

Return to: LandAmerica / Lawyers Title
18501 Murdoch Circle, Suite 402
Port Charlotte, FL 38948



Prepared by and Return to:
Christopher C. Brockman, Esquire
Holland & Knight LLP
200 S. Orange Avenue, Suite 2600
Orlando, FL 32801

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
SUNRISE POINTE, A CONDOMINIUM**

THIS FIRST AMENDMENT ("Amendment") is made this 21st day of September, 2006, by LEMON BAY HORIZONS, L.L.C., a Florida limited liability company ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium of Sunset Pointe, a Condominium ("Declaration"), recorded in Official Records Book 2718, Page 1575, of the Public Records of Charlotte County, Florida.

B. Sunset Pointe, a Condominium, ("Condominium") is a condominium created under the Declaration pursuant to Chapter 718, Florida Statutes.

C. At this time, Developer retains the right to control Sunset Pointe Condominium Association, Inc. ("Association") and owns all of the Units in the Condominium; therefore, pursuant to Section 13 of the Declaration, Developer alone has the right to amend the Declaration.

D. The Developer desires to modify the Declaration to, among other things, number the Slips (defined below), as set forth herein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A-1" of the Declaration is amended to add the Specific Purpose Surveyor Map and Certificate of Substantial Completion for the Condominium (collectively, the "Completion Documents"), as more fully described in the Addendum to Exhibit "A-1" attached hereto and made a part hereof. The Completion Documents supplement Exhibit "A-1" contained in the Declaration. All references to Exhibit "A-1" herein and in the Declaration shall mean and refer to the Exhibit "A-1" contained within the Declaration, together with the Addendum to Exhibit "A-1" attached hereto and made a part hereof.

2. Exhibit "A-1" of the Declaration is further amended to add the Dock Drawing prepared by Giffels-Webster Engineers, Inc. (the "Dock Drawing"), as more fully described in the Second Addendum to Exhibit "A-1" attached hereto and made a part hereof. The

Dock Drawings further supplement Exhibit "A-1" contained in the Declaration. All references to Exhibit "A-1" herein and in the Declaration shall mean and refer to the Exhibit "A-1" contained within the Declaration (and the First Addendum to Exhibit "A-1"), together with the Second Addendum to Exhibit "A-1" attached hereto and made a part hereof.

3. Section 2.5.10 is hereby added to the Declaration as follows:

"2.5.10 The Boat Dock and the Association Slips (if any, as they exist from time to time), subject to the rights of each Owner of a Slip to the sole and exclusive possession of his/her Slip, subject to the terms and conditions of the License Agreement, this Declaration and the rules and regulations of the Association."

4. Section 10.18 of the Declaration is hereby amended by adding the following:

"Developer has constructed and is the owner of the boat dock depicted on the Dock Drawing ("Boat Dock"), which consists of the main dock structure and seven (7) individual boat slips (each a "Slip" and all the "Slips"). Each of the Slips is described or depicted on the Dock Drawing, and each is individually numbered (1 through 7) for identification purposes. It is the intent of the Developer that the Boat Dock and the Slips be conveyed to the Association; provided, however, such conveyance shall be subject and subordinate to the right of Developer to sell to certain Unit Owners a license for the exclusive use and control of a Slip. Developer also may, but is not required to, grant a license in certain of the Slips to the Association (the "Association Slips"), in lieu of selling a license for same to a Unit Owner; all Association Slips shall be held by the Association, and may be used by the Unit Owners, in common, in strict compliance with any rules and regulations relating to same adopted by the Board of the Association. The Association acknowledges and agrees that, upon conveyance of same from Developer, it will be or is responsible for the operation and maintenance of the Boat Dock and the Slips (collectively, the "Dock"), in accordance with the provisions set forth herein, and the Association agrees to accept title to the Dock, subject to the right of Developer to sell a license to a Slip and the rights of a Unit Owner to exclusive possession of the Slip pursuant to his / her individual License Agreement.

"Developer shall have the right to grant, convey and set over onto a Unit Owner, his successors and assigns, a license for the use of a Slip ("License") pursuant to a written license agreement between Developer and the Unit Owner ("License Agreement"), which License shall be for the exclusive use of the Slip referenced therein, subject to the terms of the License Agreement, this Declaration, and the rules and regulations of the Association. A License may be owned only by a Unit Owner, Developer or the Association, and may be conveyed only as set forth herein. The Association shall maintain a master ledger in which it shall record the ownership of each Slip.

"At such time as a Unit Owner who holds a License for a Slip sells or otherwise conveys or transfers title to the Unit, the Unit Owner agrees that it shall transfer the License Agreement for the use of the Slip to the purchaser of the Unit, which transfer shall be on such monetary terms and conditions as the parties may agree. In the event that the purchaser of the Unit does not accept the transfer of the License Agreement for the use of the Slip, then the Unit Owner may transfer the License Agreement for the use of the Slip to another Unit Owner, which transfer shall be on such monetary terms and conditions as the

parties may agree. The use rights of the subsequent owner of the Slip shall be subject to the terms and conditions of the License Agreement, this Declaration and the rules and regulations of the Association. At such time as the Unit Owner transfers the License Agreement for the use of the Slip as permitted hereunder, the Unit Owner shall immediately give written notice of such transfer and a copy of the transfer with the names and addresses of the transferee to the Association. The Association shall enter into a new license agreement with the transferee.

"If a Unit Owner is unable to transfer a License Agreement for the use of a Slip to another Unit Owner, then at such time as the Unit Owner conveys or transfers title to its Unit, the Unit Owner's interest in the Slip automatically shall revert to Developer, at no expense to Developer (with any charges, fees or expenses being paid by the Unit Owner). If Developer has at that time sold or conveyed all seven (7) Slip licenses, and all of its properties in the Condominium, then the Unit Owner's interest in the Slip automatically shall revert to the Association, at no expense to the Association (with any charges, fees or expenses being paid by the Unit Owner).

"Any amount charged by Developer or the Association for the transfer of the License as permitted in the License Agreement and any amount charged by the Unit Owner upon the permitted transfer of the License Agreement to any other Unit Owner shall be subject to the terms and conditions of their respective purchase and sale agreements and shall not be governed by any third party or by this Declaration; however, Developer's and/or the Association's charges for documenting and/or coordinating the transfer (as opposed to the sale of the Slip itself) shall not exceed Five Hundred and No/100 Dollars (\$500.00) per transfer. Provided that in all events, the use of the Slip by any Unit Owner, irrespective of the manner in which it is transferred, at all times shall be subject to the rights and obligations as set forth in the License Agreement, this Declaration and the rules and regulations of the Association.

"If at any time during a Unit Owner's ownership of the Unit, the Unit Owner desires to terminate its License Agreement for the use of the Slip, then it may transfer this License Agreement to use the Slip only to another Unit Owner, while still continuing to own its Unit. Upon such transfer, the Unit Owner immediately shall give written notice of the transfer and a copy of the transfer with the names and addresses of the transferee to the Association. The Association shall enter into a new license agreement with the transferee. Notwithstanding the foregoing, if the Unit Owner is unable to transfer the License Agreement for the use of the Slip to another Unit Owner, then at such time as the Unit Owner conveys or transfers title to its Unit, the Unit Owner's interest in the Slip automatically shall revert to Developer, at no expense to the Developer (with any charges, fees or expenses being paid by the Unit Owner). If Developer has at that time sold or conveyed all seven (7) Slip licenses, and all of its properties in the Condominium, then the Unit Owner's interest in the Slip automatically shall revert to the Association, at no expense to the Association (with any charges, fees or expenses being paid by the Unit Owner).

"If, at any time, the Unit Owner abandons the use of the Slip and/or fails to make the payments as set forth below, same shall constitute a default under its License Agreement. The Association shall give written notice of such default to the Unit Owner at the address of the Unit and if the Unit Owner does not cure such default within fifteen (15)

days from the date of receipt of such notice, then this License Agreement automatically shall terminate on such date and thereupon the right to grant a license agreement to another Unit Owner shall revert to Developer, at no expense to Developer (with any charges, fees or expenses being paid by the Unit Owner). If Developer has at that time sold or conveyed all seven (7) Slip licenses, and all of its properties in the Condominium, then the Unit Owner's interest in the Slip automatically shall revert to the Association, at no expense to the Association (with any charges, fees or expenses being paid by the Unit Owner).

"Upon conveyance of the Dock to the Association, the Dock shall be maintained by the Association. In connection with the maintenance and operation of the Dock, the Association shall have the right to charge all Unit Owners a use fee ("General Fee") that is sufficient to include all lease fees and costs of maintenance, repair and operation of the Dock, including the costs of insurance, taxes, utilities and all necessary repairs, as more fully set forth in this Declaration, but specifically excluding any maintenance and repair to the Slips. In addition to the General Fee which shall be paid by all Unit Owners, each owner of a Slip shall be subject to any such fees which the Association may determine are necessary for the maintenance (including utilities) and repair of the seven (7) Slips ("Slip Fee"). It shall be the obligation of each Unit Owner who owns a Slip to perform all necessary maintenance and repair to maintain his Slip in a first class manner and in good working order, and the Unit Owner hereby agrees to maintain his Slip in accordance with this standard. In the event the Unit Owner shall fail to maintain his Slip in accordance with the terms hereof, then, upon thirty (30) days prior written notice from the Association to the Unit Owner, the Association shall have the right to make the repairs, with the Unit Owner being responsible for the reimbursement of all costs incurred as to said repair by the Association; provided, however, in the event the repair is of a nature that cannot reasonably be repaired within said thirty (30) period, then Unit Owner shall have such additional time as is necessary, provided he has commenced and is diligently pursuing the completion of said repairs. In the event the Unit Owner fails to make the necessary repairs within the foregoing time-frames, the Association shall have the right, but not the obligation, to make the repairs and charge the Unit Owner for any cost, expense and/or fee which the Association may determine is necessary the completion of the repairs. Notwithstanding anything herein to the contrary, in the event the need for any repair is an emergency as determined by the Association in its sole, but reasonable, discretion, then the Association shall have the right to make immediate repairs without the notice and cure rights to the Unit Owner as set forth above, provided the Association shall make reasonable efforts to first notify the Unit Owner of the need for said repairs. If at any time the Unit Owner who owns a Slip fails to pay any and/or all of the use fees, assessments and/or reimbursements as established hereunder and from time to time by the Association, then in such event the Association shall have the right, in addition to any and all other rights for failures to pay assessments due under the Declaration, to terminate the License Agreement and all rights to use the Slip, in the manner more fully set forth herein. Upon such termination, the Unit Owner shall not be entitled to any reimbursement of any amounts paid by the Unit Owner to acquire the License Agreement for the Slip or amounts paid to maintain the Slip. The Association shall then have the right to transfer the License Agreement for the Slip and all use rights to another Unit Owner in the Project.

