provided, however, that no lease shall be for a period shorter than thirty (30) days. } All leases shall be in writing and subject to the terms of this Declaration and the By-Laws. (The Association does not retain the right to review or approve lessees, as long as the leases meet the above guidelines. The Association will not charge any fee for the Unit Owner exercising its rights to lease a Unit.)

If the Association holds title to any Unit or Units it may lease said Unit(s) upon any terms and conditions consistent with this Declaration and the By-Laws, including the charging of a reasonable rental rate and requiring reasonable security and/or damage deposits from any lessee.

ARTICLE XVII Remedies In Event Of Default

The Owner or Owners of each Unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its rules and regulations as any of the same are now constituted or as they may be adopted or amended from time to time. A default by the Owner or Owners of any Unit shall entitle the Association or the Owner or Owners of another Unit or Units to the following relief:

(A) Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association or its rules and regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, in which relief may be sought by the Association or, if appropriate, by any aggrieved Owner of a Unit.

(B) The Owner or Owners of each Unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(C) In any proceeding arising because of an alleged default by the Owner of a Unit, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorney's fees and paralegal fees as may be determined by the Court.

(D) The failure of the Association or of the Owner of a Unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or any of the above mentioned documents shall not constitute a waiver of the right of the Association or of the Owner of a Unit to enforce such right, provision, covenant or condition in the future.

(E) All rights, remedies and privileges granted to the Association or the Owner or Owners of a Unit pursuant to any terms, provisions, covenants and conditions of this Declaration or any of the above mentioned documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

(F) The failure of the DEVELOPER to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration or any of the other above mentioned documents shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

ARTICLE XVIII Termination

All of the Unit Owners in fee simple, and all of the Owners of leasehold estates having their original term of ten (10) years or more, may remove the Condominium Property from the provisions of this Declaration of Condominium and from the provisions of Chapter 718, Florida Statutes, by an instrument to that effect duly recorded, provided, further, that all the holders of all mortgage liens affecting any of the Condominium Parcels must consent thereto and agree by joining in the instrument duly recorded that their liens shall thereupon be transferred to the percentage of the undivided interest of the Unit Owner in the Property as hereinafter provided. Upon removal of the Condominium Property from the provisions of this Declaration of Condominium and from the provisions of Chapter 718, Florida Statutes, the Condominium Property shall be deemed to be owned in common by the Unit Owners. Unless otherwise provided in this Declaration, the undivided interest in the property owned in common by each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements.

ARTICLE XIX Developer's Units And Privileges

Notwithstanding anything herein to the contrary, the DEVELOPER is irrevocably empowered to sell, lease or rent Units to any person approved by it. The DEVELOPER reserves the right to make changes to the interior of any unsold Unit, or to change the size of the Unit, including additions to or reductions in the number of bedrooms and baths contained in a Unit, to vary the location of entrances and stairwells, to increase the number of living levels in a Unit from one to two, or to make other changes provided that such changes do not modify the Unit's share of the Common Elements, Limited Common Elements or Common Expenses. The DEVELOPER shall have the right to transact on the Condominium Property any business necessary to consummate the sale or rental of Units, including, but not limited to, the right to maintain Condominium models, have signs, employees in the office, use the Common Elements and show Units. A sales or rental office, signs, and all items pertaining to sales or rentals, shall not be considered Common Elements and shall remain the Property of the DEVELOPER. DEVELOPER reserves the right to use Phase Four for model Units and temporary parking for the sales of Units in

both SUN KETCH I, A CONDOMINIUM and SUN KETCH II, A CONDOMINIUM until all other Units in SUN KETCH I, A CONDOMINIUM and SUN KETCH II, A CONDOMINIUM are sold. At such time, or earlier if so desired by the DEVELOPER, the remaining Units in Phase Four will be offered for sale and constructed on the location of the temporary sales and parking facilities. In the event there are unsold Units, the DEVELOPER retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for the unrestricted right to sell, rent or lease as contained in this Article.

The DEVELOPER hereby guarantees to each Unit Owner that through December 31, 1987 the maximum Assessment for each Unit shall not exceed \$99.04 per month. In exchange for this guarantee, the DEVELOPER, during the guarantee period, shall be excused from the payment of a monthly Assessment on any Unit owned by the DEVELOPER.

During the period set forth above, the DEVELOPER shall pay any amount of the Common Expenses incurred during such period which are not satisfied by the Assessments receivable from the Unit Owners. No funds receivable from Unit purchases or Unit Owner payable to the Association or collected by the DEVELOPER on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided above in this Declaration and disclosed in the Estimated Operating Budget shall be owed for payment of Common Expenses prior to the expiration of the period during which the DEVELOPER is so excused. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit Purchasers at closing. Notwithstanding the foregoing, this Guaranty shall be effective until the earlier of the expiration of the time period set forth above or until such time as the Unit Owners other than the DEVELOPER are entitled to elect not less than a majority of the Members of the Board of Directors pursuant to Article X of the Articles of Incorporation of the Association.

Notwithstanding anything herein to the contrary, the DEVELOPER shall have the right to take all steps DEVELOPER may deem appropriate or necessary to complete construction of the improvements shown on Exhibit "B" attached hereto and made a part hereof, including the development of Phase One, Phase Two, Phase Three and Phase Four, and neither the Association nor any Unit Owner shall have any right in any manner to interfere with, hinder, or impede completion of construction of the improvements by the DEVELOPER or the sale or rental of Units by DEVELOPER, and the DEVELOPER is hereby expressly authorized to take all such action as DEVELOPER may deem appropriate to complete the construction of the improvements and the sale of Units by the DEVELOPER. This includes, but is not limited to, the right of access to and an easement over the Common Elements as well as the right to have construction and commercial vehicles and trucks located thereon.

The DEVELOPER shall have the right to exercise the vote appurtenant to Units owned by DEVELOPER in the same manner as other Unit Owners. For purposes of voting or approval of matters as provided for herein or in the Articles or By-Laws of the Association, the DEVELOPER shall be considered a separate Unit Owner for each Unit owned by it.

It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Association are owners of some or all of the stock of the DEVELOPER, and all such circumstances shall not and cannot be construed or considered as a breach of any duty or obligation to the Association by such persons.

ARTICLE XX Use Restrictions

The existing rules and regulations promulgated by the Association pursuant to the authority granted herein are attached hereto as Exhibit "D."

Said rules and regulations may be amended or modified from time to time by the Association as provided in the By-Laws and said rules and regulations need not be recorded as an amendment to this Declaration, but the same shall be construed and enforced as a provision of this Declaration.

Subject to the rules and regulations referred to above and the rights reserved by the DEVELOPER, the Condominium Property shall be used only for single-family residential purposes. No business or professional enterprise or operation of any type shall be operated in the Condominium Units. The lower level of any Unit (i.e. garage and surrounding area) shall not be converted into or used for living space.

ARTICLE XXI
General Provisions

(A) Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or of the By-Laws of the Association shall not affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain in full force and effect.

(B) All provisions of this Declaration shall be construed to be covenants running with the Land and with every part thereof and interest therein, and every Unit Owner or claimant of the Land or any part thereof or interest therein, and his heirs, executors, successors, administrators, personal representatives and assigns shall be bound by all of the provisions of this Declaration.

(C) Unless by written approval of all holders of first mortgage liens affecting the fee simple title to any Condominium Parcel, such approval, however, not to be unreasonably withheld, the Association shall not purchase or acquire the lands or lease holds which would result in a substantial increase in the Common Expenses.

(D) 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 the same, to wit: Chapter 718, Florida Statutes, as of the date hereof.

IN WITNESS WHEREOF, the DEVELOPER has caused these presents to be signed in its name by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNSTYLE HOMES CORPORATION,
a Florida corporation

Arnold H. Bork
Phyllis A. Caron

By: [Signature]
RALPH W. QUARTETTI, President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Pinellas

I HEREBY CERTIFY, that on this 24th day of JUNE, 1987, before me personally appeared RALPH W. QUARTETTI, President of SUNSTYLE HOMES CORPORATION, a Florida corporation organized and existing under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing Declaration of Condominium of SUN KETCH II, A CONDOMINIUM, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein expressed, and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in Pinellas County, Florida, the day and year first above written.

Phyllis A. Caron
Notary Public
State of Florida At Large

My Commission Expires:

My Commission Expires 12/31/1991
Bonded By RFFCO, a member Company of America

SUN KETCH II, A CONDOMINIUM PROPOSED

A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

PHASE THREE

That portion of Block H, CAPRI ISLE BLOCKS C-D-E-F-I and A REPEAT OF BLOCKS H-G, as recorded in Plat Book 39, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100 foot right-of-way), being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwesterly along said curve and right-of-way, 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N.16°19'30"E., 83.36 feet to a curve concave Westerly, having a radius of 25.00 feet; thence Northerly along said curve, 33.85 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 480.60 feet to the POINT OF BEGINNING; thence S. 48°43'41" W., 108.06 feet to said Easterly right-of-way line of 2nd Street East, being a non-tangent curve concave Northwesterly, having a radius of 4500.00 feet; thence Northwesterly along said curve and right-of-way, 180.96 feet through a central angle of 02°18'15" (C.B. N. 37°58'03" W., 180.96 feet to a compound curve concave South-easterly, having a radius of 20.00 feet; thence Northwesterly along said curve and right-of-way, 34.64 feet through a central angle of 99°14'55" (C.B. N. 12°48'32" E., 30.47 feet) to the Southerly right-of-way line of Capri Circle (50 foot right-of-way); thence along said right-of-way line, N. 62°26'00" E., 623.90 feet to a curve concave Southwesterly, having a radius of 20.00 feet; thence Southwesterly along said curve and right-of-way, 31.42 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 28.28 feet) to the Westerly right-of-way line of 3rd Street East (60 foot right-of-way); thence along said right-of-way line, S. 27°34'00" E., 76.85 feet to a non-tangent curve concave Northwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. S. 53°42'16" W., 7.59 feet); thence S. 62°26'00" W., 192.05 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence Westerly along said curve, 33.29 feet through a central angle of 76°17'41" (C.B. N. 79°25'09" W., 30.88 feet); thence N. 41°16'19" W., 66.60 feet; thence S. 48°43'41" W., 25.00 feet; thence S. 41°16'19" E., 160.00 feet to the POINT OF BEGINNING.

Containing 1.65 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100 foot right-of-way) being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwesterly along said curve and right-of-way, 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N.16°19'30"E., 83.36 feet to a curve concave Westerly, having a radius of 25.00 feet; thence Northerly along said curve, 33.86 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 97.67 feet; thence N. 48°43'41" E., 115.00 feet; thence N. 41°16'19" W., 92.64 feet to the POINT OF BEGINNING; thence N. 41°16'19" W., 92.64 feet; thence N. 62°26'00" E., 207.45 feet; thence S. 27°34'00" E., 90.00 feet; thence S. 62°26'00" W., 185.50 feet to the POINT OF BEGINNING.

Containing 0.41 acres more or less.

Having a combined acreage of 2.06 acres more or less.

PHASE FOUR

That portion of Block H, CAPRI ISLE BLOCKS C-D-E-F-I and A REPEAT OF BLOCKS H-G, as recorded in Plat Book 39, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100.00 foot right-of-way), being a curve concave Northerly, having a radius of 50.00 feet; thence Easterly along said curve and right-of-way, 91.79 feet through a central angle of 105°11'09" (C.B. N. 85°44'33" E., 79.43 feet) to the Northerly right-of-way line of Capri Boulevard (80 foot right-of-way), being a reverse curve concave Southwesterly, having a radius of 2000.00 feet; thence Northwesterly along said curve and right-of-way, 343.64 feet through a central angle of 09°50'40" (C.B. N. 38°04'18" E., 343.21 feet) to the POINT OF BEGINNING; thence leaving said curve and right-of-way, non-tangent, N. 27°34'00" W., 513.80 feet to a curve concave Southwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. N. 17°26'00" E., 35.36 feet); thence N. 62°26'00" E., 65.50 feet to a curve concave Southwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. N. 71°09'44" E., 7.59 feet) to the Westerly right-of-way line of 3rd Street East (60 foot right-of-way); thence along said right-of-way line, S. 27°34'00" E., 491.00 feet to a curve concave Westerly, having a radius of 20.00 feet; thence along said curve and right-of-way, Southwesterly, 25.51 feet through a central angle of 73°05'17" (C.B. S. 08°58'38" W., 21.82 feet) to said Northerly right-of-way line of Capri Boulevard, being a reverse curve concave Southwesterly, having a radius of 2000.00 feet; thence Southwesterly along said curve and right-of-way, 88.22 feet through a central angle of 02°31'39" (C.B. S. 44°15'27" W., 88.22 feet) to the POINT OF BEGINNING.

Containing 1.17 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100.00 foot right-of-way), being a curve concave Northerly, having a radius of 50.00 feet; thence Easterly along said curve and right-of-way, 91.79 feet through a central angle of 105°11'09" (C.B. N. 85°44'33" E., 79.43 feet) to the Northerly right-of-way line of Capri Boulevard (80 foot right-of-way), being a reverse curve concave Southwesterly, having a radius of 2000.00 feet; thence Northwesterly along said curve and right-of-way, 343.64 feet through a central angle of 09°50'40" (C.B. N. 38°04'18" E., 343.21 feet); thence leaving said curve and right-of-way, non-tangent, N. 27°34'00" W., 513.80 feet to the POINT OF BEGINNING; thence S. 27°34'00" E., 294.83 feet; thence S. 62°26'00" W., 90.00 feet to a curve concave Southwesterly, having a radius of 25.00 feet; thence Southwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 35.36 feet) to the POINT OF BEGINNING.

Containing 0.66 acres more or less.

Having a combined acreage of 1.83 acres more or less.

CUMBEY & FAIR, INC.
2463 Enterprise Road
Clearwater, Florida 33575
SHEET 2 OF 9

SUN KETCH II, A CONDOMINIUM PROPOSED
A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

COMMON AREA ROADWAY

That portion of Block H, CNPI ISLE BLOCKS C-D-E-F-I and A, REPUBLIC OF BLOCK H-G, as recorded in Plat Book 19, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the westerly right-of-way line of 2nd Street East (100 foot right-of-way), being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwesterly along said curve and right-of-way, 41.62 feet through a central angle of 00°31'06" (C.B. N. 41°55'26" W., 41.62 feet) to the POINT OF BEGINNING; thence continue Northwesterly along said curve and right-of-way, 24.89 feet through a central angle of 00°18'16" (C.B. N. 42°20'17" W., 24.89 feet); thence leaving said curve and right-of-way, non-tangent, N. 36°19'30"E., 25.00 feet to a curve concave Westwesterly, having a radius of 913.00 feet; thence Northwesterly along said curve, 33.86 feet through a central angle of 77°15'49" (C.B. N. 02°28'24" W., 33.86 feet); thence N. 41°16'19" W., 41.16 feet; thence N. 18°41'41" E., 25.00 feet; thence S. 41°16'19" E., 66.60 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence Easterly along said curve, 33.29 feet through a central angle of 76°17'41" (C.B. S. 49°2'09" E., 30.88 feet); thence N. 62°26'00" E., 492.09 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. N. 53°42'16" E., 7.62 feet) to the Westwesterly right-of-way line of 3rd Street East (non-tangent, S. 27°34'00"E., thence along said right-of-way line, non-tangent, Southwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve, 7.82 feet through a central angle of 17°27'27" (C.B. S. 71°09'44" E., 7.82 feet); thence leaving said curve and right-of-way, non-tangent, S. 27°34'00"E., 65.50 feet to a curve concave Southeastwesterly, having a radius of 25.00 feet; thence Southwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 17°26'00" W., 35.36 feet); thence S. 27°34'00"E., 451.00 feet; thence S. 62°28'00" W., 12.50 feet to a curve concave Northwesterly, having a radius of 17.50 feet; thence Northwesterly, 19.63 feet through a central angle of 90°00'00" (C.B. N. 72°34'00" W., 17.58 feet); thence N. 27°34'00" W., 4.58 feet to a curve concave Southeastly, having a radius of 20.00 feet; thence Westwesterly along said curve, 85°37'15" W., 33.94 feet; thence S. 36°19'30" W., 381.00 feet to the POINT OF BEGINNING.

Containing 4.76 Acres more or less.

LESS:

Commence at the Southwest corner of said Block H, being a point on the westerly right-of-way line of 2nd Street East (100 foot right-of-way) being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwesterly along said curve and right-of-way, 66.31 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.31 feet); thence leaving said curve and right-of-way, non-tangent, N. 36°19'30" E., 83.16 feet to a curve concave Westwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 33.86 feet through a central angle of 77°15'49" (C.B. N. 02°28'24" W., 33.86 feet); thence N. 41°16'19" W., 41.16 feet; thence N. 18°41'41" E., 25.00 feet to a curve concave Northwesterly, having a radius of 913.00 feet; thence Northwesterly along said curve, 33.29 feet through a central angle of 76°17'41" (C.B. S. 49°2'09" E., 30.88 feet); thence N. 62°26'00" E., 492.09 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. N. 53°42'16" E., 7.62 feet) to the Westwesterly right-of-way line of 3rd Street East (non-tangent, S. 27°34'00"E., thence along said right-of-way line, non-tangent, Southwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve, 7.82 feet through a central angle of 17°27'27" (C.B. S. 71°09'44" E., 7.82 feet); thence leaving said curve and right-of-way, non-tangent, S. 27°34'00"E., 65.50 feet to a curve concave Southeastwesterly, having a radius of 25.00 feet; thence Southwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 17°26'00" W., 35.36 feet); thence S. 27°34'00"E., 451.00 feet; thence S. 62°28'00" W., 12.50 feet to a curve concave Northwesterly, having a radius of 17.50 feet; thence Northwesterly, 19.63 feet through a central angle of 90°00'00" (C.B. N. 72°34'00" W., 17.58 feet); thence N. 27°34'00" W., 4.58 feet to a curve concave Southeastly, having a radius of 20.00 feet; thence Westwesterly along said curve, 85°37'15" W., 33.94 feet; thence S. 36°19'30" W., 381.00 feet to the POINT OF BEGINNING.

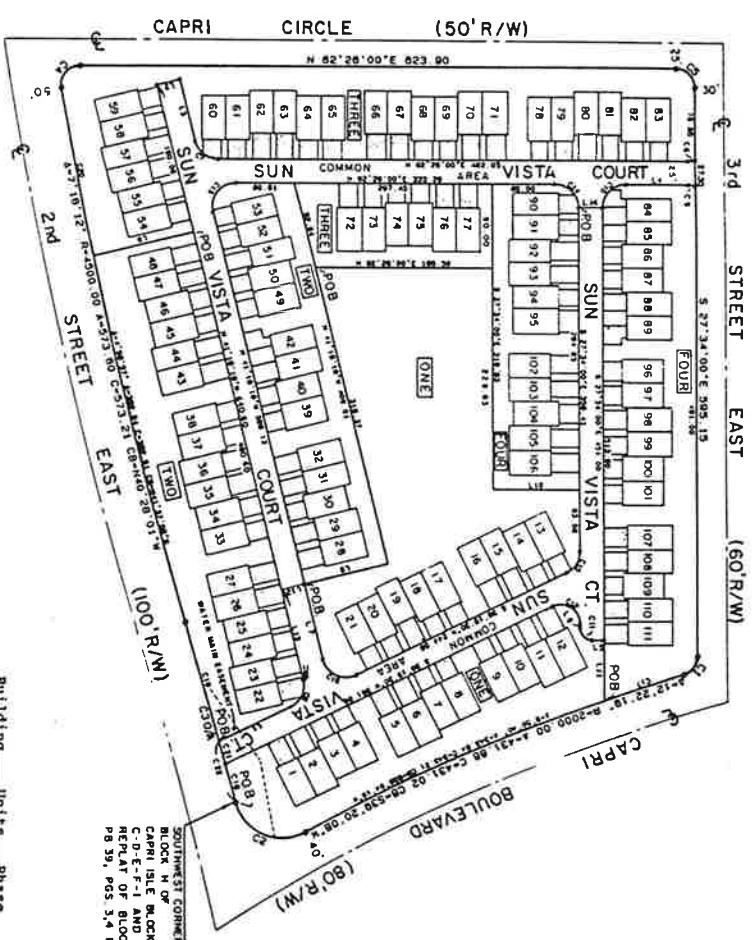
having a radius of 25.00 feet; thence Northwesterly along said curve, 45.25 feet through a central angle of 103°42'19" (C.B. N. 10°34'51" E., 39.32 feet); thence N. 62°26'00" E., 332.28 feet to a curve concave Southeastwesterly, having a radius of 25.00 feet; thence Southwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 35.36 feet); thence leaving said curve and right-of-way, non-tangent, N. 36°19'30" E., 83.16 feet to a curve concave Westwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 33.86 feet through a central angle of 77°15'49" (C.B. N. 02°28'24" W., 33.86 feet); thence N. 41°16'19" W., 41.16 feet; thence N. 18°41'41" E., 25.00 feet to a curve concave Northwesterly, having a radius of 913.00 feet; thence Northwesterly along said curve, 33.29 feet through a central angle of 76°17'41" (C.B. S. 49°2'09" E., 30.88 feet); thence N. 62°26'00" E., 492.09 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. N. 53°42'16" E., 7.62 feet) to the Westwesterly right-of-way line of 3rd Street East (non-tangent, S. 27°34'00"E., thence along said right-of-way line, non-tangent, Southwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve, 7.82 feet through a central angle of 17°27'27" (C.B. S. 71°09'44" E., 7.82 feet); thence leaving said curve and right-of-way, non-tangent, S. 27°34'00"E., 65.50 feet to a curve concave Southeastwesterly, having a radius of 25.00 feet; thence Southwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 17°26'00" W., 35.36 feet); thence S. 27°34'00"E., 451.00 feet; thence S. 62°28'00" W., 12.50 feet to a curve concave Northwesterly, having a radius of 17.50 feet; thence Northwesterly, 19.63 feet through a central angle of 90°00'00" (C.B. N. 72°34'00" W., 17.58 feet); thence N. 27°34'00" W., 4.58 feet to a curve concave Southeastly, having a radius of 20.00 feet; thence Westwesterly along said curve, 85°37'15" W., 33.94 feet; thence S. 36°19'30" W., 381.00 feet to the POINT OF BEGINNING.

Containing 3.54 Acres more or less.

Having a total acreage of 1.22 acres more or less.

SUN KETCH II, A CONDOMINIUM PROPOSED

A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

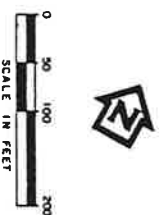


LINE TABLE

LINE	BEARING	DISTANCE
1	N 26° 18' 30" E	23.50
2	S 41° 18' 18" E	66.00
3	S 62° 28' 00" W	65.50
4	S 62° 28' 00" W	12.50
5	S 62° 28' 00" W	4.50
6	N 27° 34' 00" W	90.50
7	N 41° 18' 18" W	100.00
8	N 48° 43' 41" E	90.00
9	N 48° 43' 41" E	90.00
10	N 62° 28' 00" E	82.00
11	N 27° 34' 00" W	23.00
12	N 48° 43' 41" E	97.67
13	N 41° 18' 18" W	23.00
14	S 62° 28' 00" W	23.00

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEG	CHORD END
1	73° 03' 12"	20.00	23.51	23.82	N 08° 50' 30" W	N 26° 18' 30" E
2	105° 11' 06"	4000.00	187.00	187.00	N 42° 53' 30" E	N 41° 18' 18" E
3	68° 14' 06"	20.00	34.84	30.47	N 12° 46' 32" E	S 41° 18' 18" E
4	90° 00' 00"	20.00	31.42	28.28	S 72° 34' 00" E	S 62° 28' 00" W
5	77° 39' 48"	23.00	33.88	31.33	N 02° 28' 24" E	S 62° 28' 00" W
6	78° 17' 41"	23.00	33.28	30.88	S 78° 25' 00" E	S 62° 28' 00" W
7	17° 57' 27"	23.00	7.82	7.58	N 71° 06' 44" W	N 48° 43' 41" E
8	80° 00' 00"	25.00	36.27	35.36	S 17° 28' 00" W	N 48° 43' 41" E
9	80° 00' 00"	12.50	18.63	17.68	N 72° 34' 00" W	N 48° 43' 41" E
10	103° 42' 18"	20.00	40.53	38.28	N 10° 34' 12" E	N 41° 18' 18" W
11	118° 00' 30"	20.00	40.53	38.28	N 10° 34' 12" E	N 41° 18' 18" W
12	118° 00' 30"	20.00	40.53	38.28	N 10° 34' 12" E	N 41° 18' 18" W
13	103° 42' 18"	20.00	40.53	38.28	N 10° 34' 12" E	N 41° 18' 18" W
14	80° 00' 00"	25.00	36.27	35.36	S 17° 28' 00" W	N 48° 43' 41" E
15	102° 24' 11"	25.00	44.88	39.67	S 07° 31' 38" W	S 17° 28' 00" W
16	0° 31' 38"	2000.00	89.22	84.18	S 44° 18' 27" W	S 07° 31' 38" W
17	1° 37' 32"	4000.00	41.82	41.62	N 41° 50' 28" W	S 07° 31' 38" W
18	2° 18' 15"	4000.00	130.48	128.08	N 49° 18' 21" W	N 41° 50' 28" W
19	3° 18' 15"	4000.00	150.89	147.59	N 47° 50' 17" W	N 49° 18' 21" W
20	0° 49' 42"	4800.00	66.31	65.31	N 42° 04' 44" W	N 47° 50' 17" W



SOUTHWEST CORNER
CAPRI ISLE BLOCKS
C-D-E-F-1 AND A
REPLAT OF BLOCKS H-6
P839, P05, 314, B, 3

Building Units Phase

Building	Units	Phase
1	1-4	One
2	5-8	One
3	9-12	One
4	17-21	One
5	11-16	One
6	22-27	Two
7	31-38	Two

Building Units Phase

Building	Units	Phase
8	41-48	Two
9	54-59	Three
10	28-32	Two
11	39-42	Two
12	49-53	Two
13	60-65	Three
14	66-71	Three

Building Units Phase

Building	Units	Phase
15	72-77	Three
16	78-83	Three
17	90-95	Four
18	102-106	Four
19	84-89	Four
20	96-101	Four
21	107-111	Four

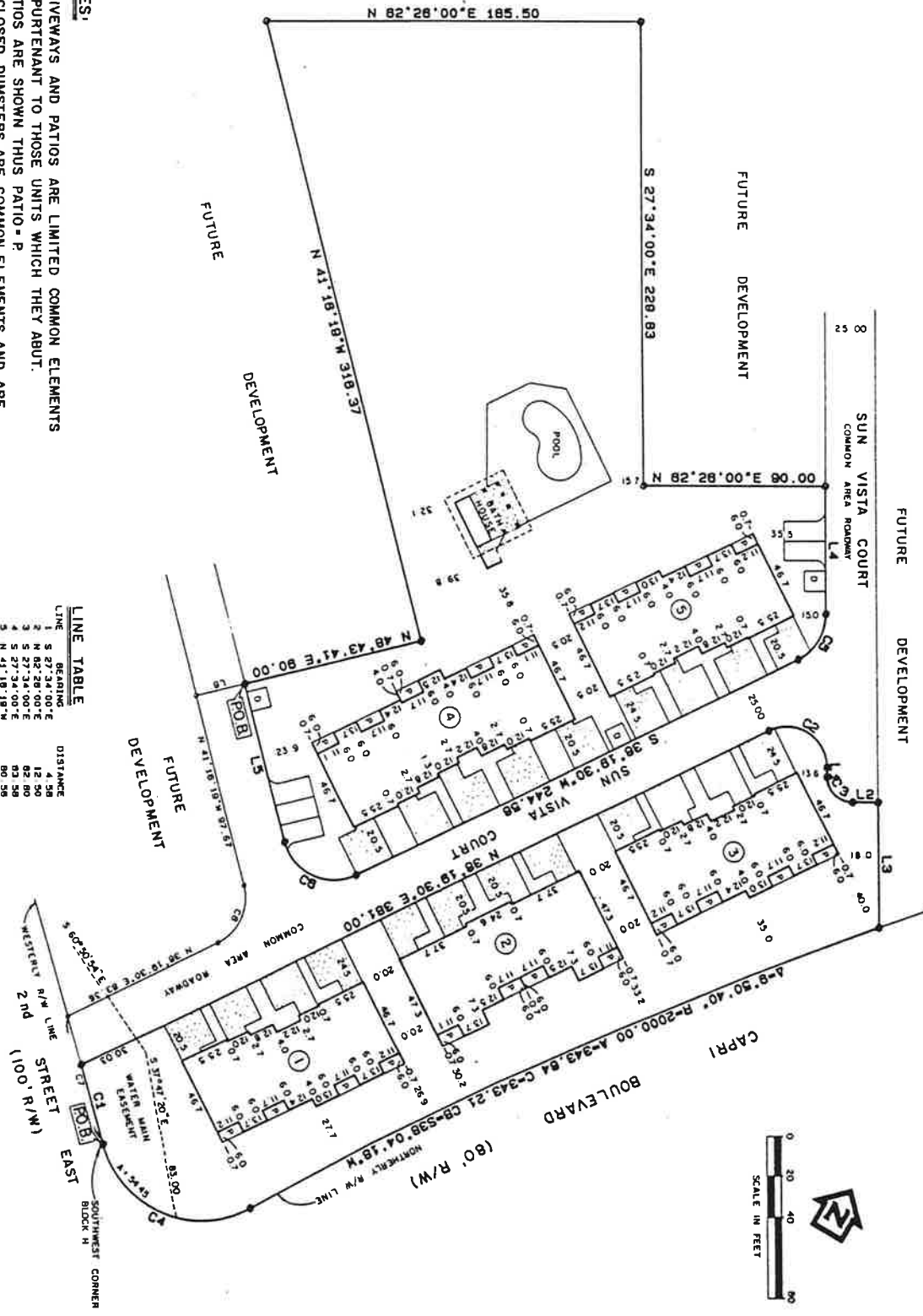
SITE PLAN OVERALL

CUMBEY & FAIR, INC.
2463 Enterprise Road
Clearwater, Florida 33575

- NOTES**
- All easements noted on: Chicago Title Insurance Company A.L.T.A. Commitment No. 10 07209, as endorsed February 9, 1984, issued by Lawyers Land Title Corporation, St. Petersburg, Florida, have been depicted hereon.
 - Easements as shown on plat of Capri Isle Blocks A,B,K,J,G, and H, Plat Book 16, Page 1 and Capri Isle Blocks C,D,E,F, and I, and Replat of Blocks H and G, Plat Book 39, Page 1, Public Records of Pinellas County, Florida, do not encumber this site.
 - All improvements shown hereon are PROPOSED and may be modified in accordance with the declaration, including but not limited to building configurations, unit types and location.
 - Phase indicated thus: **[TWO]**

SUN KETCH II, A CONDOMINIUM PROPOSED

A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



NOTES:

1. DRIVEWAYS AND PATIOS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
2. PATIOS ARE SHOWN THUS PATIO - P
3. ENCLOSED DUMPSTERS ARE COMMON ELEMENTS AND ARE SHOWN THUS DUMPSTER - D.
4. ALL BUILDINGS ARE TWO STORY MASONRY AND FRAME.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.

