

This instrument prepared by:  
Raymond F. Newman, Jr.  
Becker & Poliakoff, P.A.  
348 Miracle Strip Pkwy, Suite 7  
Fort Walton Beach, FL 32548  
(850)664-2229

**AMENDMENT OF DECLARATION OF CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting President of Sundestin International Condominium Owners' Association, Inc., a Florida corporation not for profit, 1040 Highway 98 East, Destin, FL 32541, does hereby certify that the attached Amendment to the Declaration of Condominium of Sundestin was proposed and duly adopted by the Board of Directors of the Association, and approved and duly adopted by at least sixty percent (60%) of the total voting interest present at a special meeting of the Association on February 7, 2009, when a quorum was present, after due notice.

The sole condominium operated by Sundestin International Condominium Owners' Association, Inc. is Sundestin Condominium, a condominium. The initial Declaration of Condominium of which is recorded in Book 1269, Page 1581, et. seq. of the public records of Okaloosa County, Florida.

SUNDESTIN INTERNATIONAL  
CONDOMINIUM OWNERS'  
ASSOCIATION, INC.

By:   
Sam McKaren, Its President

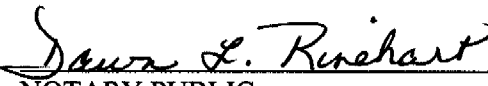
ATTEST:

  
Ed Lawson, Its Secretary

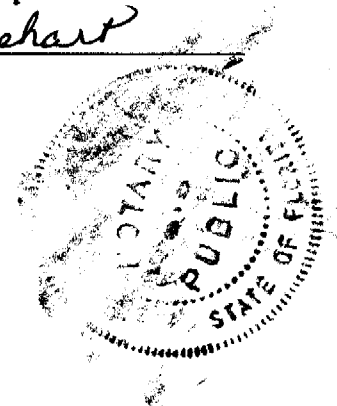
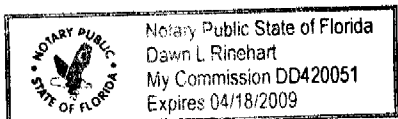
STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned authority, appeared Sam McKaren, to me personally known and known to be the President of Sundestin International Condominium Owners' Association, Inc., a Florida non-profit corporation, and he acknowledged to and before me that he executed the foregoing instrument for the uses and purposes therein stated.

WITNESS my hand and official seal this 20 day of February, 2009.

  
NOTARY PUBLIC

My Commission Expires:



**AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNDESTIN, A CONDOMINIUM**

Article 10.5 of Declaration of Condominium is hereby amended as follows:

10.5 Leasing of Units. There are ~~none nor shall there be any~~ no restrictions or limitations upon the leasing of Units except as hereinafter provided, 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. Notwithstanding anything to the contrary contained in this Declaration of Condominium, a Unit Owner shall not rent or lease the Owner's Unit during any period of time during which the Unit Owner is delinquent in the payment of his or her assessments. If a Unit Owner or the Owner's rental agent rents or leases the Owner's Unit in violation of this provision, the Association is authorized to collect rent directly from the Unit Owner's tenant(s) or rental agent(s) and apply the rental proceeds as partial payments pursuant to the provisions of Section 718.116(3), Florida Statutes. The Association is also authorized to file an eviction lawsuit against the tenant(s) due to a violation of this Section 10.5 as the agent and in the place of the Unit Owner and shall recover from the Unit Owner the Association's reasonable costs and attorney's fees incurred incident to such a lawsuit. 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 ~~covenant upon the part of~~ each such tenant covenants 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 the 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.

(Additions, with the exception of headings, are shown by underline, deletions are shown by ~~strikethrough~~.)