"In no event may a license to use the Slip be granted by any person or entity other than a Unit Owner or the Association or the Developer and there shall be no sublicensing or

leasing of the Slip to anyone other than a Unit Owner. No commercial use of the Dock or a Slip shall be permitted.

"Each Unit Owner who owns a Slip shall maintain liability insurance on the Slip to insure against any and all losses arising from or in connection with any action or inaction on the part of the Unit Owner, his or her guests, invitees or employees on or about the Dock or the Slip. In consideration of the grant of the License for the Slip, each Unit Owner who owns a Slip agrees to indemnify and hold Developer and the Association harmless from and against any and all claims, loss, and damage incurred by Developer or the Association arising from or in connection with any action or inaction of the Unit Owner, his or her guest, invitees or employees with respect to the Dock and the Slip."

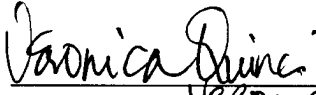
5. Association joins in and executes this Amendment to acknowledge it has consented to the construction of the Dock upon submerged lands which Association has leased from the State of Florida, as contemplated in the Declaration, and agrees to accept conveyance of the Dock from Developer (subject to the rights of any Unit Owner(s) who have entered into License Agreements for Slip(s) prior to the time of such conveyance, and the ongoing right of Developer to sell Licenses for the Slips). A copy of the submerged lands lease is attached hereto as part of the Second Addendum to Exhibit "A-1".

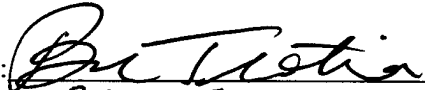
6. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration has been duly executed on this 21st day of September, 2006.

Signed in the presence of:

LEMON BAY HORIZONS, L.L.C., a Florida limited liability company


Print Name: VERONICA Quinci

By: 
Name: Brian L. Trotter
Title: Sr. Vice President


Print Name: Megan Lancendorfer

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing First Amendment to the Declaration was acknowledged before me, this _____ day of September, 2006, by _____, as _____ of LEMON BAY HORIZONS, L.L.C., a Florida limited liability company, on behalf of said company. He/She [] is personally known to me or [] has produced _____ as identification.

Signature of Person Taking
Acknowledgment
Print Name: _____
Title: Notary Public
Serial No. (if any): _____
Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

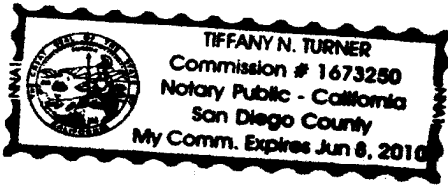
County of San Diego

On 9/21/06 before me, Tiffany N. Turner, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Brian L. Trotter
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Tiffany N. Turner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

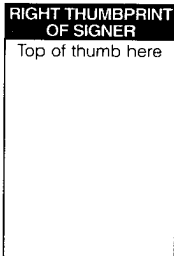
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

JOINDER AND CONSENT OF ASSOCIATION

Signed in the presence of:

SUNSET POINTE CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation

Veronica Quinci

Print Name: Veronica Quinci

By: *Bruce Trotter*
Name: Bruce L. Trotter
Title: Sr. Vice President

Megan Lancendorfer

Print Name: Megan Lancendorfer

[CORPORATE SEAL]

Address: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing First Amendment to the Declaration was joined in and consented to and acknowledged before me, this ___ day of September, 2006, by _____, as _____ of SUNSET POINTE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. He/She [] is personally known to me or [] has produced _____ as identification.

Signature of Person Taking
Acknowledgment
Print Name: _____
Title: Notary Public
Serial No. (if any): _____

Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 9/21/06 before me, Tiffany N. Turner, Notary Public

personally appeared Brian L. Trotter

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Tiffany N. Turner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

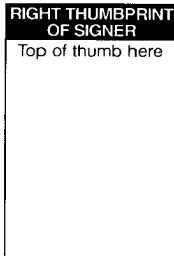
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

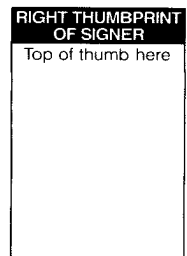
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

MORTGAGEE'S CONSENT AND JOINDER

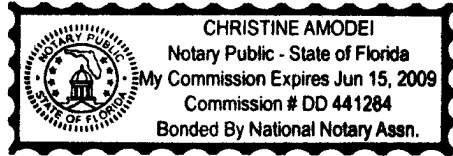
The undersigned hereby certifies that M&I Marshall & Ilsley Bank, f/k/a/ Gold Bank is the holder of a mortgage recorded in Public Records Book 2457, Page 1996, Public Records of Charlotte County, Florida, and related documents, which encumber the property described in the foregoing "First Amendment to the Declaration of Condominium of Sunrise Pointe, a Condominium" and that M&I Marshall & Ilsley Bank, f/k/a/ Gold Bank shall and does hereby consent to and join in the foregoing First Amendment to the Declaration of Condominium of Sunrise Pointe, a Condominium, this 22nd day of September, 2006.

M&I MARSHALL & ILSLEY BANK,
a Wisconsin banking institution, f/k/a
GOLD BANK

Witnesses:

Christine Amodei
Name: Christine Amodei
Barbara Finig
Name: Barbara Finig

By: David Palmer
Name: David Palmer
Title: Community Bank President



STATE OF Florida)
COUNTY OF Charlotte)

The foregoing instrument was acknowledged before me this 22nd day of September, 2006, by David Palmer, as Comm. Bank Pres. of M&I MARSHALL & ILSLEY BANK, a Wisconsin banking institution, f/k/a GOLD BANK who is personally known to me or [] has produced his driver's license as identification and who did not take an oath.

Christine Amodei
Signature of Person Taking
Acknowledgment
Print Name: Christine Amodei
Title: Notary Public
Serial No. (if any): _____
Commission Expires: 6/15/09

STRAYER SURVEYING & MAPPING, INC. Addendum to Exhibit A-1

CERTIFICATE OF SURVEYOR

I, Robert B. Strayer, Jr., of Venice, Florida, certify as follows:

1. I am a Surveyor & Mapper authorized to practice in the State of Florida.
2. This certificate is made to Lemon Bay Horizons, L.L.C. a Florida limited liability company, and in compliance with section 718.104(4) (e), Florida statutes.
3. This certificate is made with respect to Building 1, Units 201-204; 301-304; 401-404; and Building 2, Units 201-204; 301-304; 401-404; Sunrise Pointe, A Condominium shown on the Condominium Plat recorded in Condominium Plat Book 15; Page(s) 20A-20H, Public Records of Charlotte County, Florida. Located at 2225 (Building 1) and 2245 (Building 2) North Beach Road Englewood, Florida.
4. The construction of the improvements designated as Building 1 and Building 2, referenced on the plat recorded in condominium exhibit book 15, page(s) 20A-20H public records of Charlotte County, Florida ("plat") which is attached as Addendum to Exhibit "A-1" to the declaration of condominium recorded in official records book 2718, page(s), 1575 through 1643, public records of Charlotte County, Florida, as amended (declaration), is substantially complete, so that this material, shown on the attached sheets as Addendum to Exhibit "A-1" of the declaration, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location, and dimensions of the common elements, and of each unit can be determined from these materials.
5. As per the attached Addendum to Exhibit "A-1" to the said declaration of condominium, the common element defined in paragraph 2.5.6 of the declaration consisting of the swimming pool and related improvements have not been constructed as of the time of this certificate.

Robert B. Strayer, Jr.
 Professional Surveyor & Mapper
 Florida Registration # 7038
 Strayer Surveying & Mapping, Inc.
 763 Shamrock Blvd.
 Venice, Florida 34293

SUNRISE POINTE

A CONDOMINIUM
IN
SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST
CHARLOTTE COUNTY, FLORIDA.

SURVEYOR NOTES:

SUBJECT TO: EASEMENT TO FLORIDA POWER AND LIGHT COMPANY FOR UTILITY PURPOSES AS RECORDED IN OFFICIAL RECORDS BOOK 2927, PAGE 2088, AND OFFICIAL RECORDS BOOK 2986, PAGE 1550, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1218, PAGE 36, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2935, PAGE 44, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
EASEMENTS AND OTHER MATTERS AS SHOWN ON THE PLAT OF R. CLARENCE BROWN SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 53, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
THERE ARE NO APPARENT ENCROACHMENTS OTHER THAN SHOWN, NO BOUNDARY LINE DISPUTES, EASEMENTS OR CLAIMS OF EASEMENTS OF WHICH WE HAVE KNOWLEDGE.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT OF R. CLARENCE BROWN'S SUBDIVISION, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH ROAD, BEING S 29°18'49" E. (ASSUMED BEARING BASIS).
SWING, CHARACTERS AND OR POSITIONS MAY BE EXAGGERATED FOR CLARITY.
ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, MOND 29, AND ARE REFERRED TO A DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT A-04, PUBLISHED ELEVATION 7.45.