LINE TABLE

LINE	BEARINGS	DISTANCE
1	S 27°34'00" E	4.58
2	N 82°28'00" E	12.50
3	S 27°34'00" E	82.80
4	S 27°34'00" E	82.80
5	S 27°34'00" E	82.80
6	N 41°18'18" W	25.00
7	N 48°43'41" E	25.00
8	N 48°43'41" E	25.00

CURVE TABLE

CURVE	DELTA	PIRADIUS	ARC	CHORD	CHORD BPT
1	0°31'00"	4800.00	41.82	41.82	N 41°55'28" W
2	116°06'30"	20.00	40.33	30.64	S 69°37'13" E
3	60°00'00"	12.50	17.88	17.88	S 72°34'00" E
4	105°11'00"	50.00	91.78	18.48	S 80°24'33" W
5	63°53'30"	25.00	47.88	27.88	S 87°31'58" W
6	105°48'42"	4800.00	56.31	56.31	N 42°04'44" W
7	77°35'48"	25.00	33.88	31.33	N 02°28'24" W

**SITE PLAN
PHASE ONE**

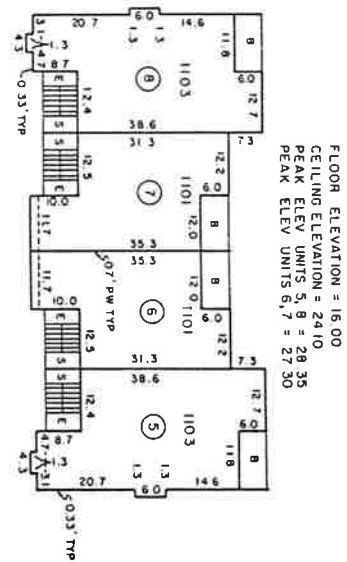
CUMBEY & FAIR, INC.
2463 Enterprise Road
Clearwater, Florida 33575

SUN KETCH II, A CONDOMINIUM PROPOSED

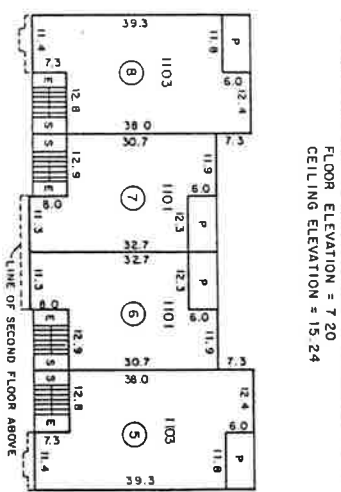
A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

EXHIBIT "B-2"

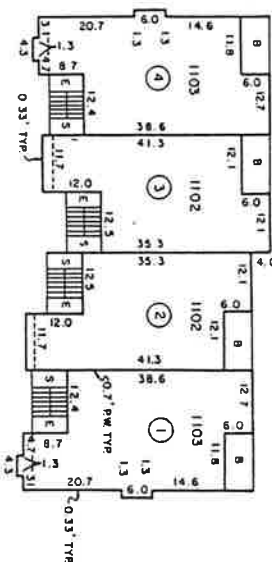
SECOND FLOOR



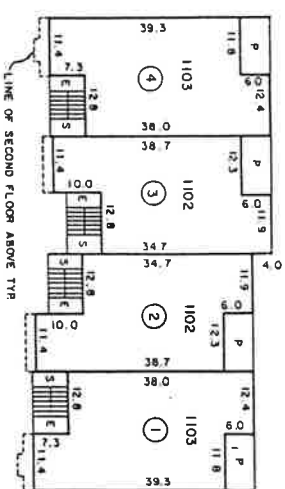
FIRST FLOOR



SECOND FLOOR



FIRST FLOOR



- NOTES**
1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL = 0.00 FEET.
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
 5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
 6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
 7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.

- LEGEND**
- E = ENTRY
 - B = BALCONY
 - P = PATIO
 - S = STAIRS
 - 101 = UNIT TYPE
 - 101 = UNIT NUMBER



BUILDING PLAN

CUMBEY & FAIR, INC.
2463 Enterprise Road
Clearwater, Florida 33575
1-12-87
SHEET 6 OF 9

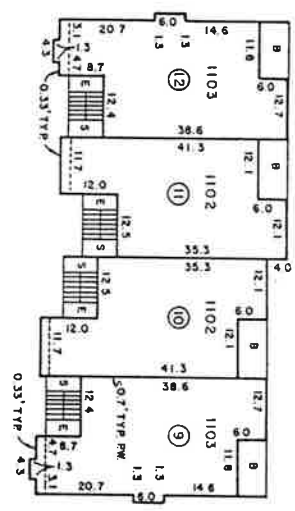
SUN KETCH II, A CONDOMINIUM PROPOSED A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

EXHIBIT "B-2"

(continued)

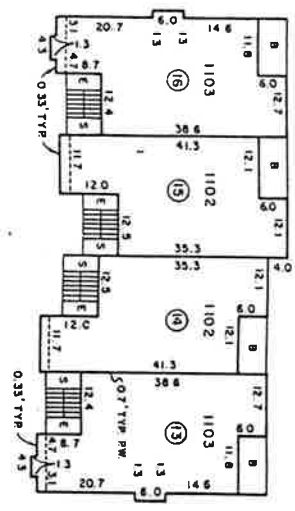
FLOOR ELEVATION = 16.00
CEILING ELEVATION = 24.10
PEAK ELEV UNITS 9, 12 = 28.35
PEAK ELEV UNITS 10, 11 = 27.67

SECOND FLOOR



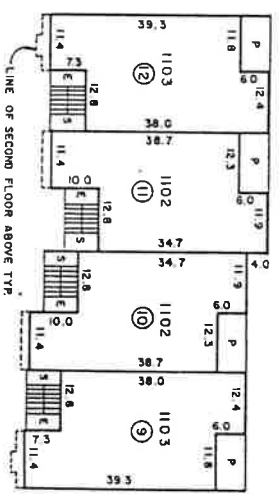
FLOOR ELEVATION = 16.00
CEILING ELEVATION = 24.10
PEAK ELEV UNITS 13, 16 = 28.35
PEAK ELEV UNITS 14, 15 = 27.67

SECOND FLOOR

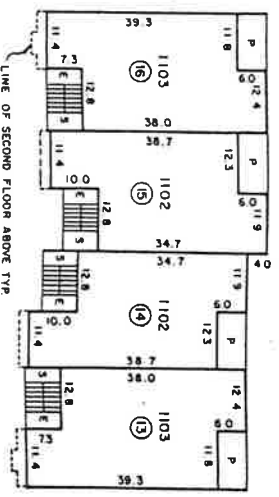


FLOOR ELEVATION = 7.20
CEILING ELEVATION = 13.24

FIRST FLOOR



FLOOR ELEVATION = 7.20
CEILING ELEVATION = 13.24



- NOTES**
1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL - 0.00 FEET.
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
 5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
 6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
 7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.

- LEGEND**
- E - ENTRY
 - B - BALCONY
 - P - PATIO
 - S - STAIRS
 - ① - UNIT TYPE
 - ① - UNIT NUMBER



BUILDING PLAN

CUMBEY & FAIR, INC.
2463 Enterprise Road
Clearwater, Florida 33575
1-12-87
SHEET 7 OF 9

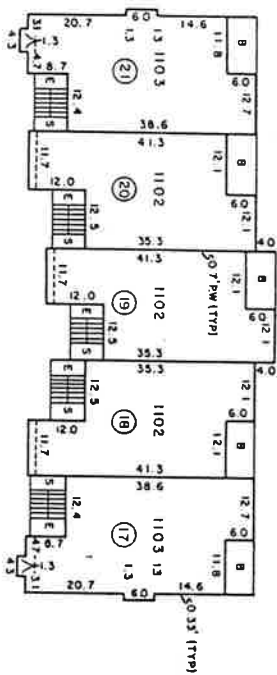
SUN KETCH II, A CONDOMINIUM PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

EXHIBIT "B-2"

(continued)

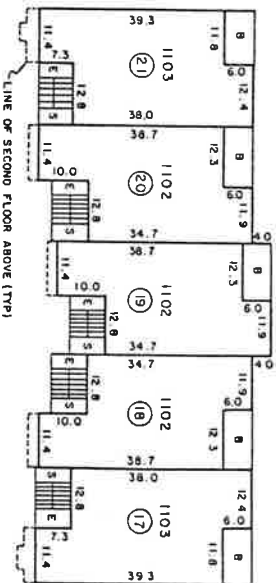
SECOND FLOOR

FLOOR ELEVATION = 16.00
 CEILING ELEVATION = 24.10
 PEAK ELEV. UNITS 17, 21 = 28.35
 PEAK ELEV. UNITS 18, 19, 20 = 27.67



FIRST FLOOR

FLOOR ELEVATION = 7.20
 CEILING ELEVATION = 15.24



BUILDING 4

NOTES

1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL = 0.00 FEET.
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.

LEGEND

- E = ENTRY
- B = BALCONY
- P = PATIO
- S = STAIRS
- 101 = UNIT TYPE
- ⊙ = UNIT NUMBER



BUILDING PLAN

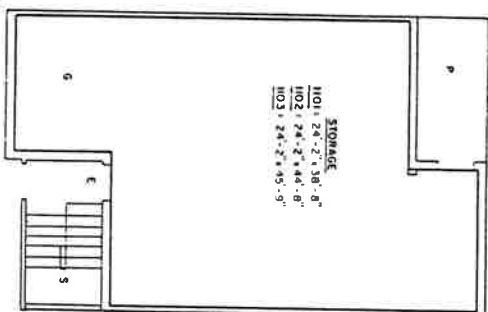
CUMBEY & FAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 33575
 1-12-87 SHEET 8 OF 9

EXHIBIT "B-3"

SUN KETCH II, A CONDOMINIUM PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14, 8, 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

FIRST FLOOR

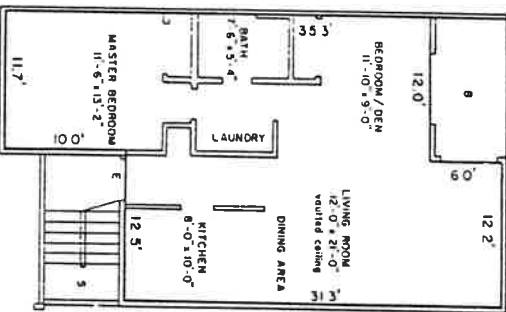
ALL EXTERIOR WALLS 0.67' WIDE



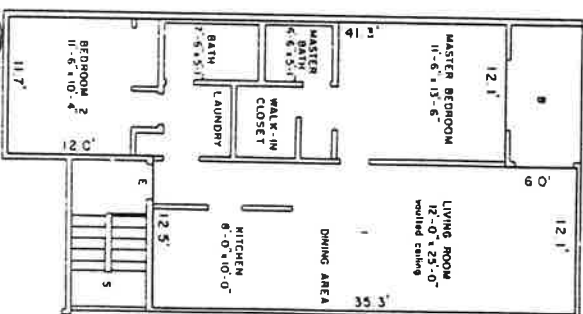
TYPE: 1101, 1102, 1103

SECOND FLOOR

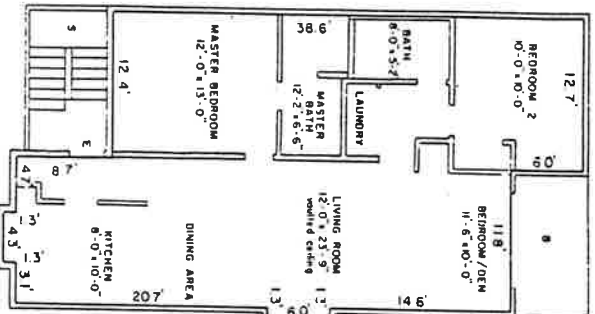
ALL WALLS EXCEPT PARTY WALLS 0.33' WIDE; PARTY WALLS 0.67' WIDE



TYPE: 1101
 UNITS: 6, 7, 35, 36, 56, 57, 68, 69, 86, 87, 109



TYPE: 1102
 UNITS: 2, 3, 10, 11, 14, 15, 18, 19, 20, 21, 24, 25, 26, 29, 30, 31, 34, 37, 40, 41, 44, 45, 46, 47, 50, 51, 52, 55, 58, 61, 62, 63, 64, 67, 70, 73, 74, 75, 76, 79, 80, 81, 82, 84, 85, 88, 89, 91, 92, 93, 94, 97, 98, 99, 100, 103, 104, 105, 107, 108, 110, 111



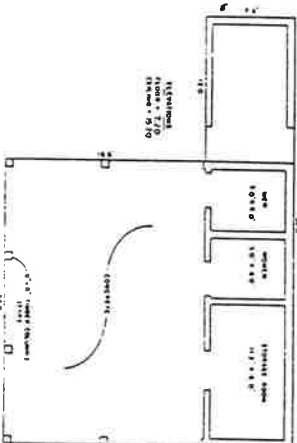
TYPE: 1103
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NOTES

1. UNIT DIMENSIONS TYPICAL FOR ALL UNITS INCLUDING REVERSED UNITS.
2. BALCONIES, PATIOS & STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
3. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.
4. DIMENSIONS SHOWN HEREON ARE BASED ON PLANS BY SUNSTYLE HOMES CORP

UNIT FLOOR PLANS

- LEGEND
- G = GARAGE
 - E = ENTRY
 - B = BALCONY
 - P = PATIO
 - S = STAIRS



BATH HOUSE

EXHIBIT CPERCENTAGE OR FRACTION OF OWNERSHIP

<u>Phase(s) Completed</u>	<u>Unit No.</u>	<u>Percentage or Fraction</u>
One	1-21	1/21st
One and Two	22-53	1/53rd
One, Two and Three	54-83	1/83rd
One, Two, Three and Four	84-111	1/111th

EXHIBIT D

RULES AND REGULATIONS

OF SUN KETCH II CONDOMINIUM ASSOCIATION, INC.

Each owner, invitee, relative, guest, lessee, or other occupant of a Condominium Unit, in addition to the obligations and duties as set forth in the Declaration of Condominium, the By-Laws of the Association, or any amendments thereto, shall be governed by the following regulations:

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. No Unit Owner, invitee, relative, guest, lessee or other occupant of a Condominium Unit shall park his or her vehicle in a parking space, the exclusive use of which is reserved for another Unit. All commercial vehicles of any kind or description, trucks larger than a standard size pick-up truck or van, recreational vehicles (R.V.'s), campers, boats, trailers, mobile homes, and similar vehicles, are specifically prohibited from any portion of the Condominium Property, unless placed in an enclosed garage. If any vehicle is parked in violation of this rule or the Declaration, the Association shall have the right to have the offending vehicle towed away at the expense of the owner of the vehicle.
2. No Unit shall be used in any manner which violates any laws, ordinances or regulations of any governmental body, and no Unit shall be used for other than single-family residential purposes.
3. Each Unit shall be maintained in good condition and repair, including all internal services within or surrounding each Unit, and each Unit, the Common Elements and the Limited Common Elements shall at all times be kept in a clean and sanitary condition. The balconies, porches, patios, terraces and exterior stairways shall be used only for purposes intended and shall not be used for the storage of trash containers, bicycles, motor bikes, strollers, or similar items or for hanging garments, laundry, or other unsightly objects, or for the cleaning of rugs or other household items.
4. In order to maintain a uniformly attractive appearance for the Condominium, interior window treatments visible from the exterior of a Unit may include, without limitation, drapes, shutters and blinds; however, the use of sheets, towels or similar items or materials as window treatment is not permitted.
5. No animals, livestock, poultry or any other kind of animals shall be raised, bred or kept in any Unit except for one standard size dog or cat.
6. Unit occupants are reminded that alteration and repair of the Unit is a responsibility of the Association, except for the interior of the Units. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other item whatsoever, and no alteration may be made of any interior boundary wall, without first obtaining written approval of the Condominium Association.
7. No occupant may make or permit any disturbing noises in the building or on the Condominium Property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comfort or other conveniences of other occupants.
8. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the Condominium Property.
9. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to "for rent" or "for sale" signs shall be permitted or displayed in such a manner as to be visible from the exterior of any Unit. This provision shall not apply to signs erected by the Developer.
10. Except as may otherwise be required by the By-Laws of the Association, all official notices of the Condominium Association shall be mailed to each Member at the address on file with the Association. Except as permitted by the By-Laws or by Florida Statute, no Member shall make or permit to be made, any written, typed or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail or otherwise circulate to other Members, which purports or represents to be an official act or notice of the Association or management company. Notices of a social nature or a purpose by a Member in his capacity as a Member to other Members shall bear the signature of the Member or Members making or ordering such notices. Members making such notices shall be fully responsible for the contents thereof.

11. The Common Elements and common areas of the building, such as hallways, stairs, stairwells and landscaped and grassed areas shall be used only for the purpose intended and no Unit Owner, invitee, guest, lessee or other occupant shall make use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

12. Any lease of a Unit shall comply with Article XVI of the Declaration.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SUN KETCH II CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 18, 1987, as shown by the records of this office.

The document number of this corporation is N19306.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of February, 1987.



CR2E022 (10-85)

George Firestone
Secretary of State

EXHIBIT "E"

ARTICLES OF INCORPORATION
OF
SUN KETCH II CONDOMINIUM ASSOCIATION, INC.

FILED
FEB 19
1977

The undersigned, by these Articles of Incorporation, hereinafter referred to as the "Articles," associate themselves for the purpose of forming a Corporation not for profit under Chapter 617, Florida Statutes and in accord with and pursuant to terms and conditions of Chapter 718, Florida Statutes, hereinafter referred to as the Condominium Act.

ARTICLE I
NAME

The name of the Corporation shall be SUN KETCH II CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II
PURPOSE

The purpose for which this Association is organized is to provide an entity pursuant to the Condominium Act for the operation of SUN KETCH II, A CONDOMINIUM, hereinafter referred to as the "Condominium."

ARTICLE III
DISTRIBUTION OF INCOME

The Association shall make no distribution of income to its Members, directors or officers.

ARTICLE IV
POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

B. The Association shall have all the powers and duties set forth in the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium as set forth in the Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

- (1) To make and collect assessments against members to defray the costs, expenses and losses of the Condominium; provided, however, the Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless such use is the subject of a lease between the Unit Owners and the Association.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) To maintain, repair, replace and operate the Condominium Property.
- (4) To purchase insurance on the Condominium Property and insurance for the protection of the Association and its Members.
- (5) To reconstruct improvements after casualty and to further improve the property.
- (6) To approve or disapprove the transfer, mortgage, and ownership of Units as may be provided by the Declaration and/or the By-Laws.

- (7) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws of the Association and the regulations for the use of the Condominium Property.
- (8) To contract for the management and/or maintenance of the Condominium Property and to authorize a 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.
- (9) To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.
- (10) To employ personnel to perform the services required for proper operation of the Condominium.
- (11) To acquire by purchase, or otherwise, Condominium Parcels of the Condominium, subject, nevertheless, to the provisions of the Declaration and By-Laws relative thereto.
- (12) To acquire title to property or otherwise hold property for the use and benefit of the Members.

C. Notwithstanding anything herein to the contrary, the Association prior to passage of control to Unit Owners other than Sunstyle Homes Corporation (the "Developer"), shall not enter into or be bound by, either directly or indirectly, any contract or lease (including management and employment contracts), unless there is a right of termination of any such contract or lease, without cause which is exercisable without penalty at any time after the transfer of control, upon not more than ninety (90) days notice to the other party thereto. Any management contract must be terminable for cause upon thirty (30) days notice and may run for a period not to exceed three (3) years (one (1) year if negotiated by the Developer) and may be renewable by consent of the Association and the Management firm.

ARTICLE V OFFICIAL RECORDS

A. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (1) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4), Florida Statutes;
- (2) A photocopy of the recorded Declaration of the Condominium and all amendments thereto;
- (3) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (4) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (5) A copy of the current rules of the Association;
- (6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;
- (7) A current roster of all Unit Owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;
- (8) Current insurance policies of the Association and the Condominium;

(9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(10) Bills of sale or transfer for all property owned by the Association;

(11) Accounting records for the Association and separate accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(c) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(12) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.

(13) All rental records where the Association is acting as agent for the rental of condominium units.

B. The official records of the Association shall be maintained in the county in which the Condominium is located.

C. The official records of the Association shall be open to inspection by any Member or the authorized representative of such Member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member.

ARTICLE VI LEGAL STANDING

The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property. After control of the Association is obtained by Unit Owners other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities; protesting ad valorem taxes on commonly used facilities and Units; and may defend actions in eminent domain or may bring inverse condemnation actions. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action which may otherwise be available.

ARTICLE VII
OPERATION OF CONDOMINIUM

The Association shall have the power of the operation of the Condominium Property.

ARTICLE VIII
AUTHORITY OF MEMBERS

A Unit Owner, who is a Member of this Association, does not have any authority to act for the Association by reason of being a Unit Owner.

ARTICLE IX
BY-LAWS

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and By-Laws. The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE X
MEMBERS

- A. The Members of the Association shall consist of all the record Unit Owners.
- B. Change of membership in the Association shall be established by the recording in the Public Records of Pinellas County, Florida, the deed or other instrument establishing record title to a Unit in the Condominium. The membership of the prior Owner shall thereby be terminated.
- C. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.
- D. The Member or Members collectively who own each Unit shall be entitled to cast one vote in the affairs of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE XI
DIRECTORS

- A. The affairs of the Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors.
- B. Directors may be removed and vacancies on the Board of Directors filled in the manner provided in the By-Laws.
- C. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified as provided in the By-Laws, or until removed as provided in the By-Laws are as follows:

<u>Name</u>	<u>Address</u>
Ralph W. Quartetti	3900 Belle Oak Blvd. Largo, Florida 33541
Stuart Wager	3900 Belle Oak Blvd. Largo, Florida 33541
Ursula Bork	3900 Belle Oak Blvd. Largo, Florida 33541

- D. The foregoing provisions of this Article relating to election of Directors shall be subject to the following qualifications. Initially, the Developer shall appoint the members of the Board of Directors. When Condominium Unit Owners other than the Developer

own fifteen percent (15%) or more of the Units, then the 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 Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors upon the occurrence of the earlier of the following dates:

- (1) Three years after fifty percent (50%) of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or
- (2) One hundred twenty (120) days after seventy-five percent (75%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
- (3) Three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
- (4) The date on which all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or
- (5) The date on which some of the Units of the Condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- (6) Five years following the first conveyance of a Unit to a purchaser.

The Developer shall be entitled to elect at least one member of the Board of Directors of the Association, so long as the Developer holds for sale during the ordinary course of business, any five percent (5%) of the one hundred eleven (111) Units in the Condominium.

ARTICLE XII OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

	<u>Name</u>	<u>Address</u>
President:	Ralph W. Quartetti	3900 Belle Oak Blvd. Largo, Florida 33541
Treasurer:	Ursula Bork	3900 Belle Oak Blvd. Largo, Florida 33541
Secretary:	Stuart Wager	3900 Belle Oak Blvd. Largo, Florida 33541

ARTICLE XIII INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association 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 in party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right to indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIV
AMENDMENTS**

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting, considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.
- C. Approval of an amendment must be by not less than fifty percent (50%) of the entire membership of the Board of Directors and not by less than fifty percent (50%) of the votes of the entire membership of the Association.
- D. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members, without approval in writing by all Members.
- E. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Pinellas County, Florida.

**ARTICLE XV
TERM**

The term of the Association shall be the life of the Condominium unless the Association is terminated sooner by unanimous action of its Members. The Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

**ARTICLE XVI
SUBSCRIBER**

The name and address of the subscriber of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Ralph W. Quartetti	3900 Belle Oak Blvd. Largo, Florida 33541

**ARTICLE XVII
TRANSITION TO OWNER CONTROL**

A. Within 60 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than 30 days or more than 40 days notice of, a meeting of the Unit Owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board of Directors, the Developer shall forward to the Division of Florida Land Sales and Condominiums (the "Division") the name and mailing address of the Unit Owner board member.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (1) Assessment of the Developer as a Unit Owner for capital improvements.
- (2) Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

C. Prior to, or not more than 60 days after, the date on which Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (1) The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual recorded Declaration.
- (2) A certified copy of the Association's Articles of Incorporation.
- (3) A copy of the By-Laws.
- (4) The minute books, including all minutes, and other books and records of the Association, if any.
- (5) Any Rules and Regulations which have been promulgated for the Association.
- (6) Resignations of officers and members of the Board of Directors who are required to resign because the Developer is required to relinquish control of the Association.
- (7) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and billings, cash receipts, and related records to determine that the Developer was charged and paid the proper amounts of assessments.
- (8) Association funds or control thereof.
- (9) All tangible personal property that is property of the Association, represented by the Developer to be part of the Common Elements or ostensibly part of the Common Elements, and an inventory of that property.
- (10) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer, his agent, or an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements.
- (11) Insurance policies.
- (12) Copies of any certificates of occupancy which have been issued for the Condominium Property.
- (13) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one year prior to the date the Unit Owners other than the Developer take control of the Association.
- (14) All written warranties of the contractor, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (15) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

- (16) Leases of the Common Elements and other leases to which the Association is a party, if any.
- (17) Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have an obligation or responsibility, directly or indirectly to pay some or all of the fee or charge of the person or persons performing the service.
- (18) All other contracts to which the Association is a party.

D. If during the period prior to the time the Developer relinquishes control of the Association pursuant to this Article XVII and §718.301(4), Florida Statutes, any provision of the Condominium Act or any rule promulgated thereunder is violated by the Association, the Developer shall be responsible for such violations as provided in §718.201(5), Florida Statutes.

**ARTICLE XVIII
REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be 3900 Belle Oak Boulevard, Largo, Florida 33541 or such other place as may be subsequently designated by the Board of Directors. The name of the initial registered agent of the Association shall be Ralph W. Quartetti or such other person as may be subsequently designated by the Board of Directors.

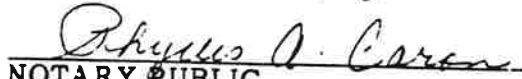
6th WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this day of Feb, 1987.


RALPH W. QUARTETTI

STATE OF FLORIDA.
COUNTY OF Pinellas

On this 9 day of February, 1987, before me, a Notary Public, duly authorized in the State and County above named to take acknowledgments, personally appeared RALPH W. QUARTETTI, to me well known to be the person described as a subscriber in and who executed the foregoing Articles of Incorporation and acknowledged before me that he subscribed to these Articles of Incorporation.

WITNESS my hand and seal this 9 day of February, 1987.


NOTARY PUBLIC
State of Florida at Large

My Commission Expires:


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

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

SUN KETCH II CONDOMINIUM ASSOCIATION, INC., a corporation desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Largo, County of Pinellas, State of Florida, has named Ralph W. Quartetti located at 3900 Belle Oak Blvd., City of Largo, County of Pinellas, State of Florida, as its agent to accept service of process within Florida.

ACKNOWLEDGMENT:

HAVING BEEN NAMED to accept service of process for the above-stated corporation, at 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 the said office.



(Registered Agent)

Dated: 2/6/87

FILED
FEB 18 AM 11:58
TALLAHASSEE, FLORIDA

EXHIBIT F

BY-LAWS

OF

SUN KETCH II CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the Laws of the State of Florida

ARTICLE I

IDENTITY

SECTION 1. These are the By-Laws of SUN KETCH II CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association," a corporation not for profit organized under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on February 18, 1987, (the "Articles"). The Association has been organized for the purpose of administering SUN KETCH II, A CONDOMINIUM, hereinafter referred to as the "Condominium," pursuant to the Florida Condominium Act (the "Condominium Act").

SECTION 2. The mailing address of the Association temporarily shall be at 3900 Belle Oak Blvd., Largo, Florida 33541, until completion of the Condominium.

ARTICLE II

THE ASSOCIATION

SECTION 1. Membership. A person or persons or entity acquiring title to a Unit in the Condominium thereby becomes a Member of the Association; membership in the Association ceases when a Member's title to a Unit is conveyed.

SECTION 2. Place of Meeting. Meetings of the membership shall be held at the office of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors of the Association.

SECTION 3. Meetings. Except for the meeting to elect the first directors to be elected by the Unit Owners other than the Developer, Sunstyle Homes Corporation, as provided in Section 1 of Article IV below, meetings of the membership shall be on the first Monday in June of each year, unless otherwise determined by a majority of the Board of Directors.

Subject to the provisions of the above paragraph, special meetings of the Members may be called by the president of the Association, and shall be called by the president or secretary of the Association at the request in writing of a majority of the Board of Directors, or at the request in writing of ten percent (10%) of the Unit Owners. Such requests shall state the purpose of purposes of the proposed meeting.

SECTION 4. Notices of Meetings. It shall be the duty of the secretary to give written notice to each Unit Owner at least fourteen (14) days prior to each annual or special meeting, unless a Unit Owner waives in writing the right to receive the notice of such meeting, and to post a notice of each annual or special meeting in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting. The notice of the meeting, stating the time and place where it is to be held, shall be sent by mail to each Member of record, at the address of the Unit Owner last furnished to the Association. Notice of a meeting may be waived by a Unit Owner and attendance at a meeting shall constitute a waiver of notice of the time and place of the meetings. An officer of the Association shall provide an affidavit, to be included in the official records of the Association affirming that notices of the Association meeting were mailed or hand delivered in accordance with this By-Laws and §718.112(d), Florida Statutes, to each Unit Owner at the address last furnished to the Association.

SECTION 5. Quorum. The presence in person or by proxy of Voting Interests representing one-third (1/3) of the Unit Owners in the Condominium shall constitute a quorum.

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with

SECTION 6. Adjourned Meetings. If any meeting of the Association cannot be conducted because a quorum is not present, the Members who are present may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, in which case no additional notice need be given for the adjourned meeting and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting.

SECTION 7. Voting. At every meeting of the Association, the Owner or Owners collectively of each Unit, either in person or by proxy, shall have the right to cast one vote which shall be defined as a Voting Interest. The vote of the majority of Voting Interests represented at a meeting at which a quorum is present shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Condominium Act, or of the Declaration of Condominium of this Condominium (the "Declaration") or of the Articles, or of these By-Laws (the "By-Laws"), a different vote is required, in which case such express provision shall govern and control.

SECTION 8. Proxies. A Member may authorize another person to act for him by proxy. Such proxy must be signed by the Member or his attorney-in-fact, and such proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the Member giving the proxy and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

SECTION 9. Minutes. The minutes of all meetings of the Association and the Board of Directors shall be kept in a book available for inspection at any reasonable time by Unit Owners, or their authorized representatives, and Board members. Minutes shall be retained by the Association for a period of not less than seven (7) years.

