

4662

THIS INSTRUMENT PREPARED BY:
JOHN L. WHITEMAN, ESQUIRE
81 King Street, Suite A
P. O. Box 3504
St. Augustine, FL 32085-3504

CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM OF
SAND DOLLAR III, A CONDOMINIUM

The undersigned, being all of the officers of SAND DOLLAR III, INC., do hereby certify as follows:

1. That a special meeting of members of SAND DOLLAR III, INC., duly called and noticed and at which a quorum was present in person or proxy, was held at the Recreation Room on the premises of SAND DOLLAR III, 8050 AIA South, St. Augustine, Florida, on the 19th day of August 1995 at 10:00 a.m. for the purpose of considering the adoption of a proposed amendment to the Declaration of Condominium of Sand Dollar III, a Condominium, which Declaration is recorded in the public records of St. Johns County, Florida at Official Records Book 576, Page 774.

2. That pursuant to Article XV of the Declaration of Condominium of SAND DOLLAR III, a Condominium, the following amendment to the Declaration of Condominium of SAND DOLLAR III, a Condominium, was duly adopted by vote of the members of SAND DOLLAR III, INC. at the aforementioned special meeting:

That paragraph E of Article XII be amended to read as follows (language ~~struck through~~ is deleted, language underlined is added):

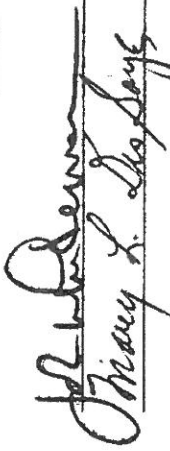


"E. Leasing: After approval by the Association as elsewhere provided, entire dwelling units may be rented, provided the occupancy is by the Lessee only and the term of the rental is for a period of no less than two (2) consecutive weeks and provided further that all rental agreements contain the following two (2) provisions in substantially the following form: (i) overnight occupancy of the unit shall not exceed six (6) persons, and; (ii) tenants and their guests shall abide by the parking rules and regulations of Sand Dollar III which are strictly enforced from Memorial Day through Labor Day. Notwithstanding the foregoing, the leasing rights of unit owners whose ownership is disclosed in the public records of St. Johns County on the effective date of this

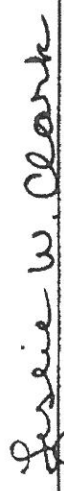

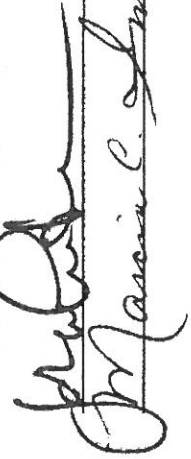
Recorded in Public Records St. Johns County, FL
Clerk# 95025475 O.R. 1125 PG 1372 11:05AM 08/28/95
Recording #17.00 Surchage \$2.50

provision, are preserved/grandfathered to the extent that during the term of their ownership (including transfers of ownership to a spouse or trust in which the owner or his or her spouse has beneficial use of the unit) the afore-described two (2) week minimum rental term shall apply only during the six week period commencing on the first Saturday of July and ending on the sixth Friday then following; that during the balance of the year, the owner and his or her unit shall be subject to a one (1) week minimum rental term, and; that if by the 1st day of June a rental vacancy exists during the period requiring two (2) week rentals, the vacancy may be filled by one or more one (1) week rentals. Upon the transfer or conveyance of title to a unit subsequent to the effective date of this provision, (other than to a spouse or a trust in which the owner or his or her spouse has beneficial use of the unit) the leasing rights preserved/grandfathered hereby shall terminate and the unit and its new owner shall take title subject to the year round two (2) week minimum rental term imposed herein."

3. This Certificate is made pursuant to F.S. 718.110(2) and shall be recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 25th day of August, 1995.


Mary L. Gladys

Barbara King

Ralph K. King


Lucie W. Clark

Duane Jones

J. Mason C. Smith


William M. Smith, President


John R. Harrison, Vice-President


Gladys Atz, Secretary


Libby Howell, Treasurer