CERTIFICATE OF SURVEYOR

1. THE UNDERSIGNED FLORIDA REGISTERED SURVEYOR AND MAPPER, HEREBY CERTIFY THAT:
1. THIS PLAT, DESIGNATED AS ADDENDUM TO EXHIBIT "A-1" TO THE DECLARATION OF CONDOMINIUM AS AMENDED FOR SURRISE POINTE, A RESIDENTIAL CONDOMINIUM, CONSISTING OF 8 SHEETS, IS A CORRECT REPRESENTATION OF THE SURVEY OF THE LAND DESCRIBED AND SHOWN HEREON, MADE UNDER MY DIRECTION ON SEPTEMBER 15, 2006, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, RULE NO. 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
2. ALL EXISTING EASEMENTS ENCUMBERING THE LAND AS RECORDED IN THE PUBLIC RECORDS AND PROVIDED BY LAND AMERICA LAWYERS, TITLE #TITLE POLICY NO. 9903853, EFFECTIVE DATE JULY 18, 2006, ARE SHOWN ON THIS PLAT.
3. BUILDING #1, CONSISTING OF UNITS 201-204, 301-304, 401-404, AND BUILDING #2, CONSISTING OF UNITS 201-204, 301-304, 401-404, INCLUDING: ARE SUBSTANTIALLY COMPLETE AS OF SEPTEMBER 15, 2006.
4. THE PLAT, TOGETHER WITH THE PROVISION OF THE DECLARATION AS AMENDED DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS.
5. AS TO THE UNDEVELOPED LAND AND BUILDINGS, THE IDENTIFICATION OF EASEMENTS AND DIMENSIONS OF THE COMMON ELEMENTS AND OR-OR-OR CAN BE OBTAINED FROM THE PLAT AND THE PROVISIONS OF SAID DECLARATION.
6. THE SURVEYOR'S SERVICES AND OBLIGATIONS ARE NOT LIMITED TO THE ELEMENTS OF THE BUILDINGS, SAID UNITS AND COMMON ELEMENTS, BUT EXTENDS TO THE SUBSTANTIALLY COMPLETE LOCATIONS OF THE BUILDINGS AND COMMON ELEMENTS.
7. I HAD NO REASON TO BELIEVE THAT THE SURVEYOR'S BOOK, DECK, GAZEBO AND OR-OR-OR WERE NOT CONSTRUCTED AT THE TIME OF THIS CERTIFICATION.

STATE OF FLORIDA
COUNTY OF CHARLOTTE
I, **Robert B. Strayer**, Surveyor and Mapper, No. 6639, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.
ROBERT B. STRAYER, SURVEYOR AND MAPPER, INC.
LICENSED SURVEYOR BUSINESS NO. 6639
1000 W. UNIVERSITY AVENUE, SUITE 200
TALLAHASSEE, FLORIDA 32304
DATE: 9/15/06

CONDOMINIUM PROPERTY LEGAL DESCRIPTION:
LOTS 8, 9 & 10, R. CLARENCE BROWN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 53, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
LYING AND BEING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, HAVING AN AREA OF 70,124 SQUARE FEET, OR 1.61 ACRES, MORE OR LESS.

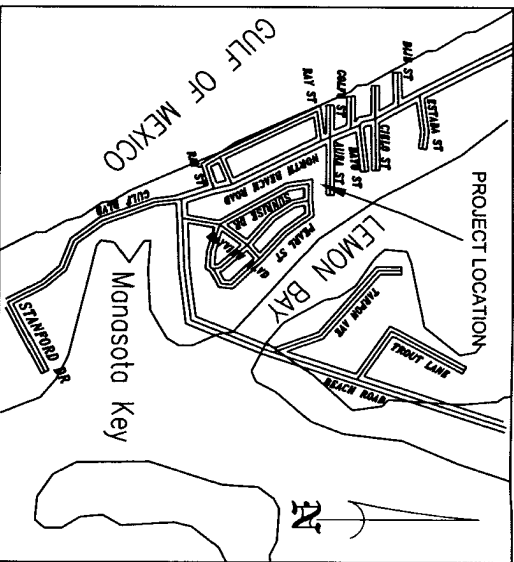
UNIT DESCRIPTION AND NOTES

COMMON ELEMENTS: "COMMON ELEMENTS" MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS AND SHALL INCLUDE:
1. THE TANGIBLE PERSONAL PROPERTY REQUIRED FOR THE MAINTENANCE AND OPERATION OF THE CONDOMINIUM.
2. THE PERSONAL PROPERTY AND INSTALLATIONS REQUIRED FOR FURNISHING UTILITY AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO A UNIT OTHER THAN THE UNIT CONTAINING THE INSTALLATION CONCERNED, SUCH AS ELECTRIC, GAS, WATER, HEATING, AIR CONDITIONING, GARAGE, SEWER, TELEPHONE, AND CABLE TV.
3. EASEMENTS INCLUDING BUT NOT LIMITED TO, EASEMENTS FOR SUPPORT AND ACCESS.
4. THE LAND AND THE PARTS OF THE BUILDINGS NOT INCLUDED IN THE UNITS.
5. ALL PORTIONS OF THE STORM-WATER MANAGEMENT SYSTEM FOR THE CONDOMINIUM.
6. THE SWIMMING POOL (WHEN COMPLETE) AND RELATED IMPROVEMENTS.
7. ALL UNCOVERED PARKING SPACES LOCATED OUTSIDE OF THE BUILDINGS.
8. ALL OTHER PORTIONS OR ELEMENTS OF THE CONDOMINIUM PROPERTY WHICH ARE RATIONALLY OF COMMON USE OR NECESSARY TO THE EXISTENCE, USE, KEEP AND SAFETY OF THE CONDOMINIUM.
9. THE GARAGEHOUSE AND GATE FACILITIES AND RELATED IMPROVEMENTS.
LIMITED COMMON ELEMENTS: EACH UNIT HAS LIMITED COMMON ELEMENTS APPURTENANT THERETO FOR THE EXCLUSIVE USE OF A UNIT ARE AS FOLLOWS:
1. AIR CONDITIONING/HEATING: EACH UNIT HAS AN AIR CONDITIONING/HEATING COMPRESSOR UNIT ON THE ROOF OF THE BUILDING OR IN THE COMMON AREAS. EACH UNIT OWNER SHALL MAINTAIN THE AIR CONDITIONING/HEATING COMPRESSOR APPURTENANT TO HIS UNIT.
2. COVERED PARKING SPACE: UNITS B1 AND C1 ON THE FIRST FLOOR OF EACH BUILDING EACH HAVE A DESIGNATED COVERED GARAGE SPACE WITH A SINGLE-CAR CAPACITY ON THE GROUND FLOOR OF THE BUILDING AND A DESIGNATED UNCOVERED PARKING SPACE ON THE PROPERTY. THE REMAINING UNITS EACH HAVE A DESIGNATED COVERED GARAGE SPACE WITH A TWO-CAR CAPACITY ON THE GROUND FLOOR OF THE BUILDING. THE COVERED GARAGE SPACES SHOWN ON THIS PLAT DENOTED THE UNIT DESIGNATION OF THE SPACES. THE DEVELOPER SHALL HAVE THE SOLE RIGHT TO SELL AND/OR ASSIGN THE EXTRA AND UNASSIGNED COVERED PARKING SPACE IN EACH BUILDING BUILDING TO A SPECIFIC UNIT ON OR BEFORE THE SALE BY THE DEVELOPER TO A UNIT OWNER OF THE CONDOMINIUM BY RECORDING IN THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, A DEED OR OTHER INSTRUMENT DESIGNATING THE COVERED PARKING SPACE NUMBER AND THE UNIT APPURTENANT THERETO.
3. STORAGE FACILITY: EACH UNIT HAS A DESIGNATED STORAGE FACILITY ON THE GROUND FLOOR OF THE BUILDING. THE MAINTENANCE AND ADMINISTRATION OF THE STORAGE FACILITIES SHALL BE INCLUDED AS PART OF THE COMMON EXPENSES OF THE ASSOCIATION.
4. LAWN: IF A LAWN, BALCONY, PORCH, PATIO, TERRACE OR SIMILAR ASSOCIATED IMPROVEMENT IS LOCATED ADJACENT TO A UNIT, THE UNIT OWNER SHALL BE ENTITLED TO USE SAID. THE MAINTENANCE OF THE LAWN (EXCEPT AS OTHERWISE PROVIDED HEREIN) SHALL BE INCLUDED AS PART OF THE COMMON EXPENSES OF THE ASSOCIATION.
5. COMMON ELEMENTS: THE COMMON ELEMENTS SHALL INCLUDE THE LAND AND ALL OTHER PARTS OF THE CONDOMINIUM NOT WITHIN THE UNITS.
6. SHARED USE OF COMMON ELEMENTS: UNIT OWNERS SHALL HAVE THE USAGE OF THE COMMON ELEMENTS.

INDEX OF SHEETS:
SHEET 1 - COVER SHEET
SHEET 2 - SURVEY & PLAT PLAN
SHEETS 3-4 - UNIT FLOOR PLANS
SHEETS 5-6 - GARAGE PLANS
SHEETS 7-8 - ELEVATION VIEWS

CONDOMINIUM BOOK 15, PAGE 204 SHEET 1 OF 8 SHEETS

ADDENDUM TO EXHIBIT "A-1" of the Declaration of Condominium recorded in Official Records Book 2718, Pages 1575-1643, of the Public Records of Charlotte County, Florida



LOCATION MAP NOT TO SCALE

UNIT BOUNDARIES:
THE FOLLOWING GENERAL PROVISIONS SHALL APPLY TO EACH UNIT:
1. BOUNDARIES: EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT WHICH LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
A. UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:
a. UPPER BOUNDARY: THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED CEILING, INCLUDING THE UNDECORATED FINISHED CEILING OR OVERHEAD OF ANY PORCH OR LAWN.
b. LOWER BOUNDARY: THE PLANE OF THE UNDECORATED FINISHED FLOOR OF ANY PORCH OR LAWN.
B. PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE UPPER AND LOWER BOUNDARIES:
a. UNIT INTERIORS: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
b. LAWN BOUNDARIES: IF A LAWN IS PRESENT WITHIN A UNIT, THE PERIMETRICAL BOUNDARIES OF THE LAWN SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR WALLS EXTENDED TO INTERSECTIONS WITH EACH OTHER AND THE UPPER AND LOWER BOUNDARIES AND THE UNPAINTED FINISHED SURFACE OF THE PERMITTED BALUSTRADES OR RAILING ABOUTING OR ENCLOSING THE LAWN. THE TERM "LAWN" ALSO SHALL INCLUDE ANY BALCONY, PORCH, PATIO, TERRACE, OR SIMILAR IMPROVEMENT ASSOCIATED WITH A UNIT.

