

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

**CORRECTIVE CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
SUNDESTIN INTERNATIONAL CONDOMINIUM**

WHEREAS, the Association Membership approved amendments to the Declaration of Condominium and caused a certificate of amendment to be recorded at **Official Records Book 3404, Page 1594, Public Records of Okaloosa County, Florida** (hereinafter "First Certificate").

WHEREAS, the Association has discovered a scrivener's error in the labeling of the Declaration of Condominium Section which was amended by the membership in the First Certificate (i.e. it should have been **Section "6.1" not 6.3**).

NOW THEREFORE, the Association hereby records this Corrective Certificate of Amendment to correct the scrivener's error.

The sole condominium operated by Sundestin International Condominium Owner's Association, Inc., is Sundestin International, a Condominium. **The initial Declaration of Condominium is found at Official Records Book 717, Page 599 et. seq., Public Records of Okaloosa County, Florida.**

ATTEST:
Sundestin International Condominium Owner's Association,
Inc.

By: Jay Roberts, Attorney-in-Fact

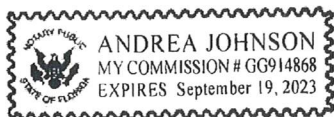
Gregory E. Johnson
Witness **GREGORY E. JOHNSON**
Andrea Johnson
Witness **ANDREA JOHNSON**

STATE OF FLORIDA

COUNTY OF OKALOOSA

Before me, by means of physical presence or online notarization, the undersigned authority appeared Jay Roberts, to me personally known or produced as identification and known to be the Attorney-in-Fact for Sundestin International Condominium Owner's Association, Inc., a Florida non-profit corporation, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated.

WITNESS my hand and official seal this 2nd day of August, 2022.



Andrea Johnson
NOTARY PUBLIC
My Commission Expires: 9/19/23

CORRECTED SCHEDULE OF AMENDMENTS

Section 6.1 of the Declaration of Condominium has been amended as indicated below:

Maintenance, Repair and Replacement, Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements provided that any maintenance, repair or replacement to the exposed Common Elements shall not result in a change to the appearance of the building different from its appearance as originally constructed. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing- linen, wiring and other equipment located within a Unit, provided each of the preceding are utilized for the purpose of furnishing Utility Services to part or parts of the Building other than the Unit within which located or are utilized for the purpose of furnishing services to more than one Unit. The Association shall further be responsible for, and Unit Owners shall not undertake, the maintenance, repair or replacement, except for routine maintenance, minor repairs or minor replacements which shall be the responsibility and costs of Unit Owner, such parts being the exterior glass windows, the exterior glass doors, the exterior panels and, the exterior surfaces which vertically and horizontally face the balcony areas of each Unit, provided that any routine maintenance, minor replacements by Unit Owners and any maintenance, repair or replacement of such exterior glass doors, exterior glass windows, exterior panels, parapet walls and exterior surfaces by Association shall not result in a change to the appearance of the Building different from its appearance as originally constructed and, further, provided that, where such exterior surfaces cannot be maintained, repaired or replaced, except by maintenance, repair-or replacement of the surface beneath such exterior surfaces, then the Association shall be responsible for the maintenance, repair or replacement of the surface beneath such exterior surfaces. The Association shall be responsible for maintenance, repair, and replacement of Unit's entrance door locking system and associated hardware. The Association Shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair and replacement shall be a Common Expense. If a dispute should occur as to whether maintenance is routine or a repair or a replacement is minor, the Board of Directors of the Association shall decide the question and its decision shall be binding and conclusive upon all Unit Owners.

(Additions are indicated via underlined text; Deletions are indicated via ~~strikethrough~~ text)

This instrument prepared by:
Jay Roberts, Esq.
Becker & Pollakoff, P.A.
348 Miracle Strip Pkwy, Suite 7
Fort Walton Beach, FL 32548
(850)664-2229

**AMENDMENT OF DECLARATION OF CONDOMINIUM FOR
SUNDESTIN INTERNATIONAL CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting President of Sundestin International Condominium Owners' Association, Inc., a Florida corporation not for profit, does hereby certify that the attached Amendments to the Declaration of Condominium were proposed and duly adopted by a vote of the requisite voting interest, on June 3, 2019, at a meeting of the Members when a quorum was present, after due notice.

The sole condominium operated by Sundestin International Condominium Owners' Association, Inc., is Sundestin International Condominium, a Condominium. The initial Declaration of Condominium is found at Official Records Book 1269, Page 1581 et. seq., Public Records of Okaloosa County, Florida

WITNESSES

ATTEST:

Sundestin International Condominium Owners' Association, Inc.

