

Prepared by and return to:
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CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
BEACH TOWNHOUSES, A CONDOMINIUM

We hereby certify that the attached amendment to the Declaration of Condominium of BEACH TOWNHOUSES, A CONDOMINIUM (which Declaration was originally recorded at Official Records Book 1087, Page 581 et seq. of the Public Records of Manatee County, Florida), was duly adopted at the Annual Membership Meeting of the Association held on February 8, 2022 by the affirmative vote of a majority of the voting interests present (in person or by proxy) as required by Article 19 of the Declaration. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 16th day of March, 2022.

Signed, sealed and delivered in the presence of:

Sign: [Signature]
Print: Maureen De
Sign: [Signature]

Print: Conrad W. Dodson

BEACH TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

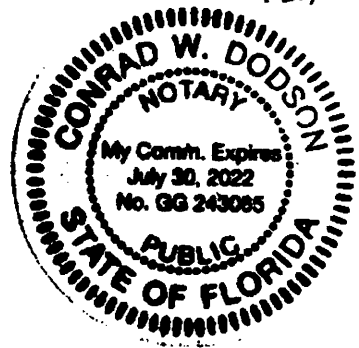
By: [Signature]
Michelle Marc, as President
Attest: [Signature]
Scott Gentiuomo, as Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of March, 2022, by Michelle Marc, as the President of BEACH TOWNHOUSES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Florida Driver License as identification.

NOTARY PUBLIC

Sign: [Signature]
Print: Conrad W. Dodson
State of Florida at Large (Seal)
My Commission expires: 7/30/2022



AMENDMENT

**DECLARATION OF CONDOMINIUM
BEACH TOWNHOUSES, A CONDOMINIUM**

[Additions are indicated by underline; deletions by ~~strike-through~~]

14. SALE TRANSFER LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committees, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease, or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Director or its duly authorized officers or committee.

In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. No unit ~~estate~~ may be leased or rented for a period of less than one week 30 days and no unit may be leased or rented more than twice per month. In the event a sale or transfer is disapproved or no action is taken by the Board or its duly authorized officers, agent or committee within fifteen (15) days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the Board an additional thirty (30) days' notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase any unit not subject to a mortgage held or guaranteed by Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC) for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three (3) days before the proposed closing date or within ten (10) days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give

the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of six months after the recording of such conveyance in the Public Records of said county, or sixty (60) days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the prevailing party in such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including appellate proceedings.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by FNMA or FHLMC, savings and loan associations, banks insurance companies, or their subsidiaries or affiliates, or to conveyances or leases to or from such institutional first mortgagees or the Developer.