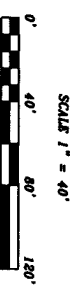
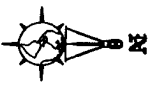


Strayer Surveying & Mapping, Inc.
763 Shomrock Boulevard
Venice, Florida 34293
Phone (941) 496-9488
Fax (941) 497-6186
335 Tomiami Trail
Cortez, Florida 32953
Phone (941) 624-4900
Fax (941) 624-3471

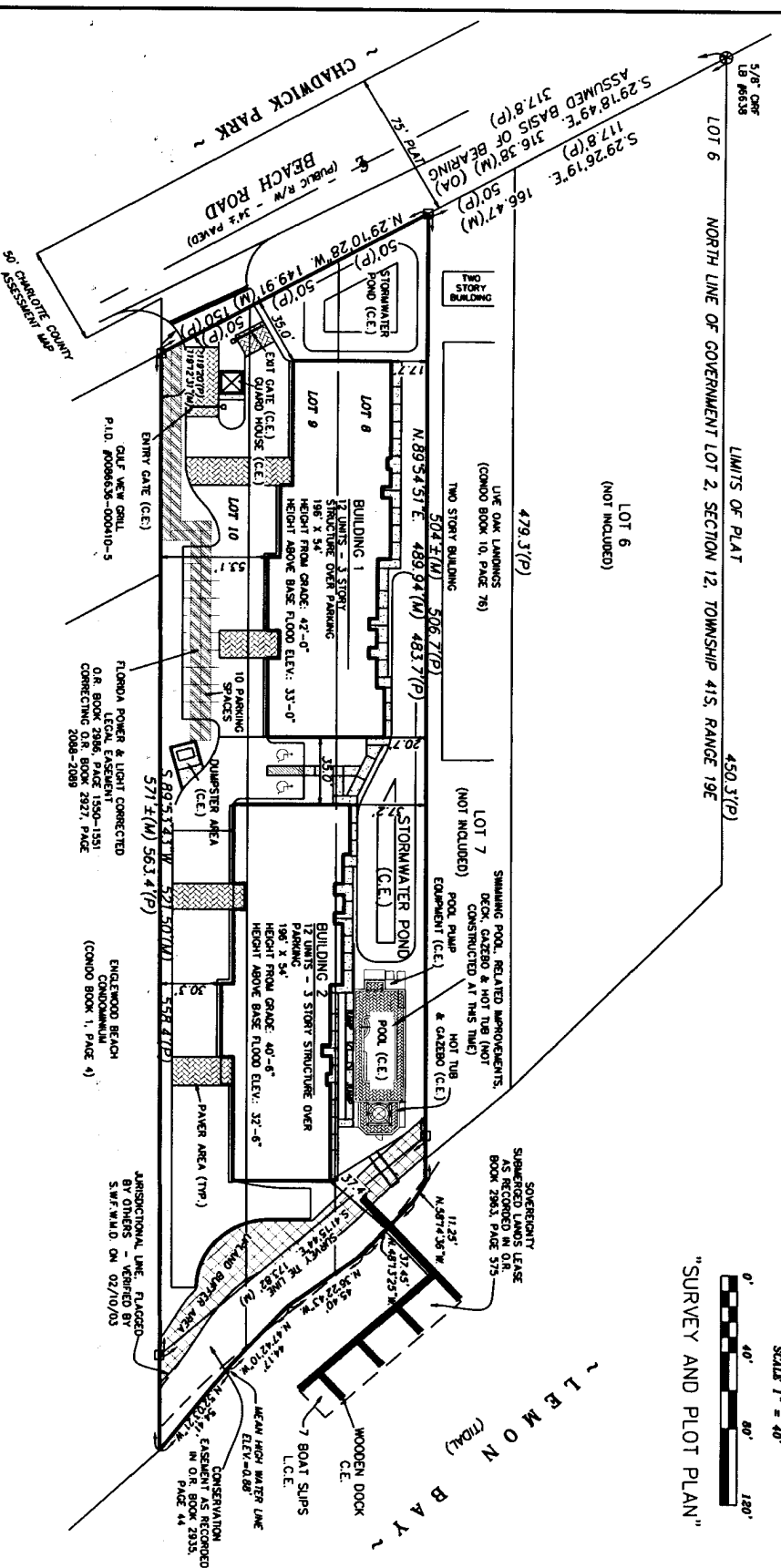
- LEGEND**
- 1/8" CONCRETE WALL
 - 1/4" CONCRETE WALL
 - 3/8" CONCRETE WALL
 - 1/2" CONCRETE WALL
 - 5/8" CONCRETE WALL
 - 3/4" CONCRETE WALL
 - 1" CONCRETE WALL
 - 1 1/4" CONCRETE WALL
 - 1 1/2" CONCRETE WALL
 - 1 3/4" CONCRETE WALL
 - 2" CONCRETE WALL
 - 2 1/4" CONCRETE WALL
 - 2 1/2" CONCRETE WALL
 - 2 3/4" CONCRETE WALL
 - 3" CONCRETE WALL
 - 3 1/4" CONCRETE WALL
 - 3 1/2" CONCRETE WALL
 - 3 3/4" CONCRETE WALL
 - 4" CONCRETE WALL
 - 4 1/4" CONCRETE WALL
 - 4 1/2" CONCRETE WALL
 - 4 3/4" CONCRETE WALL
 - 5" CONCRETE WALL
 - 5 1/4" CONCRETE WALL
 - 5 1/2" CONCRETE WALL
 - 5 3/4" CONCRETE WALL
 - 6" CONCRETE WALL
 - 6 1/4" CONCRETE WALL
 - 6 1/2" CONCRETE WALL
 - 6 3/4" CONCRETE WALL
 - 7" CONCRETE WALL
 - 7 1/4" CONCRETE WALL
 - 7 1/2" CONCRETE WALL
 - 7 3/4" CONCRETE WALL
 - 8" CONCRETE WALL
 - 8 1/4" CONCRETE WALL
 - 8 1/2" CONCRETE WALL
 - 8 3/4" CONCRETE WALL
 - 9" CONCRETE WALL
 - 9 1/4" CONCRETE WALL
 - 9 1/2" CONCRETE WALL
 - 9 3/4" CONCRETE WALL
 - 10" CONCRETE WALL
 - 10 1/4" CONCRETE WALL
 - 10 1/2" CONCRETE WALL
 - 10 3/4" CONCRETE WALL
 - 11" CONCRETE WALL
 - 11 1/4" CONCRETE WALL
 - 11 1/2" CONCRETE WALL
 - 11 3/4" CONCRETE WALL
 - 12" CONCRETE WALL
 - 12 1/4" CONCRETE WALL
 - 12 1/2" CONCRETE WALL
 - 12 3/4" CONCRETE WALL
 - 13" CONCRETE WALL
 - 13 1/4" CONCRETE WALL
 - 13 1/2" CONCRETE WALL
 - 13 3/4" CONCRETE WALL
 - 14" CONCRETE WALL
 - 14 1/4" CONCRETE WALL
 - 14 1/2" CONCRETE WALL
 - 14 3/4" CONCRETE WALL
 - 15" CONCRETE WALL
 - 15 1/4" CONCRETE WALL
 - 15 1/2" CONCRETE WALL
 - 15 3/4" CONCRETE WALL
 - 16" CONCRETE WALL
 - 16 1/4" CONCRETE WALL
 - 16 1/2" CONCRETE WALL
 - 16 3/4" CONCRETE WALL
 - 17" CONCRETE WALL
 - 17 1/4" CONCRETE WALL
 - 17 1/2" CONCRETE WALL
 - 17 3/4" CONCRETE WALL
 - 18" CONCRETE WALL
 - 18 1/4" CONCRETE WALL
 - 18 1/2" CONCRETE WALL
 - 18 3/4" CONCRETE WALL
 - 19" CONCRETE WALL
 - 19 1/4" CONCRETE WALL
 - 19 1/2" CONCRETE WALL
 - 19 3/4" CONCRETE WALL
 - 20" CONCRETE WALL
 - 20 1/4" CONCRETE WALL
 - 20 1/2" CONCRETE WALL
 - 20 3/4" CONCRETE WALL
 - 21" CONCRETE WALL
 - 21 1/4" CONCRETE WALL
 - 21 1/2" CONCRETE WALL
 - 21 3/4" CONCRETE WALL
 - 22" CONCRETE WALL
 - 22 1/4" CONCRETE WALL
 - 22 1/2" CONCRETE WALL
 - 22 3/4" CONCRETE WALL
 - 23" CONCRETE WALL
 - 23 1/4" CONCRETE WALL
 - 23 1/2" CONCRETE WALL
 - 23 3/4" CONCRETE WALL
 - 24" CONCRETE WALL
 - 24 1/4" CONCRETE WALL
 - 24 1/2" CONCRETE WALL
 - 24 3/4" CONCRETE WALL
 - 25" CONCRETE WALL
 - 25 1/4" CONCRETE WALL
 - 25 1/2" CONCRETE WALL
 - 25 3/4" CONCRETE WALL
 - 26" CONCRETE WALL
 - 26 1/4" CONCRETE WALL
 - 26 1/2" CONCRETE WALL
 - 26 3/4" CONCRETE WALL
 - 27" CONCRETE WALL
 - 27 1/4" CONCRETE WALL
 - 27 1/2" CONCRETE WALL
 - 27 3/4" CONCRETE WALL
 - 28" CONCRETE WALL
 - 28 1/4" CONCRETE WALL
 - 28 1/2" CONCRETE WALL
 - 28 3/4" CONCRETE WALL
 - 29" CONCRETE WALL
 - 29 1/4" CONCRETE WALL
 - 29 1/2" CONCRETE WALL
 - 29 3/4" CONCRETE WALL
 - 30" CONCRETE WALL
 - 30 1/4" CONCRETE WALL
 - 30 1/2" CONCRETE WALL
 - 30 3/4" CONCRETE WALL
 - 31" CONCRETE WALL
 - 31 1/4" CONCRETE WALL
 - 31 1/2" CONCRETE WALL
 - 31 3/4" CONCRETE WALL
 - 32" CONCRETE WALL
 - 32 1/4" CONCRETE WALL
 - 32 1/2" CONCRETE WALL
 - 32 3/4" CONCRETE WALL
 - 33" CONCRETE WALL
 - 33 1/4" CONCRETE WALL
 - 33 1/2" CONCRETE WALL
 - 33 3/4" CONCRETE WALL
 - 34" CONCRETE WALL
 - 34 1/4" CONCRETE WALL
 - 34 1/2" CONCRETE WALL
 - 34 3/4" CONCRETE WALL
 - 35" CONCRETE WALL
 - 35 1/4" CONCRETE WALL
 - 35 1/2" CONCRETE WALL
 - 35 3/4" CONCRETE WALL
 - 36" CONCRETE WALL
 - 36 1/4" CONCRETE WALL
 - 36 1/2" CONCRETE WALL
 - 36 3/4" CONCRETE WALL
 - 37" CONCRETE WALL
 - 37 1/4" CONCRETE WALL
 - 37 1/2" CONCRETE WALL
 - 37 3/4" CONCRETE WALL
 - 38" CONCRETE WALL
 - 38 1/4" CONCRETE WALL
 - 38 1/2" CONCRETE WALL
 - 38 3/4" CONCRETE WALL
 - 39" CONCRETE WALL
 - 39 1/4" CONCRETE WALL
 - 39 1/2" CONCRETE WALL
 - 39 3/4" CONCRETE WALL
 - 40" CONCRETE WALL

