

**CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
BEACHWALK OF VERO BEACH CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED HEREBY CERTIFIES that at a duly called meeting of the members on March 6, 2015, by a vote of not less than two-thirds of the voting interests of the Association and after the unanimous adoption of resolutions proposing said amendments by the Board of Directors, the Amended and Restated Declaration of Condominium for BEACHWALK OF VERO BEACH CONDOMINIUM ASSOCIATION, INC., as recorded in O.R. Book 2339, Page 1542 et. seq., in the Official Record Book of the Public Records of Indian River County, Florida are hereby amended as follows:

1. The first page of Exhibit B of the Amended and Restated Declaration of Condominium is amended by substituting the first page of Exhibit B attached hereto and entitled "Parking Garage Space Assignments" to supersede and take the place of the previously existing first page of Exhibit B. (The first page of existing Exhibit B is being changed to reflect the parking spaces assigned to each unit, which were previously omitted. See current Exhibit B for the present first page.)
2. The fourth paragraph of Article 10, Section 10.5 is amended to read as follows:

"All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium. No portion of a Unit (other than an entire Unit) may be rented. The duration of a lease must be for a period of not less than one (1) month, and the maximum number of times a Unit may be rented out (i.e. the maximum number of rental periods) in any calendar year, beginning with 2016, shall be (2). The Unit Owner and the tenant will be jointly and severally liable to the Association for any damage to Condominium Property and to pay any claim for injury or damage to property caused by the negligence of the tenant."

3. Article 10, Section 10.10 is amended to read as follows:

"10.10 Selling and other Transfer of Interest of Units. No Unit Owner may sell, convey, lease or otherwise transfer an interest in a Unit unless all sums due the Association shall be paid in full and an estoppel letter in recordable form to such

effect shall have been received by the Unit Owner. Within fifteen (15) days after receiving a written request therefor from a Purchaser, Unit Owner or Mortgagee of a Unit, the Association shall provide a certificate, signed by an officer or agent of the Association, stating all assessments and other monies owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Board of Directors, on behalf of the Association, shall have the authority to condition the approval of any sale or lease of a Unit upon receipt of a professional background check conducted by or on behalf of, and satisfactory to, the Board of Directors."

IN WITNESS WHEREOF, BEACHWALK OF VERO BEACH CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 10th day of March, 2015.

BEACHWALK OF VERO BEACH CONDOMINIUM
ASSOCIATION, INC.

ATTEST:

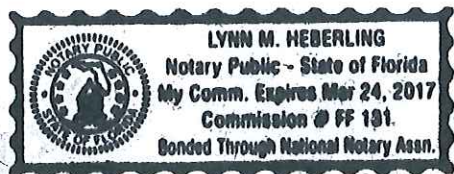
Wendy M. Smith

Secretary

By Donna H. Terry
President

STATE OF FLORIDA)
)SS
COUNTY OF INDIAN RIVER)

On this 10th day of March, 2015, personally appeared before me the said Donna Terry, President of Beachwalk of Vero Beach Condominium Association, Inc., and acknowledged that she executed the foregoing instrument on behalf of said Association under authority duly vested in her as President for the purposes herein expressed.



Lynn M. Heberling
NOTARY PUBLIC

Parking Garage Space Assignments

