

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
MICHAEL J. BELLE, ESQUIRE  
MICHAEL J. BELLE, P.A.  
2364 Fruitville Road  
Sarasota, FL 34237

INSTR 4537867 OR 4662 PG 35  
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DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT  
COLLIER COUNTY FLORIDA  
REC \$44.00

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE CHARTER CLUB OF MARCO BEACH, A CONDOMINIUM**

The undersigned, being the President of The Charter Club of Marco Beach Condominium Association, Inc., hereinafter the Association, pursuant to the Declaration of Condominium for The Charter Club of Marco Beach, a Condominium, recorded at Official Records Book 0982, Pages 1900 through 1971, inclusive, as amended at Official Records Book 0982, Pages 1981 through 1989, inclusive, and Official Records Book 0988, Pages 1883 through 1886, inclusive, and Official Records Book 1007, Pages 1067 through 1070, inclusive, and Official Records Book 1268, Pages 0812-0818, inclusive, and Official Records Book 1274, Pages 1926 through 1927, inclusive, all of the Public Records of Collier County, Florida, hereinafter the "Declaration", hereby amends and supplements said Declaration to modify Article XIX of the Declaration pertaining to termination of the condominium, and hereby certifies and acknowledges the following amendment to the Declaration of Condominium for The Charter Club of Marco Beach Condominium was duly adopted and approved at a meeting of The Charter Club of Marco Beach Condominium Association, Inc. held on MARCH 13, 2008. Said Amendment to the Declaration is attached hereto as follows:

Attachment "1" – Amendment to Article XI – Method of Amendment of Declaration

Attachment "2" - Amendment to Article XIX - Termination

IN WITNESS WHEREOF, the undersigned President of the Association, has executed and acknowledged this Certificate of Amendment to the Declaration of Condominium for The Charter Club of Marco Beach Condominium this 12 day of NOVEMBER, 2008.

[SIGNATURES AND ACKNOWLEDGMENT ON NEXT PAGE]

Signed, sealed and delivered  
in the presence of:

THE CHARTER CLUB OF MARCO  
BEACH CONDOMINIUM  
ASSOCIATION, INC., a Florida not for  
profit corporation

S. H. H. S. H.  
Print Name: SCOTT H. S. HOOK

By: R. Lyman Wood  
Print Name: R LYMAN WOOD  
Title: PRESIDENT

Patricia J. McRue  
Print Name: PATRICIA J. McRue

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12 day of NOVEMBER, 2008 by R. LYMAN WOOD, as HOA PRESIDENT of The Charter Club of Marco Beach Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation who is  personally known to me; or  produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

Signature: [Signature]  
Print Name: MATT FOX  
My Commission Number: DD834490  
My Commission Expires: 10/27/12



**AMENDMENT TO DECLARATION  
FOR  
THE CHARTER CLUB OF MARCO BEACH, A CONDOMINIUM**

**METHOD OF AMENDMENT OF DECLARATION**

Existing Text

First Paragraph of Article XI – METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of the Voting Members casting not less than fifty-one percent (51%) of the total vote of the members of the Association.

Revised Text

First Paragraph of Article XI – METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of the Voting Members casting not less than thirty-four percent (34%) of the Voting Members voting, ~~than fifty-one percent (51%) of the total vote of the members of the Association.~~

ATTACHMENT "2"

AMENDMENT TO DECLARATION  
FOR  
THE CHARTER CLUB OF MARCO BEACH, A CONDOMINIUM

EXISTING TEXT

ARTICLE XIX - TERMINATION

Section B. It is understood that in the year 2021, the Purchasers of Units committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. As such meeting, the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. The process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall take the necessary steps to discontinue the Interval Ownership program at the Condominium, at which time the Board of Directors of the Association and each Owner of a Unit Week in a Unit committed to Interval Ownership shall have the right to take such action as is permitted by this Declaration and the laws of the State of Florida. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Collier County, Florida for partition of the Units, if permitted by applicable law.

REVISED TEXT

ARTICLE XIX - TERMINATION

Section B. The covenants and restrictions of this Declaration shall run with the land subjected to Condominium and shall inure to the benefit of and be enforceable in accordance with its terms by the Association, or the Owner of Unit Weeks committed to Interval Ownership and their respective legal representatives, heirs, successors and assigns, or the Owner of Unit Weeks committed to Flexible Use Interval Ownership and their respective legal representatives, heirs, successors and assigns, for a term expiring on January 2, 2021, after which time the provisions of this Declaration shall automatically be extended for successive ten (10) year periods each unless prior to the commencement of any such ten (10) year period: (1) Unit Owners of Unit Weeks committed to Interval Ownership and Unit Owners of Unit Weeks committed to Flexible Ownership holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the President and Secretary of the Association and recorded in the Public Records of Collier County, Florida. Upon the vote to terminate this Declaration [i]t is understood that ~~in the year 2021,~~ the Purchasers of Units committed to Interval Ownership and to Flexible Use Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership and to Flexible Use Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership and to Flexible Use Interval Ownership.

A quorum at such meeting shall be twenty-five percent ~~a majority~~ of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership and to Flexible Use Interval Ownership. ~~As such meeting, the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. The process shall be~~

repeated as the end of each successive 10 year period approaches. Should less than two thirds of the Unit Owners of Unit Weeks committed to Interval Ownership and Flexible Use Interval Ownership ~~majority of the Owners~~ vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall take the necessary steps to discontinue the Interval Ownership and the Flexible Use Interval Ownership program at the Condominium, at which time the Board of Directors of the Association and each Owner of a Unit Week in a Unit committed to Interval Ownership and the Flexible Use Interval Ownership shall have the right to take such action as is permitted by this Declaration and the laws of the State of Florida. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Collier County, Florida for partition of the Units, if permitted by applicable law.