SUNRISE POINTE
A CONDOMINIUM

CONDOMINIUM BOOK **15**, PAGE **203**
SHEET **2** OF **8** SHEETS



"SURVEY AND PLOT PLAN"



Strayer Surveying & Mapping, Inc.

763 Shomrock Boulevard
Venice, Florida 34293
Phone (941) 496-9488
Fax (941) 497-6186
e-mail address - strayersurveying@comcast.net

335 Tomiami Trail
Port Charlotte, Florida 33953
Phone (941) 624-4900
Fax (941) 624-3471
e-mail address - pstroyer@comcast.net

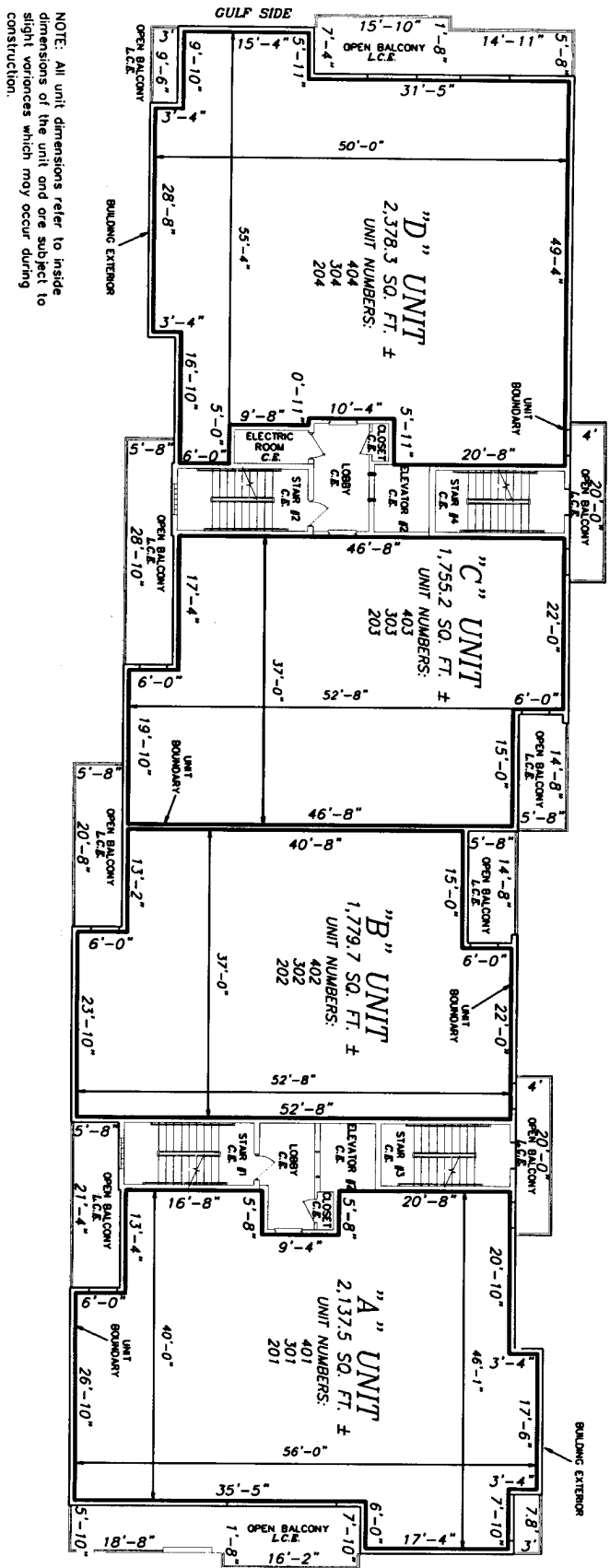
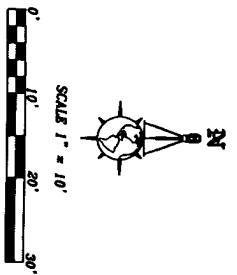
LEGEND
 C.E. = COMMON ELEMENTS
 U.C.E. = UNIT COMMON ELEMENTS
 S.O. FT. = SQUARE FEET

SUNRISE POINTE

A CONDOMINIUM

SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15, PAGE 300
 SHEET 3 OF 8 SHEETS



NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.

BUILDING #1
UNIT FLOOR PLAN
 (SHOWN IN FEET & INCHES)
 2325 NORTH BEACH ROAD



Strayer Surveying & Mapping, Inc.

763 Shamrock Boulevard
 Venice, Florida 34293
 Phone (941) 496-9488
 Fax (941) 497-6186
 e-mail address - strayersurveying@comcast.net

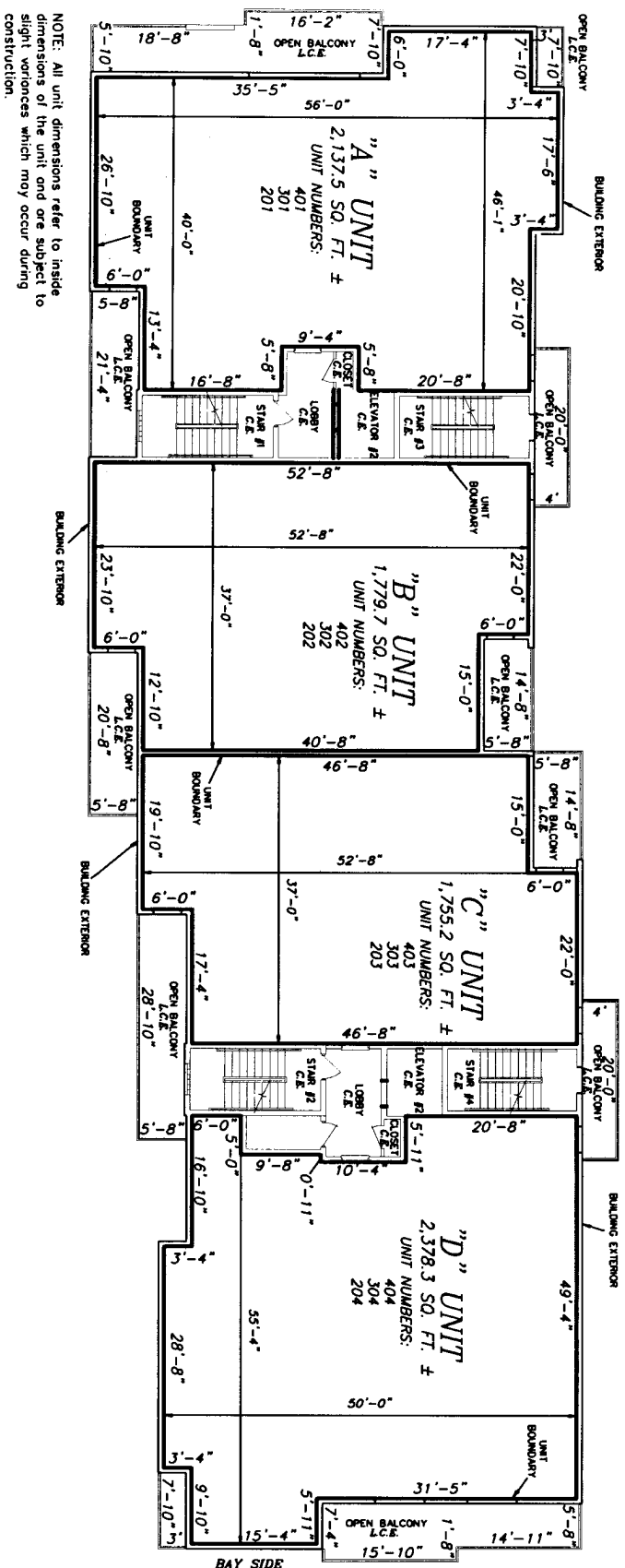
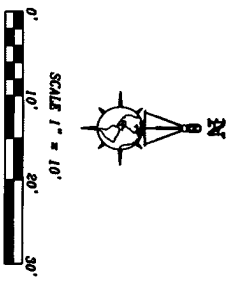
335 Tamiami Trail
 Port Charlotte, Florida 33953
 Phone (941) 624-4900
 Fax (941) 624-3471
 e-mail address - patroye@comcast.net

LEGEND
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 S.O. FT. = SQUARE FEET

SUNRISE POINTE

A CONDOMINIUM
 IN
 SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15, PAGE 20D
 SHEET 4 OF 8 SHEETS



BUILDING #2
UNIT FLOOR PLAN
 (SHOWN IN FEET & INCHES)
 2245 NORTH BEACH ROAD



Strayer Surveying & Mapping, Inc.