SECTION 10. Action Without Meeting. Except as set forth in Sections 718.112(2)(d), (e) and (f) Florida Statutes in regard to annual meetings, budget meetings and meetings in regards to reserves, the Association may take action without meeting by written Agreement signed by all Unit Owners on any matter which could be acted upon at a duly called meeting of the Association.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1. Number and Qualification. The number of Directors that shall constitute the Board of Directors shall not be less than three (3) and shall initially be three (3). After the Unit Owners are entitled to elect the majority of the Directors, the number of Directors shall be increased to five (5). The number of Directors may be increased by unanimous vote of the Board of Directors, or, after the Unit Owners are entitled to elect a majority of the Board of Directors as provided in Article IV below, by a vote of the Unit Owners representing a majority of the Units in the Condominium; provided, however, the Board of Directors shall always consist of no less than three (3) Directors. Directors, other than those elected by the Developer, must be Members of the Association.

SECTION 2. Directors - Election. After the Unit Owners are entitled to elect a majority of the Board of Directors as provided in Article IV below, Directors elected by the Unit Owners shall be elected by a plurality of the votes cast at the annual meeting of the Association. Until the Unit Owners are entitled to elect all of the members of the Board of Directors, vacancies in the Board of Directors with respect to Directors which Unit Owners are entitled to elect, occurring between annual meetings, shall be filled by election by a plurality of the votes cast at a special meeting of the Association. At an election of Directors each Member entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled. The Developer shall not be entitled to vote in such elections.

SECTION 3. Recall of Directors. Any member of the Board of Directors that the Unit Owners other than the Developer are entitled to elect may be recalled from office with or without cause by the vote or agreement in writing by a majority of all Voting Interest in the Condominium other than the Units owned by the Developer. Any member of the Board of Directors that the Developer is entitled to appoint may be recalled from office with or without cause, and replaced, by the Developer. A special meeting of the Association to recall a member of the Board of Directors that the Unit

Owners other than the Developer are entitled to elect may be called by 10% of the Voting Interests giving notice of the meeting as required for a meeting of the Association, and the notice shall state the purpose of the meeting.

(a) If the recall is approved by a majority of all Voting Interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within 72 hours after the meeting.

(b) If the proposed recall is by an agreement in writing by a majority of all Voting Interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the Association in their possession, or proceed as described in subparagraph (c).

(c) If the Board of Directors determines not to certify the written agreement to recall a member or members of the Board of Directors, or if the recall by a vote at a meeting is disputed, the Board of Directors shall, within 72 hours, file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation (the "Division") a petition for binding arbitration pursuant to the procedures of §718.1255, Florida Statutes. For purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board of Directors, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to §718.501, Florida Statutes. Any member or members of the Board of Directors so recalled shall deliver to the Board of Directors any and all records of the Association in their possession within 72 hours of the effective date of the recall.

SECTION 4. Filling Vacancies. After the Unit Owners are entitled to elect all of the members of the Board of Directors, vacancies in the Board of Directors occurring between annual meetings of the Association shall be filled by the election of new Directors by the remaining Directors, even though such remaining Directors may constitute less than a quorum. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the By-Laws, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least 30 days prior to applying to the circuit court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during which time the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

SECTION 5. Terms of Directors. The term of each Director's service shall extend until the next annual meeting of the Members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

SECTION 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association and may do all acts and things appropriate thereto not excluded from the authority of the Board of Directors by the Declaration, the Articles, the Condominium Act, or the By-Laws. The powers of the Board shall include, but not be limited to, the following:

(a) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective Owners of Units including a reasonable reserve for repairs, upkeep and replacement of the Common Elements and for contingencies.

(b) To prepare a detailed report of the acts, accounts, and statement of income and expense for the previous year, and present same at the annual meeting of Members.

- (c) To determine who will act as legal counsel for the Association whenever necessary.
- (d) To determine the depository for the funds of the Association.
- (e) To acquire the necessary personnel needed for the maintenance, care and upkeep of the Common Elements, and to set the salaries of said personnel.
- (f) To assess and collect all Assessments pursuant to the Condominium Act.

SECTION 7. Management Agent. The Board of Directors may contract for the management and maintenance of the Condominium Property and authorize a 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.

SECTION 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

SECTION 9. Meetings. Meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance, except in an emergency. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year, and notice thereof shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in a like manner and on like notice, on the written request of at least two (2) Directors. Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of such Assessments.

SECTION 10. Waiver of Notice. A Director may, in writing, waive notice of a meeting of the Board of Directors, and attendance at such meeting shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum. At all meetings of the Board of Directors, a majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors unless otherwise provided herein, or in the Articles or the Declaration. A Director who is present at a meeting of the Board of Directors, at which action on any Association matter is taken, shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. Fidelity Bonds. The Board of Directors shall require that all persons who control, disburse, handle or are responsible for Association funds as well as all employees of the management agent employed by the Association shall furnish adequate fidelity bonds, in an amount determined by the Board of Directors but in no event less than the amount required by law. The premiums on such bonds shall be paid by the Association unless otherwise provided by contract between the Association and the management agent. Such fidelity bonds shall name the Association as an obligee.

ELECTION OF DIRECTORS BY UNIT OWNERS

SECTION 1. Upon fifteen percent (15%) of the Units ultimately to become a part of the Condominium being conveyed to Unit Owners other than the Developer, such Unit Owners shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association. A meeting to elect such Director shall be called by the Association within sixty (60) days thereafter. Simultaneously with the election of the new Director, the existing Director shall resign.

SECTION 2. Unit Owners, other than the Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors upon the occurrence of the earlier of the following dates:

(1) Three years after fifty percent (50%) of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or

(2) One hundred twenty (120) days after seventy-five percent (75%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(3) Three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(4) The date on which all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(5) The date on which some of the Units of the Condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

(6) Five years following the first conveyance of a Unit to a purchaser.

SECTION 3. Upon expansion of the Board of Directors from three (3) to five (5) Directors, as set forth in Article III, Section 1, the Unit Owners shall be entitled to elect three (3) of the Directors and the Developer shall be entitled to elect two (2) of the Directors. The Developer shall be entitled to elect said two (2) Directors for the period of time that the Developer is entitled to representation on the Board. Pursuant to §718.301, Florida Statutes, the Developer shall be entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business any five percent (5%) of the one hundred eleven (111) of the Units in the Condominium.

ARTICLE V

BUDGET AND ASSESSMENTS

SECTION 1. The annual budget of the Association shall be adopted by the Board of Directors. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners. Said notice shall contain the time and place of the meeting at which the budget is to be considered and shall be mailed not less than 14 days prior to said meeting. The meeting shall be open to all members of the Association. If the adopted budget requires Assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the Voting Interests to the Board of Directors, shall call a special meeting of the Association within thirty (30) days, upon not less than ten (10) days written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all Voting Interests. The Board of Directors may also propose a budget to the Unit Owners at a meeting of the Association or in writing, and if the budget or the proposed budget is approved by the Unit Owners at the meeting or by the majority of all Voting Interests in writing, the budget shall be adopted. If a meeting of the Association has been called and a quorum is not obtained or a substitute budget is not adopted by the Association, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation.

However, as long as the Developer is in control of the Board of Directors, the Board of Directors cannot impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's or calendar year's Assessment without approval of the majority of all Voting Interests.

SECTION 2. The Board of Directors shall collect the common charges assessed against the Units. Monthly installments of the annual Assessments shall be due and payable in advance on the first day of each month of the period for which assessed. If any such installment is not paid when due, the delinquent Unit Owner shall be deemed in default, and shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees and court costs, incurred by the Board of Directors in its efforts to collect same, and the Association may foreclose a lien for nonpayment of such charges and expenses. The Assessment shall be in an amount no less than required to provide funds in advance for the payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

SECTION 3. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in §718.504(20), Florida Statutes. In addition to annual operating expenses, the budget shall include, reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than ten thousand dollars (\$10,000.00). These accounts shall include but not be limited to roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. If a meeting of the Association has been called to determine to provide no reserves or reserves less adequate than required, and such result is not obtained or a quorum is not attained, the reserves as included in the budget, shall go into effect.

SECTION 4. Within sixty (60) days following the end of the fiscal year of the Association, as set by the Board of Directors, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance Costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves, and depreciation reserves.

ARTICLE VI

OFFICERS

SECTION 1. Designation of Officers. The principal officers of the Association shall be a president, a secretary and a treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect a vice president, an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be desirable. All other officers shall serve without compensation. All officers, other than those appointed by the Developer, shall be members of the Association.

SECTION 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors, and shall hold office at the pleasure of the Board of Directors.

SECTION 3. Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of the president of an association.

SECTION 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association. Such minutes shall be available for inspection to all members of the Association and of the Board of Directors. The Secretary shall also have charge of such books and papers as the Board of Directors may direct and shall perform all the duties normally incident to the office of the secretary of an association.

SECTION 6. Treasurer. The treasurer shall have responsibility for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

AMENDMENTS

SECTION 1. By-Laws. Unless otherwise provided in the Condominium Act, the Declaration or the Articles, these By-Laws may be amended by resolution adopted by a majority of the Board of Directors or Voting Interests representing a majority of the Units in the Condominium. No amendment to these By-Laws is valid unless recorded, with identification on the first page thereof of the book and page of the public records where the Declaration of Condominium is recorded. No By-Laws 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 By-Law process shall not invalidate an otherwise properly promulgated amendment.

SECTION 2. Rules and Regulations. Unless otherwise provided in the Condominium Act, the Declaration or the Articles, the Rules and Regulations may be amended by resolution adopted by a majority of the Board of Directors or Voting Interest representing a majority of the Units in the Condominium.

ARTICLE VIII

INFORMATION

The Association shall make available to Unit Owners, and to any actual or potential lenders, holders, insurers or guarantors of any first mortgage, current copies of the Declaration of Condominium, By-Laws, other rules concerning the development and the books, records and financial statements of the Association. The Association shall provide to the above organizations, upon request, audited financial statements for the immediately preceding fiscal year. The Association shall make available to all prospective purchasers current copies of the Declaration, By-Laws, and other rules governing the Condominium and the most recent annual audited financial statement of the Association, if such is prepared. For purposes of this Article, the term "available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE IX

LENDER'S NOTICES

Upon written request of the Association, identifying the name and address of a mortgage holder, insurer or guarantor and the Unit number or address, the Association shall furnish to any such mortgage holder, insurer or guarantor timely written notice of the following:

- (1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property, or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder, insurer or guarantor;
- (2) Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (4) Any proposed action which could require the consent of a specified percentage of mortgage holders;
- (5) Any proposed termination of the Condominium regime; and
- (6) Any proposed amendment of the Declaration or By-Laws affecting a change in:
 - (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto;
 - (b) the interests in the general or limited Common Elements appertaining to any Unit or the liability for the Common Expenses appertaining thereto;
 - (c) the number of votes in the Association appertaining to any Unit; or
 - (d) the purpose to which any Unit or the Common Elements are restricted.

ARTICLE X

ARBITRATION

The Board of Directors shall establish procedures to implement and comply with Chapter 718.112, Florida Statutes, and the Rules of the Division of Florida Land Sales and Condominiums, relating to voluntary binding arbitration of internal disputes arising from the operation of the Condominium among developers, Unit Owners, associations, their agents and assigns.

The foregoing were adopted as the By-Laws of the Association by its Board of Directors on this _____ day of _____, 1987.

SUN KETCH II CONDOMINIUM
ASSOCIATION, INC.

By: _____

Secretary

(Corporate Seal)

SEAL

EXHIBIT G-1

SUN KETCH II
CONDOMINIUM ASSOCIATION, INC.

ESTIMATED ANNUAL OPERATING BUDGET FOR PHASE ONE

	<u>ALL UNITS MONTHLY</u>	<u>ALL UNITS ANNUALLY</u>	<u>EACH UNIT PER MONTH</u>
<u>ADMINISTRATIVE</u>			
Legal and Accounting	\$10.81	\$129.78	\$0.51
Fees Payable to the Division	0.88	10.50	0.04
Office Supplies	3.93	47.19	0.19
Miscellaneous Expenses	10.82	129.78	0.52
 <u>OPERATING</u>			
Lawn Maintenance	675.00	8,100.00	32.14
Electricity & Street Lights	100.00	1,200.00	4.76
Insurance	771.00	9,252.00	36.71
Building Maintenance & Repairs	25.00	300.00	1.19
Trash Collection	180.00	2,160.00	8.57
Water & Sewer	462.00	5,544.00	22.00
Pool Service	200.00	2,400.00	9.52
Grounds & Pool Repair & Maintenance	208.33	2,500.00	9.92
Rent for Recreational and Other Commonly Used Facilities		N/A	
Taxes Upon Association Property		N/A	
Taxes Upon Leased Property		N/A	
Security		N/A	
Operating Capital		N/A	
Management Fees		N/A	
 <u>SUBTOTAL</u>	 <u>\$2,647.77</u>	 <u>\$31,773.25</u>	 <u>\$126.08</u>
 <u>RESERVES</u>			
Roof Replacement	73.50	882.00	3.50
Exterior Building Painting	81.54	978.51	3.88
Pavement Resurfacing	10.71	128.50	0.51
<u>TOTAL</u>	<u>\$2,813.52</u>	<u>\$33,762.25</u>	<u>\$133.98</u>

<u>Reserves</u>	<u>Estimated Useful Life</u>	<u>Estimated Remaining Useful Life</u>	<u>Estimated Replacement Cost</u>	<u>Account Balance</u>
Roof Replacement	20.00 years	20.00 years	\$17,640.00	\$0
Exterior Building Painting	5.00 years	4.50 years	\$4,892.53	\$0
Pavment Resurfacing	20.00 years	20.00 years	\$2,569.95	\$0

Under Article XIX of the Declaration, the Developer, is excused from the payment of the share of the Common Expenses and Assessments related to unsold Units. During such period, the Developer shall pay any portion of the Common Expenses incurred which exceed the amount assessed against Unit Owners.

EXHIBIT G-2

SUN KETCH II
CONDOMINIUM ASSOCIATION, INC.

ESTIMATED ANNUAL OPERATING BUDGET FOR PHASE ONE
AND PHASE TWO AFTER COMPLETION OF PHASE TWO

	<u>ALL UNITS MONTHLY</u>	<u>ALL UNITS ANNUALLY</u>	<u>EACH UNIT PER MONTH</u>
<u>ADMINISTRATIVE</u>			
Legal and Accounting	\$27.29	\$327.53	\$0.51
Fees Payable to the Division	2.21	26.50	0.04
Office Supplies	9.93	119.10	0.19
Miscellaneous Expense	24.81	297.75	0.47
 <u>OPERATING</u>			
Lawn Maintenance	1,125.00	13,500.00	21.23
Electricity & Street Lights	200.00	2,400.00	3.77
Insurance	2,089.33	25,072.00	39.42
Building Maintenance & Repairs	50.00	600.00	0.94
Trash Collection	360.00	4,320.00	6.79
Water & Sewer	1,166.00	13,992.00	22.00
Pool Service	200.00	2,400.00	3.77
Grounds & Pool Repair & Maintenance	208.33	2,500.00	3.93
Rent for Recreational and Other Commonly Used Facilities		N/A	
Taxes Upon Association Property		N/A	
Taxes Upon Leased Property		N/A	
Security		N/A	
Operating Capital Management Fees		N/A	
 <u>SUBTOTAL</u>	 <u>\$5,462.90</u>	 <u>\$65,554.88</u>	 <u>\$103.07</u>
 <u>RESERVES</u>			
Roof Replacement	185.50	2,226.00	3.50
Exterior Building Painting	205.80	2,469.56	3.88
Pavement Resurfacing	27.03	324.30	0.51
<u>TOTAL</u>	<u>\$5,881.23</u>	<u>\$70,574.75</u>	<u>\$110.97</u>

<u>Reserves</u>	<u>Estimated Useful Life</u>	<u>Estimated Remaining Useful Life</u>	<u>Estimated Replacement Cost</u>	<u>Account Balance</u>
Roof Replacement	20.00 years	20.00 years	\$44,520.00	\$0
Exterior Building Painting	5.00 years	4.50 years	\$12,347.81	\$0
Pavement Resurfacing	20.00 years	20.00 years	\$ 6,486.05	\$0

Under Article XIX of the Declaration, the Developer, is excused from the payment of the share of the Common Expenses and Assessments related to unsold Units. During such period, the Developer shall pay any portion of the Common Expenses incurred which exceed the amount assessed against Unit Owners.

EXHIBIT G-3

SUN KETCH II
CONDOMINIUM ASSOCIATION, INC.

ESTIMATED ANNUAL OPERATING BUDGET FOR PHASE ONE,
PHASE TWO AND PHASE THREE AFTER COMPLETION OF PHASE THREE

	<u>ALL UNITS MONTHLY</u>	<u>ALL UNITS ANNUALLY</u>	<u>EACH UNIT PER MONTH</u>
<u>ADMINISTRATIVE</u>			
Legal and Accounting	\$42.74	\$512.92	\$0.51
Fees Payable to the Division	3.46	41.50	0.04
Office Supplies	16.67	200.00	0.20
Miscellaneous Expense	41.67	500.00	0.50
 <u>OPERATING</u>			
Lawn Maintenance	1,500.00	18,000.00	18.07
Electricity & Street Lights	250.00	3,000.00	3.01
Insurance	3,143.08	37,717.00	37.87
Building Maintenance & Repairs	75.00	900.00	0.90
Trash Collection	540.00	6,480.00	6.51
Water & Sewer	1,826.00	21,912.00	22.00
Pool Service	200.00	2,400.00	2.41
Grounds & Pool Repair & Maintenance	208.33	2,500.00	2.51
Rent for Recreational and Other Commonly Used Facilities		N/A	
Taxes Upon Association Property		N/A	
Taxes Upon Leased Property		N/A	
Security		N/A	
Operating Capital		N/A	
Management Fees		N/A	
 <u>SUBTOTAL</u>	 <u>\$7,846.95</u>	 <u>\$94,163.42</u>	 <u>\$94.54</u>
 <u>RESERVES</u>			
Roof Replacement	290.50	3,486.00	3.50
Exterior Building Painting	322.29	3,867.43	3.88
Pavement Resurfacing	42.32	507.87	0.51
<u>TOTAL</u>	<u>\$8,502.06</u>	<u>\$102,024.72</u>	<u>\$102.43</u>

<u>Reserves</u>	<u>Estimated Useful Life</u>	<u>Estimated Remaining Useful Life</u>	<u>Estimated Replacement Cost</u>	<u>Account Balance</u>
Roof Replacement	20.00 years	20.00 years	\$69,720.00	\$0
Exterior Building Painting	5.00 years	4.50 years	\$19,337.13	\$0
Pavement Resurfacing	20.00 years	20.00 years	\$10,157.41	\$0

Under Article XIX of the Declaration, the Developer, is excused from the payment of the share of the Common Expenses and Assessments related to unsold Units. During such period, the Developer shall pay any portion of the Common Expenses incurred which exceed the amount assessed against Unit Owners.

EXHIBIT G-4

SUN KETCH II
CONDOMINIUM ASSOCIATION, INC.

ESTIMATED ANNUAL OPERATING BUDGET FOR PHASE ONE, PHASE TWO
PHASE THREE AND PHASE FOUR AFTER COMPLETION OF PHASE FOUR

	<u>ALL UNITS MONTHLY</u>	<u>ALL UNITS ANNUALLY</u>	<u>EACH UNIT PER MONTH</u>
<u>ADMINISTRATIVE</u>			
Legal and Accounting	\$45.83	\$550.00	\$0.41
Fees Payable to the Division	4.63	55.50	0.04
Office Supplies	16.67	200.00	0.15
Miscellaneous Expense	41.67	500.00	0.38
 <u>OPERATING</u>			
Lawn Maintenance	1,875.00	22,500.00	16.89
Electricity & Street Lights	300.00	3,600.00	2.70
Insurance	4,330.83	51,970.00	39.02
Building Maintenance & Repairs	100.00	1,200.00	0.90
Trash Collection	600.00	7,200.00	5.41
Water & Sewer	2,442.00	29,304.00	22.00
Pool Service	200.00	2,400.00	1.80
Grounds & Pool Repair & Maintenance	208.33	2,500.00	1.88
Rent for Recreational and Other Commonly Used Facilities		N/A	
Taxes Upon Association Property		N/A	
Taxes Upon Leased Property		N/A	
Security		N/A	
Operating Capital		N/A	
Management Fees		N/A	
 <u>SUBTOTAL</u>	 <u>\$10,164.96</u>	 <u>\$121,979.50</u>	 <u>\$91.58</u>
 <u>RESERVES</u>			
Roof Replacement	388.50	4,662.00	3.50
Exterior Building Painting	388.50	4,662.00	3.50
Pavement Resurfacing	56.60	679.20	0.51
<u>TOTAL</u>	<u>\$10,998.56</u>	<u>\$131,982.70</u>	<u>\$99.09</u>

<u>Reserves</u>	<u>Estimated Useful Life</u>	<u>Estimated Remaining Useful Life</u>	<u>Estimated Replacement Cost</u>	<u>Account Balance</u>
Roof Replacement	20.00 years	20.00 years	\$93,240.00	\$0
Exterior Building Painting	5.00 years	4.50 years	\$23,310.00	\$0
Pavement Resurfacing	20.00 years	20.00 years	\$13,584.00	\$0

Under Article XIX of the Declaration, the Developer, is excused from the payment of the share of the Common Expenses and Assessments related to unsold Units. During such period, the Developer shall pay any portion of the Common Expenses incurred which exceed the amount assessed against Unit Owners.

EXHIBIT H

RESERVATION AGREEMENT

THIS RESERVATION AGREEMENT, made this ___ day of _____, 1987, by and between Sunstyle Homes Corporation, a Florida corporation, hereinafter referred to as "Developer", and _____ and _____, whose address is _____, telephone number is _____, hereinafter referred to as "Prospective Purchaser".

The parties hereto agree as follows:

1. The Developer is constructing a project to be known as Sun Ketch II, A Condominium, consisting of one hundred eleven (111) condominium units, to be platted and constructed in phases on Block H, Capri Isles, Treasure Island, Florida.

2. The Prospective Purchaser has deposited with Raymond International, Inc. whose address is 2559-A Nursery Road, Clearwater, Florida 33546 as Escrow Agent, the sum of _____ Dollars (\$ _____), to reserve Unit _____, at Sun Ketch II, A Condominium. The basic purchase price for the Unit is _____ Dollars (\$ _____). The Prospective Purchaser hereby represents that he will need to obtain financing in the amount of \$ _____ in order to purchase the Unit. All deposits made hereunder shall be payable to Escrow Agent, who must provide the Prospective Purchaser with a receipt therefor. All deposits made hereunder shall be placed in a non-interest bearing account and neither party hereto shall be entitled to receive or collect interest on such sums.

3. The Developer shall make all filings with the Department of Business Regulation, Division of Florida Land Sales and Condominiums in compliance with all requirements of Chapter 718, Florida Statutes, prior to the conversion of this Reservation Agreement to a binding Purchase Agreement.

4. Within forty-eight (48) hours of notification by the Developer that all conditions precedent have been satisfied, the Prospective Purchaser shall execute a binding Purchase Agreement for the Unit.

5. The Prospective Purchaser shall have the right to receive all documents as required by Chapter 718, Florida Statutes, prior to the execution of an enforceable Purchase Agreement.

6. Upon execution of an enforceable Purchase Agreement, the reservation deposit shall cease to be governed by Section 718.202(6), Florida Statutes, and shall instead be governed by Sections 718.202(1)-(5), Florida Statutes.

7. It is understood by the Prospective Purchaser that in the event the Developer does not satisfy his conditions precedent to his construction loan for the construction of Sun Ketch II, A Condominium, the deposit received hereunder shall be returned to the Prospective Purchaser and this Reservation shall then be cancelled and of no force and effect.

8. The Prospective Purchaser shall have the right to an immediate and unqualified refund of the reservation deposit upon the Prospective Purchaser or the Developer requesting said refund, in writing, from the Escrow Agent.

9. The Developer represents that the basic purchase price represented in or pursuant to this Reservation Agreement shall be the price in the Purchase Agreement.

SIGNED as of the day and year first above written.

WITNESSES: (Two recommended
for each party
but not required)

SUNSTYLE HOMES CORPORATION,
a Florida corporation

By: _____
"DEVELOPER"

(Corporate Seal)

EXHIBIT I

ESCROW AGREEMENT FOR RESERVATION DEPOSITS

THIS ESCROW AGREEMENT is made this 9th day of February, 1987, by and between Sunstyle Homes Corporation, a Florida corporation, hereinafter called "DEVELOPER," and Raymond International, Inc., hereinafter called "ESCROW AGENT."

WITNESSETH:

WHEREAS, DEVELOPER is the developer of SUN KETCH II, A CONDOMINIUM, located in Treasure Island, Florida; and

WHEREAS, DEVELOPER intends to enter into Reservation Agreements with prospective purchasers for Units in said Condominium and to receive reservation deposits from the prospective purchasers of said Units in accordance with Section 718.202(6), Florida Statutes (hereinafter "Reservation Deposits"); and

WHEREAS, DEVELOPER desires to have ESCROW AGENT hold said deposits in escrow pursuant to the provisions of Chapter 718, Florida Statutes and the provisions of this Agreement; and

WHEREAS, ESCROW AGENT is willing to hold said deposits in escrow in accordance with the requirements of said Chapter 718 and this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. Upon entering into a Reservation Agreement, DEVELOPER shall place with ESCROW AGENT all Reservation Deposits received, which shall be made payable to the ESCROW AGENT. ESCROW AGENT shall promptly provide the prospective purchaser with a receipt acknowledging that the deposit is being held pursuant to Section 718.202(6), Florida Statutes.

2. Upon execution of a Purchase Agreement for a Unit in said Condominium by a purchaser who has previously made a Reservation Deposit held in escrow by ESCROW AGENT, said Reservation Deposit shall cease to be governed by the terms of Section 718.202(6), Florida Statutes, and said Reservation Deposit shall be held in escrow by ESCROW AGENT in accordance with the provisions of Sections 718.202(1)-(5), Florida Statutes and the provisions of a separate Escrow Agreement For Purchase Agreement Deposits entered into between DEVELOPER and ESCROW AGENT.

3. DEVELOPER agrees that all monies received by it as deposits for the reservation of Units shall be deposited with ESCROW AGENT in escrow as soon as practical. With each deposit of monies, DEVELOPER shall advise ESCROW AGENT of the name and address of the purchaser who paid the monies to DEVELOPER.

4. ESCROW AGENT shall hold all Reservation Deposits and shall deposit such monies in separate accounts, or in a common escrow or trust account, or commingled with other escrow or trust accounts handled by or received by the ESCROW AGENT. Monies in said accounts shall be available at all reasonable time for withdrawal in full by ESCROW AGENT. The deposits held in escrow under this Agreement shall not be held in interest bearing accounts.

5. ESCROW AGENT shall disburse the Reservation Deposits as follows:

- (a) Upon written request by the prospective purchaser to ESCROW AGENT or DEVELOPER, or upon written request by the DEVELOPER to the ESCROW AGENT, the monies shall be immediately and without qualification refunded in full to the prospective purchaser.
- (b) The Reservation Deposit shall not be released directly to DEVELOPER except as a down-payment on the purchase price of a Unit simultaneously with or subsequent to the execution of a purchase contract, if so provided in the purchase contract, and in such event the Reservation Deposit shall be governed by paragraph 2 above.

6. Upon request ESCROW AGENT shall issue a receipt to purchaser for any deposits.

7. ESCROW AGENT undertakes to perform only such duties as are expressly set forth herein.

8. The ESCROW AGENT may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The ESCROW AGENT shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and DEVELOPER agrees to indemnify and hold the ESCROW AGENT harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of the ESCROW AGENT.

9. In the event of disagreement about the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the ESCROW AGENT hereunder, ESCROW AGENT may, at its sole discretion, file an action in interpleader to resolve the said disagreement. ESCROW AGENT shall be indemnified by DEVELOPER for all costs, including reasonably attorneys' fees, in connection with the aforesaid interpleader action.

10. In the event ESCROW AGENT is joined as a party to a lawsuit by virtue of the fact that it is holding a purchaser's deposit, ESCROW AGENT shall, at its option, either tender said deposit to the registry of the court or disburse same in accordance with the court's ultimate disposition of the cause and ESCROW AGENT shall be entitled to its reasonable attorneys' fees and court costs in accordance with the terms of this Agreement.


11. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement shall be made a part, in its entirety, of any prospectus (required by Chapter 718, Florida Statutes) distributed to purchasers or prospective purchasers of condominium units in Sun Ketch II, A Condominium.

12. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successor and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed the day and year first above written.

SUNSTYLE HOMES CORPORATION,
a Florida corporation

By:


"DEVELOPER"

(Corporate Seal)




As to DEVELOPER

RAYMOND INTERNATIONAL, INC.

By:


"ESCROW AGENT"

(Corporate Seal)



As to ESCROW AGENT

EXHIBIT J

SUN KETCH II, A CONDOMINIUM
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made and entered into this _____ day of _____, 198__, by and between Sunstyle Homes Corporation, a Florida corporation, (hereinafter called the "DEVELOPER") and _____ (hereinafter called the "BUYER");

WITNESSETH:

In consideration of the terms and conditions hereinafter set forth, DEVELOPER hereby agrees to sell, and BUYER hereby agrees to purchase, the following described property situate, lying and being in Pinellas County, Florida, to-wit:

That certain condominium parcel composed of Unit No. _____ and an undivided interest in the Common Elements appurtenant thereto in accordance with and subject to, the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of SUN KETCH II, A CONDOMINIUM.

TERMS AND CONDITIONS OF PURCHASE

1. DISCLOSURE PURSUANT TO CHAPTER 718, FLORIDA STATUTES:

(a) ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY §718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER §718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

(c) ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

2. The total purchase price of the property shall be \$ _____, payable in the following manner:

- (a) Reservation deposit. \$ _____
- (b) Deposit made upon execution of this Agreement \$ _____
- (c) Additional deposit due on _____ \$ _____
- (d) Balance of Purchase Price due at closing. \$ _____
- (e) TOTAL PURCHASE PRICE \$ _____

(f)	Operating capital to be paid by Buyer pursuant to paragraph 18	\$ _____
(g)	Estimated Closing Costs to be paid by Buyer	\$ _____
(h)	Estimated Prepayments to be paid by Buyer	\$ _____
(i)	ESTIMATED TOTAL COSTS	\$ _____
(j)	Mortgage applied for	\$ _____
(k)	Total Deposits	\$ _____
(l)	BALANCE DUE FROM BUYER	\$ _____

3. The purchase price includes all construction loan costs, land and the improvements thereon built in accordance with the plans and specifications on file with the Federal Housing Authority ("FHA") and/or the Veterans Administration ("VA") and/or the responsible local governmental agency. DEVELOPER agrees to pay any special assessments or improvement bonds on the real property herein described, including those payable in the future, for improvements included in the plans and specifications commenced or completed at the time of final closing for such items as streets, curbs, gutters and sewers that are actually included in said plans and specifications, and all liens for special assessments otherwise incurred or imposed shall be paid for by BUYER.

