

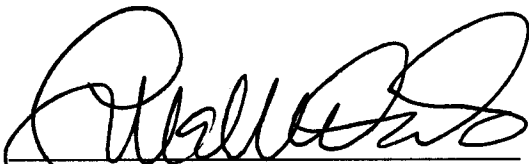
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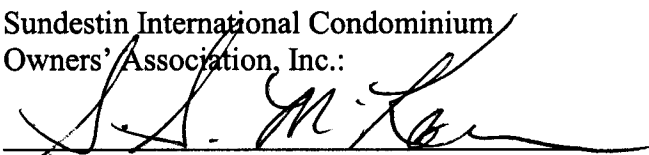
This instrument prepared by:  
Lamar A. Conerly, Esq.  
Law Offices of Lamar A. Conerly, P.A.  
Post Office Box 6944  
Destin, Florida 32550

This space is for recording

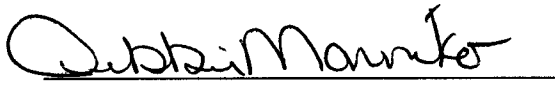
**CERTIFICATE OF AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM**

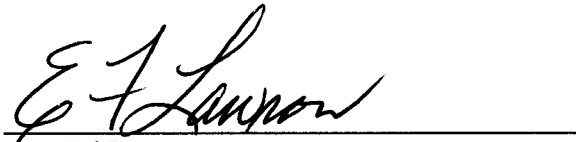
The undersigned President and Secretary of the Sundestin International Condominium Owner's Association, Inc. do certify that the amendment to the Declaration of Condominium of the Sundestin International Condominium Owners' Association, Inc. attached hereto and incorporated herein as Exhibit "A", was duly adopted by the membership of the Association as prescribed in the Declaration of Condominium for the Sundestin International Condominium Association, Inc., a Condominium, as previously recorded in Official Records Book 1269, Page 1581, *et seq.*


  
Witness:

Sundestin International Condominium  
Owners' Association, Inc.:  
  
By: Sam McKarem  
Its: President

  
Witness:

  
Witness:

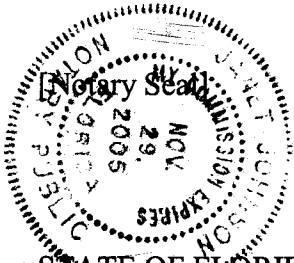
  
By: Ed Lawson  
Its: Secretary

  
Witness:

LW/PATILW

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was sworn to and subscribed before me this 12<sup>th</sup> day of NOVEMBER, 2003 by, Sam McKarem, President who [] is personally known or [] has produced a Driver's License as identification.

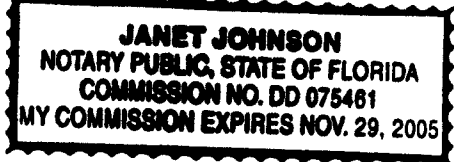


STATE OF FLORIDA  
COUNTY OF OKALOOSA

*Janet Johnson*

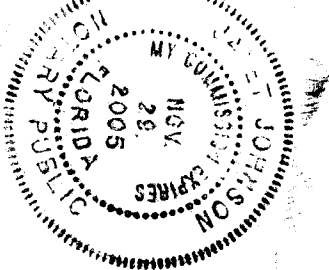
Notary Public

My commission expires:



The foregoing instrument was sworn to and subscribed before me this 15<sup>th</sup> day of NOVEMBER, 2003 by, Ed Lawson, Secretary who [] is personally known or [] has produced a Driver's License as identification.

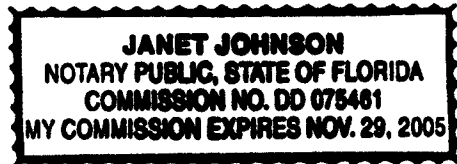
[Notary Seal]



*Janet Johnson*

Notary Public

My commission expires:



FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

SUNDESTIN INTERNATIONAL, A CONDOMINIUM

THIS FOURTH AMENDMENT to the Declaration for SUNDESTIN INTERNATIONAL, a Condominium, by the Owners, thereof, for themselves, their successors and assigns:

WITNESSETH:

WHEREAS, the Declaration of Condominium for SUNDESTIN INTERNATIONAL, a Condominium (the "Declaration") was recorded in Official Record Book 1269, Page 1581, of the Public Records of Okaloosa County, Florida on November 21, 1984; and

WHEREAS, said Declaration was amended in Official Record Book 1274, Page 291, Official Record Book 1282, Page 1589, and Official Record Book 1304, Page 1843, of the Public Records of Okaloosa County, Florida; and

WHEREAS, Owners of the SUNDESTIN INTERNATIONAL CONDOMINIUM OWNERS ASSOCIATION, desire to change the character of their condominiums to more accurately reflect its use;

NOW, THEREFORE, in consideration of the premises, and after the necessary vote of the members, the Sundestin International Homeowners' Association finds as follows:

1. The Declaration of Sundestin International, a Condominium shall hereby be amended to reflect that the Condominium shall be utilized as a condominium/hotel rental entity.