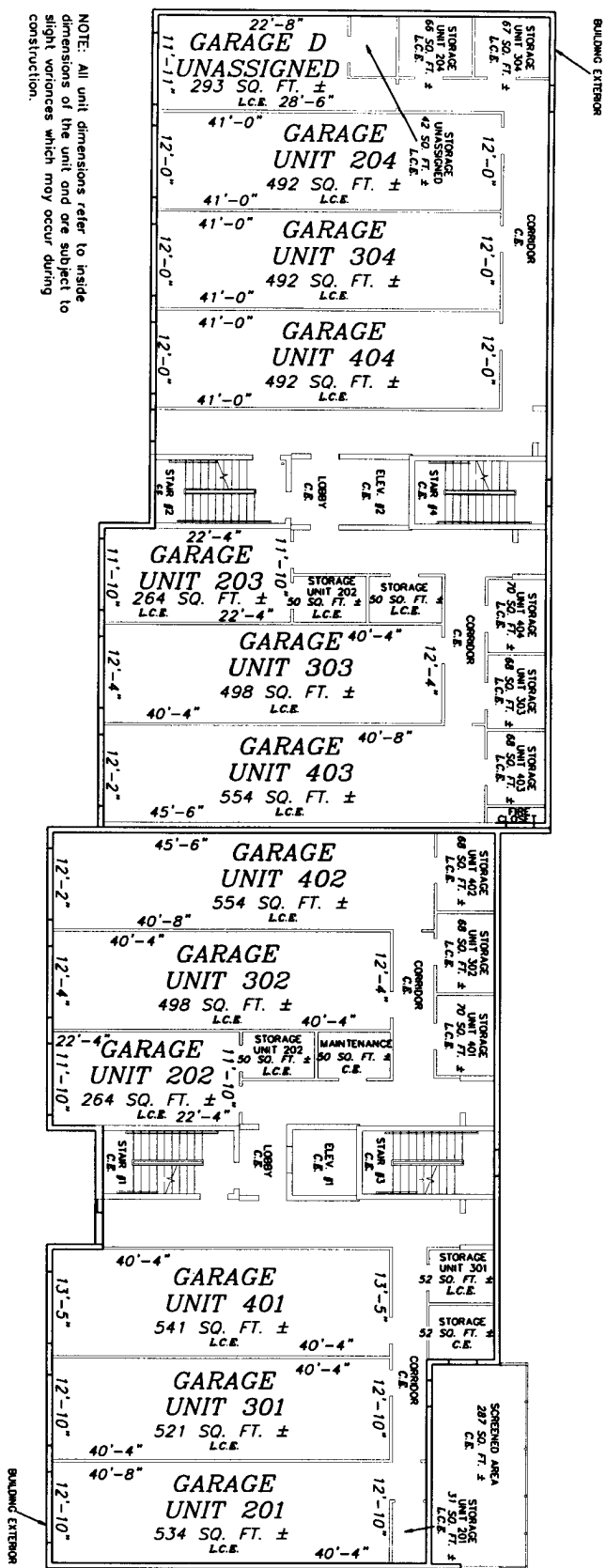
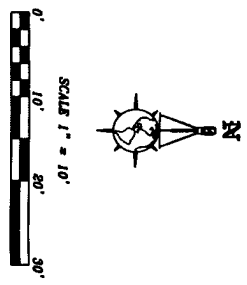
763 Shamrock Boulevard
 Venice, Florida 34293
 Phone (941) 496-9488
 Fax (941) 497-6186
 e-mail address - strayer@sunwmp.com

335 Tomiami Trail
 Port Charlotte, Florida 33953
 Phone (941) 624-4900
 Fax (941) 624-3471
 e-mail address - pestroy@comcast.net

LEGEND
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 S.O. FT. = SQUARE FEET

SUNRISE POINTE
 A CONDOMINIUM
 IN
 SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15, PAGE 20E
 SHEET 5 OF 8 SHEETS



NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.

BUILDING #1
GARAGE LEVEL
 (SHOWN IN FEET & INCHES)
 2225 NORTH BEACH ROAD



Strayer Surveying & Mapping, Inc.

763 Shoemaker Boulevard
 Venice, Florida 34293
 Phone (941) 496-9488
 Fax (941) 497-6186
 e-mail address - strayer_surveying@comcast.net

335 Tomiami Trail
 Port Charlotte, Florida 33953
 Phone (941) 624-4900
 Fax (941) 624-3471
 e-mail address - pstroyer@comcast.net

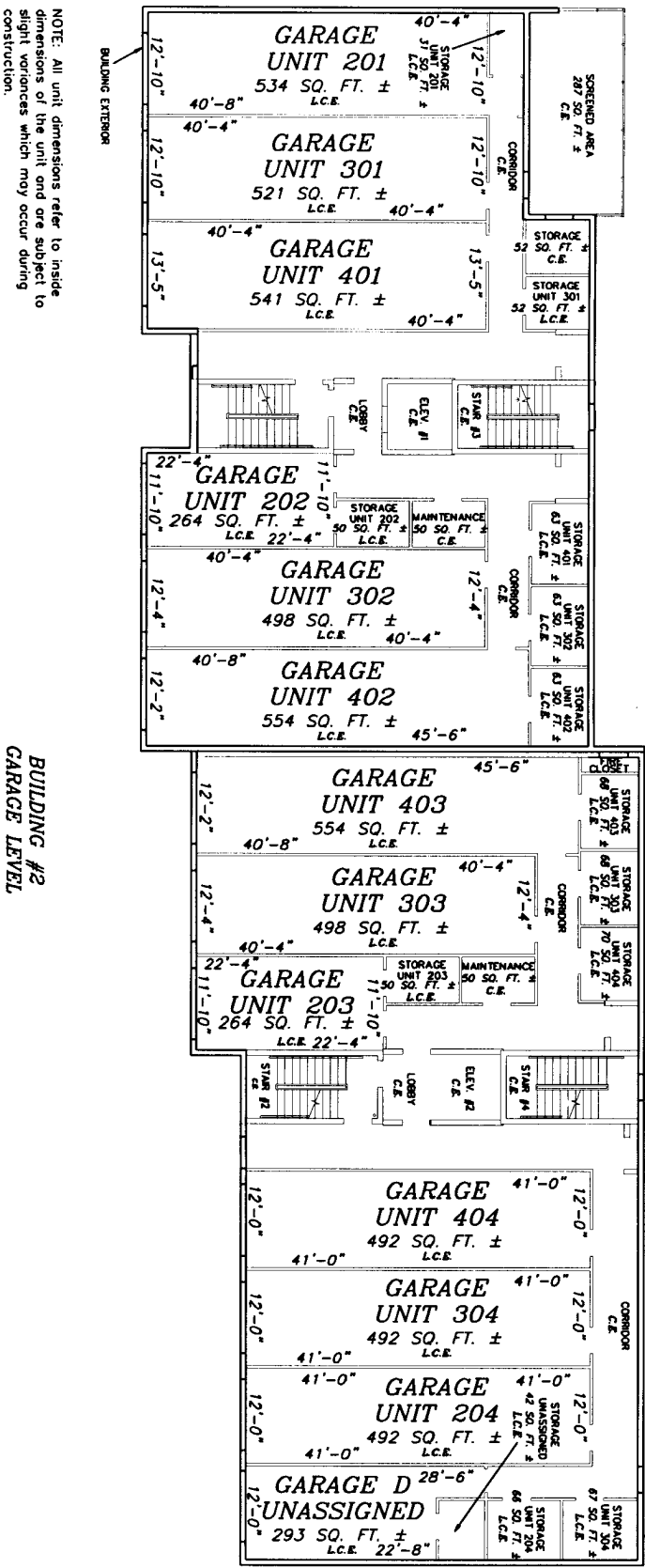
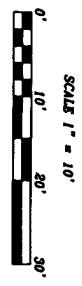
LEGEND
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 S.O. FT. = SQUARE FEET

SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST
 CHARLOTTE COUNTY, FLORIDA.

SUNRISE POINTE

A CONDOMINIUM

CONDOMINIUM BOOK 15, PAGE 205
 SHEET 6 OF 8 SHEETS



Strayer Surveying & Mapping, Inc.

