



1st Judicial District
Instrument 2009 822 D -J1
Filed/Recorded 2 9 2009 3 43 P
Total Fees 238.00
4 Pages Recorded

**2008 AMENDMENTS TO CONDOMINIUM DECLARATIONS, LEGACY
CONDOMINIUMS AT GULFPORT HOMEOWNERS' ASSOCIATION, INC.**

Declaration Amendment No. 1:

This amendment shall be placed at the end of Declarations Section No. 7.04:

A unit owner may cast his or her vote for upon two conditions. First, the unit owner must hold title to the unit, whether or not a deed of trust exists upon the unit. Second, there must be no monthly assessments upon the unit which are sixty days or more overdue for that unit.

Declaration Amendment No. 2:

This amendment shall be placed at the end of Declarations Section No. 20.05:

Notwithstanding any provision in the Declarations, By-Laws, or Rules and Regulations, all of the Declarations, By-Laws and Regulations shall be subject to and governed by the law of the State of Mississippi. Should any part of the Declarations, By-Laws or Rules and Regulations at any time be found to be void by action of state or federal law, the remaining provisions of the Declarations, By-Laws and Rules and Regulations shall continue unaffected.

Declaration Amendment No. 3:

This amendment shall be noted as Declarations Section 16.05:

16.05 Amendment of Rules and Regulations. The Rules and Regulations may be amended at any time by a majority vote of the Board at a regularly scheduled meeting. Should any unit owner object to an amendment of the rules or regulations, he or she may appeal the amendment by placing the amendment upon the agenda at the annual meeting of unit owners.

Declaration Amendment No. 4:

Section 7.01 of the Condominium Declarations is amended to include, at the end of the section:

The Board of Directors is authorized, upon approach of a named tropical storm within 75 miles of the Legacy at Gulfport Condominiums premises, to open or close both common area doors, and private doors, to minimize and mitigate the potential damage to private and common area property on the premises. The Board, through their designated officers and/or employees, is permitted to exercise their discretion to open and close doors for a period of time from when the named storm is 75 miles from the

premises mentioned in this paragraph, to a reasonable period of time after the storm leaves the vicinity of Gulfport, Mississippi. Unit Owners agree to hold harmless the Board of Directors, its officers or employees for any liability in the exercise of its discretion to open or close doors during this period of time. Neither Legacy Condominiums at Gulfport Home Owners Association, Inc., its Board of Directors, its Officers, nor its employees, may be held liable or be sued by a Unit Owner for the exercise of discretion in the opening or closing of doors during the period of time referenced in this paragraph.

Declaration Amendment No. 5:

Revisions to the language of Section No. 9.03 will be made as follows:

Including the italicized phrase "after delivery, *including delivery by electronic mail as an option for delivery*, or mailing of the proposed budget to the Unit Owners."

Declaration Amendment No. 6:

Revisions to the language of Section 10.01 will be made as follows:

Including the italicized phrase "the Association shall mail *or deliver by electronic mail* to each Unit Owner . . . a copy of the financial report."

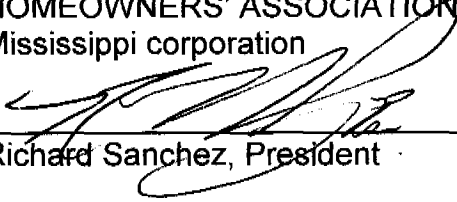
and

Deleting the sentence "The financial report shall meet the requirements of Section 718.111(13) Florida Statutes.

IN WITNESS THEREOF, the Legacy Condominiums at Gulfport Homeowners' Association, Inc., a Mississippi corporation, has caused this instrument to be executed on this the 30 day of January, 2009.

LEGACY CONDOMINIUMS AT GULFPORT
HOMEOWNERS' ASSOCIATION, INC., a
Mississippi corporation

BY:


Richard Sanchez, President

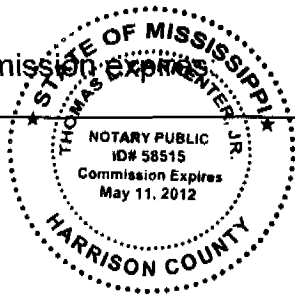
STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and stated, on this the 30th day of January, 2009, within this jurisdiction, the within named Richard Sanchez, who acknowledged that he is President of the Legacy Condominiums at Gulfport Homeowners' Association, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



NOTARY PUBLIC

My commission expires



Filing Instructions:

Tower I, Legacy Condominiums:

101, 102, 103, 201, 202, 203, 204, 205, 206, 207,
208, 301, 302, 303, 304, 305, 306, 307, 308, 401,
402, 403, 404, 405, 406, 407, 408, 501, 502, 503,
504, 505, 506, 507, 508, 601, 602, 603, 604, 605,
606, 607, 608, 701, 702, 703, 704, 705, 706, 707,
708, 801, 802, 803, 804, 805, 806, 807, 808, 901,
902, 903, 904, 905, 906, 907, 908, 1001, 1002, 1003,
1004, 1005, 1006, 1007, 1008, 1101, 1102, 1103, 1104, 1105,
1106, 1107, 1108, 1201, 1202, 1203, 1204, 1205, 1206, 1207,
1208, 1301, 1302, 1303, 1304, 1305, 1306, 1401, 1402, 1403,
1404, 1405, 1406

Tower I Units - 103

Tower II, Legacy Condominiums:

