

EXHIBIT "E"

BY-LAWS

OF

SUN KETCH I CONDOMINIUM ASSOCIATION, INC.

Bylaws

#9

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 I 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 May 6 1985, (the "Articles"). The Association has been organized for the purpose of administering SUN KETCH I, 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 Boulevard, 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 May 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 or 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-Law 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 twenty-five percent (25%) of the Unit Owners in the Condominium shall constitute a quorum.

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 the 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. 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 Directors, the number of Directors shall be increased to five (5). The number of Directors may be increased or decreased 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 Condominium 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 reasonable compensation 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 Association 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 the Association.
- (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 Board of 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 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 members of the Board of 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 may require that all officers and employees of the Association handling or responsible for Association funds as well as all employees of the management agent employed by the Association shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee and be written in an amount determined by the Board of Directors, but shall be at least the amount of the funds for which there is responsibility, and in no event less than 150% of the estimated annual operating expenses for the Condominium.

ARTICLE IV

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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 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
- (2) 120 days after 75% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
- (3) Three months after 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 construed 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. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% 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 fourteen (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 115% of the Assessments for the preceding year, the Board of Directors, upon written application of ten per cent 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 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 115% of the prior fiscal year's or calendar year's Assessment without approval of the majority of all the 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. 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 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 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 by accounts and receipt 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 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 the Condominium is recorded. No By-Law 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 on any Unit, 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 written 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, indentifying 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 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 purposes 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 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 6TH day of SEPTEMBER, 1985.

SUN KETCH I CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Secretary

EXHIBIT "F"

RULES AND REGULATIONS

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, campers, boats, trailers, mobile homes, and similar vehicles, are specifically prohibited from any portion of the Condominium Property, unless placed in an enclosed garage or a proper storage unit designated by the Association for storage of vehicles.

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 and the Common Elements shall at all times be kept in a clean and sanitary condition. The balconies, porches, 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. ~~No Unit shall be leased or rented for a period of less than 30 days, and any lease shall comply with Article XVI of the Declaration.~~

This instrument was prepared by:
Ellen Hirsch de Haan, Esquire
Becker & Poliakoff, P.A.
5999 Central Avenue, Suite 104
St. Petersburg, FL 33710

**NOTICE OF ACTION TO OPT OUT OF THE STATUTORY VOTING
AND ELECTION PROCEDURES AND TO READOPT THE VOTING AND
ELECTION PROCEDURES IN THE BY-LAWS OF
SUN KETCH I CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Sun Ketch I Condominium Association, Inc. (hereinafter Association) is the Florida not-for-profit corporation which operates and maintains the Sun Ketch I, A Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 6082, Page 484, et seq., of the Public Records of Pinellas County, Florida; and

WHEREAS, Section 718.112(2)(d), Florida Statutes provides, in pertinent part, that an association may opt out of the statutory voting and election provisions and, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its By-Laws; and

WHEREAS, not less than a majority of the total voting interests of the Association voted to opt out of the statutory voting and election procedures and readopt the voting and election procedures contained in the By-Laws of the Association, as same may be duly amended from time to time, at a meeting held on DECEMBER 11, ~~1996~~ 1995

NOW, THEREFORE, notice is hereby given that the Association opts out of the voting and election procedures set forth in Section 718.112(2)(b)(2) and (d)(3), Florida Statutes and readopts the voting and election procedures contained in the By-Laws of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of November, 1996, at the City of Treasure Island, Pinellas County, Florida.

WITNESSES

Sign Frank G. Clope
Print FRANK G. CLOPE
Sign Martin J. Gley
Print MARTIN J. GLEY

SUN KETCH I CONDOMINIUM
ASSOCIATION, INC.

By: Peg Stetson
Peg Stetson, President
Address: 267 NAUTILUS WAY
TREASURE ISL. FL
33706

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10 day of November, 1996 by Peg Stetson, as President of Sun Ketch I Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign P.A. Hagan
print P.A. Hagan
My Commission expires: 1/21/2000

OFFICIAL NOTARY SEAL
P.A. HAGAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC323743
MY COMMISSION EXP. JAN. 21, 2000