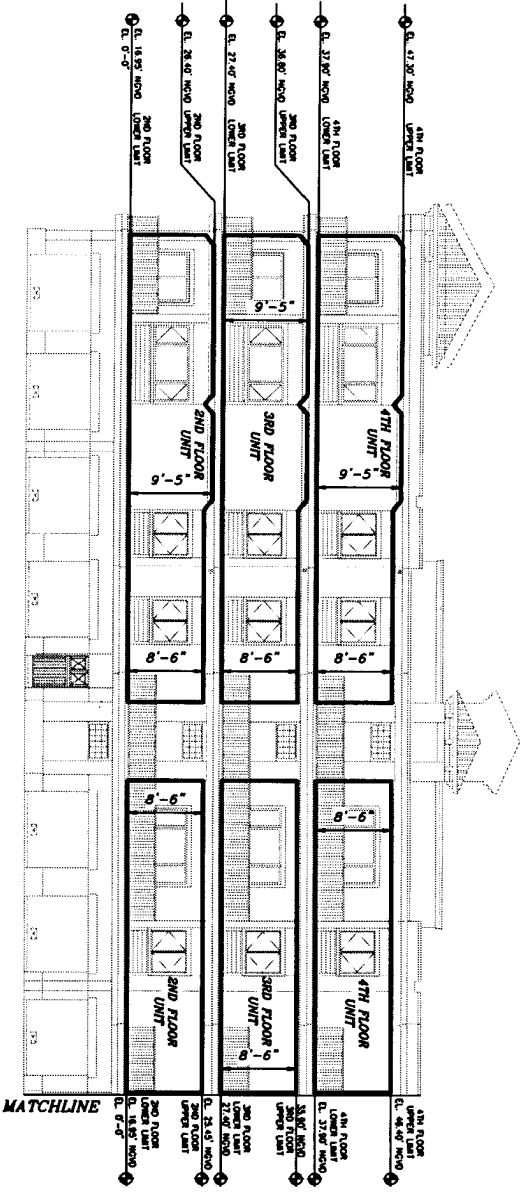
763 Shamrock Boulevard
 Venice, Florida 34293
 Phone (941) 496-9488
 FAX (941) 497-6186
 e-mail address - strayersurveying@comcast.net

335 Tomitani Trail
 Port Charlotte, Florida 33953
 Phone (941) 624-4900
 FAX (941) 624-3471
 e-mail address - pdctrayer@comcast.net

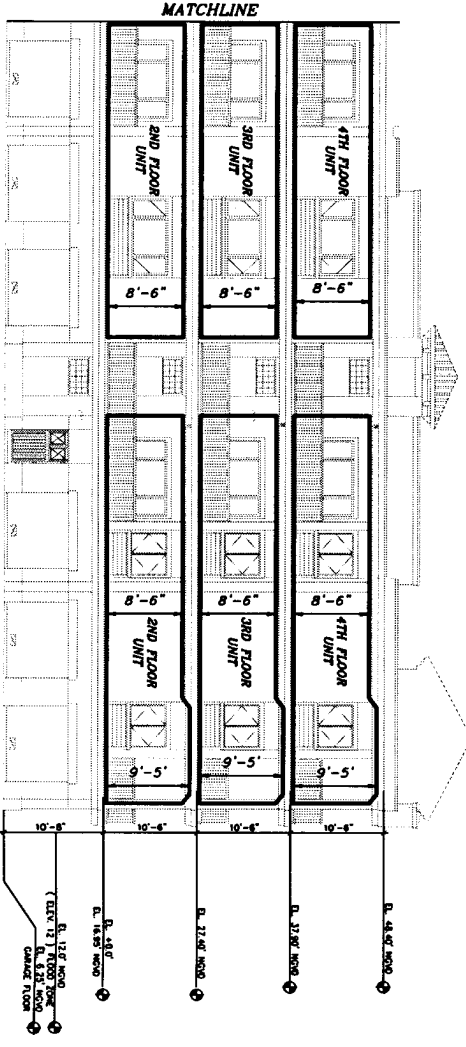
LEGEND
 FL - FLOOR
 MO - WINDOW GEOMETRIC METHOD DATA

SUNRISE POINTE
 A CONDOMINIUM
 IN
 SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15, PAGE 206
 SHEET 7 OF 8 SHEETS



ELEVATION VIEW
BUILDING 1



ELEVATION VIEW
BUILDING 1

NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.



Strayer Surveying & Mapping, Inc.

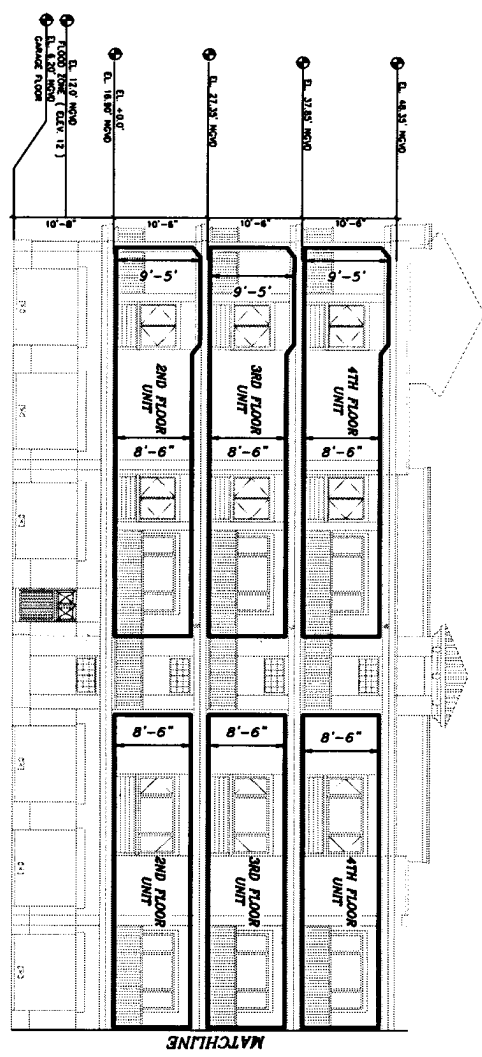
763 Shamrock Boulevard
 Venice, Florida 34293
 Phone (941) 496-9488
 Fax (941) 497-6186
 e-mail address - strayersurveying@comcast.net

335 Tomiami Trail
 Port Charlotte, Florida 33953
 Phone (941) 624-4900
 Fax (941) 624-3471
 e-mail address - pscturvey@comcast.net

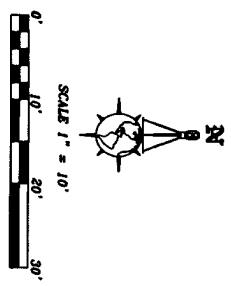
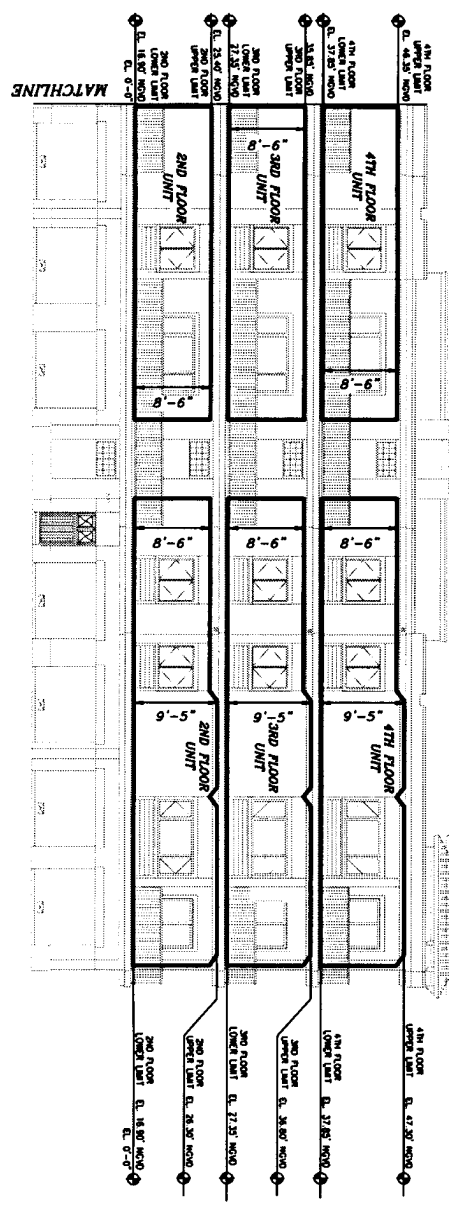
LEGEND
 CL - ELEVATION
 MOID - MONITOR GEODETIC VERTICAL DATUM

SUNRISE POINTE
 A CONDOMINIUM
 IN
 SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15, PAGE 204
 SHEET 8 OF 8 SHEETS



ELEVATION VIEW
BUILDING 2



NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.