4. The BUYER agrees to make application for a mortgage loan to be guaranteed by the VA, insured by the FHA, or for a conventional mortgage loan, the proceeds of which will apply to the purchase price. The BUYER shall obtain a certificate of eligibility from the VA, if a VA guaranteed loan, and the appropriate approval from the lending institution making the permanent mortgage loan. BUYER further agrees to make all the necessary arrangements to qualify for said loan within five days from the date of this Agreement and shall execute any and all papers in connection with the closing of said loan and this transaction.

5. BUYER and DEVELOPER agree that the amount of mortgage will be determined by the lender. BUYER agrees to pay maximum interest rate and/or other fees and charges allowable under existing regulations at the time of closing. The BUYER agrees to pay at the time of closing, as may be required by the lending institution, the first monthly installment on the mortgage and any differences on estimated closing costs, taxes and insurance, or such portion thereof.

6. In the event said loan is refused or denied for any reason whatsoever by the lending institution, the FHA or the VA, all monies paid to this date will be returned to the BUYER except for a reasonable amount to cover the costs of the credit report, and thereupon the parties hereto will be released from all liability hereunder.

7. The DEVELOPER agrees to deliver title, good, marketable and/or insurable and agrees to furnish an Owner's Title Insurance Policy. Title shall be free and clear of all liens and encumbrances except:

- (a) Real estate taxes, and any other taxes and assessments imposed by other taxing authorities for the year in which this transaction is closed and years subsequent thereto;
- (b) Existing zoning ordinances and easements of record;
- (c) Covenants, conditions, reservations, restrictions, terms and other provisions of the Declaration of Condominium and its Exhibits of SUN KETCH II, A CONDOMINIUM.
- (d) Easements existing and to be created for ingress and egress to the property.
- (e) The Condominium Act of the State of Florida, the same being Chapter 718, Florida Statutes.

(f) Rights of the United States Government and/or the State of Florida arising under the United States Government control over navigable waters and the inalienable rights of the State of Florida in the lands or waters of similar character as to any part of the premises herein described which may be artificially filled in lands in what was formerly navigable waters, and any accretions thereto.

If for any reason the DEVELOPER will be unable to deliver title to the subject property in accordance with the provisions hereof, it is agreed that DEVELOPER'S liability shall be limited to the return of BUYER'S deposit and upon return of said deposit this Agreement shall become null and void and all parties hereto shall thereafter forthwith be relieved of any and all obligations and duties set forth in this Agreement.

8. The estimated date of completion will be within six months from this date or a reasonable time thereafter. The DEVELOPER guarantees to BUYER, that the unit described in this Agreement shall be completed and available for occupancy within two years of the date of this Agreement. Nevertheless, the DEVELOPER may cancel this Agreement by forwarding its check in the full amount paid by the BUYER, together with notice in writing in the event that any governmental agency shall impose restrictions which: (a) prohibit the construction or sale of residential housing; or (b) restrict or curtail the installation or service of public utilities.

9. It is agreed that this transaction shall be closed and the BUYER shall pay, by cashier's check or cash, the balance of the purchase price and execute all necessary papers for the completion of this transaction within five days from the date of written notice to him that the dwelling has been completed and that this transaction is ready for closing.

10. Taxes are to be prorated as of the date of closing.

11. A certificate of completion issued by the FHA, VA, or responsible local governmental agency after final inspection shall constitute conclusive evidence of completion of the dwelling building and other improvements, and of complete fulfillment of the DEVELOPER'S obligations under this Agreement.

12. DEVELOPER agrees to furnish BUYER with express warranty of completion of construction in substantial conformity with approved plans and specifications as required by FHA or VA regulations and/or express warranty from DEVELOPER. In addition, DEVELOPER will provide BUYER with a 2-10 HOME BUYERS WARRANTY. Notwithstanding these warranties, the garage floor is subject to cracking due to soil conditions. Such cracking is not an indication of a structural defect and shall not be covered by any warranty, either expressed or implied. Except as set forth in Section 718.203, Florida Statutes no other warranties are expressed or implied by the DEVELOPER. DEVELOPER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE APPEARING HEREIN OR AS REFERRED TO IN THIS PARAGRAPH.

13. In the event of default or failure on the part of the BUYER to fulfill his obligations as set forth herein, the DEVELOPER shall retain the deposit as liquidated and agreed damages and the parties hereto shall be thereafter relieved of any and all obligations and duties under this Agreement.

14. If the mortgage loan is guaranteed by the VA, the BUYER shall not incur any penalty of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the purchase price or cost exceeds the reasonable value of the property established by the VA. The BUYER shall, however, have the privilege of proceeding with the consummation of this Agreement without regard to the amount of reasonable value established by the VA.

15. The BUYER does hereby agree not to interfere with, molest, or deal with any workman and that all matters pertaining to the construction of the building will be taken up by said Buyer with the DEVELOPER'S authorized representative.

16. There are no brokers involved in this transaction unless noted on the reverse side of this document.

17. BUYER shall pay for the following at closing:

- (a) Documentary stamps to be affixed to warranty deed.
- (b) Cost of recording warranty deed.
- (c) Pro rata share of all utility deposits required to be deposited for operation of the Condominium.
- (d) All costs and fees payable in connection with any mortgage loan that BUYER may secure for the purchase of said Condominium Unit.
- (e) Pro rata share of taxes and Condominium maintenance fees.

18. At the closing, the BUYER shall pay the sum of \$ _____, which shall be deposited in a segregated account as an Operating Capital fund for the use and benefit of the Condominium Association. The purpose of said working capital fund is to provide the Association with cash to meet unforeseen expenditures, to acquire additional equipment or services deemed necessary or desirable by the Board of Directors of the Association. Amounts paid into the fund shall not be considered as advanced payments of regular assessments.

19. The DEVELOPER has established an escrow account with Raymond International, Inc., as Escrow Agent for holding BUYER'S deposit, with said deposit consisting of the Reservation Deposit, if any, previously tendered to the Escrow Agent in conjunction with the execution of a Reservation Agreement, if any, and any deposit or additional deposit tendered in conjunction with the execution of this Purchase Agreement. The Escrow Agent shall hold BUYER'S deposit of up to ten percent (10%) of the purchase price, as required by Section 718.202, Florida Statutes. Deposited sums in excess of ten percent (10%) received prior to completion of construction shall be held in a special escrow account with the Escrow Agent. UPON REQUEST, BUYER MAY OBTAIN A RECEIPT FOR HIS PAYMENTS FROM THE ESCROW AGENT. NO INTEREST SHALL BE PAID TO BUYER ON THIS DEPOSIT OR ON ANY ESCROW FUNDS. The address of the Escrow Agent is 2559-A Nursery Road, Clearwater, Florida 33546.

The funds shall be released from escrow in the following manner:

- (a) If BUYER properly terminates this Agreement pursuant to its terms or pursuant to Chapter 718, Florida Statutes, the funds shall be paid to BUYER;
- (b) If BUYER defaults in the obligations contained herein, the funds shall be paid to DEVELOPER;
- (c) Deposited sums in excess of ten percent (10%) of the purchase price may be withdrawn and paid to DEVELOPER when construction of the condominium has begun. DEVELOPER may use said funds for the actual construction and development of the condominium property in which the Unit subject to this Agreement is located;
- (d) If not previously disbursed, the funds will be disbursed to DEVELOPER at closing, unless prior to disbursement, the escrow agent receives from the BUYER written notice of a dispute between BUYER and DEVELOPER.

20. The BUYER hereby acknowledges receipt of copies of the following documents from the DEVELOPER:

- (a) Condominium Prospectus.
- (b) Declaration of Condominium of SUN KETCH II, A CONDOMINIUM.
- (c) Articles of Incorporation of SUN KETCH II CONDOMINIUM ASSOCIATION, INC.
- (d) By-Laws of SUN KETCH II CONDOMINIUM ASSOCIATION, INC.
- (e) Estimated Operating Budget.
- (f) Copy of the Purchase Agreement.
- (g) Copy of the Agreement between DEVELOPER and the escrow agent for the escrow deposits prior to closing.

(h) Copy of the Survey and graphic description of the improvements and a copy of the plot plan and floor plan of the Units.

Should any of the above documents not be available at the time of the execution of this Agreement, the BUYER shall have the right to void the same at any time within fifteen (15) days of receipt by BUYER of the last of said documents; however, this right shall expire upon closing of this transaction.

21. This agreement shall be binding upon both parties, the DEVELOPER and the BUYER, their heirs, executors, administrators, distributees, successors, and assigns, when signed by the BUYER and the DEVELOPER. This Agreement shall terminate at the DEVELOPER'S option if assigned.

22. These agreements are subject to any change necessitated by government regulations.

23. The Declaration of Condominium will be recorded at or prior to closing. DEVELOPER reserves the right to make changes in the proposed Declaration of Condominium, a copy of which has been delivered to BUYER as part of the Prospectus, provided those changes do not change BUYER'S share in the Common Elements or share of Common Expenses, change BUYER'S voting rights, or change the size of the Unit covered by this Contract.

24. This Agreement may only be modified in writing signed by the parties.

25. Except for the documents supplied to BUYER pursuant to Section 718.503, Florida Statutes, it is expressly understood and agreed that this written instrument states the entire duties and obligations and contains the entire agreement between the respective parties hereto, and that no party shall be bound by any other stipulations, representations, agreements or promises unless in writing and signed by the party or parties to be bound thereby. Except for the documents supplied to BUYER pursuant to Section 718.503, Florida Statutes, BUYER hereby acknowledges that he is not relying upon any representations, written or oral, as to any material fact or inducements not stated herein whether by DEVELOPER or any of its agents, officers, or employees.

26. The undersigned BUYER acknowledges that he has read and understands the terms and conditions as set forth in the Agreement, and agrees to purchase the above described property at, for and upon the above stipulated price and terms, and that this Agreement shall not be binding upon DEVELOPER until approved and accepted by DEVELOPER'S duly authorized representative where indicated below.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

SUNSTYLE HOMES CORPORATION,
a Florida corporation

By: _____
"DEVELOPER"

(Corporate Seal)

Witnesses as to DEVELOPER
(two recommended but not
required)

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Witness as to BUYER
(two recommended but not
required)

"BUYER"

EXHIBIT K

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: SUN KETCH II, A CONDOMINIUM

Address of Condominium:

Please check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement of Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	N/A
Ground Lease	N/A
Management and Maintenance Contracts for More than One Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A

Sales Brochures

Phase Development
Description (See 718.503(2)(k) and 718.504(14))

Lease of Recreational and Other
Facilities to be Used by Unit Owners
with Other Condo's (See 718.503(2)(k))

N/A

Description of Management for Single
Management of Multiple Condominiums
(See 718.503(2)(k))

N/A

Conversion
Inspection Report

N/A

Conversion Termite Inspection Report

N/A

Plot Plan

Floor Plan

Survey of Land and Graphic

Description of Improvements

Executed Escrow Agreement

Plans and Specifications

MADE AVAILABLE

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. THE PURCHASE AGREEMENT IS ALSO VOIDABLE BY BUYER DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this ____ day of _____, 1987.

BUYER

BUYER

ESCROW AGREEMENT FOR PURCHASE AGREEMENT DEPOSITS

THIS ESCROW AGREEMENT is made this 9th day of February, 1987, by and between Sunstyle Homes Corporation, a Florida corporation, hereinafter called "DEVELOPER" and Raymond International, Inc., hereinafter called "ESCROW AGENT."

WITNESSETH:

WHEREAS, DEVELOPER is the developer of SUN KETCH II, A CONDOMINIUM, located in Treasure Island, Florida; and

WHEREAS, DEVELOPER intends to enter into Purchase Agreements with purchasers for Units in said Condominium, and DEVELOPER will receive money deposits from purchasers (hereinafter "Purchase Deposits") some or all of which may be in excess of ten percent (10%) of the purchase price of said Units; and

WHEREAS, DEVELOPER desires to have ESCROW AGENT hold said deposits in escrow pursuant to the provisions of Chapter 718, Florida Statutes and the provisions of this Agreement; and

WHEREAS, ESCROW AGENT is willing to hold said deposits in escrow in accordance with the requirements of said Chapter 718 and this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. Upon execution of a Purchase Agreement for a Unit in said Condominium by a purchaser who has previously made a Reservation Deposit held in escrow by ESCROW AGENT, said Reservation Deposit shall cease to be governed by the terms of Section 718.202(6), Florida Statutes, and said Reservation Deposit shall be held in escrow by ESCROW AGENT in accordance with the provisions of Sections 718.202(1)-(5), Florida Statutes and the provisions of this Agreement.
2. Upon execution of a Purchase Agreement for a Unit in said Condominium by a purchaser who has not previously executed a Reservation Deposit, ESCROW AGENT shall accept the Purchase Deposit and hold said deposit in accordance with the terms of Sections 718.202(1)-(5), Florida Statutes and the terms of this Agreement.
3. DEVELOPER agrees that all monies received by it as deposits for the purchase of Units shall be deposited with ESCROW AGENT in escrow as soon as practical. With each deposit of monies, DEVELOPER shall advise ESCROW AGENT of the name and address of the purchaser who paid the monies to DEVELOPER.
4. ESCROW AGENT shall hold all Purchase Deposits up to ten percent (10%) of the purchase price of a Condominium Unit, and shall deposit such monies in separate accounts, or in a common escrow or trust account, or commingled with other escrow or trust accounts handled by or received by the ESCROW AGENT. Monies in said accounts shall be available at reasonable times for withdrawal in full by Escrow Agent. These deposits held in escrow under this Agreement shall not be held in interest bearing accounts.
5. ESCROW AGENT shall disburse the escrowed Purchase Deposit up to ten percent (10%) of the purchase price, as follows:
 - (a) To a Condominium purchaser who has executed a binding Purchase Agreement, upon written notice from DEVELOPER that such purchaser has properly terminated his Purchase Agreement; or
 - (b) To DEVELOPER, upon receipt of written notice from DEVELOPER that the purchaser has defaulted under his Purchase Agreement; or
 - (c) To DEVELOPER, at closing, unless prior to disbursement ESCROW AGENT receives from the purchaser written notice of a dispute between purchaser and DEVELOPER.

6. ESCROW AGENT shall also hold all Purchase Deposits in excess of ten percent (10%) of the purchase price of a Condominium Unit in a separate trust account maintained by ESCROW AGENT. The account may be interest bearing, if directed by DEVELOPER.

7. ESCROW AGENT shall disburse escrowed Purchase Deposits in excess of ten percent (10%) of the purchase price of a Condominium Unit, together with any interest earned, as follows:

- (a) To a Condominium purchaser who has executed a binding Purchase Agreement, upon written notice from DEVELOPER that such purchaser has properly terminated his Purchase Agreement; or
- (b) To DEVELOPER, upon receipt of written notice from DEVELOPER that the purchaser has defaulted under his Purchase Agreement; or
- (c) To DEVELOPER, when construction of the Condominium Improvements has begun, to be used by DEVELOPER for actual construction and development of the Condominium Property. DEVELOPER may not use any of such monies for salaries, commissions, or expenses of salesmen, or for advertising purposes.

8. Upon request ESCROW AGENT shall issue a receipt to purchaser for any deposits.

9. ESCROW AGENT undertakes to perform only such duties as are expressly set forth herein.

10. The ESCROW AGENT may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The ESCROW AGENT shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and DEVELOPER agrees to indemnify and hold the ESCROW AGENT harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of the ESCROW AGENT.

11. In the event of disagreement about the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the ESCROW AGENT hereunder, ESCROW AGENT may, at its sole discretion, file an action in interpleader to resolve said disagreement. ESCROW AGENT shall be indemnified by DEVELOPER for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

12. In the event ESCROW AGENT is joined as a party to a lawsuit by virtue of the fact that it is holding a purchaser's deposit, ESCROW AGENT shall, at its option, either tender said deposit to the registry of the court or disburse same in accordance with the court's ultimate disposition of the cause and ESCROW AGENT shall be entitled to its reasonable attorneys' fees and court costs in accordance with the terms of this Agreement.

13. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement shall be made a part, in its entirety, of any prospectus (required by Chapter 718, Florida Statutes) distributed to purchasers or prospective purchasers of condominium units in Sun Ketch II. A Condominium.

14. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successor and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed the day and year first above written.

Witnesses:

Arnold H. Borer

Phyllis A. Carson
As to DEVELOPER

Betty J. Allen

[Signature]
As to ESCROW AGENT

SUNSTYLE HOMES CORPORATION,
a Florida corporation.

By: [Signature]
"DEVELOPER"

(Corporate Seal)

RAYMOND INTERNATIONAL, INC.

By: [Signature]
"ESCROW AGENT"

(Corporate Seal)

EXHIBIT M

WARRANTY DEED

THIS DEED, made this ___ day of _____, 198 __, between Sunstyle Homes Corporation, a Florida corporation, as "GRANTOR", and _____, whose post office address is _____, as "GRANTEE". (Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Pinellas and State of Florida, to wit:

Condominium Unit No. ___ of Building No. ___ of SUN KETCH II, A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Record Book ____, at Page ____, of the Public Records of Pinellas County, Florida; together with an undivided share in the common elements appurtenant thereto.

This conveyance is subject to the following:

1. Real estate taxes, and any other taxes and assessments imposed by other taxing authorities for the year in which this transaction is closed and years subsequent thereto;
2. Existing zoning ordinances and easements of record;
3. Covenants, conditions, reservations, restrictions, terms and other provisions of the Declaration of Condominium and its Exhibits of SUN KETCH II, A CONDOMINIUM.
4. Easements existing and to be created for ingress and egress to the property.
5. The Condominium Act of the State of Florida, the same being Chapter 718, Florida Statutes.
6. Rights of the United States Government and/or the State of Florida arising under the United States Government control over navigable waters and the inalienable rights of the State of Florida in the lands or waters of similar character as to any part of the premises herein described which may be artificially filled in lands in what was formerly navigable waters, and any accretions thereto.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same fee simple forever.

The GRANTOR hereby fully warrants the title to the said real property, and will defend the same, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its name by its _____ this ___ day of _____, 198 __.

Signed, sealed and delivered in the presence of:

SUNSTYLE HOMES CORPORATION, a Florida corporation

By: _____

Its: _____ (Corporate Seal)

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 198 __, by _____ as _____ of SUNSTYLE HOMES CORPORATION, a Florida Corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida at large

JOINDER OF MORTGAGEE

GOLDOME SAVINGS BANK f/k/a

The undersigned, GOLDOME SAVINGS ASSOCIATION, a Florida corporation, owner and holder of that certain mortgage dated August 13, 1984, and recorded on August 17, 1984, in Official Records Book 5825, at Page 1160, of the Public Records of Pinellas County, Florida, hereby joins in the Declaration of Condominium of SUN KETCH II, A CONDOMINIUM, pursuant to and in accordance with §718.104(3), Florida Statutes, for the sole purpose of granting its consent to the creation of the aforesaid condominium.

Signed, sealed and delivered in the presence of:

GOLDOME SAVINGS BANK f/k/a
GOLDOME SAVINGS ASSOCIATION,
a Florida corporation

Wonna J. Pott
Dorothy A. Youland

By: Brenda R. Aiossa
Brenda R. Aiossa
Its: Assistant Vice President
(Corporate Seal)

Attest:

By: [Signature]
Its: Secretary

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 10th day of July, 1987, by Brenda R. Aiossa and D. Sigrid Casey as Assistant Vice President and Secretary respectively of GOLDOME SAVINGS ASSOCIATION, a Florida corporation on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 17, 1989

Wonna J. Pott
Notary Public

Cash	11 01 1
	33.00
	65.00
Int	
	8.00
Tot	106.00

Karlton E. DeBlaker
 CLERK OF THE COUNTY COURT
 PINELLAS COUNTY, FLORIDA

FIRST AMENDMENT TO
 DECLARATION OF CONDOMINIUM
 OF

JUL 17 12 38 PM '87

SUN KETCH II, A CONDOMINIUM

This First Amendment to the Declaration of Condominium of Sun Ketch II, A Condominium is made this 15th day of July, 1987 by SUNSTYLE HOMES CORPORATION, a Florida corporation (the "Developer").

W I T N E S S E T H

WHEREAS, the Declaration of Condominium of Sun Ketch II, A Condominium (the "Declaration") was recorded in O. R. Book 6541, Page 1815, of the Official Records of Pinellas County, Florida; and

WHEREAS, Section 718.104(4)(E), Florida Statutes, provides that completed units within each substantially completed building in a condominium development may be conveyed to purchasers, notwithstanding that other buildings in the condominium are not substantially completed, provided that the building in which the units to be conveyed is completed in accordance with the terms of Section 718.104(4)(E), Florida Statutes, and a Certificate of Surveyor in compliance with said section is recorded with the original Declaration or as an amendment to the Declaration; and

WHEREAS, Buildings 1, 2 and 3 of Sun Ketch I, A Condominium - Phase One are substantially completed in accordance with Section 718.104(4)(E), Florida Statutes; and

WHEREAS, the Developer desires to file the Surveyor Certificate required for said Buildings 1, 2 and 3, along with a final Site Plan and Building Plan for said Buildings;

NOW, THEREFORE, the Developer makes the following declarations:

1. The Declaration of Condominium of Sun Ketch II, A Condominium is hereby amended to add the Certificate of

This Instrument Prepared by
 and Return to:
 Patrick G. Emmanuel, Jr., Esq.
 Taub & Williams, P.A.
 P. O. Box 3430
 Tampa, Florida 33602

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 96 Pages 84 thru 88 incl.

Surveyor, the Site Plan Overall, the Site Plan Phase One and the Building Plan for Buildings 1, 2, and 3, copies of which are attached hereto as Exhibits "A," "B," "C," and "D" respectively.

2. This Amendment is subject to the terms, conditions and requirements of the Declaration and to Chapter 718 of the Florida Statutes.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officer thereunto duly authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]
[Signature]

SUNSTYLE HOMES CORPORATION,
a Florida corporation

By: [Signature]
Ralph W. Quartetti, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared RALPH W. QUARTETTI to me well known and known to me to be the President of SUNSTYLE HOMES CORPORATION, a Florida corporation, the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there the said RALPH W. QUARTETTI did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporation seal by him in likely capacity affixed; all under authority in him duly vested by the Board of Directors of said Corporation.

WITNESS my hand and official seal this 15th day of July, 1987.

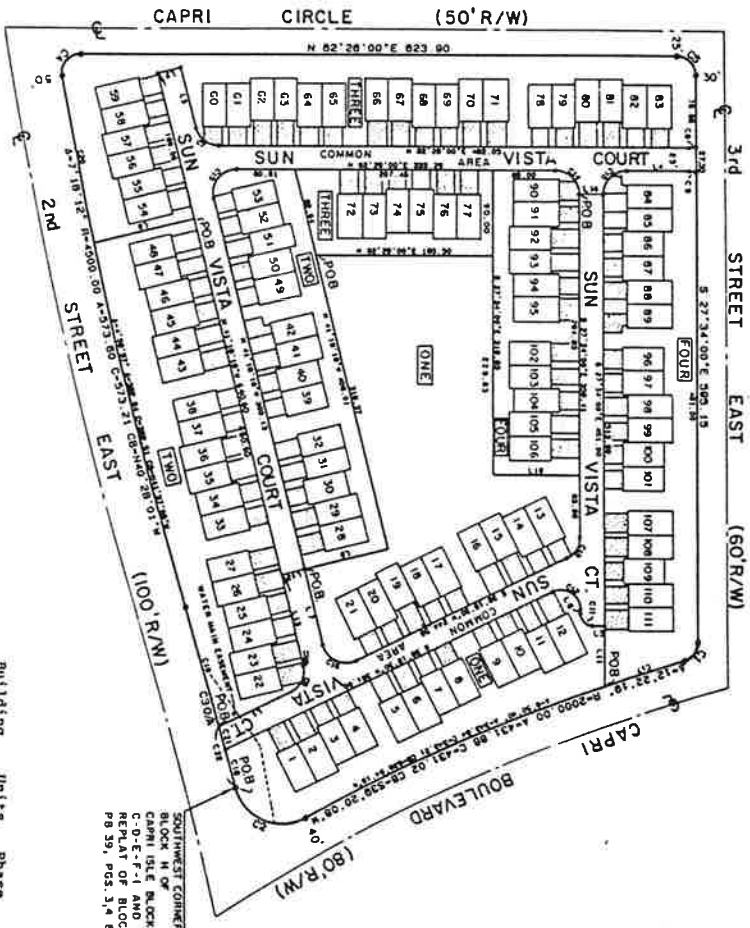
My Commission Expires:

Notary Public, State of Florida
My Commission Expires 12/31/87
Bonded by SAFECO Insurance Company of America

[Signature]
Notary Public
State of Florida

"Exhibit B"

SUN KETCH II, A CONDOMINIUM PHASE ONE PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



SUN KETCH II, A CONDOMINIUM PHASE ONE PROPOSED
 REPORT OF BLOCKS H-6
 PG 39, PGS 1, 4 & 5

LINE TABLE

LINE	BEARING	DISTANCE
1	N 30° 18' 30" E	83.35
2	N 48° 45' 41" E	20.00
3	N 41° 18' 18" E	60.00
4	S 82° 28' 00" W	12.50
5	N 41° 18' 18" E	60.00
6	N 48° 45' 41" E	108.00
7	N 41° 18' 18" E	60.00
8	N 48° 45' 41" E	108.00
9	N 41° 18' 18" E	60.00
10	N 48° 45' 41" E	108.00
11	N 41° 18' 18" E	60.00
12	N 48° 45' 41" E	108.00
13	N 41° 18' 18" E	60.00
14	S 82° 28' 00" W	25.00

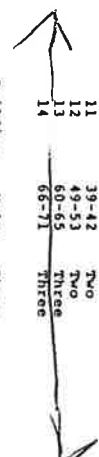
CURVE TABLE

CURVE	FEET	RADIUS	ABC	CHORD BEAR	CHORD BEAR
1	73.18	281.78	281.78	N 30° 18' 30" E	83.35
2	108.11	400.00	400.00	N 48° 45' 41" E	20.00
3	227.14	800.00	800.00	N 41° 18' 18" E	60.00
4	86.14	300.00	300.00	N 48° 45' 41" E	108.00
5	90.00	300.00	300.00	N 41° 18' 18" E	60.00
6	172.50	600.00	600.00	N 48° 45' 41" E	108.00
7	172.50	600.00	600.00	N 41° 18' 18" E	60.00
8	172.50	600.00	600.00	N 48° 45' 41" E	108.00
9	172.50	600.00	600.00	N 41° 18' 18" E	60.00
10	172.50	600.00	600.00	N 48° 45' 41" E	108.00
11	172.50	600.00	600.00	N 41° 18' 18" E	60.00
12	172.50	600.00	600.00	N 48° 45' 41" E	108.00
13	172.50	600.00	600.00	N 41° 18' 18" E	60.00
14	172.50	600.00	600.00	N 48° 45' 41" E	108.00
15	172.50	600.00	600.00	N 41° 18' 18" E	60.00
16	172.50	600.00	600.00	N 48° 45' 41" E	108.00
17	172.50	600.00	600.00	N 41° 18' 18" E	60.00
18	172.50	600.00	600.00	N 48° 45' 41" E	108.00
19	172.50	600.00	600.00	N 41° 18' 18" E	60.00
20	172.50	600.00	600.00	N 48° 45' 41" E	108.00
21	172.50	600.00	600.00	N 41° 18' 18" E	60.00
22	172.50	600.00	600.00	N 48° 45' 41" E	108.00



NOTES

- All easements noted on:
 Chicago Title Insurance Company
 A.L.T.A. Commitment No. 10 046 10 07209, as
 endorsed February 9, 1984, issued by Lawyers
 Land Title Corporation, St. Petersburg,
 Florida, have been depicted hereon.
 Easements as shown on plat of "Capri Isle
 Blocks A, B, K, J, C" and "I", Plat Book 38, Page
 1 and "Capri Isle Blocks C, D, E, F, and I, and
 Blocks H and G", Plat Book 39, Page
 4, and "Capri Isle Blocks G, H and I", Plat Book
 40, Page 4, and "Capri Isle Blocks J, K, L, M,
 N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC,
 AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO,
 AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ,
 BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL,
 BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX,
 BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ,
 CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV,
 CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH,
 DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT,
 DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF,
 EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER,
 ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD,
 FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP,
 FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB,
 GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN,
 GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY,
 GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK,
 HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV,
 HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II,
 IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV,
 IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI,
 JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV,
 JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH,
 KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT,
 KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF,
 LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR,
 LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD,
 ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO,
 MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ,
 NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL,
 NM, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX,
 NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ,
 OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV,
 OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH,
 PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT,
 PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF,
 QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR,
 QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD,
 RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP,
 RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB,
 SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN,
 SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ,
 TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL,
 TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX,
 TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ,
 UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UV, UW,
 UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI,
 VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU,
 VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG,
 WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR,
 WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC,
 XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN,
 XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ,
 YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK,
 YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV,
 YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH,
 ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT,
 ZU, ZV, ZW, ZX, ZY, ZZ
- Phase indicated thus: **ONE**
- Note 3 does not apply to units 1-12.



