

218
2287371

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FLEXIBLE USE OWNERSHIP

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Flexible Use Ownership made by Mariner Properties, Inc., a Florida corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Developer executed on December 30, 1986 and recorded on January 5, 1987, in Official Records Book 1889, at Page 2755, of the Public Records of Lee County, Florida, the Declaration of Covenants, Conditions and Restrictions for Flexible Use Ownership (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declarant has reserved the right in Article VII B. of said Declaration at any time until December 31, 1991, to amend the Declaration in such manner as the Declarant may determine to be necessary in its sole discretion without the consent of the Owners, the Association, the owner and holder of any lien encumbering a Unit Week subject to the Declaration or any other party; and

WHEREAS, the Declarant now wishes to amend Articles I, IV and VI of said Declaration to provide that an Owner may only reserve a period consisting of seven days, defined as a Unit Week, and to delete the ability of an Owner to reserve a Five Day Period and a Two Day Period.

NOW, THEREFORE, the Declarant, in consideration of the premises, does hereby amend the Declaration, in accordance with the authority reserved onto the Declarant in the Declaration, as follows:

This instrument prepared by:
Mark G. Langer, Esq.
Mark G. Langer, P.A.
6262 Sunset Drive, PH 1-A
South Miami, Florida 33143

OFF
REC 1921 PG 4738

1. Article I of the Declaration is amended to read
as follows:

ARTICLE I

DEFINITIONS

Association, means Hurricane House Condominium Association, Inc., a Florida non-profit corporation.

Condominium, means Hurricane House, a Condominium, as described in the Declaration of Condominium thereof.

Declarant, means Mariner Properties, Inc., a Florida corporation, its successors and assigns; if any such successor or assign acquires one or more Unit Weeks from the Declarant and is designated by Mariner Properties, Inc. as the Declarant by a duly recorded written instrument.

Declaration, means this Declaration of Covenants, Conditions and Restrictions for Flexible Use Ownership, as amended from time to time.

Declaration of Condominium means the Declaration of Condominium for the Condominium as recorded in Official Records Book 1889, at Page 2681, of the Public Records of Lee County, Florida, as amended.

Designated Unit, means the Unit assigned to an Owner pursuant to the provisions of Article IV.

Designated Unit Week, means that Unit Week assigned to an Owner pursuant to the provisions of Article IV.

Flexible Use Period, means the period of time beginning with the commencement of Unit Week Number 16 through and including the termination of Unit Week Number 51.

Owner, means (i) the grantee named in each initial deed of a Unit Week in a Unit conveyed by the Declarant, (ii) the successive Owners of each Unit Week in a Unit so conveyed by Declarant and (iii) Declarant with respect to any Unit Week in a Unit not so conveyed.

Property, means the Unit Weeks in the Units which are described in Exhibit "A" attached hereto and made a part hereof.

Rules and Regulations, means the Rules and Regulations adopted and promulgated from time to time by the Association relative to the possession, use and enjoyment of the Units during the Unit Weeks or portions thereof.

Unit, means any of the condominium units located in the Condominium which are described in Exhibit "A" attached hereto and made a part hereof.

Unit Week, means those periods of ownership in those Units in the Condominium which are described in Exhibit "A" attached hereto and made a part hereof and any other Unit Weeks in Units in the Condominium, which may be annexed hereto, pursuant to the provisions of Article V hereof. Unit Weeks are computed as follows:

Unit Week No. 1, is the seven (7) days commencing on the first Friday in each year. Unit Week No. 2, is the seven (7) days succeeding. Additional weeks up to and including Unit Week No. 51, are computed in a like manner. Unit Week No. 52, contains the seven (7) days succeeding the end of Unit No. 51, without regard to the month or year plus any excess days not otherwise assigned. Unit Weeks run from noon on the first Friday of the period to noon on the last Friday of the period.

