



This instrument prepared by:
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Wotitzky, Wotitzky, Ross & McKinley, P.A.
1107 West Marlon Avenue, Unit 111
Punta Gorda, FL 33950

Certificate of Amendment to Declaration of Condominium of Englewood Beach & Yacht Club, a Condominium

THIS CERTIFICATE is made to reflect and document an amendment to the Declaration of Condominium of ENGLEWOOD BEACH & YACHT CLUB, A CONDOMINIUM. The Declaration of Condominium and other condominium documents of ENGLEWOOD BEACH & YACHT CLUB, a CONDOMINIUM, have been recorded in the Public Records of Charlotte County, Florida, as follows:

| | <u>Instrument and Date Recorded</u> | <u>O.R. Book/Page(s)</u> |
|----|---|--------------------------|
| a. | Declaration of Condominium April 22, 1982 | 696 / 1012 - 1076 |
| b. | First Amendment to Declaration November 22, 1983 | 751 / 1124 - 1125 |
| c. | Second Amendment to Declaration April 4, 1985 | 811 / 1157 - 1166 |

The undersigned officers of Englewood Beach & Yacht Club Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. Article XIX of the Declaration of Condominium of Englewood Beach & Yacht Club, a Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and made a part hereof entitled "Schedule of Amendments to Declaration of Condominium". The Amendment to the Declaration was approved and adopted by the affirmative vote of not less than 51% of the entire membership of the Association at a duly called and noticed meeting of the Members of Englewood Beach & Yacht Club Association, Inc. that was held on May 15, 2018.

IN WITNESS HEREOF, the undersigned have hereunto set their hands and the seal of the corporation, and certify the truth and accuracy of the foregoing Certificate, this 15th day of May, 2018.

Signed, Sealed and Delivered in the Presence of:

ENGLEWOOD BEACH & YACHT CLUB ASSOCIATION, INC.

[Signature]

First Witness

Edward L. Wotitzky

Printed Name of First Witness

[Signature]

Second Witness

Sanku E. Webb, III

Printed Name of Second Witness

By: [Signature]

William Ryan, President

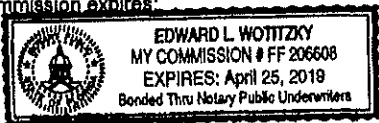
Attest: [Signature]
Denise Lanes, its Director

(Affix Seal)

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 15th day of May, 2018, by William Ryan and DENISE LANES, as President and Director, respectively, of ENGLEWOOD BEACH & YACHT CLUB ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. They are personally known to me or produced W/R as identification and did take an oath and depose and said the facts and matters set forth in the foregoing Certificate are true and correct.

My commission expires:



[Signature]
Notary Public

Printed Name of Notary

Commission or Serial Number

**Schedule of Amendments to
Declaration of Condominium
of
Englewood Beach & Yacht Club, a Condominium**

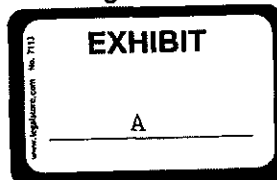
Article XIXB of the Declaration of Condominium of Englewood Beach & Yacht Club, a Condominium, as recorded in O.R. Book 696, Pages 1012, et. seq., as amended, of the Public Records of Charlotte County, Florida, shall be amended as follows: (words deleted are lined through with hyphens, and new words are underlined).

XIX
TERMINATION

A. Except as otherwise provided in subsection B of this Article, if seventy-five (75%) percent of all owners of unit weeks and holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property or if "major damage" occurs as defined in the insurance clauses hereunder, the condominium shall be deemed terminated and the property shall thereafter be owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements upon termination of the condominium.

B. ~~It is understood that in the year 2022, the purchasers of units committed to interval ownership shall become tenants in common. The Board of Directors of the Association shall, no less than thirty (30) days nor more than sixty (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. 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. At 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 shall, no less than thirty (30) days, nor more than sixty (60) days prior to the actual expiration of said ten year period, call a meeting of all owners of unit weeks. A quorum at such meeting shall be a majority of the total outstanding votes of all owners of unit weeks. The owners may then vote to continue the intervals for an additional ten year period. This process shall be repeated as the end of each successive ten 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 file suit in a court of competent jurisdiction in Charlotte County, Florida, or partition of the units.~~

~~In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Unit, and as between Owners to use and enjoy the Common Elements of the Condominium, and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize other so to do, together with the non-exclusive right in common with all other Owners, but only~~



~~when acting through the Association), to maintain and repair the Units during the maintenance weeks. No Owners shall occupy his Unit, or exercise any other rights of Ownership in respect to his Unit other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such week or during any maintenance week except when acting through the Association. Each Owner shall keep his Unit and all furnishings in good condition and repair during his Unit weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable check-out and other procedures as may from time to time be contained in rules promulgated by the Association.~~

~~No owner or other person or entity acquiring any right, title or interest in a unit shall seek or obtain through any legal procedures, judicial partition of the unit or sale of the unit in lieu of partition at any date prior to the expiration of each successive ten-year period voted by a majority of owners. If, however, any unit weeks shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the unit weeks in lieu of partition as between such co-tenants or joint tenants.~~

B. The timeshare plan and interval ownership of units may be terminated at any time upon the approval of fifty-one percent (51%) of the total voting interests of the Association at a duly called meeting of the membership at which a quorum is present. In the event the timeshare plan and interval ownership of units is terminated, the Condominium will also be terminated.