

**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 April, 2009.

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

BY:


Richard Sanchez, President

1st Judicial District

Instrument 2009 7672 D -J1
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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 G. Morgan
NOTARY PUBLIC

My commission expires:



