

Prepared by:
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SFD&M File No. B1732.00000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND PLAT FOR SUNSET PASS, A PLANNED
UNIT DEVELOPMENT ("P.U.D.")**

THIS AMENDMENT TO DECLARATION AND PLAT is made and entered on this 8th
day of March, 2005, by **PERDIDO KEY LOTS 124 & 125, L.L.C.**, a Florida limited liability
company, hereafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property located in Perdido Key described as
Sunset Pass, a Planned Unit Development (the "Subdivision"), according to the Plat recorded in Plat
Book 16, Page 63 of the public records of Escambia County, Florida (the "Plat"), being a replat of Lots
124 and 125, Gulf Beach Subdivision, according to the map or plat thereof as recorded in Plat Book 4,
Page 52 of the public records of Escambia County, Florida; and

WHEREAS, Declarant has filed and subjected the Property to the Declaration of Covenants,
Conditions and Restrictions for Sunset Pass, a Planned Unit Development ("PUD"), as recorded in
Official Records Book 4505, Pages 1708 - 1733 of the public records of Escambia County, Florida, as
subsequently amended (collectively referred to herein as the "Declaration"); and

WHEREAS, Declarant has discovered that the buildings that have been constructed on Lots 1,
2, 3 and 4, Block H of the Subdivision are overlapping the lot lines shown on the Plat, so that the
townhome unit built on Lot 1 encroaches onto Lot 2; the townhome unit built on Lot 2 encroaches onto
Lot 3; the townhome unit built on Lot 3 encroaches onto Lot 4; and the townhome unit built on Lot 4
encroaches onto the Common Area of the Subdivision, all as indicated on the surveys of the various
buildings attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant has revised the legal descriptions of these four units to correspond with
the actual building footprints, as indicated on the attached surveys, and desires further to amend the
Declaration and the Plat in order to account for the Common Area that has been impacted by these
encroachments, such that the portion of Lot 1 not containing a building shall be added back to the
Common Area, and that the portion of Common Area adjacent to Lot 4 containing a portion of a
building be removed from the Common Area, all as indicated on the attached surveys, and to make
other changes as reflected herein; and

WHEREAS, Declarant is the holder of not less than two-thirds (2/3rds) of the combined votes of both classes of Members as specified in Article III of the Declaration, and is therefore authorized to make this Amendment;

NOW, THEREFORE, Declarant declares that the Declaration is hereby amended as follows:

1. Amendment to Declaration. The Declaration is hereby amended to provide as follows:

A. Article I, Section 5, setting forth the definition of "Common Areas," shall be revised to add the following subparagraphs k and l:

k. The Common Areas shall include the South 3.8 feet of Lot, 1, Block H, Sunset Pass, as shown on the survey of Lot 1 attached hereto and by this reference made a part hereof, which property shall be added to and become a part of the Common Area and not a part of Lot 1.

l. The Common Areas shall not include the South 3.5 feet of Common Area immediately adjacent and to the North of Lot 4, Block H, as shown on the survey of Lot 4 attached hereto and by this reference made a part hereof, which property shall be deleted from the Common Area and become part of the reconfigured Lot 4, Block H.

B. Article IX, Section 1, shall be revised to read as follows:

Section 1. The Lots and Units may be used for residential dwelling units and for no other purpose, except that individual residential Units may be used as a sales office or as model homes by the Declarant or a builder or realtor approved by Declarant during the development and sale of the Property. Further, after the development and sale of the Property, the Association shall be entitled to designate one Unit, at any one time, to be used as a real estate sales, rental and/or management office. The Lots and Units, as shown on the Plat may not be further subdivided by any Owner.


2. Amendment to Plat. The Plat is amended to reflect the deletion from and addition to the Common Areas as set forth in paragraph 1.A., above.

3. Ratification. Except as amended hereby, the terms, conditions and provisions of the Declaration and Plat, as previously amended, shall remain in full force and effect.


IN WITNESS WHEREOF, PERDIDO KEY LOTS 124 & 125 L.L.C. has caused this instrument to be executed by its authorized Managing Member this 8th day of March, 2005.

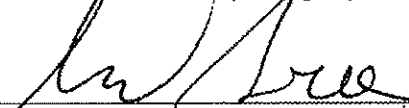
Signed, sealed and delivered in the presence of the following witnesses:

DECLARANT:


Print Name Stephen B. Shell

PERDIDO KEY LOTS 124 & 125, L.L.C.
a Florida limited liability company

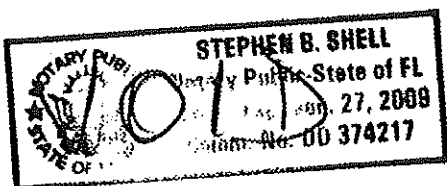

Print Name Robin M. Johnson


By: 
James W. Green, Managing Member

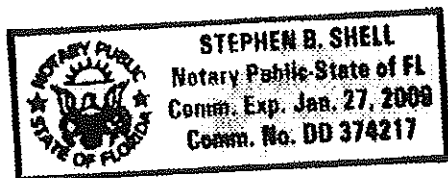
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of March, 2005, by James W. Green, a Managing Member of PERDIDO KEY LOTS 124 & 125, L.L.C., a Florida limited liability company, on behalf of that limited liability company. He is personally known to me.




Print Name: Stephen B. Shell
Notary Public
My commission expires: 1/27/09



JOINDER OF MORTGAGEE

Bank of Pensacola, as mortgagee on the property encumbered and restricted hereby, does hereby join in this Third Amendment to Declaration of Covenants, Conditions and Restrictions and Plat.

Signed, sealed and delivered in the presence of the following witnesses:

Kimberly M. Forehand
Print Name / Kimberly M. Forehand

Joyce Hudson
Print Name Joyce Hudson

MORTGAGEE:

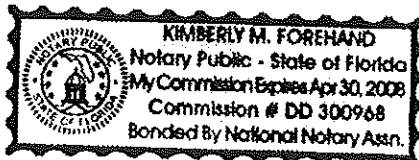
BANK OF PENSACOLA

By: Norris McMahon
Norris McMahon, Vice President
400 West Garden Street
Pensacola, FL 32502

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of March, 2005, by Norris McMahon, Vice President of BANK OF PENSACOLA, a Florida corporation, on behalf of that corporation. He is personally known to me.



Kimberly M. Forehand
Print Name: Kimberly M Forehand
Notary Public
My commission expires: 4-30-08