Building	Units	Phase
1	1-4	One
2	3-6	One
3	9-12	One
4	17-21	One
5	13-16	One
6	22-27	Two
7	33-38	Two

Building	Units	Phase
8	43-48	Two
9	54-59	Three
10	28-32	Two
11	33-42	Two
12	43-53	Two
13	60-65	Three
14	66-71	Three

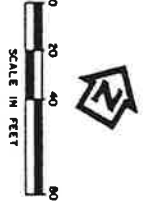
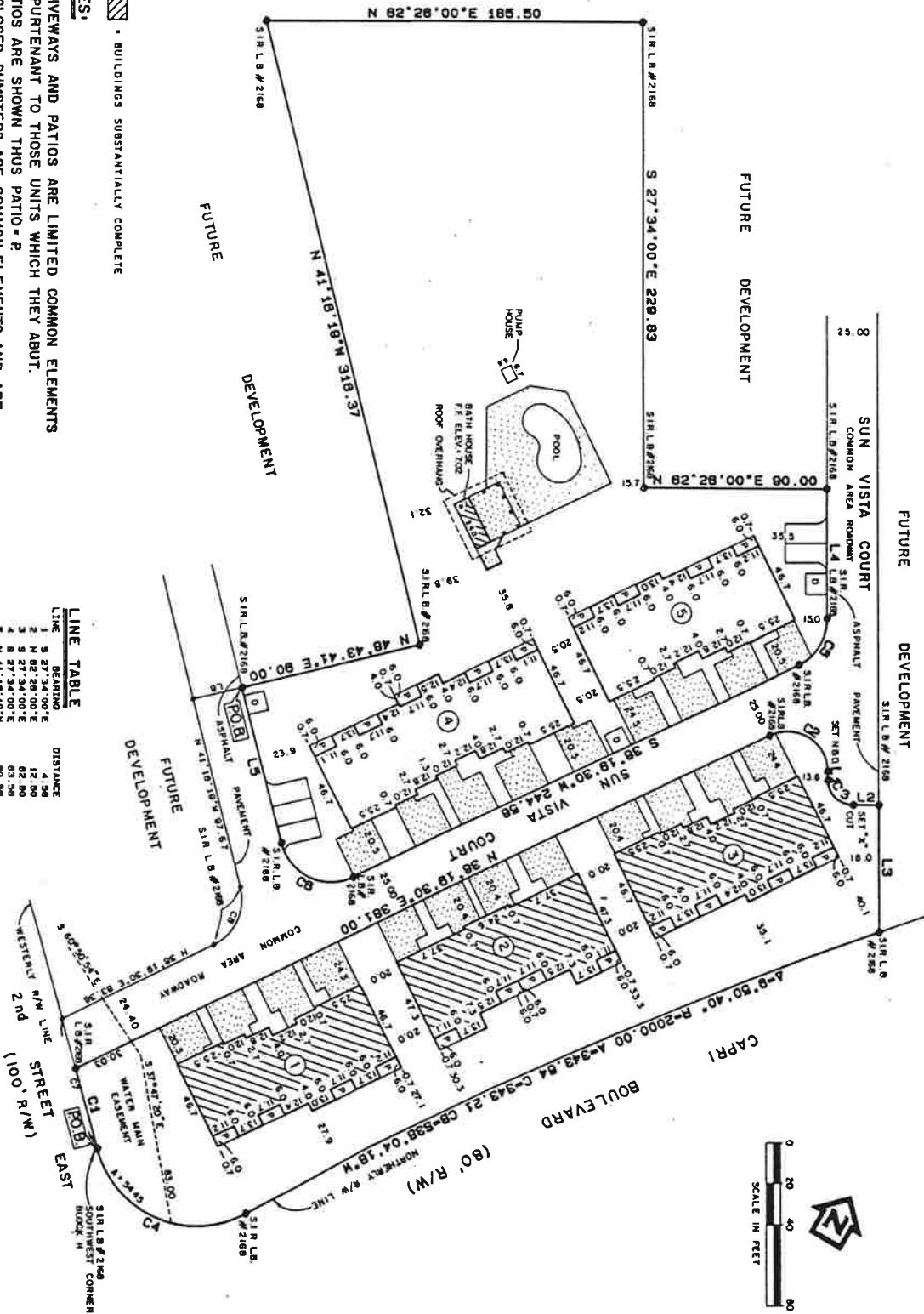
SITE PLAN OVERALL

CUMBEY & FAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 34623

"Exhibit C"

SUN KETCH II, A CONDOMINIUM PHASE ONE PROPOSED

A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



NOTES:
 ■ BUILDINGS SUBSTANTIALLY COMPLETE

1. DRIVEWAYS AND PATIOS ARE LIMITED COMMON ELEMENTS APURTENANT TO THOSE UNITS WHICH THEY ABUT.
2. PATIOS ARE SHOWN THUS PATIO - P
3. ENCLOSED DUMPSTERS ARE COMMON ELEMENTS AND ARE SHOWN THUS DUMPSTER - D.
4. ALL BUILDINGS ARE TWO STORY MASONRY AND-FRAME.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED. IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS, UNIT TYPES AND LOCATION.
8. NOTES 5, 6, & 7 APPLY ONLY TO BUILDINGS 4 AND 5.
9. ELEVATIONS SHOWN HEREON BASED ON SEA LEVEL DATUM, MEAN SEA LEVEL = 0.00.

LINE TABLE

LINE	BEARING	DISTANCE
1	S 27°34'00\"E	4.96
2	N 62°26'00\"E	12.90
3	S 27°34'00\"E	62.90
4	N 62°26'00\"E	60.96
5	S 27°34'00\"E	25.00
6	N 62°26'00\"E	4800.00
7	S 27°34'00\"E	25.00
8	N 62°26'00\"E	25.00

CURVE TABLE

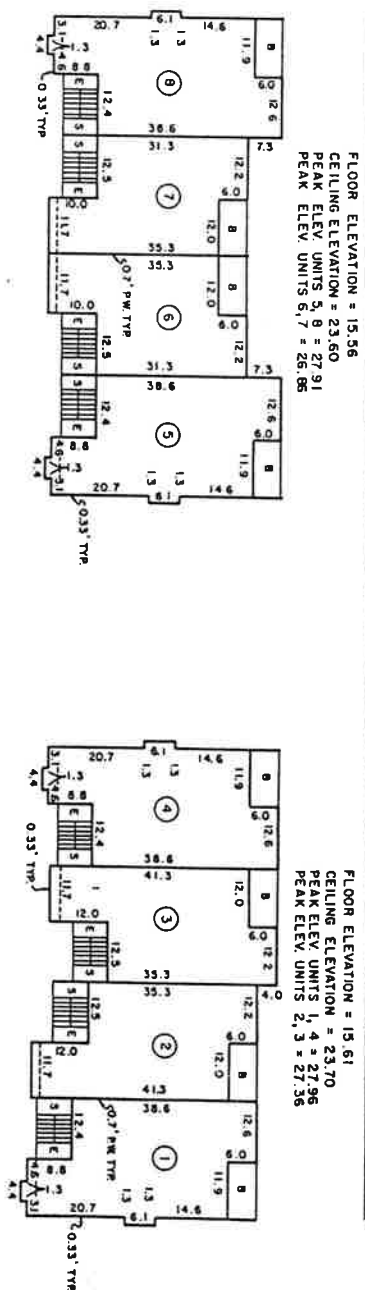
CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEAR
1	0°31'06\"	4800.00	41.92	41.92	N 41°56'28\"N
2	116°08'30\"	20.00	40.53	33.94	N 80°37'10\"E
3	60°00'00\"	12.90	18.83	17.86	N 72°34'00\"E
4	108°11'08\"	60.00	91.78	78.43	N 80°44'33\"N
5	63°53'30\"	25.00	27.86	26.87	N 87°51'36\"N
6	100°48'42\"	4800.00	86.51	86.51	N 42°24'44\"N
7	77°36'48\"	25.00	35.86	31.33	N 02°28'24\"N

SITE PLAN
PHASE ONE
 CUMBEY & PAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 34623

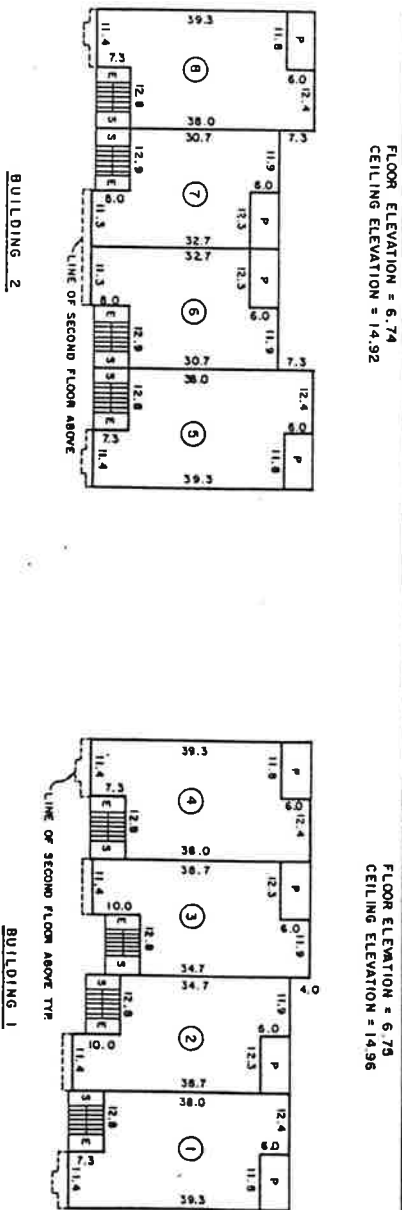
"Exhibit D"

SUN KETCH II, A CONDOMINIUM PHASE ONE PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

SECOND FLOOR



FIRST FLOOR



- NOTES**
- ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL = 0.00 FEET.
 - THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 - ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 - BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.

- LEGEND**
- E - ENTRY
 - B - BALCONY
 - P - PATIO
 - S - STAIRS
 - ① - UNIT NUMBER



BUILDING PLAN

CUMBEY & FAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 34623

7-7-87

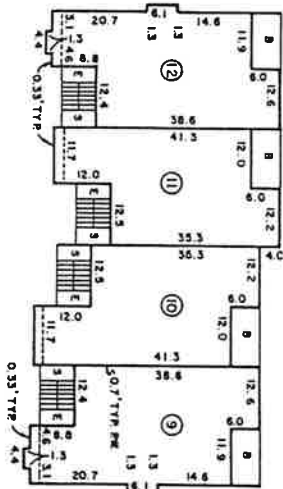
SHEET 4 OF 5

"Exhibit D" (Continued)

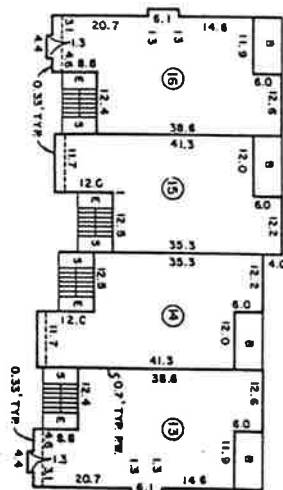
SUN KETCH II, A CONDOMINIUM PHASE ONE PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

SECOND FLOOR

FLOOR ELEVATION = 15.53
 CEILING ELEVATION = 23.59
 PEAK ELEV. UNITS 9, 12 = 27.91
 PEAK ELEV. UNITS 10, 11 = 27.37

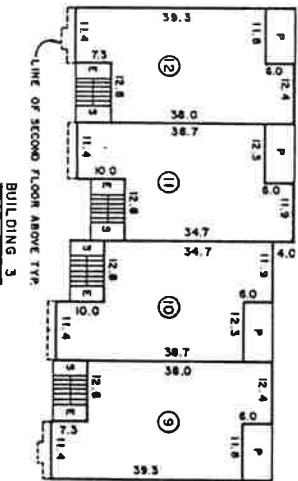


FLOOR ELEVATION = 15.50
 CEILING ELEVATION = 23.55
 PEAK ELEV. UNITS 13, 16 = 27.85
 PEAK ELEV. UNITS 14, 15 = 27.31

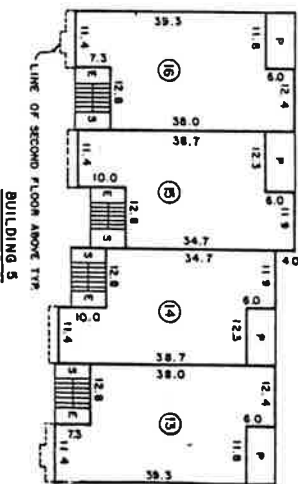


FIRST FLOOR

FLOOR ELEVATION = 6.70
 CEILING ELEVATION = 14.90



FLOOR ELEVATION = 6.70
 CEILING ELEVATION = 14.91



NOTES

1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL = 000 FEET.
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
4. BALCONIES, PATIOS STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP. IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.
8. NOTES 5, 6, 7 ONLY APPLY TO BUILDING 5.

LEGEND

- E = ENTRY
- B = BALCONY
- P = PATIO
- S = STAIRS
- ① UNIT NUMBER

NOT SUBSTANTIALLY COMPLETE



BUILDING PLAN

CUMBER & FAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 34623
 7-7-87 SHEET 5 OF 5

87189990

8654782374

SECOND AMENDMENT TO

DECLARATION OF CONDOMINIUM

OF

SUN KETCH II, A CONDOMINIUM

Karla F. DeBlanc

RECORDED IN O. R. BOOK 6541, PAGE 1815, PINELLAS COUNTY, FLORIDA

JUL 27 3 09 PM '87

01 Cash \$1 Eng
40 Rec 3300
41 DS
43 Int
Tot 3300

This Second Amendment to the Declaration of Condominium of Sun Ketch II, A Condominium is made this 27th day of July, 1987, by SUNSTYLE HOMES CORPORATION, a Florida corporation (the "Developer").

W I T N E S S E T H

WHEREAS, the Declaration of Condominium of Sun Ketch II, A Condominium (the "Declaration") was recorded in O. R. Book 6541, Page 1815, of the Official Records of Pinellas County, Florida; and

WHEREAS, the First Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6541, Page 1863 of the Official Records of Pinellas County, Florida; and

WHEREAS, Pages 18 through 22 , inclusive, of the Declaration were recorded without the exhibit labels being attached thereto; and

WHEREAS, the Developer wishes to record this Amendment in order to replace said Pages 18 through 22, inclusive, with pages which contain the correct exhibit labels; and

WHEREAS, in Article III(E) of the Declaration the Developer reserved the right to make nonmaterial changes in the plot plan, floor plan and legal description of any Phase;

NOW, THEREFORE, the Developer makes the following declarations:

1. The Declaration of Condominium of Sun Ketch II, A Condominium is hereby amended by deleting Pages 18 through 22, inclusive, and substituting therefore Exhibit "A-1," Exhibit "A-2," Exhibit "A-3," Exhibit "B," and Exhibit "B-1" attached hereto. The only changes that have been made to these pages is that the appropriate exhibit label has been added to each page.

Original Condominium Plat, pertaining hereto are recorded in Condominium Plat Book 96 Pages 75 thru 83.

This Instrument Was Prepared By
and Return to Patrick G. Emmanuel of
TAGG AND WILLIAMS
100 S. Ashley Dr., Suite 2100
P.O. Box 3130, Tampa, FL 33601

RETURN TO

2. This Amendment is subject to the terms, conditions, and requirements of the Declaration and to Chapter 718 of the Florida Statutes.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officer thereunto duly authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SUNSTYLE HOMES CORPORATION, a Florida Corporation

Sharon Lerner

By: [Signature]
Ralph W. Quartetti, President

Jimmy H. Brier

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared RALPH W. QUARTETTI to me well known and known to me to be the President of SUNSTYLE HOMES CORPORATION, a Florida corporation, the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there the said RALPH W. QUARTETTI did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporation seal by him in likely capacity affixed; all under authority in him duly vested by the Board of Directors of said Corporation.

WITNESS my hand and official seal this 27 day of July, 1987.

My Commission Expires:

[Signature]
Notary Public
State of Florida

EXHIBIT "A-1"

SUN KETCH II, A CONDOMINIUM PROPOSED
A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

PHASE ONE

That portion of Block H, CAPRI ISLE BLOCKS C-D-E-F-I and A REPLAT OF BLOCKS H-G, as recorded in Plat Book 39, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Begin at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100.00 foot right-of-way) being a curve concave Southeast, having a radius of 4600.00 feet; thence Northwest along said curve and right-of-way, 41.62 feet through a central angle of 00°31'06" (C.B. N. 41°55'26" W., 41.62 feet); thence leaving said right-of-way line, non-tangent, N. 36°19'30" E., 381.00 feet to a curve concave South, having a radius of 20.00 feet; thence Easterly along said curve, 40.53 feet through a central angle of 116°06'30" (C.B. S. 85°37'15" E., 31.94 feet); thence S. 27°34'00" E., 4.58 feet to a curve concave North, having a radius of 12.50 feet; thence Southeast along said curve, 19.63 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 17.68 feet); thence N. 62°26'00" E., 12.50 feet; thence S. 27°34'00" E., 62.80 feet to the Northerly right-of-way line of Capri Boulevard (80 foot right-of-way) being a non-tangent curve concave Southeast, having a radius of 2000.00 feet; thence Southeast along said curve and right-of-way, 343.64 feet through a central angle of 09°50'40" (C.B. S. 38°04'18" W., 343.21 feet) to a reverse curve concave North, having a radius of 50.00 feet; thence Easterly along said curve and right-of-way, 91.79 feet through a central angle of 105°11'09" (C.B. S. 85°44'33" W., 79.43 feet) to the POINT OF BEGINNING.

Containing 0.94 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100 foot right-of-way) being a curve concave Southeast, having a radius of 4600.00 feet; thence Northwest along said curve and right-of-way, 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N. 36°19'30" E., 83.16 feet to a curve concave West, having a radius of 25.00 feet; thence North along said curve, 31.86 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 97.67 feet to the POINT OF BEGINNING; thence N. 48°43'41" E., 25.00 feet; thence N. 41°16'19" W., 316.37 feet; thence N. 62°26'00" E., 185.50 feet; thence S. 27°34'00" E., 229.83 feet; thence N. 62°26'00" E., 90.00 feet; thence S. 27°34'00" E., 63.58 feet to a curve concave West, having a radius of 25.00 feet; thence South along said curve, 27.88 feet through a central angle of 63°53'30" (C.B. S. 04°22'45" W., 26.46 feet); thence S. 36°19'30" W., 244.56 feet to a curve concave North, having a radius of 25.00 feet; thence West along said curve, 44.68 feet through a central angle of 102°24'11" (C.B. S. 87°31'36" W., 38.97 feet); thence N. 41°16'19" W., 80.56 feet to the POINT OF BEGINNING.

Containing 1.62 Acres more or less.

Having a combined acreage of 2.56 acres more or less.

CERTIFICATION

The undersigned surveyor states that the construction of the improvements of SUN KETCH II, A CONDOMINIUM - Proposed is NOT substantially complete so that this survey, together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

1-12-87
Date

[Signature]
Cumbery & Fair, Inc.
Florida Registered Surveyor

PHASE TWO

That portion of Block H, CAPRI ISLE BLOCKS C-D-E-F-I and A REPLAT OF BLOCKS H-G, as recorded in Plat Book 39, Pages 3, 4, and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100.00 foot right-of-way) being a curve concave Southeast, having a radius of 4600.00 feet; thence Northwest along said curve and right-of-way, 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet) to the POINT OF BEGINNING; thence continue Northwest along said curve and right-of-way, 130.49 feet through a central angle of 01°37'32" (C.B. N. 43°18'21" W., 130.49 feet) to a reverse curve concave North, having a radius of 4500.00 feet; thence North along said curve and right-of-way, 392.64 feet through a central angle of 04°59'57" (C.B. N. 41°37'08" W., 392.51 feet); thence leaving said right-of-way line, non-tangent, N. 48°43'41" E., 108.06 feet; thence S. 41°16'19" E., 480.60 feet to a curve concave West, having a radius of 25.00 feet; thence South along said curve, 31.86 feet through a central angle of 77°35'49" (C.B. S. 02°28'24" E., 31.33 feet); thence S. 36°19'30" W., 83.16 feet to the POINT OF BEGINNING.

Containing 1.27 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100 foot right-of-way) being a curve concave Southeast, having a radius of 4600.00 feet; thence Northwest along said curve and right-of-way, 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N. 36°19'30" E., 83.16 feet to a curve concave West, having a radius of 25.00 feet; thence North along said curve, 31.86 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 97.67 feet; thence N. 48°43'41" E., 25.00 feet to the POINT OF BEGINNING; thence N. 41°16'19" W., 399.13 feet to a curve concave Southeast, having a radius of 25.00 feet; thence North along said curve, 45.32 feet through a central angle of 103°42'19" (C.B. N. 10°34'51" E., 39.32 feet); thence N. 62°26'00" E., 60.81 feet; thence S. 41°16'19" E., 109.49 feet; thence S. 48°43'41" W., 90.00 feet to the POINT OF BEGINNING.

Containing 0.86 acres more or less.

Having a combined acreage of 2.13 acres more or less.

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Description Phases Three & Four	3
Description Common Area Roadway	4
Site Plan Overall	5
Site Plan Phase One	6
Building Plan	7
Building Plan	8
Unit & Bath House Floor Plans	9

CUMBERY & FAIR, INC.
2463 Enterprise Road
Clearwater, Florida 33575

EXHIBIT "A-2"

SUN KETCH II, A CONDOMINIUM PROPOSED
A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

PHASE THREE

That portion of Block H, CAPRI ISLE BLOCKS C-D-E-F-I and A REPLAY OF BLOCKS H-G, as recorded in Plat Book 19, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the Westealy right-of-way line of 2nd Street East (100 foot right-of-way), being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwesterly along said curve and right-of-way, 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N.36°19'30"E., 83.36 feet to a curve concave Westealy, having a radius of 25.00 feet; thence Northwesterly along said curve, 33.86 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 480.60 feet to the POINT OF BEGINNING; thence S. 48°43'41" W., 108.06 feet to said Easterly right-of-way line of 2nd Street East, being a non-tangent curve concave Northwesterly, having a radius of 4500.00 feet; thence Northwesterly along said curve and right-of-way, 180.96 feet through a central angle of 02°18'15" (C.B. N. 37°58'03" W., 180.95 feet to a compound curve concave Southwesterly, having a radius of 20.00 feet; thence Northwesterly along said curve and right-of-way, 34.64 feet through a central angle of 99°14'55" (C.B. N. 12°48'32" E., 30.47 feet) to the Southerly right-of-way line of Capitol Circle (50 foot right-of-way); thence along said right-of-way line, N. 62°26'00" E., 623.90 feet to a curve concave Southwesterly, having a radius of 20.00 feet; thence Southeastery along said curve and right-of-way, 31.42 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 28.28 feet) to the Westealy right-of-way line of 3rd Street East (60 foot right-of-way); thence along said right-of-way line, S. 27°34'00" E., 76.85 feet to a non-tangent curve concave Northwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. S. 53°42'16" W., 7.59 feet); thence S. 62°26'00" W., 492.05 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence Westealy along said curve, 31.29 feet through a central angle of 76°17'41" (C.B. N. 79°25'09" W., 30.88 feet); thence N. 41°16'19" W., 66.60 feet; thence S. 48°43'41" W., 25.00 feet; thence S. 41°16'19" E., 160.00 feet to the POINT OF BEGINNING.

Containing 1.65 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block H, being a point on the Westealy right-of-way line of 2nd Street East (100 foot right-of-way), being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwesterly along said curve and right-of-way, 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N.36°19'30"E., 83.36 feet to a curve concave Westealy, having a radius of 25.00 feet; thence Northwesterly along said curve, 33.86 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 480.60 feet to the POINT OF BEGINNING; thence S. 48°43'41" W., 108.06 feet to said Easterly right-of-way line of 2nd Street East, being a non-tangent curve concave Northwesterly, having a radius of 4500.00 feet; thence Northwesterly along said curve and right-of-way, 180.96 feet through a central angle of 02°18'15" (C.B. N. 37°58'03" W., 180.95 feet to a compound curve concave Southwesterly, having a radius of 20.00 feet; thence Northwesterly along said curve and right-of-way, 34.64 feet through a central angle of 99°14'55" (C.B. N. 12°48'32" E., 30.47 feet) to the Southerly right-of-way line of Capitol Circle (50 foot right-of-way); thence along said right-of-way line, N. 62°26'00" E., 623.90 feet to a curve concave Southwesterly, having a radius of 20.00 feet; thence Southeastery along said curve and right-of-way, 31.42 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 28.28 feet) to the Westealy right-of-way line of 3rd Street East (60 foot right-of-way); thence along said right-of-way line, S. 27°34'00" E., 76.85 feet to a non-tangent curve concave Northwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. S. 53°42'16" W., 7.59 feet); thence S. 62°26'00" W., 492.05 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence Westealy along said curve, 31.29 feet through a central angle of 76°17'41" (C.B. N. 79°25'09" W., 30.88 feet); thence N. 41°16'19" W., 66.60 feet; thence S. 48°43'41" W., 25.00 feet; thence S. 41°16'19" E., 160.00 feet to the POINT OF BEGINNING.

Containing 0.41 acres more or less.

Having a combined acreage of 2.06 acres more or less.

PHASE FOUR

That portion of Block H, CAPRI ISLE BLOCKS C-D-E-F-I and A REPLAY OF BLOCKS H-G, as recorded in Plat Book 19, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the Westealy right-of-way line of 2nd Street East (100.00 foot right-of-way), being a curve concave Northwesterly, having a radius of 50.00 feet; thence Easterly along said curve and right-of-way, 91.79 feet through a central angle of 105°11'09" (C.B. N. 85°44'33" E., 79.33 feet) to the Northwesterly right-of-way line of Capitol Boulevard (80 foot right-of-way), being a reverse curve concave Southeastery, having a radius of 2000.00 feet; thence Northwesterly along said curve and right-of-way, 343.64 feet through a central angle of 09°50'40" (C.B. N. 38°04'18" E., 343.21 feet) to the POINT OF BEGINNING; thence leaving said curve and right-of-way, non-tangent, N. 513.80 feet to a curve concave Southeastery, having a radius of 25.00 feet; thence Northwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. N. 17°26'00" E., 35.16 feet); thence N. 62°26'00" E., 65.50 feet to a curve concave Southwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. N. 71°09'44" E., 7.59 feet) to the Westealy right-of-way line of 3rd Street East (60 foot right-of-way); thence along said right-of-way line, S. 27°34'00" E., 491.00 feet to a curve concave Westealy, having a radius of 20.00 feet; thence along said curve and right-of-way, Southwesterly, 25.51 feet through a central angle of 73°05'17" (C.B. S. 08°58'38" W., 23.82 feet) to said Northwesterly right-of-way line of Capitol Boulevard, being a reverse curve concave Southeastery, having a radius of 2000.00 feet; thence Southwesterly along said curve and right-of-way, 88.22 feet through a central angle of 02°31'39" (C.B. S. 44°15'27" W., 88.22 feet) to the POINT OF BEGINNING.

Containing 1.17 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block H, being a point on the Westealy right-of-way line of 2nd Street East (100.00 foot right-of-way), being a curve concave Northwesterly, having a radius of 50.00 feet; thence Easterly along said curve and right-of-way, 91.79 feet through a central angle of 105°11'09" (C.B. N. 85°44'33" E., 79.33 feet) to the Northwesterly right-of-way line of Capitol Boulevard (80 foot right-of-way), being a reverse curve concave Southeastery, having a radius of 2000.00 feet; thence Northwesterly along said curve and right-of-way, 343.64 feet through a central angle of 09°50'40" (C.B. N. 38°04'18" E., 343.21 feet) to the POINT OF BEGINNING; thence leaving said curve and right-of-way, non-tangent, N. 513.80 feet to a curve concave Southeastery, having a radius of 25.00 feet; thence Northwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. N. 17°26'00" E., 35.16 feet); thence N. 62°26'00" E., 65.50 feet to a curve concave Southwesterly, having a radius of 25.00 feet; thence Northwesterly along said curve, 7.62 feet through a central angle of 17°27'27" (C.B. N. 71°09'44" E., 7.59 feet) to the Westealy right-of-way line of 3rd Street East (60 foot right-of-way); thence along said right-of-way line, S. 27°34'00" E., 491.00 feet to a curve concave Westealy, having a radius of 20.00 feet; thence along said curve and right-of-way, Southwesterly, 25.51 feet through a central angle of 73°05'17" (C.B. S. 08°58'38" W., 23.82 feet) to said Northwesterly right-of-way line of Capitol Boulevard, being a reverse curve concave Southeastery, having a radius of 2000.00 feet; thence Southwesterly along said curve and right-of-way, 88.22 feet through a central angle of 02°31'39" (C.B. S. 44°15'27" W., 88.22 feet) to the POINT OF BEGINNING.

Containing 0.66 acres more or less.

Having a combined acreage of 1.83 acres more or less.

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EXHIBIT "A-3"

SUN KETCH II, A CONDOMINIUM PROPOSED
A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

COMMON AREA ROADWAY

That portion of Block H, CAPRI ISLE BLOCKS C-D-F-P-I and A REPLAT OF BLOCK H-C, as recorded in Plat Book 39, Page 2, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the Westery right-of-way line of 2nd Street East (100 foot right-of-way) being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwest along said curve and right-of-way 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N. 36°19'30" E., 83.36 feet to a curve concave Westery, having a radius of 25.00 feet; thence Northwest along said curve, 33.86 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 97.67 feet; thence N. 48°43'41" E., 25.00 feet to the POINT OF BEGINNING; thence N. 41°16'19" W., 399.13 feet to a curve concave Southeastery, having a radius of 25.00 feet; thence Northwest along said curve, 33.29 feet through a central angle of 79°17'41" (C.B. S. 79°25'09" E., 30.88 feet); thence N. 62°26'00" E., 42.05 feet to a curve concave Northwestery, having a radius of 23.00 feet; thence Northwest along said curve, 7.59 feet through a central angle of 17°27'27" (C.B. N. 53°21'18" E., 7.59 feet) to the Westery right-of-way line of 3rd Street East (60 foot right-of-way); thence along said right-of-way line, non-tangent, S. 27°34'00" E., 27.30 feet to a non-tangent curve concave Southwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve, 7.42 feet through a central angle of 17°27'27" (C.B. S. 71°09'44" W., 7.59 feet); thence S. 62°26'00" W., 65.50 feet to a curve concave Southeastery, having a radius of 25.00 feet; thence Southwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 17°26'00" W., 39.26 feet); thence S. 27°34'00" E., 431.00 feet; thence S. 62°26'00" W., 12.50 feet to a curve concave Northwestery, having a radius of 12.50 feet; thence Northwest along said curve, 19.63 feet through a central angle of 90°00'00" (C.B. N. 72°34'00" W., 17.68 feet); thence N. 27°34'00" W., 4.38 feet to a curve concave Southerly, having a radius of 20.00 feet; thence Westery along said curve, 40.53 feet through a central angle of 116°06'30" (C.B. N. 85°37'15" W., 33.94 feet); thence S. 36°19'30" W., 381.00 feet to the POINT OF BEGINNING.

Containing 4.76 Acres more or less.