2. At all times at least ninety percent (90%) of all units within the property shall be open for short-term rentals of no more than thirty (30) days.

3. The Association and/or Property Manager shall monitor the number of units available for short-term rentals and maintain at least ninety percent (90%) of the units available only for those terms not to exceed thirty (30) days. All rates should be quoted on a daily basis, regardless of the term of the rental.

4. The Association hereby makes the following amendments to the Declaration of Condominium of Sundestin International, a Condominium:

(NOTE: additions are underlined, deletions are struck through)

A. Section 2.5 Condominium shall read as follows:

2.5 Condominium. Condominium means that form of ownership of real ownership or real property which is created pursuant to the provisions of the Condominium Act, and which is comprised of Units that may be owned by one or more persons and there is appurtenant to each Unit an undivided share in Common Elements. Said property will be operated as a Condominium/Hotel rental entity.

B. Section 10.1 Units shall read as follows:

10.1 Units. Each of the units shall be occupied only as a single family residential dwelling by the Unit Owner, members of his family, his guests, invitees, and leasees, and in the case of leasees, their families, guests and invitees. Each Unit may be committed to a short term rental program not to exceed thirty (30) days per rental, with the Owner's consent. Except as the right is reserved to Developer herein, no Unit may be divided or subdivided into a smaller Unit.

Notwithstanding the preceding, so long as Developer owns a Unit, it or its agents may utilize a Unit or Units for a sales office, a model Unit or any other usage for the purpose of selling Units. Units may be rented through an organization approved by the Developer, regardless of whether or not Developer owns any Units at that time.

C. Section 10.5 Leasing of Units shall read as follows:

10.5 Leasing of Units. There are none nor shall there ~~by~~ be any restrictions or limitations upon the leasing of Units, and each Unit Owner may lease his Unit upon such terms and conditions as he may desire, provided that the lease of a Unit shall not discharge the Unit Owner from compliance with any of

his obligations and duties as a Unit Owner and approval of the Association as provided in Article 11 hereof. All of the terms and provisions of the Condominium Act, the Declaration, Articles of Incorporation, the By-Laws, and the rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association. Notwithstanding the above, it is the obligation of the Sundestin International Condominium Owners' Association to assure that no less than ninety percent (90%) of the Units be dedicated to rentals not to exceed thirty (30) days per rental.

D. Section 13.3 Limitations shall read as follows:

13.3 Limitations. No amendment to this Declaration amending paragraph 9, entitled Insurance, or any part thereof, including subparagraphs, shall be effective unless all first mortgages of record shall join in the execution of any such amendment, nor shall any amendment to paragraph 10.5, entitled Leasing of Units, or any part hereof, be effective unless Unit Owners of all Condominium Parcels join in the execution of any such amendment. Further, no amendment shall make any changes which would in any way affect any of the rights, privileges, or powers herein provided in favor or reserved to the Developer, unless the Developer shall join in the execution of any such amendment. Further, no amendment to paragraph 14, entitled Termination, or any part thereof, including subparagraphs, Parcels and the owners of all first mortgages of record on Condominium Parcels and the owners of all first mortgages of record on Condominium Parcels join in the execution of any such amendment. Further, no amendment to paragraph 6, entitled Maintenance, Repair and Replacement; Changes, Improvements and Additions; Condominium Property, or any part thereof, including subparagraphs, shall be effective unless the Unit Owners of all Condominium Parcels join in the execution of any such amendment. Further, any amendment to the Declaration of Sundestin International that may impact any aspect of parking, shall be reviewed and approved by the City of Destin prior to execution. A violation of this provision may result in enforcement action by the City.

5. When filed in the Public Records of Okaloosa County, Florida, this Fourth Amendment to the Declaration shall be incorporated by reference and made a part, as fully as if set forth therein verbatim, of the Declaration, as recorded in Official Record Book 1269, Page 1581, Public Records of Okaloosa County, Florida.

IN WITNESS WHEREOF, Sundestin International Condominium Owners' Association, Inc. has caused the foregoing Fourth Amendment to the Declaration of Condominium of SUNDESTIN INTERNATIONAL, a Condominium, to be executed this 21st day of November 2003.

WITNESS:

[Signature]  
Print Name: Lamar Conerly, Jr.

[Signature]  
Print Name: Kellie J. Varno

[Signature]  
Print Name: Stephanie A. Albright

[Signature]  
Print Name: Kellie J. Varno

SUNDESTIN INTERNATIONAL CONDO. OWNERS' ASSOCIATION, INC.  
A Florida Corporation

By: [Signature]  
Print Name: Sam McKarem  
Its: President

ATTEST:

By: [Signature]  
Print Name: Ed Lawson  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21 day of November, 2003, by SAM MCKAREM, and ED LAWSON, the President and Secretary, respectively of SUNDESTIN INTERNATIONAL CONDOMINIUM OWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced Driver's license as identification and did not take an oath.



Lamar A. Conerly, Jr.  
Commission # DD231793  
Expires Aug. 30, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Notary Public, State of Florida

\_\_\_\_\_  
Type or Print Name  
My Commission Expires:  
Commission Number:  
[SEAL]