OFF
REC 1921 PG 4739

2. Article IV of the Declaration is amended to read as follows:

ARTICLE IV

RESERVATION PROCEDURE

A. Each Owner, with respect to each Unit Week in a Unit owned, shall, not later than March 15th of each year, but not before February 15th for the succeeding year, unless otherwise provided in the Rules and Regulations, request from the Association, the reservation of a specific Unit Week. The Association, upon receipt of the reservation request, shall assign a Designated Unit Week in a Designated Unit, if the reservation request is available.

In the event a reservation request is not available, the Association shall so notify the Owner, and request from the Owner, additional reservation request(s) of specific Unit Weeks in the Flexible Use Period. Upon the confirmation of a reservation request, the Association shall designate a Unit for the Owner's use during the Designated Unit Week.

B. In the event the Association determines that the foregoing reservation system is unmanageable or is, for any reason, unfair to the Owners, the Association may, without the consent of the Owners, revise and/or supplement the reservation system from time to time by the adoption of Rules and Regulations which may contain one or more of the following features:

(1) A system which assures that each Owner will have an opportunity to make a reservation for the more popular holiday periods;

(2) A priority system for reservations which will give preference to those Owners who did not receive their desired reservation in the previous year.

(3) Different minimum and maximum time periods for requesting a reservation request.

(4) The collection of a service charge for the requesting and cancelling of a reservation.

(5) Such other conditions, restrictions, limitations and fees as the Association shall deem necessary under the circumstances to assure a manageable and fair system.

C. An Owner who does not make a timely reservation, pursuant to Paragraph A, of this Article IV, shall not be guaranteed the assignment by the Association of a Designated Unit Week in a Designated Unit. Such Owner may, however, make a reservation request for a Unit Week on a space available basis.

D. There shall be no accrual or carryover of unused time from one year to the next.

E. An Owner's failure to properly request a reservation or utilize a Designated Unit Week in a Designated Unit shall not relieve such Owner from the payment of all assessments and charges as provided for in the Declaration of Condominium and the Declaration.

OFF
REC 1921 PG 4740

3. Article VI of the Declaration is amended to read as follows:

ARTICLE VI

USE AND OCCUPANCY

A. An Owner shall occupy and use his Designated Unit as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees.

B. An Owner shall not permit or suffer anything to be done or kept in his Designated Unit which will increase the rate of insurance for the Condominium, or which will obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises, or otherwise, nor shall an Owner commit or permit any nuisance, immoral or illegal acts in or about the Condominium.

C. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed, on the interior or exterior walls, doors or windows of his Designated Unit.

D. In the event any Owner fails to vacate his Designated Unit at the expiration of his Designated Unit Week, or at such earlier time as may be fixed by the Rules and Regulations, he shall be deemed a "Holdover Owner." It shall be the responsibility of the Association to take such steps as may be necessary to remove such Holdover Owner from his Designated Unit, and to assist the Owner assigned any subsequent Unit Week who may be affected by the Holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association shall secure, at its expense, alternate accommodations for any Owner who may not occupy his Designated Unit due to the failure to vacate of any Holdover Owner. Such accommodations shall be as near in value to the Owner's own Designated Unit as possible. The Holdover Owner shall be responsible for the following "holdover charges": the cost of such alternate accommodations and any other costs incurred due to this failure to vacate. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the Holdover Owner.

The Association shall submit a bill to the Holdover Owner in accordance with this paragraph for the holdover charges which shall be due and payable within ten (10) days of the date of same.

Each day a Holdover Owner fails to vacate his Designated Unit at the expiration of his Designated Unit Week, or at such earlier time as may be fixed by the Rules and Regulations, shall be considered a separate violation of the Declaration for which the Association shall have the right to levy a fine of Fifty (\$50.00) Dollars pursuant to the procedure described in Article VIII, Section 7 of the By-Laws.

E. Each Owner agrees not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the exterior or interior of his Designated Unit, or of the furnishings, appliances, personal property, or decor thereof.

OFF
REC 1921 PG 11 1