LESS:

Commence at the Southwest corner of said Block H, being a point on the Westery right-of-way line of 2nd Street East (100 foot right-of-way) being a curve concave Southwesterly, having a radius of 4600.00 feet; thence Northwest along said curve and right-of-way 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N. 36°19'30" E., 83.36 feet to a curve concave Westery, having a radius of 25.00 feet; thence Northwest along said curve, 33.86 feet through a central angle of 77°35'49" (C.B. N. 02°28'24" W., 31.33 feet); thence N. 41°16'19" W., 97.67 feet; thence N. 48°43'41" E., 25.00 feet to the POINT OF BEGINNING; thence N. 41°16'19" W., 399.13 feet to a curve concave Southeastery,

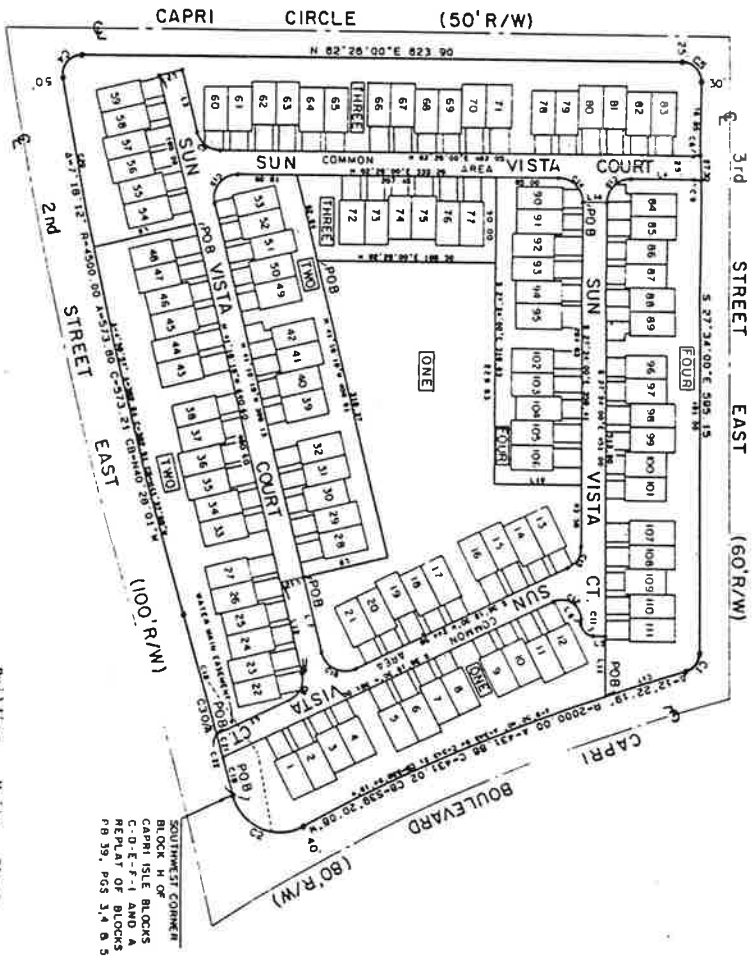
having a radius of 25.00 feet; thence Northerly along said curve, 45.25 feet through a central angle of 103°42'19" (C.B. N. 10°34'51" E., 19.32 feet); thence N. 62°26'00" E., 333.26 feet to a curve concave Southeastery, having a radius of 25.00 feet; thence Southwesterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 35.36 feet); thence S. 27°34'00" E., 358.41 feet to a curve concave Westery, having a radius of 25.00 feet; thence Southery along said curve, 27.88 feet through a central angle of 63°53'30" (C.B. S. 04°22'45" W., 26.46 feet); thence S. 36°19'30" W., 244.56 feet to a curve concave Northerly, having a radius of 25.00 feet; thence Westery along said curve, 44.68 feet through a central angle of 107°24'11" (C.B. S. 87°31'35" W., 38.97 feet); thence N. 41°16'19" W., 80.56 feet to the POINT OF BEGINNING.

Containing 3.54 acres more or less.

Having a total acreage of 1.22 acres more or less.

EXHIBIT "B"

SUN KETCH II, A CONDOMINIUM PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



- NOTES**
1. All easements noted on: Chicago Title Insurance Company A.L.T.A. Commitment No. 10 046 10 07209, as endorsed February 9, 1984, issued by Lawyers Land Title Corporation, St. Petersburg, Florida, have been depicted herein.
 2. Easements as shown on plat of "Capri Isle Blocks A,B,K,J,G, and H", Plat Book 18, Page 1 and "Capri Isle Blocks C,D,E,F", and I, and Replat of Blocks H and G", Plat Book 39, Page 3, Public Records of Pinellas County, Florida, do not encumber this site.
 3. All improvements shown hereon are PROPOSED and may be modified in accordance with the declaration, including but not limited to building configurations, unit types and location.
 4. Phase indicated thus: **TWO**

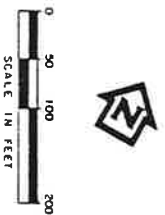
Building	Units	Phase
1	1-4	One
2	5-8	One
3	9-12	One
4	17-21	One
5	13-16	One
6	22-27	Two
7	33-38	Two
8	43-48	Two
9	54-59	Three
10	28-32	Two
11	39-42	Two
12	49-51	Two
13	60-65	Three
14	66-71	Three
15	72-77	Three
16	78-83	Three
17	90-95	Four
18	102-106	Four
19	84-89	Four
20	96-101	Four
21	107-111	Four

LINE TABLE

LINE	BEARING	DISTANCE
1	N 20° 18' 30" E	83.36
2	N 41° 18' 15" E	23.00
3	N 41° 18' 15" E	23.00
4	S 62° 28' 00" W	85.50
5	S 62° 28' 00" W	12.50
6	N 27° 34' 00" W	4.38
7	N 41° 18' 15" E	80.38
8	N 48° 43' 41" E	108.08
9	N 48° 43' 41" E	80.00
10	N 62° 28' 00" E	82.80
11	N 27° 34' 00" W	23.00
12	N 48° 43' 41" E	87.67
13	N 41° 18' 15" W	23.00
14	S 62° 28' 00" W	23.00

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
1	73° 05' 17"	20.00	25.51	23.62	S 08° 56' 38" W
2	103° 11' 08"	500.00	81.78	70.43	S 63° 44' 33" W
3	2° 27' 14"	187.00	187.00	187.00	N 42° 53' 30" W
4	2° 27' 14"	50.00	34.64	30.57	N 52° 18' 32" E
5	80° 00' 00"	50.00	50.00	50.00	N 80° 00' 00" E
6	77° 35' 48"	23.00	33.86	31.33	M 02° 28' 24" W
7	78° 17' 41"	23.00	33.28	30.88	S 78° 25' 08" E
8	17° 27' 27"	23.00	7.82	7.58	N 53° 42' 18" E
9	17° 27' 27"	23.00	7.82	7.58	S 71° 08' 44" W
10	80° 00' 00"	23.00	38.27	35.28	S 17° 28' 00" W
11	80° 00' 00"	23.00	40.53	33.84	N 63° 37' 15" W
12	110° 08' 30"	23.00	45.25	36.32	N 10° 34' 31" E
13	103° 42' 18"	23.00	38.27	35.28	S 72° 34' 00" E
14	80° 00' 00"	23.00	27.88	26.49	S 04° 22' 43" W
15	103° 24' 18"	23.00	44.96	38.87	S 67° 51' 29" W
16	0° 31' 08"	4800.00	41.82	41.82	N 41° 58' 28" W
17	0° 31' 08"	4800.00	41.82	41.82	N 43° 18' 21" W
18	2° 18' 15"	4800.00	130.49	128.86	N 37° 58' 03" W
19	0° 18' 42"	4800.00	24.89	24.89	N 42° 20' 17" W
20	0° 18' 42"	4800.00	24.89	24.89	N 42° 04' 44" W
21	0° 49' 42"	4800.00	66.51	66.51	N 42° 04' 44" W
22	0° 49' 42"	4800.00	66.51	66.51	N 42° 04' 44" W



SITE PLAN OVERALL

CUMBEY & FAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 33575

87211095

40 Rec —
41 DS —
43 Int —

Tot 3300 THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
SUN KETCH II, A CONDOMINIUM

Patrick G. Emmanuel
COUNTY CLERK
PINELLAS COUNTY, FLORIDA
Aug 19 11 30 AM '87

CE
47

01 Cash 11 Chg
40 Rec —
41 DS —
43 Int 8.00
Tot 8.00 OH

This Third Amendment to the Declaration of Condominium of Sun Ketch II, A Condominium is made this 19th day of August, 1987, by SUNSTYLE HOMES CORPORATION, a Florida corporation (the "Developer").

WITNESSETH

14 14754819 73 1 15000
77 8.00
TOTAL 8.00 CHK

WHEREAS, the Declaration of Condominium of Sun Ketch II, A Condominium (the "Declaration") was recorded in O. R. Book 6541, Page 1815 of the Official Records of Pinellas County, Florida; and

WHEREAS, the First Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6541, Page 1863 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Second Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6547, Page 2374 of the Official Records of Pinellas County, Florida; and

WHEREAS, Section 718.104(4)(e), Florida Statutes, requires that upon substantial completion of a phase of a condominium, the Developer shall amend the Declaration to include a Certificate of Surveyor that the construction of the improvements in said phase is substantially complete; and

WHEREAS, Phase One of Sun Ketch II, A Condominium is substantially complete and the Developer desires to record a Certificate which was certified on August 5, 1987, by Gary M. Cumbeby for Cumbeby & Fair, Inc. in accordance with the requirements of Section 718.104(4)(3), Florida Statutes.

NOW, THEREFORE, the Developer makes the following declarations:

- 1. The Declaration of Condominium of Sun Ketch II, A

This Instrument Was Prepared By
And Return to Patrick G. Emmanuel of
TAUB AND WILLIAMS
100 S. Ashley Dr., Suite 2100
P.O. Box 3430, Tampa, FL 33601

Condominium Plats pertaining hereto are recorded in Condo Plat Book 97 Pages 5 thru 9.

Condominium is hereby amended to add the Certificate of Surveyor, including the final Site Plan and the final Building Plans for Phase One, copies of which are attached hereto as Exhibits "A," "B," and "C" respectively.

2. This Amendment is subject to the terms, conditions, and requirements of the Declaration and to Chapter 718 of the Florida Statutes.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officer thereunto duly authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SUNSTYLE HOMES CORPORATION, a Florida Corporation

Lynne B. Lustig

BY: [Signature]
Ralph W. Quartetti, President

Sharon Lerner

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared RALPH W. QUARTETTI to me well known and known to me to be the President of SUNSTYLE HOMES CORPORATION, a Florida corporation, the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there the said RALPH W. QUARTETTI did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporation seal by him in likely capacity affixed; all under authority in him duly vested by the Board of Directors of said Corporation.

WITNESS my hand and official seal this 19th day of August, 1987.

My Commission Expires:

[Signature]
Notary Public
State of Florida

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES 13, 1990

EXHIBIT "B"

SUN KETCH II, A CONDOMINIUM PHASE ONE
 A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

- NOTES:**
- 1. DRIVEWAYS AND PATIOS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
 - 2. PATIOS ARE SHOWN THUS PATIO - P
 - 3. ENCLOSED DUMPSTERS ARE COMMON ELEMENTS AND ARE SHOWN THUS DUMPSTER - D
 - 4. ALL BUILDINGS ARE TWO STORY MASONRY AND FRAME.
 - 5. ELEVATIONS SHOWN HEREON BASED ON SEA LEVEL DATUM, MEAN SEA LEVEL = 0.00.

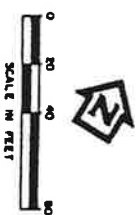
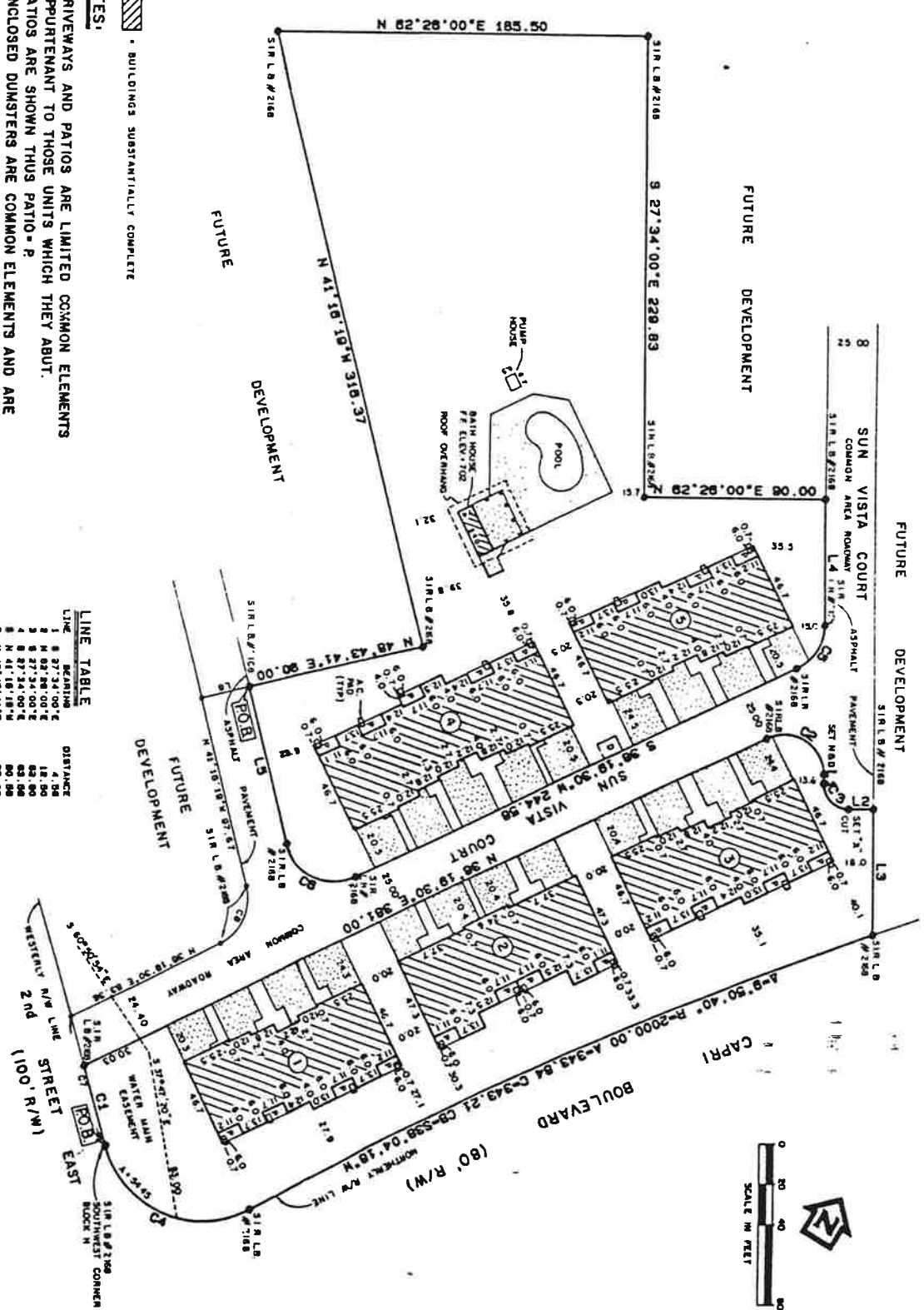
▨ BUILDINGS SUBSTANTIALLY COMPLETE

LINE TABLE

LINE	BEARING	DISTANCE
1	N 82°26'00"E	185.50
2	N 27°34'00"E	229.83
3	N 41°18'10"W	318.37
4	N 48°43'41"E	80.00
5	N 96°19'30"E	244.56
6	N 36°18'30"E	361.00
7	N 41°18'18"W	80.00
8	N 49°43'41"E	80.00

CURVE TABLE

Curve	DELTA	ADIUS	ARC	CHORD	CHORD BEG	CHORD END
1	0°31'08"	4900.00	41.88	41.88	N 41°05'20"W	N 41°05'20"W
2	1°00'00"	12.00	12.00	12.00	N 89°57'10"E	N 89°57'10"E
3	1°00'00"	12.00	12.00	12.00	N 89°57'10"E	N 89°57'10"E
4	1°00'00"	12.00	12.00	12.00	N 89°57'10"E	N 89°57'10"E
5	1°00'00"	12.00	12.00	12.00	N 89°57'10"E	N 89°57'10"E
6	1°00'00"	12.00	12.00	12.00	N 89°57'10"E	N 89°57'10"E
7	0°49'42"	4900.00	41.88	41.88	N 41°05'20"W	N 41°05'20"W
8	77°30'48"	80.00	33.88	31.33	N 02°28'24"W	N 02°28'24"W

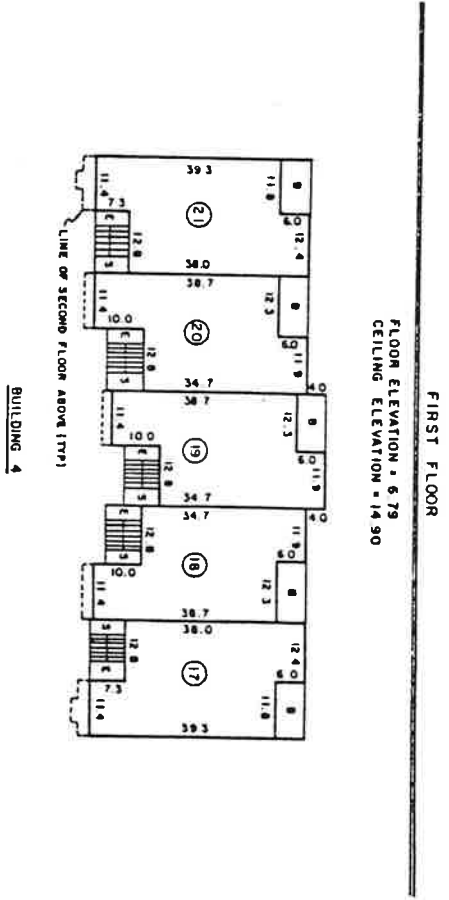
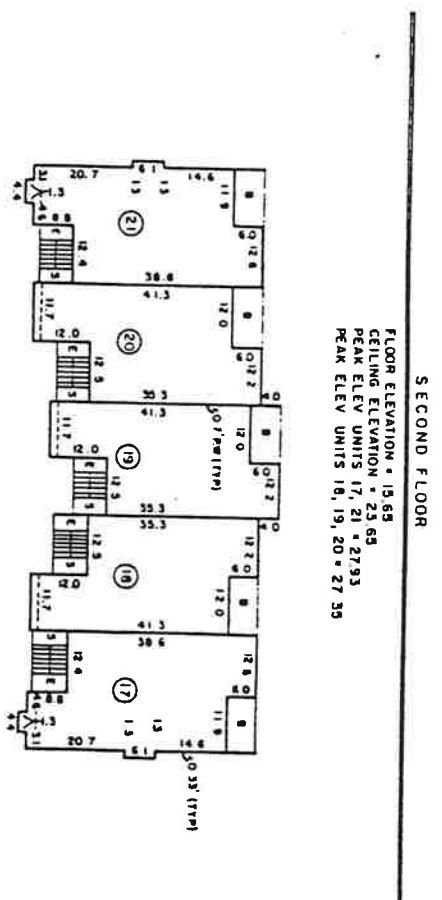


SITE PLAN
PHASE ONE

CUMBER & FAIR, INC.
 2463 Embury Road
 Clearwater, Florida 34623

EXHIBIT "C"

SUN KETCH II, A CONDOMINIUM PHASE ONE
 A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



- NOTES**
1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL + 000 FEET.
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.

- LEGEND**
- E - ENTRY
 - B - BALCONY
 - P - PATIO
 - S - STAIRS
 - ① - UNIT NUMBER

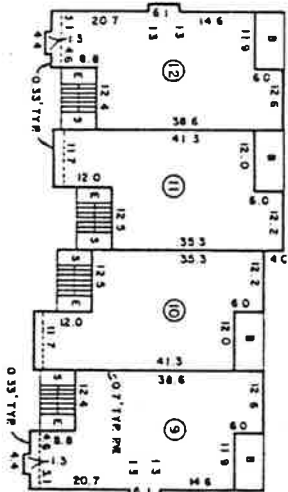


EXHIBIT "C" (continued)

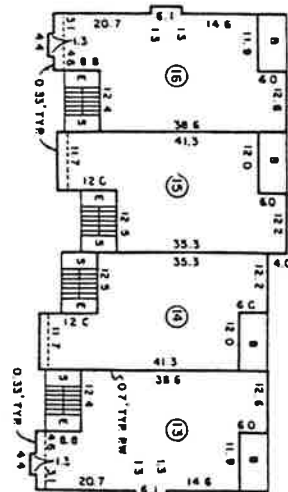
SUN KETCH II, A CONDOMINIUM PHASE ONE
 A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

SECOND FLOOR

FLOOR ELEVATION = 15.55
 CEILING ELEVATION = 23.59
 PEAK ELEV. UNITS 9, 12 = 27.91
 PEAK ELEV. UNITS 10, 11 = 27.37

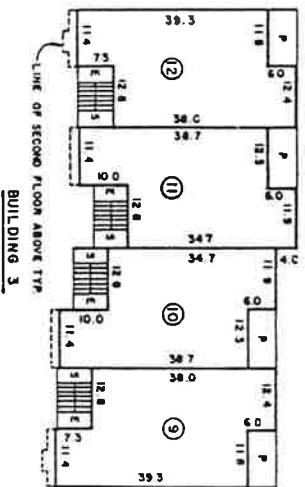


FLOOR ELEVATION = 15.50
 CEILING ELEVATION = 23.65
 PEAK ELEV. UNITS 13, 16 = 27.85
 PEAK ELEV. UNITS 14, 15 = 27.31

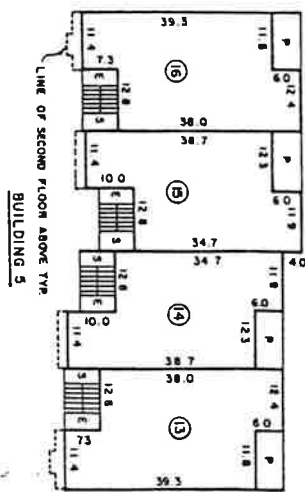


FIRST FLOOR

FLOOR ELEVATION = 8.70
 CEILING ELEVATION = 14.90



FLOOR ELEVATION = 8.70
 CEILING ELEVATION = 14.91



- NOTES
- ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL - 000 FEET.
 - THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 - ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 - BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.

- LEGEND
- E = ENTRY
 - B = BALCONY
 - P = PATIO
 - S = STAIRS
 - ① = UNIT NUMBER

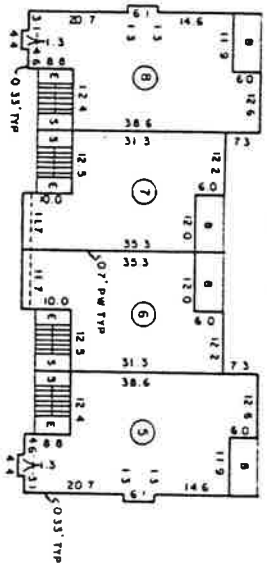


BUILDING PLAN

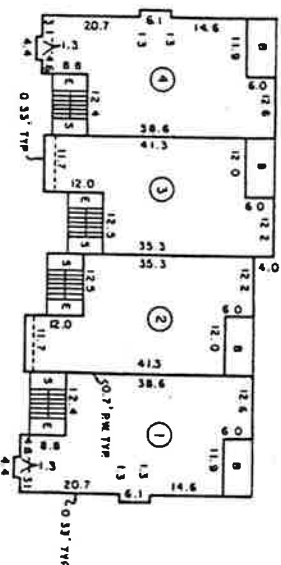
CUMBEY & FAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 34625
 8-4-87 SHEET 4 OF 5

EXHIBIT "C" (continued)

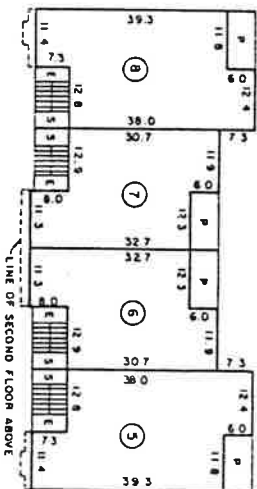
SUN KETCH II, A CONDOMINIUM PHASE ONE
 A CONDOMINIUM LYING IN SECTIONS 14&23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



SECOND FLOOR

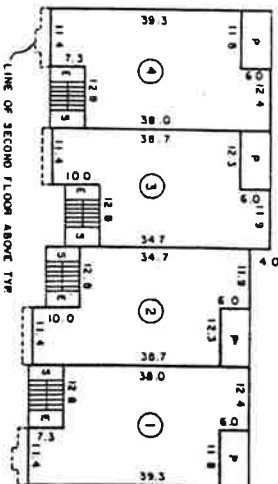


FIRST FLOOR



FLOOR ELEVATION = 8.74
 CEILING ELEVATION = 14.92

BUILDING 2



FLOOR ELEVATION = 6.75
 CEILING ELEVATION = 14.96

BUILDING 1

- NOTES
1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL - 0.00 FEET.
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.

- LEGEND
- E • ENTRY
 - B • BALCONY
 - P • PATIO
 - S • STAIRS
 - ① • UNIT NUMBER



BUILDING PLAN

CUMBEY & FAIR, INC.
 2463 Enterprise Road
 Clearwater, Florida 34623

8-4-87

SHEET 5 OF 5

01 REC
REC 33 00
DE
INT
FEES
MTV
PIC 8.00 10/1
REV
PLAS 90.00
TOTAL 34.00

ELEVENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
SUN KETCH II, A CONDOMINIUM

This Eleventh Amendment to the Declaration of Condominium of Sun Ketch II, A Condominium, is made this 5th day of July, 1988, by SUNSTYLE HOMES CORPORATION, a Florida corporation (the "Developer").

W I T N E S S E T H

WHEREAS, the Declaration of Condominium of Sun Ketch II, A Condominium (the "Declaration") was recorded in O. R. Book 6541, Page 1815 of the Official Records of Pinellas County, Florida; and

WHEREAS, the First Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6541, Page 1863 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Second Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6547, Page 2374 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Third Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6564, Page 913 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Fourth Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6615, Page 2123 and re-recorded in O.R. Book 6634, Page 1127 both of the Official Records of Pinellas County, Florida; and

WHEREAS, the Fifth Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6615, Page 2131 and re-recorded in O.R. Book 6634, Page 1135 both of the Official Records of Pinellas County, Florida; and

WHEREAS, the Sixth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6634, Page 1140 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Seventh Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6647, Page 1710 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Eighth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6659, Page 819 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Ninth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6702, Page 780 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Tenth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6702, Page 788 of the Official Records of Pinellas County, Florida; and

WHEREAS, Section 718.104(4)(e), Florida Statutes, requires that upon substantial completion of a phase of a condominium, the Developer shall amend the Declaration to include a Certificate of Surveyor stating that the construction of the improvements in said phase is substantially complete; and

WHEREAS, Phase Three of Sun Ketch II, A Condominium is substantially complete and the Developer desires to record a Certificate which was certified on June 15, 1988, by Gary M. Cumbeys for Cumbeys & Fair, Inc., in accordance with the requirements of Section 718.104(4)(e), Florida Statutes.

PREVIOUS CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDO BOOK 96 PAGES 84 THRU 88 CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDO BOOK 100 PAGES 56 THRU 60

KARLEEN E. DE BLASER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.
68 JUL -5 PM 1:47

Hold: 8/15/88

This Instrument Was Prepared By
Patrick G. Emmanuel of
TAUB AND WILLIAMS
100 S. Ashley Dr., Suite 2100
P.O. Box 3430, Tampa, FL 33601

NOW, THEREFORE, the Developer makes the following declarations:

1. The Declaration of Condominium of Sun Ketch II, A Condominium is hereby amended to add the Certificate of Surveyor, including the final Site Plan and the final Building Plans for Phase Three, which are attached hereto as Exhibits "A," "B," and "C" respectively.

2. This Amendment is subject to the terms, conditions, and requirements of the Declaration and to Chapter 718 of the Florida Statutes.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officer thereunto duly authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SUNSTYLE HOMES CORPORATION, a Florida Corporation

Steve H. Kerk

By: *Ralph W. Quartetti*
Ralph W. Quartetti President

Michael E. Doane

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th day of July, 1988, by Ralph W. Quartetti, President of Sunstyle Homes Corporation, a Florida corporation, on behalf of the corporation.

My Commission Expires:

Phyllis A. Carter
Notary Public
State of Florida

Notary Public, State of Florida
My Commission Expires June 13, 1990
Secretary of State, Tallahassee, Florida

EXHIBIT "A"

SUN KETCH II, A CONDOMINIUM - PHASE THREE
A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

SUN KETCH II
PHASE THREE

That portion of Block B, CAPRI ISLE BLOCKS C-D-E-F-I and A REPLAT OF BLOCKS H-G, as recorded in Plat Book 39, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block B, being a point on the Westerly right-of-way line of 2nd Street East (100 foot right-of-way), being a curve concave Southwesterly, having a radius of 4500.00 feet; thence Northwesterly along said curve and right-of-way 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N. 16°19'10"E., 81.16 feet to a curve concave westerly, having a radius of 25.00 feet; thence Northerly along said curve 13.86 feet through a central angle of 77°33'49" (C.B. N. 02°28'24" W., 13.86 feet); thence N. 41°16'19" W., 109.06 feet to the POINT OF BEGINNING; thence S. 48°43'41" W., 180.96 feet to said easterly curve concave Northwesterly, having a radius of 4300.00 feet; thence Northwesterly along said curve and right-of-way 180.96 feet through a central angle of 02°18'15" (C.B. N. 37°58'03" W., 180.96 feet to a compound curve concave Southwesterly, having a radius of 20.00 feet; thence Northwesterly along said curve and right-of-way 12.94 feet through a central angle of 99°14'55" (C.B. N. 12°48'12" E., 107.50 feet to the Southwesterly right-of-way line of 1st Street East; thence along the same said right-of-way line, N. 82°26'00" E., 521.50 feet to the Point of Beginning; thence Southwesterly, having a radius of 20.00 feet; thence Southwesterly along said curve and right-of-way 11.42 feet through a central angle of 59°00'00" (C.B. S. 72°14'00" E., 38.28 feet) to the Westerly right-of-way line of 1st Street East (60 foot right-of-way); thence along said right-of-way line, S. 27°14'00" E., 176.15 feet to a non-tangent curve concave Northwesterly, having a radius of 25.00 feet; thence leaving said right-of-way line, Southwesterly along said curve 7.52 feet through a central angle of 17°27'27" (C.B. S. 57°42'15" W., 7.52 feet); thence S. 62°36'00" W., 197.05 feet to a curve concave Northwesterly, having a radius of 25.00 feet; thence West along said curve 13.86 feet through a central angle of 77°33'49" (C.B. N. 02°28'24" W., 13.86 feet); thence N. 41°16'19" W., 97.67 feet; thence N. 48°43'41" E., 125.00 feet; thence N. 41°16'19" W., 116.37 feet to the POINT OF BEGINNING; thence N. 41°16'19" W., 92.64 feet; thence S. 48°43'41" E., 109.06 feet; thence S. 27°14'00" E., 90.00 feet; thence S. 62°36'00" W., 183.50 feet to the POINT OF BEGINNING.

Containing 1.65 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block B, being a point on the Westerly right-of-way line of 2nd Street East (100 foot right-of-way) being a curve concave Southwesterly, having a radius of 4500.00 feet; thence Northwesterly along said curve and right-of-way 66.51 feet through a central angle of 00°49'42" (C.B. N. 42°04'44" W., 66.51 feet); thence leaving said curve and right-of-way, non-tangent, N. 16°19'10"E., 81.16 feet to a curve concave westerly, having a radius of 25.00 feet; thence Northerly along said curve, 13.86 feet through a central angle of 77°33'49" (C.B. N. 02°28'24" W., 13.86 feet); thence N. 41°16'19" W., 97.67 feet; thence N. 48°43'41" E., 125.00 feet; thence N. 41°16'19" W., 116.37 feet to the POINT OF BEGINNING; thence N. 41°16'19" W., 92.64 feet; thence S. 48°43'41" E., 109.06 feet; thence S. 27°14'00" E., 90.00 feet; thence S. 62°36'00" W., 183.50 feet to the POINT OF BEGINNING.

