

Return Instrument to:  
George D. Root, III, Esq.  
Friscia & Ross, P.A.  
5550 West Executive Drive, #250  
Tampa, FL 33609

**CERTIFICATE OF RECORDING OF AMENDMENTS TO SECTIONS 13(A) AND 16  
OF THE DECLARATION OF CONDOMINIUM OF BEACHWALK CONDOMINIUM  
ASSOCIATION OF GULFPORT, INC.**

The undersigned officers of Beachwalk Condominium Association of Gulfport, Inc., the corporation in charge of the operation and control of the Beachwalk Condominium Association of Gulfport, Inc., located in Pinellas County, Florida, according to the Declaration of Condominium of Beachwalk Condominium Association of Gulfport, Inc., as recorded in the Official Records in Pinellas County, Florida, at Official Records Book 15595 beginning at Page 1084 hereby certifies that the following amendments to the Declaration of Condominium of Beachwalk Condominium Association of Gulfport, Inc. were proposed and approved by the Membership pursuant to the requirements of the Bylaws of Beachwalk Condominium Association of Gulfport, Inc. at a meeting of the Membership held on November 18, 2020. The undersigned further certify that the aforesaid amendments were proposed and approved in accordance with the governing documents of the Association and applicable Florida Law.

(Additions indicated by underlining, deletions by ~~strikethrough~~, omitted, unaffected language by ellipses . . .)

(1). Attached hereto as Exhibit "A" are the amendments to the Declaration of Condominium of Beachwalk Condominium Association of Gulfport, Inc. that were approved by the Membership during the above dated meeting, as follows:

Exhibit A: Sections 13(a) and 16 of the Declaration of Condominium of Beachwalk Condominium Association of Gulfport, Inc.

IN WITNESS WHEREOF, Beachwalk Condominium Association of Gulfport, Inc. has caused this Certificate to be executed in its name on this 28<sup>th</sup> day of November, 2020.

BEACHWALK CONDOMINIUM  
ASSOCIATION OF GULFPORT, INC.

Mike Walcutt  
Mike Walcutt, President

[Signature]  
Signature of Witness  
SCOTT T HARRELL  
Printed Name of Witness  
[Signature]  
Signature of Witness  
Amanda K Hersem  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

28<sup>th</sup> Sworn and subscribed before me by means of  physical presence or  online notarization on this day of November, 2020 by Mike Walcutt, President of Beachwalk Condominium Association of Gulfport, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath or has produced a Florida Driver's License as identification.



[Signature]  
Notary Public  
Amanda K Hersem  
Printed Name of Notary Public

My Commission Expires:

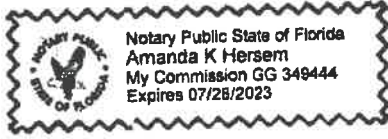
[Signature]  
Secretary ALFRED CORRADO


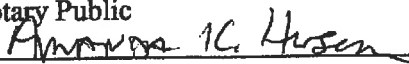
[Signature]  
Signature of Witness  
SCOTT T HARRELL  
Printed Name of Witness  
[Signature]  
Signature of Witness  
AMANDA K Hersem  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

1 Sworn and subscribed before me by means of  physical presence or  online notarization on this day of ~~November~~, 2020 by Alfred Corrado, Secretary/Treasurer of Beachwalk Condominium Association of Gulfport, Inc. on December

Association of Gulfport, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath or has produced a Florida Driver's License as identification:



  
\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

**AMENDMENTS TO THE DECLARATION OF  
CONDOMINIUM OF BEACHWALK CONDOMINIUM**

13. **Restrictions Upon Use.** No owner, tenant, invitee, or other occupant of a condominium unit shall:

(a) use the unit other than for residential purposes with the maximum occupancy for each unit being two (2) persons for each bedroom in the unit. In units wherein there are rooms which may alternately be used as a bedroom or a den, the den shall be deemed a bedroom for purposes of the subparagraph. No commercial, professional or business use shall be permitted, with the exception of any management office, any sales/rental and/or model unit utilized by Developer. Notwithstanding any provisions or interpretation to the contrary, individual units in Buildings 1 and 2 of Beachwalk Condominium may be rented to individuals for individual use for rental terms of not less than 7 ~~30~~ days in duration with no more than one rental per thirty (30) days, provided the owner of the unit shall be required to obtain the approval of all tenants by the Board of Administration for each such rental, in conformity with Paragraph 14 of the Declaration of Condominium. The cost of obtaining such approval shall be borne by the owner of the unit involved and shall not exceed \$50, or actual cost, whichever is greater. Notwithstanding the foregoing, Unit 3 may be used for such purposes as is permitted by the applicable zoning code(s), which may include retail usage. The lease period for Building 3 set forth in Section 13(o) shall not be affected by this amendment.

16. **Certain Rights of Mortgagees.** All savings and loan associations, banks, mortgage companies, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, and any other institutional lender engaged in financing real estate transactions, or any institutional assignee of loans made by such lender, or any governmental institution which has insured the loan under the lender, or their subsidiaries or affiliates, holding first mortgages upon any of the condominium units are herein referred to as "institutional first mortgagees." The termination of the condominium shall require the written consent of institutional first mortgagees holding on hundred percent (100%) of such first mortgages. The liability of a first mortgagee or its successor or assigns who acquires title to a unit by foreclosure of by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: the unit's unpaid common expenses and regular periodic assessments which accrued or became due during the twelve six (12)(6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or one percent (1%) of the original mortgage debt. The provisions of the sentence next above shall not apply unless the first mortgagee joins the Association as a defendant in the foreclosure action; provided, however, joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the said first mortgagee.

Additions indicated by underline, deletions indicated by ~~strike through~~, omissions indicated by ellipsis. . . .