ELEVATION VIEW
BUILDING 2

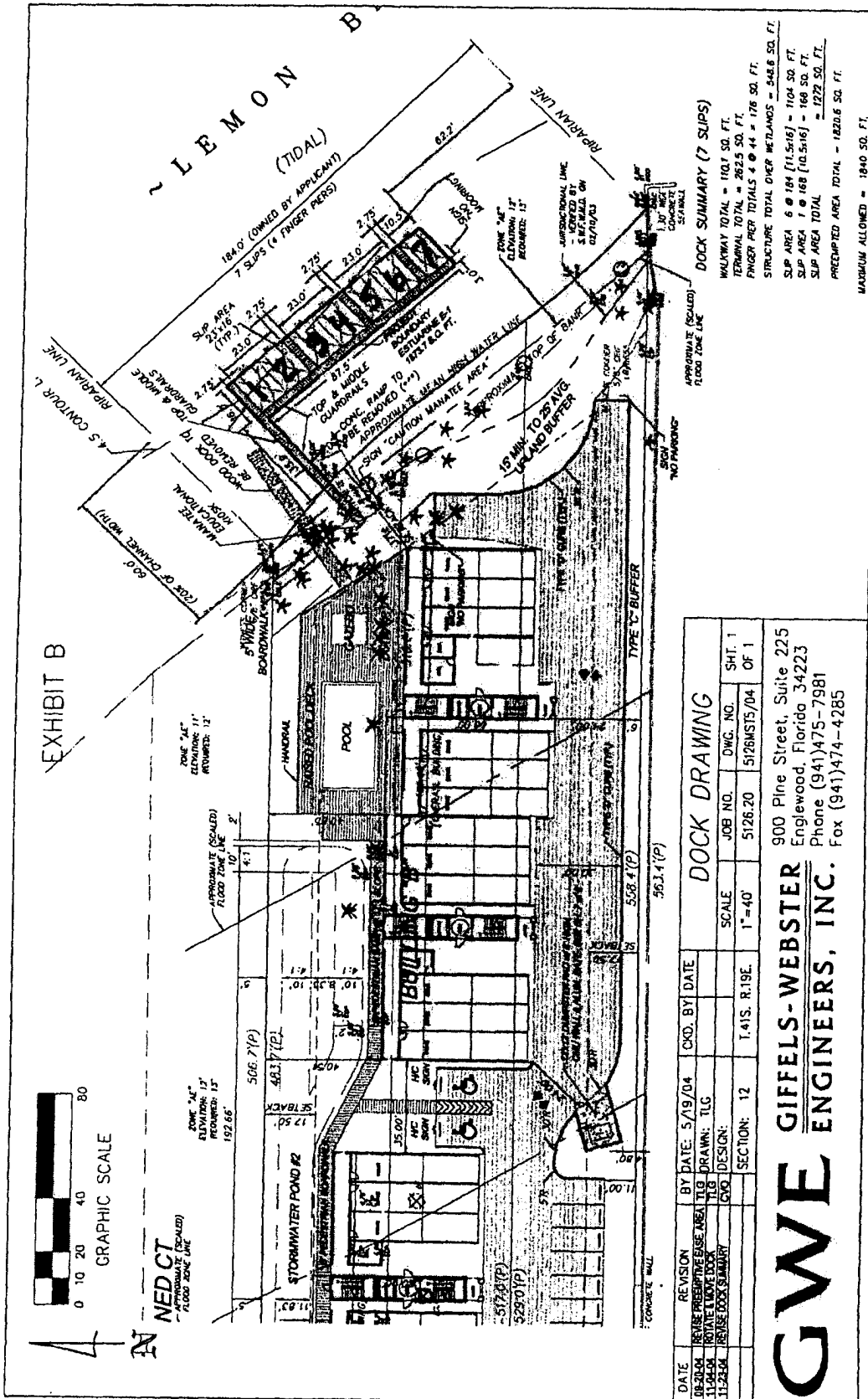


Strayer Surveying & Mapping, Inc.

763 Shamrock Boulevard
 Venice, Florida 34293
 Phone (941) 496-9488
 Fax (941) 497-6186
 e-mail address - strayersurveying@comcast.net

335 Tamiami Trail
 Port Charlotte, Florida 33953
 Phone (941) 624-4900
 Fax (941) 624-3471
 e-mail address - port@comcast.net

Second Addendum to Exhibit "A-1"



BARBARA T. SCOTT, CHARLOTTE COUNTY CLERK OR BOOK 2963, PGS 575-583 9 pg(s)
INSTR # 1548680 Doc Type AGR, Recorded 05/10/2006 at 08:53 AM Rec. Fee:
\$78.00 Cashier By: MONICAA

CS
78
100

Record & Return to:
LandAmerica - Cecile Emminger
8928 Brittany Way
Tampa, FL 33619
File # A-5033



This Instrument Prepared By:
Kathy C. Griffin
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

No. 080035275
PA No. 44025136.001

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Sunrise Pointe Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 12,
Township 41 South, Range 19 East, in Lemon Bay,
Charlotte County, containing 1,821 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated November 8, 2004.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from December 28, 2004, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 7-slip boat docking facility exclusively to be used for mooring of recreational vessels in conjunction with an upland private multi-family residential development, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 44025136.001, dated December 28, 2004, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$476.56 and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

[05]

Q

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(26), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Southwest Florida Water Management District, Consolidated Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

Second Addendum to
Exhibit "A-1"

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Sunrise Pointe Condominium Association, Inc.
Attn: Ms. Darcy Gunnell
550 West C Street, Suite 1000
San Diego, CA 32101

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. **MAINTENANCE OF FACILITY/RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon all common property described in that certain Declaration of Condominium recorded in Official Records Book 02718, page 1575, public records of Charlotte County, Florida.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

Second Addendum to Exhibit "A-1"

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

31. SPECIAL LEASE CONDITION: The Lessee shall amend the Declaration of Condominium documents to include a specific reference to Sovereignty Submerged Lands Lease No. 080035275 by December 28, 2009 and shall provide the Lessor a copy of the recorded, modified document evidencing this specific reference.

WITNESSES:

Kathy C. Griffin
Original Signature

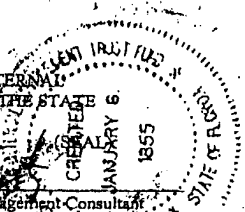
Kathy C. Griffin
Print/Type Name of Witness

[Signature]
Original Signature

Brent Branning
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: [Signature]
Jeffery M. Gentry, Operations and Management Consultant,
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida



"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of February, 2006, by Jeffery M. Gentry, Operations and Management Consultant, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Kathy C. Griffin
Notary Public, State of Florida

Kathy C. Griffin
Printed, Typed or Stamped Name

My Commission Expires: [Seal] Kathy C. Griffin
My Commission DD263387
Expires October 30, 2007
Commission/Serial No. _____

WITNESSES:

UKLH
Original Signature

Michael K Marks
Typed/Printed Name of Witness

[Signature]
Original Signature

Lisa Holyfield
Typed/Printed Name of Witness

Sunrise Pointe Condominium Association, Inc.,
a Florida nonprofit corporation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Jim Tyler
Typed/Printed Name of Executing Authority

Vice President
Title of Executing Authority

"LESSEE"

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 17th day of February, 2006, by Jim Tyler as Vice President of Sunrise Pointe Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

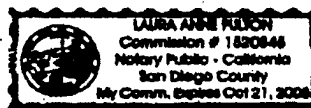
October 21, 2008

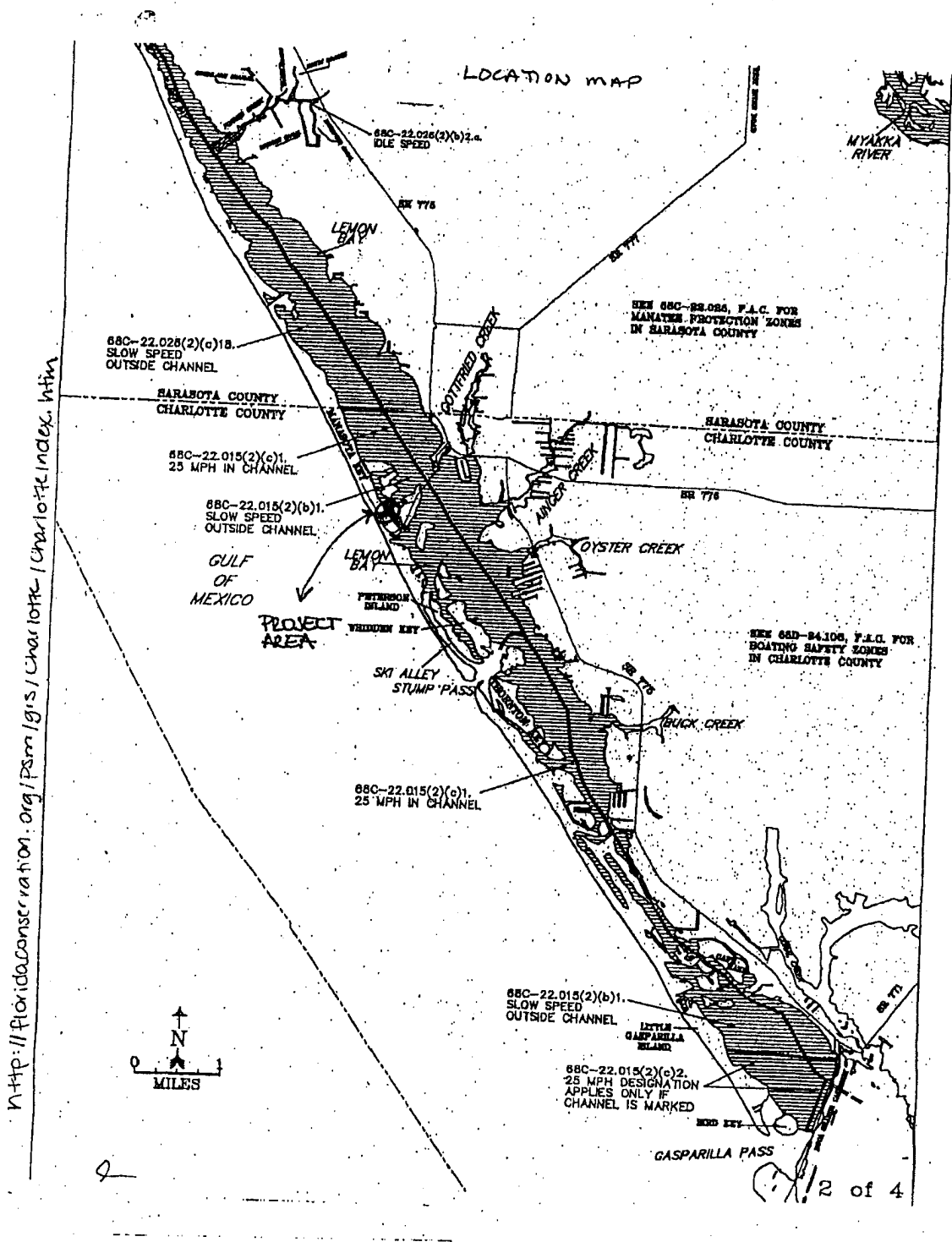
Commission/Serial No. 1520845

[Signature]
Notary Signature

Notary Public, State of California

Laura Anne Fulton
Printed, Typed or Stamped Name





http://floridaconservation.org/perm/igs/Charlotte/index.htm

ATTACHMENT A
PAGE 7 OF 9 PAGES
SSL NO. 080035275