Alexandra N. O'Connell
Witness #1

By: William Hudmon
William Hudmon, Its President

Brianna G.
Witness #2

STATE OF Florida

COUNTY OF Okaloosa

Before me, the undersigned authority appeared William Hudmon, to me personally known or produced self as identification, and known to be the President of Sundestin International Condominium Owners' Association, Inc., a Florida non-profit corporation, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated.

WITNESS my hand and official seal this 13 day of June, 2019.

Alexandra N. O'Connell
NOTARY PUBLIC
My Commission Expires:



SCHEDULE OF AMENDMENTS

Section 6.3 of the Declaration of Condominium has been amended as indicated below:

Maintenance, Repair and Replacement, Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements provided that any maintenance, repair or replacement to the exposed Common Elements shall not result in a change to the appearance of the building different from its appearance as originally constructed. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing linen, wiring and other equipment located within a Unit, provided each of the preceding are utilized for the purpose of furnishing Utility Services to part or parts of the Building other than the Unit within which located or are utilized for the purpose of furnishing services to more than one Unit. The Association shall further be responsible for, and Unit Owners shall not undertake, the maintenance, repair or replacement, except for routine maintenance, minor repairs or minor replacements which shall be the responsibility and costs of Unit Owner, such parts being the exterior glass windows, the exterior glass doors, the exterior panels and, the exterior surfaces which vertically and horizontally face the balcony areas of each Unit, provided that any routine maintenance, minor replacements by Unit Owners and any maintenance, repair or replacement of such exterior glass doors, exterior glass windows, exterior panels, parapet walls and exterior surfaces by Association shall not result in a change to the appearance of the Building different from its appearance as originally constructed and, further, provided that, where such exterior surfaces cannot be maintained, repaired or replaced, except by maintenance, repair or replacement of the surface beneath such exterior surfaces, then the Association shall be responsible for the maintenance, repair or replacement of the surface beneath such exterior surfaces. The Association shall be responsible for maintenance, repair, and replacement of Unit's entrance door locking system and associated hardware. The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair and replacement shall be a Common Expense. If a dispute should occur as to whether maintenance is routine or a repair or a replacement is minor, the Board of Directors of the Association shall decide the question and its decision shall be binding and conclusive upon all Unit Owners.

(deletions are indicated by strikethrough text; additions are indicated by underline text)

Vickie Giles

From: Johnson, Andrea <ajohnson@beckerlawyers.com>
Sent: Tuesday, August 2, 2022 3:22 PM
To: Vickie Giles
Cc: Roberts, Jay
Subject: SunDestin Amendment
Attachments: Amendment Recorded 2019.pdf; Sundestin Corrective Amendment.pdf

Vicki,

An error was discovered in an amendment recorded in 2019; it referenced section 6.3 (copy attached). Attached please find the Corrective Amendment that was recorded today at no charge to the Association. Please let me know if you have any questions.

Thank you,

Andrea Johnson

Legal Assistant for Jay Roberts, Esq., and John M. Stratton, Esq.

Becker

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SCHEDULE OF AMENDMENTS

Section 6.3 of the Declaration of Condominium has been amended as indicated below:

Maintenance, Repair and Replacement, Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements provided that any maintenance, repair or replacement to the exposed Common Elements shall not result in a change to the appearance of the building different from its appearance as originally constructed. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing linen, wiring and other equipment located within a Unit, provided each of the preceding are utilized for the purpose of furnishing Utility Services to part or parts of the Building other than the Unit within which located or are utilized for the purpose of furnishing services to more than one Unit. The Association shall further be responsible for, and Unit Owners shall not undertake, the maintenance, repair or replacement, except for routine maintenance, minor repairs or minor replacements which shall be the responsibility and costs of Unit Owner, such parts being the exterior glass windows, the exterior glass doors, the exterior panels and, the exterior surfaces which vertically and horizontally face the balcony areas of each Unit, provided that any routine maintenance, minor replacements by Unit Owners and any maintenance, repair or replacement of such exterior glass doors, exterior glass windows, exterior panels, parapet walls and exterior surfaces by Association shall not result in a change to the appearance of the Building different from its appearance as originally constructed and, further, provided that, where such exterior surfaces cannot be maintained, repaired or replaced, except by maintenance, repair or replacement of the surface beneath such exterior surfaces, then the Association shall be responsible for the maintenance, repair or replacement of the surface beneath such exterior surfaces. The Association shall be responsible for maintenance, repair, and replacement of Unit's entrance door locking system and associated hardware. The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair and replacement shall be a Common Expense. If a dispute should occur as to whether maintenance is routine or a repair or a replacement is minor, the Board of Directors of the Association shall decide the question and its decision shall be binding and conclusive upon all Unit Owners.

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