

PREPARED BY AND TO BE RETURNED TO:
Derrick Bennett, Esq.
Post Office Box 2422
Panama City, Florida 32401

CERTIFICATE FOR AMENDMENT TO DECLARATION OF CONDOMINIUM

The Boardwalk Beach Resort Community Association, Inc., a Florida not-for-profit corporation by and through its President, hereby evidences by this Certificate of the Association the Amendment of the Declaration of Condominium for Boardwalk Central, a Condominium, Panama City Beach Florida, ("Condominium") original Declaration dated April 25, 2005 and recorded at Book 2599, Page 84 of the public records of Bay County, Florida ("Declaration"); such amendment having been voted on at the board meeting held on February 27, 2012, when a quorum was present, after due notice.

A. Section 14(B)(2) of the Declaration provides that the Declaration may be amended at any time and from time to time by the Board of Directors on an instrument in writing signed by the Association and approved by all board member.

B. The Board of Directors of the Association for Condominium unanimously approved the attached Amendment as required by such Section.

C. Accordingly, the provisions of the Declaration are hereby amended and restated to read as outlined in the attached Amendment to Declaration, with the amendments being evidenced through the use of strikeout text to indicate words that have been stricken and the use of double-underlined text to indicate words that have been added:

IN WITNESS WHEREOF, the Association executed this instrument to amend the Declaration in the manner provided hereinabove as is required by the Declaration.

WITNESSES:

Sign: _____

Print Name: Derrick Bennett

Sign: _____

Print Name: Dayna P. Tully

STATE OF FLORIDA
COUNTY OF BAY

**BOARDWALK BEACH RESORT COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation**

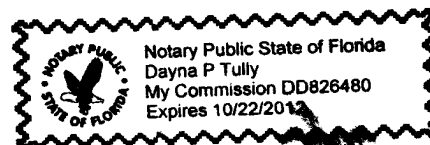
By: _____

Mike Greer As its President

The foregoing instrument was acknowledged before me this 27th day of Feb., 2012, by Mike Greer as President of Boardwalk Beach Resort Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is either ☒ personally known to me or ☐ has produced _____ as identification.

Witness my hand and seal on this 27th day of February 2012.

Dayna P. Tully
Notary Public



PREPARED BY AND TO BE RETURNED TO:

Derrick Bennett, Esq.
Post Office Box 2422
Panama City, Florida 32401

CONSENT TO AMENDMENT TO DECLARATION OF CONDOMINIUM

COMES NOW, the Developer, Resort Hospitality Enterprises, LTD, a Florida limited partnership ("Developer") and hereby evidences by this Consent to Amendment of the Declaration of Condominium for Boardwalk Central, a Condominium, Panama City Beach Florida, ("Condominium") original Declaration dated April 25, 2005 and recorded at Book 2599, Page 84 of the public records of Bay County, Florida ("Declaration"). The amendment to the Declaration having been voted on at the board meeting held on February 27, 2012, when a quorum was present, after due notice.

A. Section 14(D)(iii) of the Declaration provides that the Declaration may be amended at any time and from time to time by the Developer for the purpose of bringing the Declaration into compliance with the Florida Condominium Act on an instrument in writing signed by the Developer.

B. The Board of Directors of the Association for Condominium unanimously approved the attached Amendment, and Developer desires to execute this Consent to such amendment to the Declaration;

Accordingly, the Developer hereby consents to the Amendment to Declaration, a true and correct copy of which is attached hereto, which amendment is for the purpose of bringing the Declaration into compliance with the Florida Condominium Act. This consent shall be considered the same as a consent to a Special Amendment as allowed under Section 14(D) of the Declaration and such consent shall be not only be for the approval of the Developer but for each owner, mortgagee or lienholder of or in Boardwalk Central, a Condominium, all as allowed under Section 14(D) of the Declaration.

IN WITNESS WHEREOF, the Association executed this instrument to amend the Declaration in the manner provided hereinabove as is required by the Declaration.

WITNESSES:

Sign: [Signature]
Print Name: Treana L. Pitts

Sign: [Signature]
Print Name: Sunde Granberg

**Resort Hospitality Enterprises, LTD,
a Florida limited partnership**

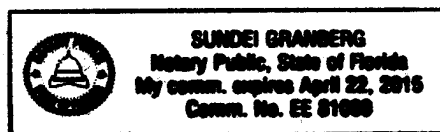
By: [Signature]
As its General Partner

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 15 day of May, 2012, by [Signature] as general partner of Resort Hospitality Enterprises, LTD, a Florida limited partnership, on behalf of the partnership. He either ☒ is personally known to me or ☐ has produced _____ as identification.

Witness my hand and seal on this 15 day of May, 2012.

[Signature]
Notary Public



PREPARED BY AND TO BE RETURNED TO:

**Derrick Bennett, Esq.
Post Office Box 2422
Panama City, Florida 32401**

AMENDMENT TO DECLARATION OF CONDOMINIUM

The following is an amendment to the Declaration of Condominium for Boardwalk Central, a Condominium, Panama City Beach Florida, ("Condominium") original Declaration dated April 25, 2005 and recorded at Book 2599, Page 84 of the public records of Bay County, Florida ("Declaration").

