

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

INSTR 4537866 OR 4662 PG 31  
RECORDED 3/17/2011 8:50 AM PAGES 4  
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT  
COLLIER COUNTY FLORIDA  
REC \$35.50

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

The undersigned, being the President of The Charter Club of Marco Beach Condominium Association, Inc., hereinafter the Association, pursuant to the Declaration of Covenants, Conditions and Restrictions for Flexible Use Ownership, recorded at Official Records Book 1274, Pages 1928 through 1937, inclusive, as amended at Official Records Book 1274, Pages 1938 through 1941, inclusive, and Official Records Book 1635, Pages 0058 through 0060, inclusive, and Official Records Book 1639, Pages 1264 through 1266, inclusive, and Official Records Book 1639, Pages 1267 through 1269, inclusive, and Official Records Book 1897, Pages 2328 through 23330, inclusive, and Official Records Book 1969, Pages 1238 through 1240, inclusive, all of the Public Records of Collier County, Florida, hereinafter the "Flex Declaration", hereby amends and supplements said Flex Declaration to modify Article VIII of the Declaration of Covenants, Conditions and Restrictions for Flexible Use Ownership pertaining to termination of the condominium, and hereby certifies and acknowledges the following amendment to the Declaration of Covenants, Conditions and Restrictions for Flexible Use Ownership was duly adopted and approved at a meeting of The Charter Club of Marco Beach Condominium Association, Inc. held on May 21, 2008. Said Amendment to the Declaration is attached hereto as follows:

Attachment "1" – Amendment to Article VII – Amendment of Declaration

Attachment "2" - Amendment to Article VIII - Termination Date

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

Scott W. Slik  
Print Name: Scott W. Slik

Patricia J. McRee  
Print Name: PATRICIA J. McRee

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

ATTEST:

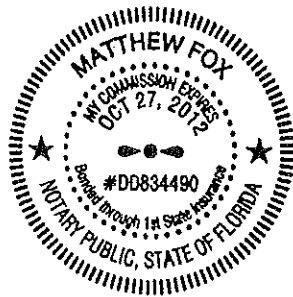
Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12 day of NOVEMBER, 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: MATTHEW FOX  
My Commission Number: DD834490

My Commission expires: 10/27/12



ATTACHMENT "1"

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

AMENDMENT OF DECLARATION

Existing Text

(Paragraphs B and C of Article VII, are not amended by this change.)

Article VII, Paragraph A – AMENDMENT

Revised Text

A. This Declaration may be amended by the affirmative vote of the Owners owning not less than fifty-one (51%) percent of the Unit Weeks in Units subject to this Declaration. For the purposes of determining whether or not the requisite number of votes had been obtained, only those votes cast by voting members, as defined in the Declaration of Condominium, shall be valid. An amendment adopted in this fashion shall be evidenced by a certificate of the Association which shall include the recording data identifying this Declaration and shall be executed in the form for the execution of a deed.

A. This Declaration may be amended by the affirmative vote of the Owners owning not less than thirty-four percent (34%) of the Unit Owners voting. ~~fifty-one (51%) percent of the Unit Weeks in Units subject to this Declaration.~~ For the purposes of determining whether or not the requisite number of votes had been obtained, only those votes cast by voting members, as defined in the Declaration of Condominium, shall be valid. An amendment adopted in this fashion shall be evidenced by a certificate of the Association which shall include the recording data identifying this Declaration and shall be executed in the form for the execution of a deed.

ATTACHMENT "2"

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

TERMINATION DATE

EXISTING TEXT

ARTICLE VIII - TERMINATION DATE

This Declaration shall remain in effect until January 2, 2021 and thereafter shall remain in effect for successive periods of ten (10) years unless prior to expiration of the original period or any extension period an amendment hereto is recorded terminating this Declaration upon the expiration of said period.

REVISED TEXT

ARTICLE VIII - TERMINATION DATE

~~This Declaration shall remain in effect until January 2, 2021 and thereafter shall remain in effect for successive periods of ten (10) years unless prior to expiration of the original period or any extension period an amendment hereto is recorded terminating this Declaration upon the expiration of said period. 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 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 Flexible Use Interval Ownership and Unit Owners of Unit Weeks committed to Interval 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, the Purchasers of Units committed 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 Flexible Use Interval Ownership and Unit Owners of Unit Weeks committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Flexible Use Interval Ownership and to Interval Ownership. A quorum at such meeting shall be twenty-five percent of the total outstanding votes of all Owners of Unit Weeks in Units committed to Flexible Use Interval Ownership and Owners of Unit Weeks committed to Interval Ownership. 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 Flexible Use Interval Ownership and Unit Owners of Unit Weeks committed to Interval Ownership 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 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 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.