Containing 0.41 acres more or less.

Having a combined acreage of 2.06 acres more or less.

CERTIFICATION

The undersigned surveyor states that the construction of the improvements of SUN KETCH II, A CONDOMINIUM - PHASE THREE is substantially complete and that all planned improvements for this phase, including but not limited to landscaping, utility services and access to the units, and common facilities serving this phase have been substantially completed, so that this survey, together with the provisions of the Declaration describing the Condominium property of the improvements and their lot areas and dimensions of the improvements and their identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Date 6-15-68

For CUMBEY & FAIR, INC.
GARY M. CUMBEY
Florida Registered Surveyor

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Building Plan..... 3
Building Plan..... 4
Building Plan..... 5

PREPARED BY

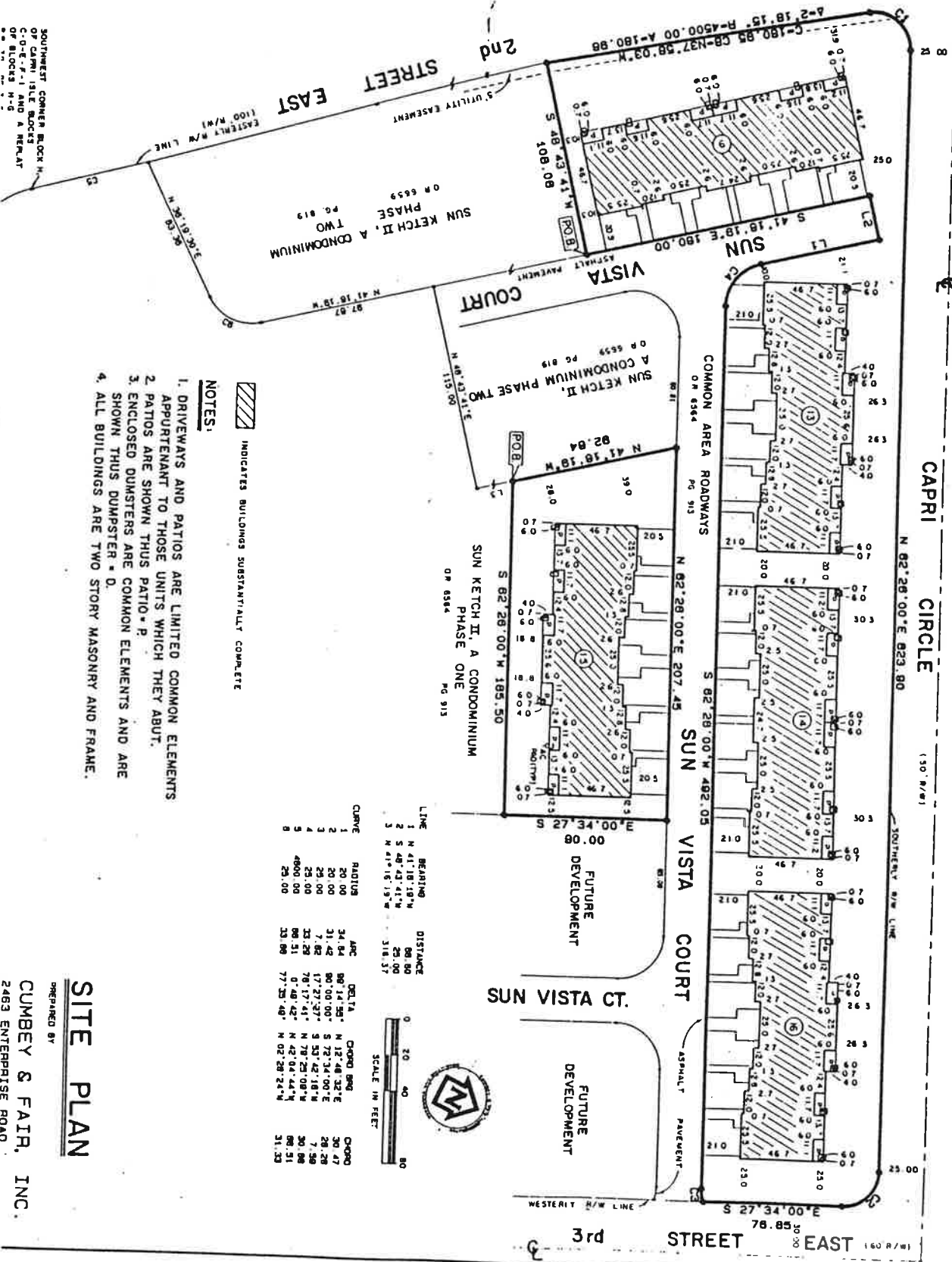
CUMBEY & FAIR, INC.

2483 ENTERPRISE ROAD
CLEARWATER, FLORIDA 34623
(813) - 797-8982
SHEET 1 OF 5
6-15-68

EXHIBIT "B"

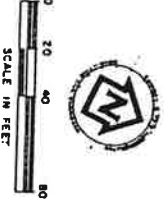
SUN KETCH II, A CONDOMINIUM - PHASE THREE

A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



- NOTES:**
- 1. DRIVEWAYS AND PATIOS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
 - 2. PATIOS ARE SHOWN THUS PATIO - P.
 - 3. ENCLOSED DUMPSTERS ARE COMMON ELEMENTS AND ARE SHOWN THUS DUMPSTER - D.
 - 4. ALL BUILDINGS ARE TWO STORY MASONRY AND FRAME.

CURVE	RADIUS	ARC	DELTA	CHORD BEG.	CHORD END
1	20.00	34.84	86.14.36°	N 12.48.32° E	30.47
2	20.00	31.42	80.00.00°	S 72.34.00° E	28.28
3	23.00	7.82	17.27.37°	S 53.42.18° E	7.58
4	4800.00	13.28	76.17.41°	N 78.25.08° W	30.88
5	4800.00	13.88	0.48.42°	N 42.04.44° W	38.51
6	23.00	13.88	77.35.48°	N 02.28.24° W	31.33

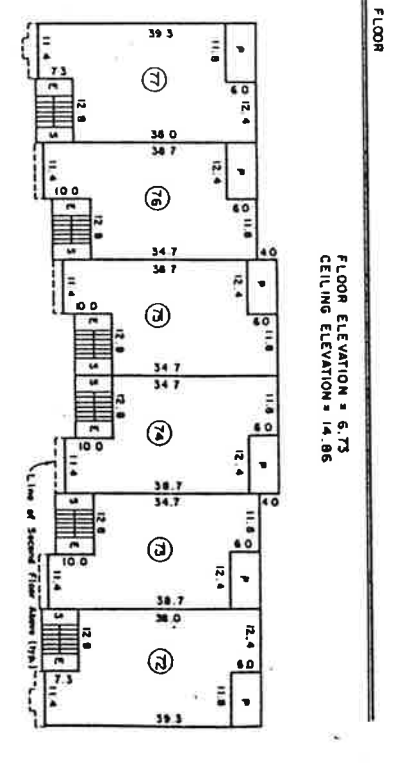
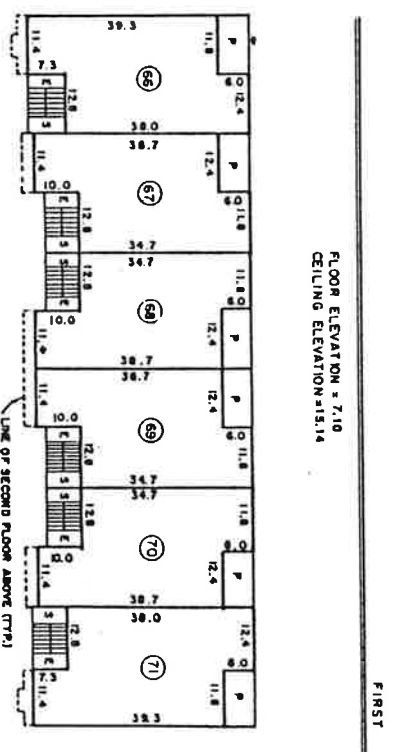
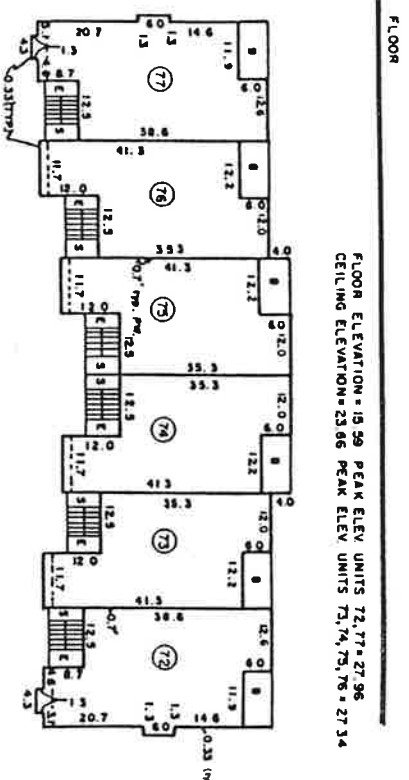
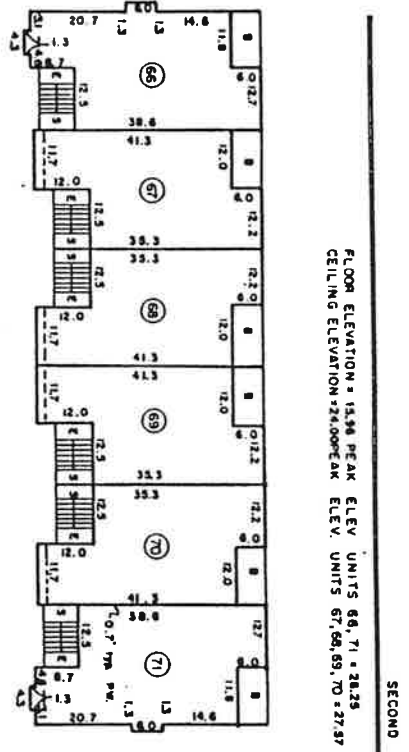


SOUTHWEST CORNER BLOCK N OF CAPRI CIRCLE, BLOCKS OF BLOCKS M-8

PREPARED BY
CUMBEY & FAIR, INC.
 2463 ENTERPRISE ROAD

EXHIBIT "C"

SUN KETCH II, A CONDOMINIUM- PHASE THREE
 A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



- NOTES
1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL + 0.00 FEET.
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.

- LEGEND
- E • ENTRY
 - B • BALCONY
 - P • PATIO
 - S • STAIRS
 - ⊙ • UNIT NUMBER

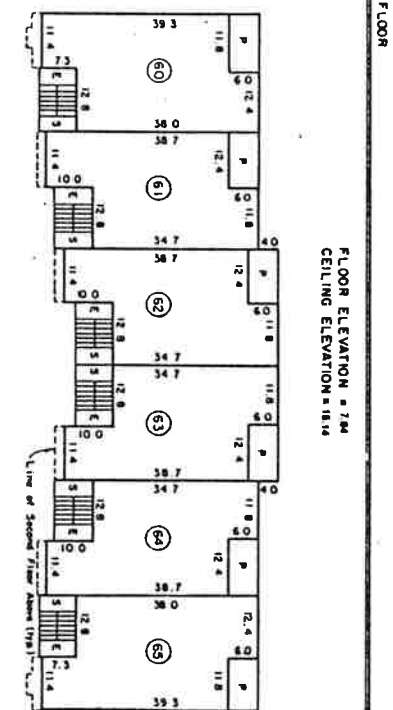
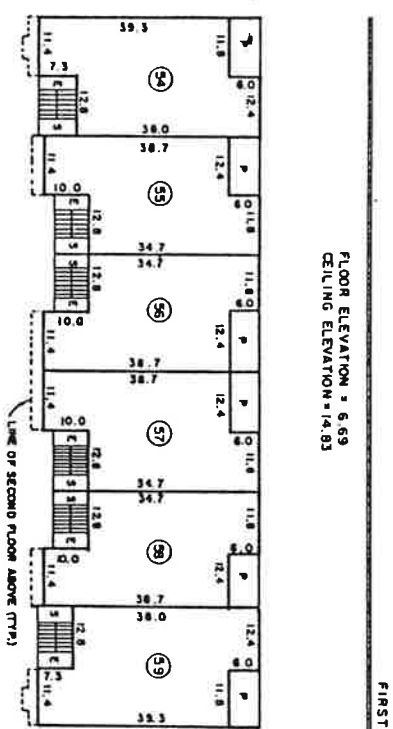
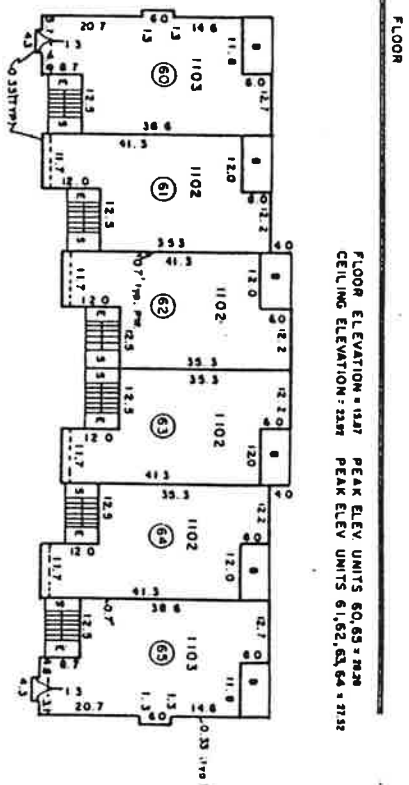
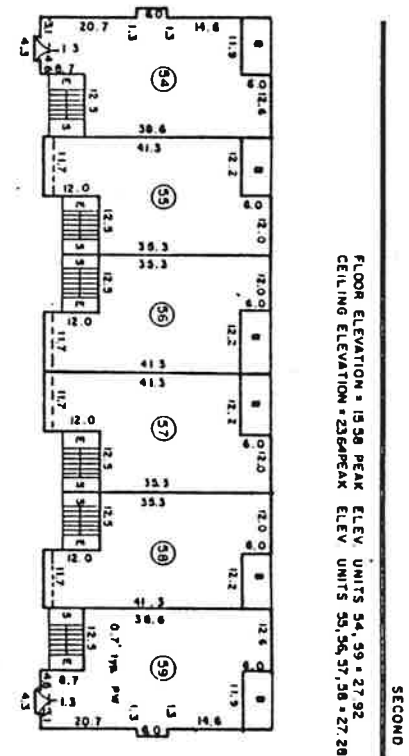


BUILDING PLAN

PREPARED BY
CUMBEY & FAIR, INC.
 2483 ENTERPRISE ROAD
 CLEARWATER, FLORIDA 34623
 (813)-797-8982
 SHEET 4 OF 5

EXHIBIT "C" Continued

SUN KETCH II, A CONDOMINIUM - PHASE THREE
 A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



- NOTES
1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL = 0.00 FEET.
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.

- LEGEND
- E • ENTRY
 - B • BALCONY
 - P • PATIO
 - S • STAIRS
 - • UNIT NUMBER



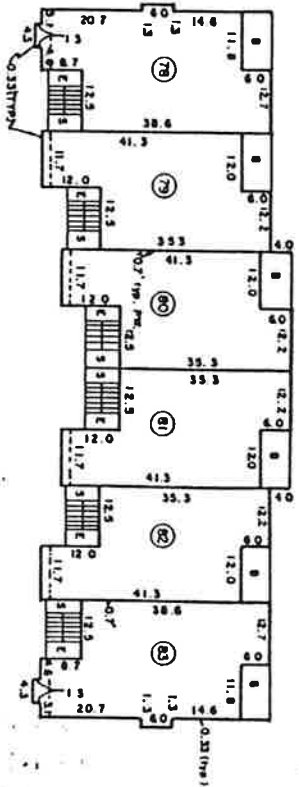
BUILDING PLAN

PREPARED BY
CUMBEY & FAIR, INC.
 2463 ENTERPRISE ROAD
 CLEARWATER, FLORIDA 34623
 (813) 797-6982
 SHEET 3 OF 3

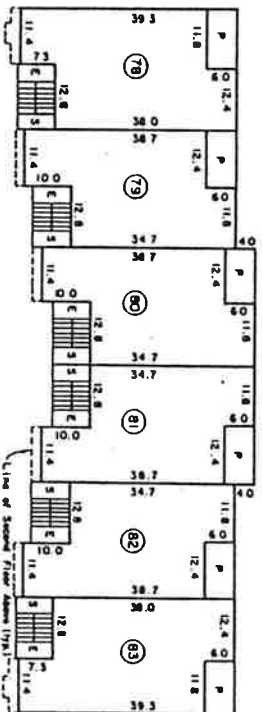
EXHIBIT "C" Continued

SUN KETCH II, A CONDOMINIUM- PHASE THREE

A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



SECOND FLOOR



FIRST FLOOR

BUILDING 16

- NOTES**
1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL - 0.00 FEET.
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
 3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
 4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.

- LEGEND**
- E = ENTRY
 - B = BALCONY
 - P = PATIO
 - S = STAIRS
 - ⊙ = UNIT NUMBER



BUILDING PLAN

PREPARED BY
CUMBEY & FAIR, INC.
 2483 ENTERPRISE ROAD
 CLEARWATER, FLORIDA 34623
 (813) -787-8882
 8-15-88 SHEET 5 OF 5

88259639
88265952

OR 6859PG1245

OR 5864 PG 0806

~~Notary Public~~
CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA
OCT 20 3 17 PM '88

TWELFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM

KARLEEN F. DE BLAKER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.
88 OCT 27 PM 2:42

01 RECORDING
REC 42.00
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____

OF
SUN KETCH II, A CONDOMINIUM

TOTAL 42.00
dyp

This Twelfth Amendment to the Declaration of Condominium of Sun Ketch II, A Condominium, is made this 6th day of October 1988, by SUNSTYLE HOMES CORPORATION, a Florida corporation (the "Developer").

W I T N E S S E T H

WHEREAS, the Declaration of Condominium of Sun Ketch II, A Condominium (the "Declaration") was recorded in O. R. Book 6541, Page 1815 of the Official Records of Pinellas County, Florida; and

WHEREAS, the First Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6541, Page 1863 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Second Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6547, Page 2374 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Third Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6564, Page 913 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Fourth Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6615, Page 2123 and re-recorded in O.R. Book 6634, Page 1127 both of the Official Records of Pinellas County, Florida; and

14046308 GEM 10-27-88 13:37:00

RECORDING 1 \$42.00

TOTAL: \$42.00

CHECK AMT. TENDERED: \$42.00

CHANGE: \$0.00

WHEREAS, the Fifth Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6615, Page 2131 and re-recorded in O.R. Book 6634, Page 1125 both of the Official Records of Pinellas County, Florida; and

RECORDING 1 \$42.00

TOTAL: \$42.00

CHANGE: \$0.00

WHEREAS, the Sixth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6634, Page 1140 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Seventh Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6647, Page 1710 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Eighth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6659, Page 819 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Ninth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6702, Page 780 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Tenth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6702, Page 788 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Eleventh Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6781, Page 1625 of the Official Records of Pinellas County, Florida; and

Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 96 Pages 84-88
The Condominium Plats pertaining hereto are filed in Condominium Plat Book 101 pages 85-90
RE-RECORDED TO ADD NOTARY EXPIRATION DATE

STATE TITLE & ABSTRACT, INC.
2559-B NURSERY ROAD
CLEARWATER, FL 33546
PH. 813 - 530-9904

~~01 RECORDING
REC 42.00
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____~~

This Instrument Was Prepared By
Patrick G. Emmanuel of
TAUB AND WILLIAMS
100 S. Ashley Dr., Suite 2100
P.O. Box 3430, Tampa, FL 33601

WHEREAS, Article III(D) and Article III(H) of the Declaration provide that the Developer may amend the Declaration to submit to Condominium Ownership Phase Four as that phase is described in Article III(D); and

WHEREAS, Article III(D) of the Declaration provides that the Developer reserves the right to vary the Unit model mix for this phase so that the Developer will be able to provide prospective purchasers with a greater number of the most popular Unit model.

NOW, THEREFORE, the Developer makes the following declarations:

1. Article III(D) of the Declaration is hereby modified to provide that Phase Four will contain: no (0) two bedroom, one bath Units containing approximately 946 square feet; eighteen (18) two bedroom, two bath Units containing approximately 1,069 square feet; and ten (10) three bedroom, two bath Units containing approximately 1,128 square feet.

2. The Developer hereby submits to Condominium Ownership as Phase Four, the property described in Exhibit "A" attached hereto. The Condominium Units and the condominium property submitted to Condominium Ownership as Phase Four are set fourth in the Site Plan Overall attached as Exhibit "B" to the Declaration, and in the Site Plan attached hereto as Exhibit "B".

3. The Building Plans and Unit Floor Plans for Units in Phase Four are set forth as Exhibit "C" and Exhibit "D," respectively, attached hereto. To the extent that Exhibit "B-3" of the Declaration, Unit Floor Plans, applies to Phase Four and conflicts with Exhibit "C" to this Amendment, said Exhibit "C" is substituted therefor.

4. Upon submission of Phase Four to Condominium Ownership, the resulting percentage or proportion of ownership interest in the common elements appurtenant to each Unit in the Condominium and the proportion or percentage of, and the manner of sharing the common expenses and owning the common surplus of the Condominium shall be in the proportion of one-one hundred eleventh (1/111th) for each Unit.

5. This Amendment and the Phase it is submitting to Condominium Ownership are subject to the terms, conditions and requirements of the Declaration and to Chapter 713 of the Florida Statutes.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officer thereunto duly authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SUNSTYLE HOMES CORPORATION, a Florida Corporation

Sharon Lesner

By: [Signature]
Ralph W. Quartetti, President

Janet L. Strauss

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of October, 1988, by Ralph W. Quartetti, President of Sunstyle Homes Corporation, a Florida corporation, on behalf of the corporation.

My Commission Expires:

[Signature]
Notary Public
State of Florida

EXHIBIT "A"

SUN KETCH II, A CONDOMINIUM - PHASE FOUR PROPOSED
A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

DESCRIPTION

That portion of Block H, CAPRI ISLE BLOCKS C-D-E-F-I and A REPLACEMENT BLOCKS H-O, as recorded in Plat Book 39, Pages 3, 4 and 5 of the Public Records of Pinellas County, Florida, lying in the North 1/2 of Sections 14 and 23, Township 31 South, Range 15 East, being further described as follows:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100.00 foot right-of-way), being a curve concave Northerly, having a radius of 50.00 feet; thence Easterly along said curve and right-of-way, 91.79 feet through a central angle of 105°11'09" (C.B. N. 85°44'13" E., 79.43 feet) to the Northerly right-of-way line of Capitol Boulevard (80 foot right-of-way), being a reverse curve concave Southeasterly, having a radius of 2000.00 feet; thence Northeasterly along said curve and right-of-way, 143.43 feet through a central angle of 09°50'40" (C.B. N. 89°04'18" E., 131.21 feet) to the point OF BEGINNING; thence, having said curve and right-of-way Southeasterly, having a radius of 25.00 feet through a central angle of 90°00'00" (C.B. N. 17°26'00" E., 35.36 feet); thence, having a radius of 25.00 feet through a central angle of 17°27'27" (C.B. N. 71°09'44" E., 7.59 feet) to the Westerly right-of-way line of 3rd Street East (60 feet); thence along said right-of-way line, S. 27°34'00" E., 491.00 feet to a curve concave Westerly, having a radius of 20.00 feet; thence along said curve and right-of-way, Southwesterly, having a central angle of 71°05'17" (C.B. S. 08°52'18" W., 23.82 feet) to said Northerly right-of-way line of Capitol Boulevard, being a reverse curve concave Southeasterly, having a radius of 2000.00 feet; thence Southeasterly along said curve and right-of-way, 88.22 feet through a central angle of 02°31'39" (C.B. S. 44°15'27" W., 88.22 feet) to the POINT OF BEGINNING.

Containing 1.17 acres more or less.

TOGETHER WITH:

Commence at the Southwest corner of said Block H, being a point on the Westerly right-of-way line of 2nd Street East (100.00 foot right-of-way), being a curve concave Northerly, having a radius of 50.00 feet; thence Easterly along said curve and right-of-way, 91.79 feet through a central angle of 105°11'09" (C.B. N. 85°44'13" E., 79.43 feet) to the Northerly right-of-way line of Capitol Boulevard (80 foot right-of-way), being a reverse curve concave Southeasterly, having a radius of 2000.00 feet; thence Northeasterly along said curve and right-of-way, 143.43 feet through a central angle of 09°50'40" (C.B. N. 89°04'18" E., 131.21 feet); thence, leaving said curve and right-of-way, non-tangent, N. 27°34'00" W., 513.80 feet; thence S. 62°26'00" W., 25.00 feet to the POINT OF BEGINNING; thence S. 27°34'00" E., 294.83 feet; thence S. 62°26'00" W., 90.00 feet; thence N. 27°34'00" W., 319.83 feet; thence N. 62°26'00" E., 65.00 feet to a curve concave Southeasterly, having a radius of 25.00 feet; thence Southeasterly along said curve, 39.27 feet through a central angle of 90°00'00" (C.B. S. 72°34'00" E., 35.36 feet) to the POINT OF BEGINNING.

Containing 0.66 acres more or less.

Having a combined acreage of 1.83 acres more or less.

CERTIFICATION

The undersigned surveyor states that the construction of the improvements of SUN KETCH II, A CONDOMINIUM - PHASE FOUR - Proposed is NOT substantially complete so that this survey, together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

3/23/88

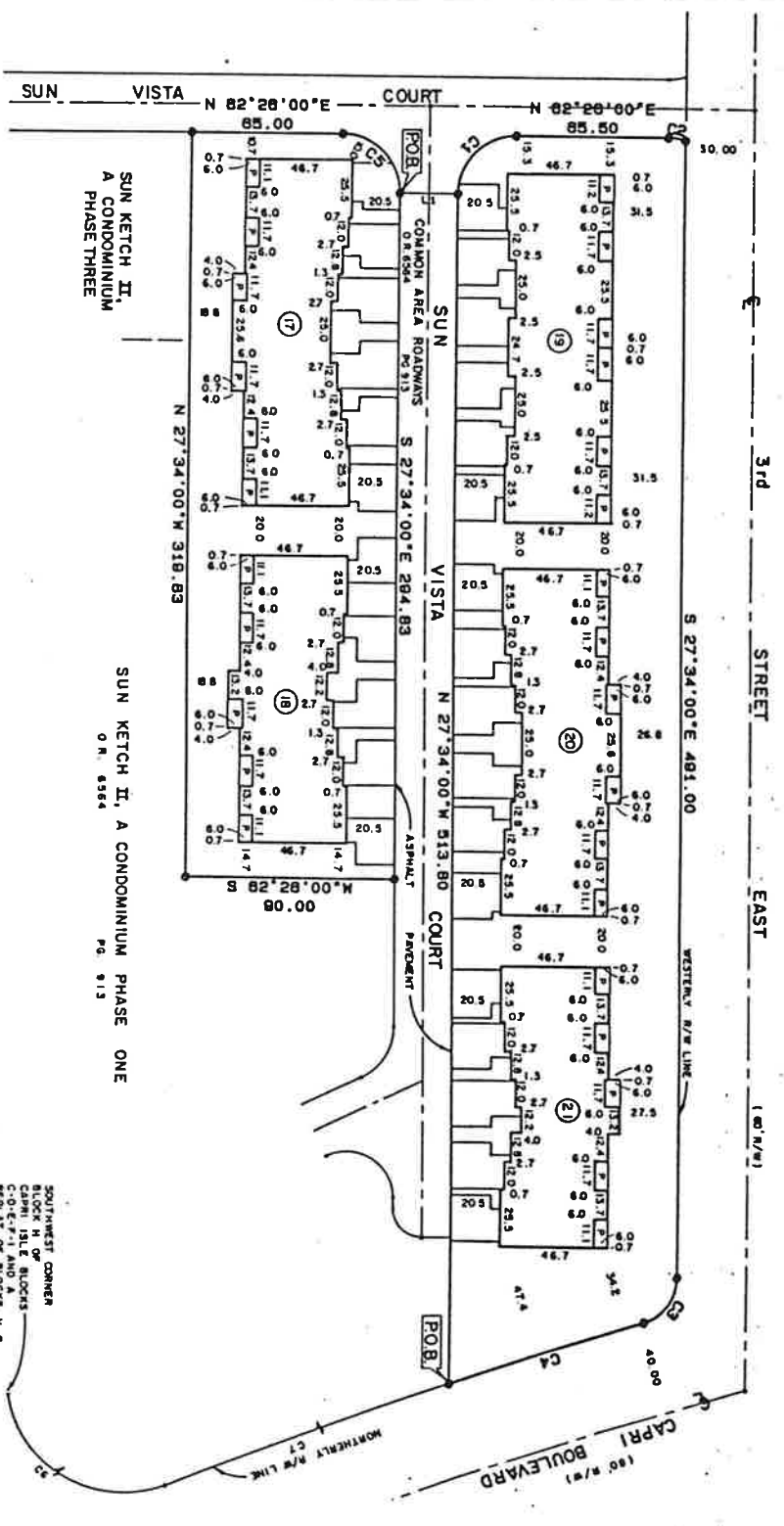
General, Certified, Licensed Surveyor
Florida Professional Seal
L. S. 52007

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Building Plan	4
Building Plan	5
Unit Floor Plans	6

EXHIBIT "B"

SUN KETCH II, A CONDOMINIUM- PHASE FOUR PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



SUN KETCH II, A CONDOMINIUM PHASE ONE
 O.M. 8554 PG. 913

NOTES:

1. DRIVEWAYS AND PATIOS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
2. PATIOS ARE SHOWN THUS PATIO - P.
3. ENCLOSED DUMPSTERS ARE COMMON ELEMENTS AND ARE SHOWN THUS DUMPSTER - D.
4. ALL BUILDINGS ARE TWO STORY MASONRY AND FRAME.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.