A. Section 14(B)(2) of the Declaration provides that the Declaration may be amended at any time and from time to time by the Board of Directors on an instrument in writing signed by the Association and approved by all board member.

B. The Board of Directors of the Association for Condominium unanimously approved this Amendment as required by such Section.

C. Accordingly, the provisions of the Declaration are hereby amended and restated to read as follows, with the amendments being evidenced through the use of ~~strikeout text~~ to indicate words that have been stricken and the use of double-underlined text to indicate words that have been added:

(commencement of text)

1. The Declaration of the condominium is amended to add the following sentence to the end of Article 4(E)(1)(a)(ii) which reads:

The Association shall maintain and clean all dryer ducts in the units as a common expense.

2. The Declaration of the condominium is amended to add the following sentence to the end of Article 4(E)(1)(b)(iii) which reads:

On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day the Owners may respectfully display one portable removable official flags, not larger than 4 1/2 feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard. The Association may not refuse the request of a unit owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the unit owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

3. The Declaration of the condominium is amended to delete and add the following to Article 5(E) which reads:

E. Interest; Application of Payment. Assessments and installments on such

Assessments paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. The Association shall also charge an administrative late fee of up to the greater of \$25 or 5 percent of each delinquent installment for which the payment is late. Any payment received by an Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment(s).

4. The Declaration of the condominium is amended to delete and add the following to Article 5(H)(1), which reads:

(1) The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the ~~six (6)~~ twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

5. The Declaration of the condominium is amended to add the following section to Article 5(H)(3) which reads:

An association, or its successor or assignee, that acquires title to a unit through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the association's acquisition of title in favor of any other association, as defined in s. 718.103(2) or s. 720.301(9), which holds a superior lien interest on the unit.

6. The Declaration of the condominium is amended to delete Article 5(I) and replace the same with the following which reads:

Within 15 days after receiving a written request therefor from a unit owner or his or her designee, or a unit mortgagee or his or her designee, the association shall provide a certificate signed by an officer or agent of the association stating all assessments and other moneys owed to the association by the unit owner with respect to that owners unit.

(i)Any person other than the owner who relies upon such certificate shall be protected thereby.

(ii)A summary proceeding pursuant to s. 51.011 may be brought to compel compliance with this subsection, and in any such action the prevailing party is entitled to recover reasonable attorney's fees.

(iii)Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(i), the association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee must be included on the certificate.

(iv)The authority to charge a fee for the certificate shall be established by a written resolution adopted by the board or provided by a written management, bookkeeping,

or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of a unit but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the unit owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the unit owner, and the association may collect it from that owner in the same manner as an assessment as provided in this section.

7. The Declaration of the condominium is amended to add a new Article 8(B)(1)(d), which reads:

(d) The Association shall exercise its best efforts to obtain and maintain insurance required herein. The maximum insurable replacement value or cost must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. The insurance coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

8. The Declaration of the condominium is amended to add a new Article 8(B)(5), which reads:

(5) The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any such bonding.

9. The Declaration of the condominium is amended to amend Article 9(A)(2)(b), which reads:

(b) If the damaged improvement is a unit building and if less than one-third of the units in the unit building are found by the Board of Directors to be tenantable, then damaged property will not be reconstructed or repaired, unless within sixty (60) days after the casualty the owners of three-fourths (3/4) of the units and the mortgagee holding the greatest number of recorded mortgages on all units consents in writing to terminate the Condominium.

10. The Declaration of the condominium is amended to delete and add the following to Article 13(C)(1), which reads:

(1) The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the ~~six (6)~~ twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

11. The Declaration of the condominium is amended to delete and add the following to the first paragraph of Article 13(D), which reads:

D. Upon written request to the Association identifying the name and address of the Institutional Mortgagee, such Institutional Mortgagee will be entitled to ~~timely~~, within 15 days from such demand, written notice of the following:

IN WITNESS WHEREOF, the Association executed this instrument to amend the Declaration in the manner provided hereinabove as is required to amend the Declaration.

WITNESSES:

Sign: [Signature]
Print Name: Derrick Bennett

Sign: [Signature]
Print Name: Dana Aylor

BOARDWALK BEACH RESORT
COMMUNITY ASSOCIATION, INC., a
Florida not-for-profit corporation

By: [Signature]
Mike Greer, as its President

Attest:

[Signature]

Sean McNeil,

Secretary, Boardwalk Beach Resort Community Association, Inc.

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 22 day of Feb, 2012, by Mike Greer and Sean McNeil, as President and Secretary, respectively, of Boardwalk Beach Resort Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They either ☒ are personally known to me or ☐ have produced _____ as identification.

Witness my hand and seal on this 22 day of Feb, 2012.
My Commission Expires: (AFFIX NOTARY SEAL)

[Signature]
Notary Public

(Commission Number, if any)

