

AMENDMENTS

DECLARATION OF CONDOMINIUM OF BAREFOOT BEACH RESORT OF INDIAN SHORES, A CONDOMINIUM

[Additions are indicated by underline]

15. OCCUPANCY AND USE RESTRICTIONS.

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

...
15.1.1. Resort Unit Use. The Resort Units shall be used for residential purposes, including tourist lodging facilities. Resort Units may be rented on a daily or less frequent basis, occupied by the Resort Unit Owner or anyone else designated by the Resort Unit Owner, or through any rental program that the Resort Unit Owner chooses to participate in, if applicable. Except as otherwise provided herein, the only obligation is that the Resort Unit Owner or the other person or entity renting the Resort Unit on behalf of the Resort Unit Owner, or otherwise allowing the use of the Resort Unit, shall notify the Condominium Association. Unit Owners shall not be permitted to rent or lease a Resort Unit while the Resort Unit Owner is delinquent in the payment of his or her assessments to the Association. If a Resort Unit Owner or the Resort Unit Owner's rental agent rents or leases the Resort Unit in violation of this provision, the Association is authorized to collect rent directly from the Resort Unit Owner's tenant(s) and apply the rental proceeds as partial payments under Section 718.116(3), Florida Statutes. The Association is also authorized to file an eviction lawsuit against the tenant(s) due to a violation of this Article 15 as the agent of the Resort Unit Owner and shall recover from the Resort Unit Owner the Association's reasonable costs and attorney's fees incurred incident to such a lawsuit.