106, 107, 108, 109, 201, 202, 203, 204, 205, 206,
207, 208, 209, 301, 302, 303, 304, 305, 306, 307,
308, 309, 401, 402, 403, 404, 405, 406, 407, 408,
409, 501, 502, 503, 504, 505, 506, 507, 508, 509,
601, 602, 603, 604, 605, 606, 607, 608, 609, 701,
702, 703, 704, 705, 706, 707, 708, 709, 801, 802,
803, 804, 805, 806, 807, 808, 809, 901, 902, 903,
904, 905, 906, 907, 908, 909, 1001, 1002, 1003, 1004,
1005, 1006, 1007, 1008, 1009, 1101, 1102, 1103, 1104, 1105,
1106, 1107, 1108, 1109, 1201, 1202, 1203, 1204, 1205, 1206,
1207, 1208, 1209, 1301, 1302, 1303, 1304, 1305, 1306, 1307,
1308, 1309, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408,
1409, Spa, Office, Cafe

Tower II Units - 124

Prepared by:

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Carr Allison

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**AMENDMENTS TO CONDOMINIUM DECLARATIONS, LEGACY
CONDOMINIUMS AT GULFPORT HOMEOWNERS' ASSOCIATION, INC.**

Declaration Amendment No. 1:

This amendment shall replace Declaration Section 6.06:

Declaration Section 6.06. Priority of Lien. The Association shall have a lien for nonpayment of Common Expenses, Limited Common Expenses and Assessments as is provided by the ACT. In any suit for the foreclosure of a lien for Assessments, the Association shall be entitled to rental from the Unit Owner from the date on which the payment of any Assessment or installment thereof becomes delinquent and shall be entitled to the appointment of a receiver for said Unit, without notice to the Unit Owner. The rental required to be paid shall be equal to the rental charged on comparable type of dwelling Units in the area in which the Condominium is located. The lien granted to the Association shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at a rate set by the Board of the Association but in no case shall said interest exceed the maximum legal rate. All Persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association. A lien for Common Expenses, Limited Common Expenses or Assessments, shall not be affected by any sale or transfer of a Unit and shall be a priority to all other liens except as otherwise provided under Mississippi law. Any sale or transfer does not relieve the original owner, the owner's mortgage company, the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments made thereafter. Suit to recover a money judgment for unpaid Common Expenses, Limited Common Expenses or Assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Declaration Amendment No. 2:

This amendment shall replace Declaration Section 12.03:

Declaration Section 12.03. Pets. Dogs of less than 65 pounds and cats may be kept by Unit Owner only, subject to the rules and regulations adopted for keeping such pets by the Board of Directors of the Association, provided that such consent to keep such animals may be terminated without cause at any time by the Board of Directors of the Association. In the event that a Unit Owner leases its Unit, the tenant of the Unit Owner shall not be allowed to keep pets during the period of tenancy. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind, and if an animal or pet does cause or create a nuisance or an unreasonable disturbance, said animal or pet shall be permanently removed from the Property within three (3) days from the day the Owner receives the written notice from the Board of Directors of the Association. The Owner of any pet or animal shall be liable for any and all damage caused by such animal or pet to any part of the Condominium Property or to any other Property operated by the Association. The Owner of any pet or animal shall be responsible for removing all droppings of same. Permitted pets shall be restrained by a dependable leash, of twenty feet or less, or other comparable means and shall be accompanied by a responsible person at all times. No pet is permitted to be leashed to any stationary common element.

IN WITNESS THEREOF, the Legacy Condominiums at Gulfport Homeowners' Association, Inc., a Mississippi corporation, has caused this instrument to be executed on this the 23 day of John, 2009.

LEGACY CONDOMINIUMS AT GULFPORT
HOMEOWNERS' ASSOCIATION, INC.,
A Mississippi corporation.

BY:


Richard Sanchez, President

1st Judicial District

Instrument 2009 7672 D -J1
Filed/Recorded 10 28 2009 2 35 P
Total Fees 238.00

3 Pages Recorded

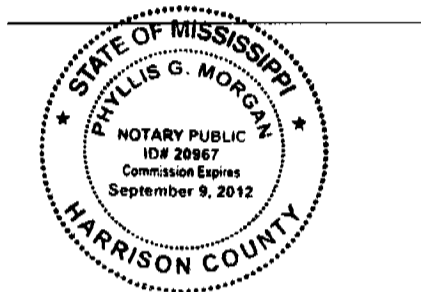


STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in an for the said county and stated on the 23rd day of October, 2009, within this jurisdiction, the within named, Richard Sanchez, who acknowledged that he is President of the Legacy Condominiums at Gulfport Homeowners' Association, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Phyllis B. Morgan
NOTARY PUBLIC

My commission expires:



Filing Instructions:

Tower I, Legacy Condominiums:

101, 102, 103, 201, 202, 203, 204, 205, 206, 207,
208, 301, 302, 303, 304, 305, 306, 307, 308, 401,
402, 403, 404, 405, 406, 407, 408, 501, 502, 503,
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708, 801, 802, 803, 804, 805, 806, 807, 808, 901,
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1106, 1107, 1108, 1201, 1202, 1203, 1204, 1205, 1206, 1207,
1208, 1301, 1302, 1303, 1304, 1305, 1306, 1401, 1402, 1403,
1404, 1405, 1406

Total Tower I Units – 103

Tower II, Legacy Condominiums:

106, 107, 108, 109, 201, 202, 203, 204, 205, 206,
207, 208, 208, 301, 302, 303, 304, 305, 306, 307,
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904, 905, 906, 907, 908, 909, 1001, 1002, 1003, 1004,
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1207, 1208, 1209, 1301, 1302, 1303, 1304, 1305, 1306, 1307,
1308, 1309, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408,
1409, Spa, Office, Café

Total Tower II Units - 124

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