CURVE	1	2	3	4	5	6	7
CHORD	33.00	33.00	33.00	33.00	33.00	33.00	33.00
RADIUS	33.00	33.00	33.00	33.00	33.00	33.00	33.00
ARC	30.87	30.87	30.87	30.87	30.87	30.87	30.87
DELTA	80°00'00"	80°00'00"	80°00'00"	80°00'00"	80°00'00"	80°00'00"	80°00'00"
CHORD BEG	35.36	35.36	35.36	35.36	35.36	35.36	35.36
CHORD END	17°28'00"E	17°28'00"E	17°28'00"E	17°28'00"E	17°28'00"E	17°28'00"E	17°28'00"E
CHORD BEG	71°08'44"E	71°08'44"E	71°08'44"E	71°08'44"E	71°08'44"E	71°08'44"E	71°08'44"E
CHORD END	44°15'27"W	44°15'27"W	44°15'27"W	44°15'27"W	44°15'27"W	44°15'27"W	44°15'27"W
CHORD BEG	88°27'00"E	88°27'00"E	88°27'00"E	88°27'00"E	88°27'00"E	88°27'00"E	88°27'00"E
CHORD END	72°34'00"E	72°34'00"E	72°34'00"E	72°34'00"E	72°34'00"E	72°34'00"E	72°34'00"E
CHORD BEG	79.43	79.43	79.43	79.43	79.43	79.43	79.43
CHORD END	85°04'18"E	85°04'18"E	85°04'18"E	85°04'18"E	85°04'18"E	85°04'18"E	85°04'18"E

SITE PLAN

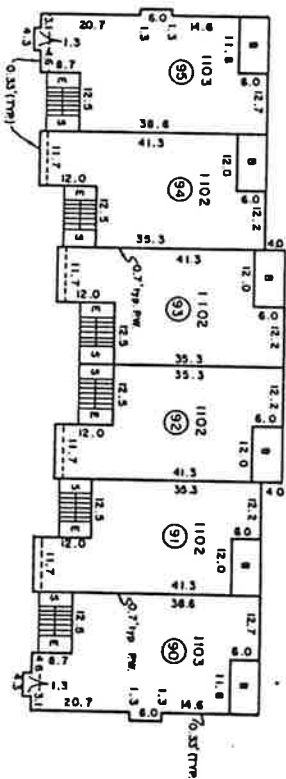
Prepared by:
CUMBEY & FAIR, INC.
 2463 ENTERPRISE ROAD
 CLEARWATER, FLORIDA, 34623
 (813)-787-8982
 J.N. 093A SHEET 2 OF 8
 3/16/88

EXHIBIT "C"

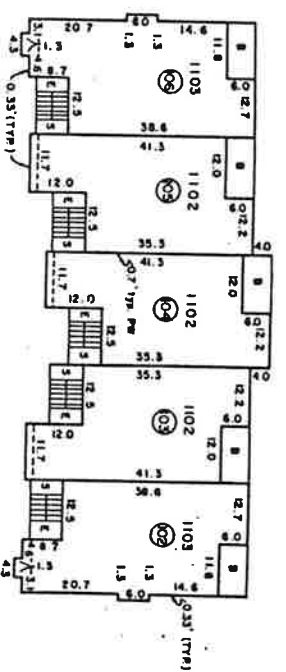
SUN KETCH II, A CONDOMINIUM- PHASE FOUR PROPOSED
 A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

SECOND FLOOR

FLOOR ELEVATION = 16.00 PEAK ELEV UNITS 90, 95 = 28.35
 CEILING ELEVATION = 24.10 PEAK ELEV UNITS 91, 92, 93, 94 = 27.67

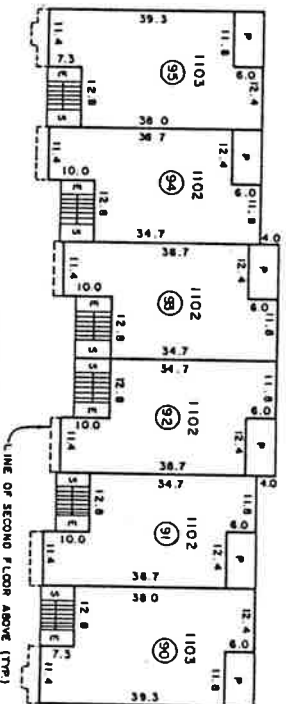


FLOOR ELEVATION = 16.00 PEAK ELEV UNITS 102, 106 = 28.35
 CEILING ELEVATION = 24.10 PEAK ELEV UNITS 103, 104, 105 = 27.67

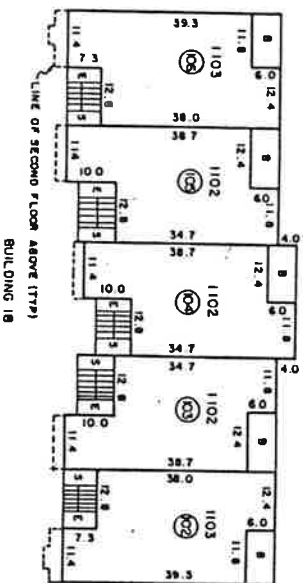


FIRST FLOOR

FLOOR ELEVATION = 7.20
 CEILING ELEVATION = 15.24



FLOOR ELEVATION = 7.20
 CEILING ELEVATION = 15.24



NOTES

1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL + 000 FEET.
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION, INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATION, UNIT TYPES AND LOCATION.

LEGEND

- E • ENTRY
- B • BALCONY
- P • PATIO
- S • STAIRS
- 1102 • UNIT TYPE
- ① • UNIT NUMBER

BUILDING PLAN



SCALE 1" = 20'

CUMBEY & FAIR, INC.

2483 ENTERPRISE ROAD
 CLEARWATER, FLORIDA, 34623

J. N. 099A
 3/16/88

SHEET 3 OF 8

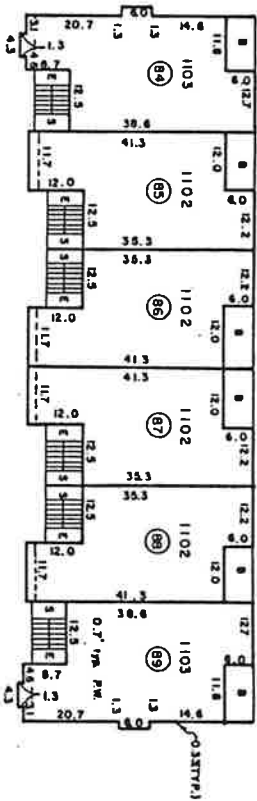
EXHIBIT "C" Continued

SUN KETCH II, A CONDOMINIUM- PHASE FOUR PROPOSED

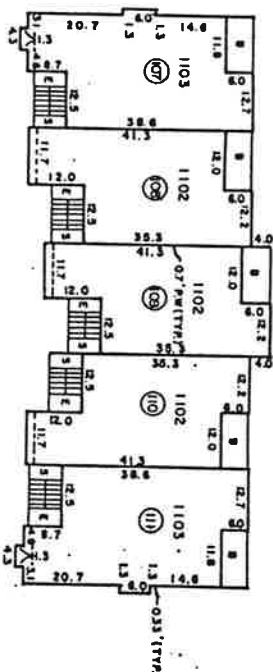
A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

SECOND FLOOR

FLOOR ELEVATION = 16.00 PEAK ELEV. UNITS 84, 89 = 28.35
CEILING ELEVATION = 24.10 PEAK ELEV. UNITS 85, 86, 87, 88 = 27.67

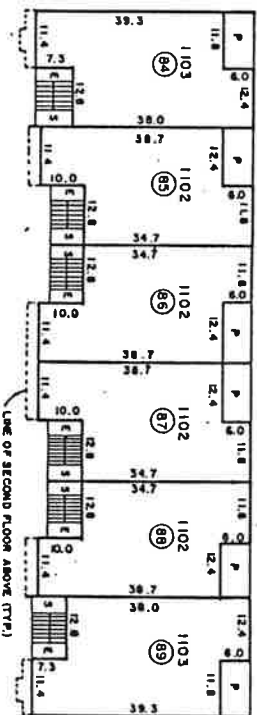


FLOOR ELEVATION = 16.00 PEAK ELEV. UNITS 107, 111 = 28.35
CEILING ELEVATION = 24.10 PEAK ELEV. UNITS 108, 109, 110 = 27.67

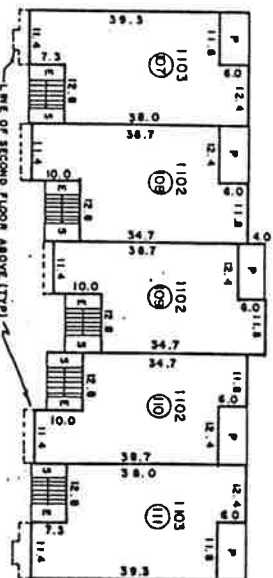


FIRST FLOOR

FLOOR ELEVATION = 7.20
CEILING ELEVATION = 15.24



FLOOR ELEVATION = 7.20
CEILING ELEVATION = 15.24



NOTES

- ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL + 000 FEET.
- THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
- ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
- BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
- THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
- DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
- ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATION, UNIT TYPES AND LOCATION.

LEGEND

- E - ENTRY
- B - BALCONY
- P - PATIO
- S - STAIRS
- 102 - UNIT TYPE
- 1 - UNIT NUMBER



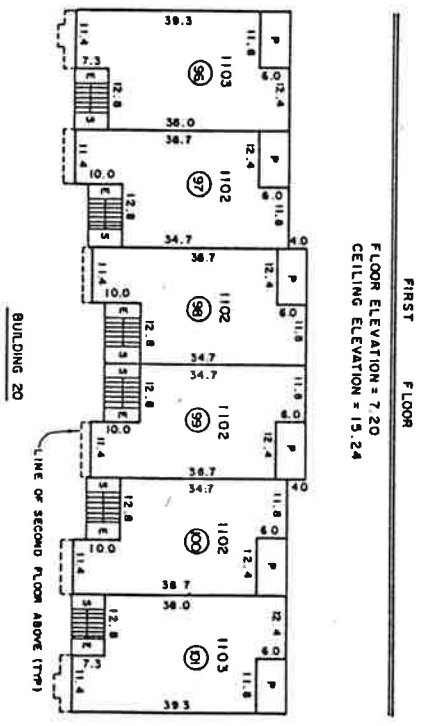
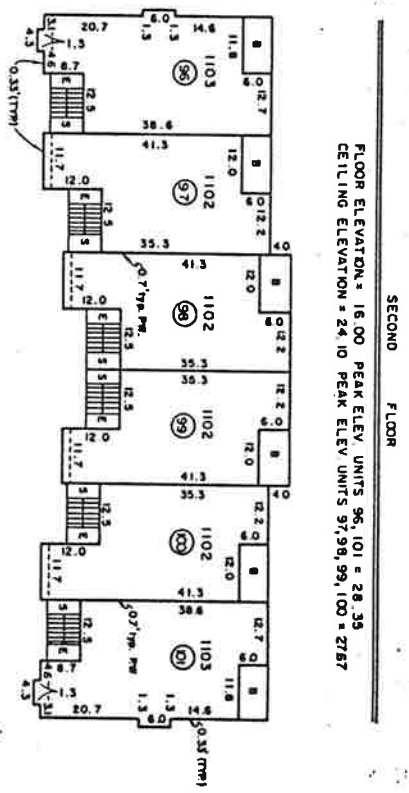
BUILDING PLAN

PREPARED BY
CUMBEY & FAIR, INC.
2463 ENTERPRISE ROAD
CLEARWATER, FLORIDA 34623
(813) -797-8982
J.N. 059A
3/16/98 SHEET 4 OF 6

EXHIBIT "C" Continued

SUN KETCH II, A CONDOMINIUM- PHASE FOUR PROPOSED

A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



NOTES

1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL + 0.00 FEET.
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATION, UNIT TYPES AND LOCATION.

- LEGEND
- E * ENTRY
 - B * BALCONY
 - P * PATIO
 - S * STAIRS
 - 102 * UNIT TYPE
 - ① * UNIT NUMBER



BUILDING PLAN

PREPARED BY
CUMBEY & FAIR, INC.
 2483 ENTERPRISE ROAD
 CLEARWATER, FLORIDA, 34623
 (813) -787-8982
 J.N. 099A SHEET 5 OF 6
 3/16/88

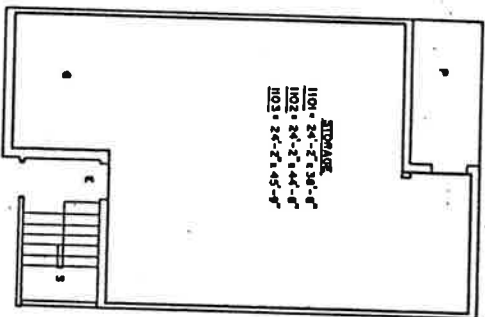
SUN KETCH II, A CONDOMINIUM- PHASE FOUR PROPOSED

A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

EXHIBIT "D"

FIRST FLOOR

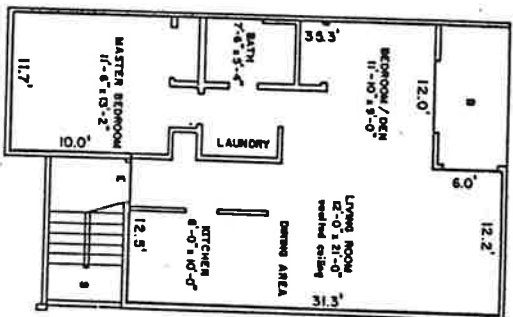
ALL EXTERIOR WALLS 0.67' WIDE



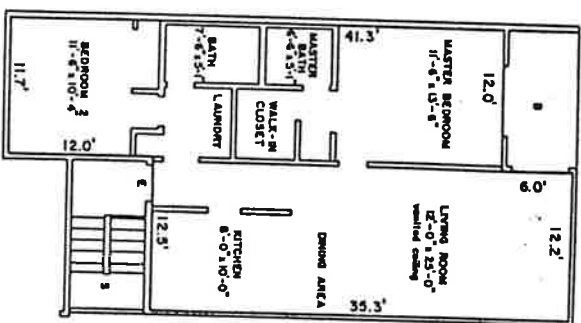
TYPE: 1101, 1102, 1103

SECOND FLOOR

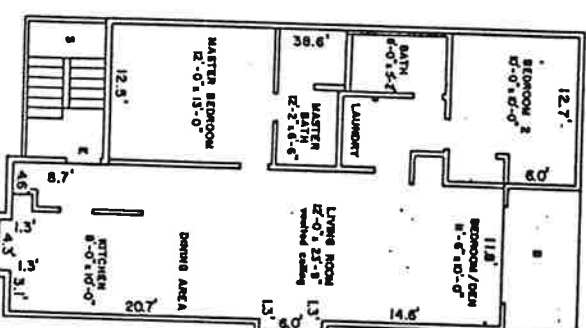
ALL WALLS EXCEPT PARTY WALLS 0.50' WIDE; PARTY WALLS 0.67' WIDE



TYPE UNITS
1101 NONE



TYPE UNITS
1102 86, 87, 88, 89,
91, 92, 93, 94,
97, 98, 99, 100,
103, 104, 105, 108,
109, 110



TYPE UNITS
1103 84, 89, 90, 95,
96, 101, 102, 106,
107, 111

- LEGEND**
- G - GARAGE
 - E - ENTRY
 - B - BALCONY
 - P - PATIO
 - S - STAIRS



NOTES

1. UNIT DIMENSIONS TYPICAL FOR ALL UNITS INCLUDING REVERSED UNITS.
2. BALCONIES, PATIOS & STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
3. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION UNIT TYPES AND LOCATION.
4. DIMENSIONS SHOWN HEREON ARE BASED ON PLANS BY SUNSTYLE HOMES CORP.

UNIT FLOOR PLANS

DESIGNED BY
CUMBER & FAIR, INC.
 2483 ENTERPRISE ROAD
 CLEARWATER, FLORIDA, 34623
 (813) - 797-8882
 J.N. 099A SHEET 6 OF 8
 3/16/99

JOINDER OF MORTGAGEE

The undersigned, BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, owner and holder of that certain Mortgage dated September 14, 1988 and recorded on September 15, 1988 in Official Records Book 6834, at Page 0376, of the Public Records of Pinellas County, Florida hereby joins in the Twelfth Amendment to Declaration of Condominium of SUN KETCH II, A CONDOMINIUM, pursuant to and in accordance with §718.104(3), Florida Statutes, for the purpose of granting its consent to the Declaration of Condominium of Sun Ketch II, A Condominium, recorded at O. R. Book 6541, Page 1815 of the Public Records of Pinellas County, Florida, as subsequently amended, and to the creation of Phase Four of the aforesaid condominium.

Signed, sealed and delivered in the presence of:

BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation

[Signature]
[Signature]

By: Thomas W. Schertan

Its: Vice President

Date: October 11, 1988

Attest:

By: Carol R. Step

(Corporate Seal)

Its: Operations Officer

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 11th day of October, 1988, by Patricia R. Shepard and Thomas R. Schertan as Operations Officer and Vice President respectively of BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: APRIL 16, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITER®

[Signature]
Notary Public, State of Florida

01 RECORDING
 REC _____
 DS _____
 INT _____
 FEES _____
 MIF _____
 P/C _____
 REV _____
 TOTAL 21.50

88265953
~~88259642~~

OR 6859 PG 1255

OR 6864 PG 0815

THIRTEENTH AMENDMENT TO
 DECLARATION OF CONDOMINIUM
 OF
 SUN KETCH II, A CONDOMINIUM

This Thirteenth Amendment to the Declaration of Condominium of Sun Ketch II, A Condominium, is made this 6th day of October, 1988, by SUNSTYLE HOMES CORPORATION, a Florida corporation (the "Developer").

W I T N E S S E T H

WHEREAS, the Declaration of Condominium of Sun Ketch II, A Condominium (the "Declaration") was recorded in O. R. Book 6541, Page 1815 of the Official Records of Pinellas County, Florida; and

WHEREAS, the First Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6541, Page 1863 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Second Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6547, Page 2374 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Third Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6564, Page 913 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Fourth Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6615, Page 2123 and re-recorded in O.R. Book 6634, Page 1127 both of the Official Records of Pinellas County, Florida; and

WHEREAS, the Fifth Amendment To Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6615, Page 2131 and re-recorded in O.R. Book 6634, Page 1135 both of the Official Records of Pinellas County, Florida; and

WHEREAS, the Sixth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6634, Page 1140 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Seventh Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6647, Page 1710 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Eighth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6659, Page 819 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Ninth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6702, Page 780 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Tenth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6702, Page 788 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Eleventh Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6781, Page 1625 of the Official Records of Pinellas County, Florida; and

WHEREAS, the Twelfth Amendment to Declaration of Condominium of Sun Ketch II, A Condominium was recorded in O. R. Book 6859, Page 1245 of the Official Records of Pinellas County, Florida; and

RECORDING
 10-20-88 10:02:20
 \$24.00
 TOTAL: \$24.00
 CHECK AMT. TENDERED: \$24.00
 CHANGE: \$0.00

RECORDING
 10-27-88 13:37:4
 \$24.00
 TOTAL: \$24.00
 CHECK AMT. TENDERED: \$24.00
 CHANGE: \$0.00

Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 96 Pages 84-88
 The Condominium Plats pertaining hereto are filed in Condominium Plat Book 101 Pages 91-93
 RE-RECORDED TO ADD NOTARY EXPIRATION DATE

COPIES FOR:
 STATE TITLE & ABSTRACT,
 2550-B NURSERY ROAD
 CLEARWATER, FL 33546
 PH. 813 - 520-0901

01 RECORDING
 REC 2440
 DS
 INT
 FEES
 MIF
 P/C
 REV
 88 OCT 27 PM 2:42

KARLEEN F. DE BLAKER
 CLERK OF CIRCUIT COURT
 PINELLAS COUNTY, FL.

This Instrument Was Prepared By
 Patrick G. Emmanuel of
 TAUB AND WILLIAMS
 100 S. Ashley Dr., Suite 2100
 P.O. Box 3130, Tampa, FL 33601

WHEREAS, Section 718.104(4)(e), Florida Statutes, provides that completed units within each substantially completed building in a condominium development may be conveyed to purchasers, notwithstanding that other buildings in the condominium are not substantially completed, provided that the building, in which the units to be conveyed are located, is completed in accordance with the terms of Section 718.104(4)(e), Florida Statutes, and a Certificate of Surveyor in compliance with said section is recorded with the original Declaration or as an Amendment to the Declaration; and

WHEREAS, Building 17 of Sun Ketch II, a Condominium-Phase Four is substantially completed in accordance with Section 718.104(4)(e), Florida Statutes; and

WHEREAS, the Developer desires to file the Surveyor Certificate required for said Building 17, along with a final Site Plan and Building Plan for said building;

NOW, THEREFORE, the Developer makes the following declarations:

1. The Declaration of Condominium of Sun Ketch II, a Condominium is hereby amended to add the Certificate of Surveyor, the Site Plan and the Building Plan for Building 17, which are attached hereto as Exhibits "A," "B," and "C," respectively.

2. This Amendment is subject to the terms, conditions, and requirements of the Declaration and to Chapter 718 of the Florida Statutes.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officer thereunto duly authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SUNSTYLE HOMES CORPORATION, a Florida Corporation

Sharon Lerner

By: Ralph W. Quartetti, President

Janet L. Strauss

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of October, 1988, by Ralph W. Quartetti, President of Sunstyle Homes Corporation, a Florida corporation, on behalf of the corporation.

My Commission Expires:

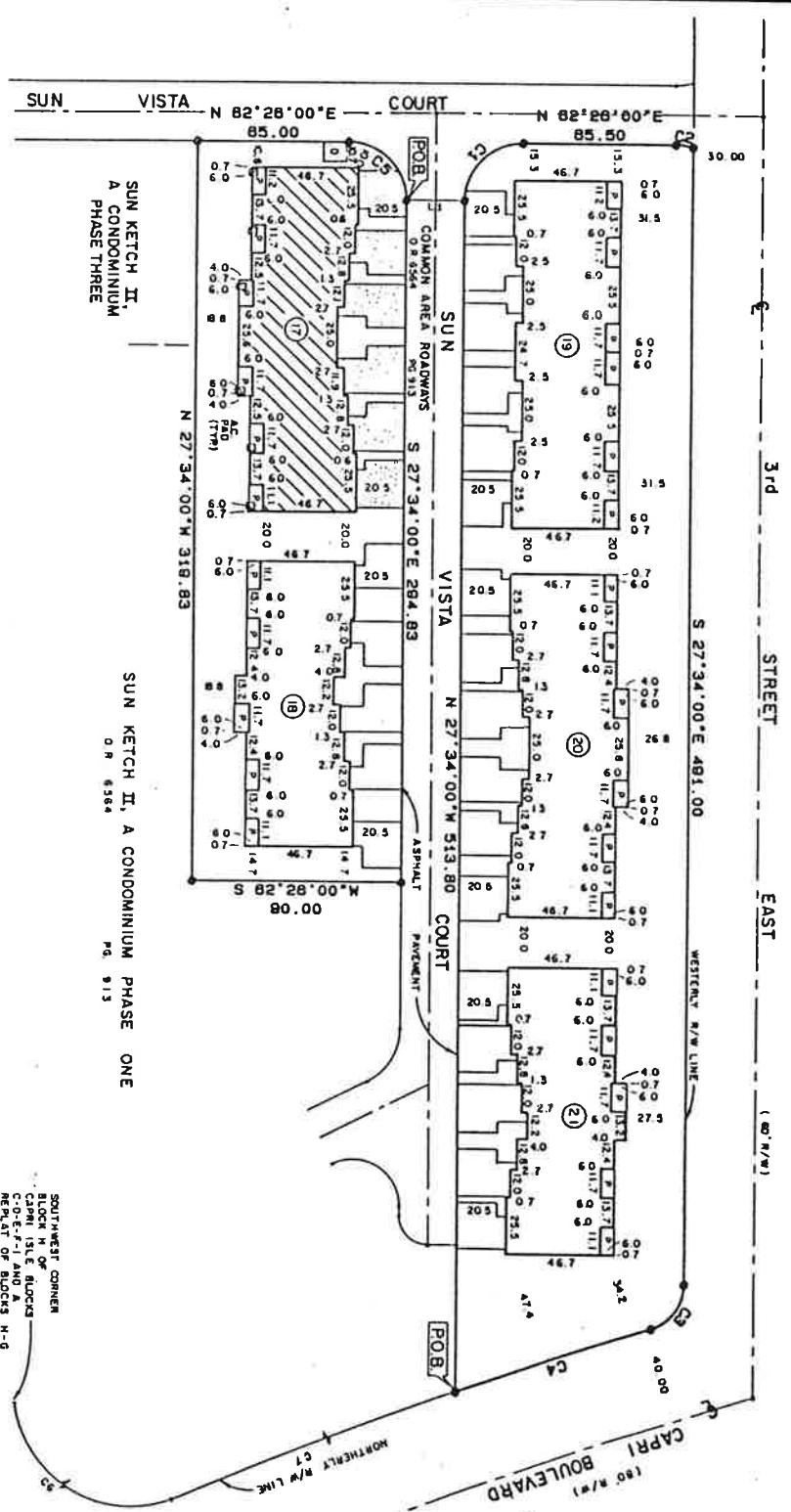
Chyllis A. Cohen
Notary Public
State of Florida

Notary Public, State Of Florida At Large
My Commission Expires June 19, 1990.
Bonded By SAFECO Insurance Company of America

EXHIBIT "B"

SUN KETCH I, A CONDOMINIUM - PHASE FOUR PROPOSED

A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



NOTES:

1. DRIVEWAYS AND PATIOS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
2. PATIOS ARE SHOWN THUS PATIO = P
3. ENCLOSED DUMPSTERS ARE COMMON ELEMENTS AND ARE SHOWN THUS DUMPMSTER = D.
4. ALL BUILDINGS ARE TWO STORY MASONRY AND FRAME.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATIONS UNIT TYPES AND LOCATION.
8. NOTES 5, 6, 7, APPLY TO BUILDINGS 18, 19, 20, 21.

▨ BUILDINGS SUBSTANTIALLY COMPLETE

LINE BEARING DISTANCE

1	S 02°28'00"W	25.00
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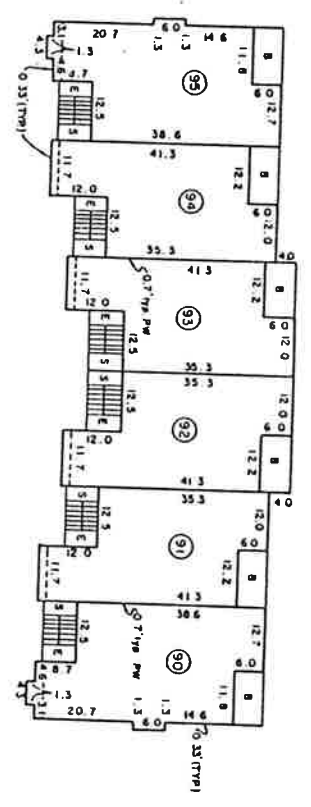
SITE PLAN

PREPARED BY
CUMBEY & FAIR, INC.
 2463 ENTERPRISE ROAD
 CLEARWATER, FLORIDA, 34623
 (813) - 797-8882

EXHIBIT "C"

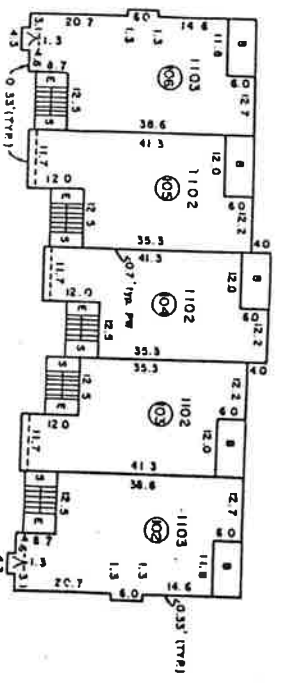
SUN KETCH II, A CONDOMINIUM - PHASE FOUR
 A CONDOMINIUM LYING IN SECTIONS 14 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA

FLOOR ELEVATION = 15.66
 CEILING ELEVATION = 23.72
 PEAK ELEV. UNITS 90, 95 = 28.08
 PEAK ELEV. UNITS 91, 92, 93, 94 = 27.41



SECOND FLOOR

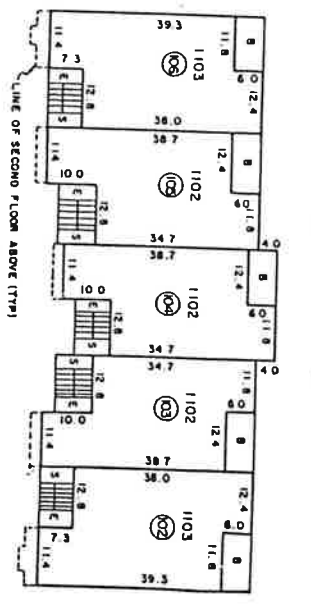
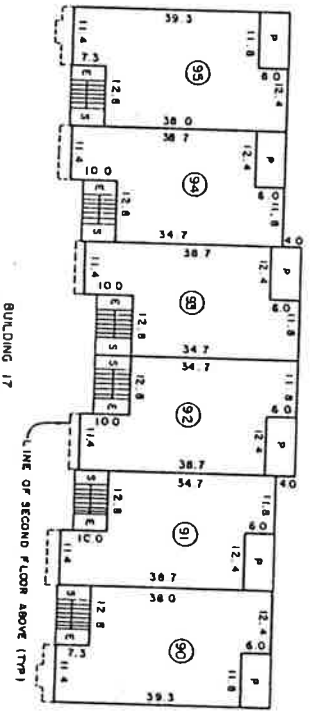
FLOOR ELEVATION = 16.00
 CEILING ELEVATION = 24.10
 PEAK ELEV. UNITS 102, 106 = 28.35
 PEAK ELEV. UNITS 103, 104, 105 = 27.67



FLOOR ELEVATION = 6.80
 CEILING ELEVATION = 14.95

FIRST FLOOR

FLOOR ELEVATION = 7.20
 CEILING ELEVATION = 15.24



NOTES

1. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, MEAN SEA LEVEL + 0.00 FEET.
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE THE INTERIOR FACES OF THE PERIMETER WALLS.
3. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
4. BALCONIES, PATIOS, STAIRS ARE LIMITED COMMON ELEMENTS APPURTENANT TO THOSE UNITS WHICH THEY ABUT.
5. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
6. DIMENSIONS SHOWN HEREON BASED ON PLANS BY SUNSTYLE HOMES, CORP.
7. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND MAY BE MODIFIED IN ACCORDANCE WITH THE DECLARATION INCLUDING BUT NOT LIMITED TO BUILDING CONFIGURATION, UNIT TYPES AND LOCATION.
8. NOTES 5, 6, 8, 7 APPLY ONLY TO BUILDING 18.

LEGEND

- E = ENTRY
- B = BALCONY
- P = PATIO
- S = STAIRS
- 102 = UNIT TYPE
- ① = UNIT NUMBER

NOT SUBSTANTIALLY COMPLETE
 BUILDING 18

BUILDING PLAN



DESIGNED BY
CUMBEY & FAIR, INC.
 2463 ENTERPRISE ROAD
 CLEARWATER, FLORIDA 34623
 (813) 797-6982
 J.N. 099A
 9/29/88
 SHEET 3 OF 3