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This instrument prepared by:  
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1107 West Marion Avenue, Unit 111  
Punta Gorda, FL 33950

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK: 4336 PAGE 1635 PAGE: 1 OF 5  
INSTR # 2628958 Doc Type: GND  
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## Certificate of Amendment to Declaration of Condominium of Sea Oats Beach Club Condominium Association, Inc.

THIS CERTIFICATE is made to reflect and document an amendment to the Declaration of Condominium of SEA OATS BEACH CLUB CONDOMINIUM, A CONDOMINIUM. The Declaration of Condominium and other condominium documents of SEA OATS BEACH CLUB CONDOMINIUM, 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 February 24, 1982	691 / 452 - 523
b. First Amendment to Declaration January 29, 1985	803 / 1881 - 1895
c. Certificate of Amendment to By-Laws April 29, 1988	972 / 1049 and 1050
d. Certificate of Amendment to Declaration December 2, 1988	1009 / 1213 and 1214

The undersigned officers of Sea Oats Beach Club Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. Article XIX of the Declaration of Condominium of Sea Oats Beach 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 Sea Oats Beach Club Condominium Association, Inc. that was held on May 16, 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 6<sup>th</sup> day of ~~May~~ <sup>July</sup>, 2018.

Signed, Sealed and Delivered in the Presence of:

**SEA OATS BEACH CLUB CONDOMINIUM ASSOCIATION, INC.**

Donna J. Belcher  
First Witness

By: Richard R. Howett  
Richard R. Howett, President

Donna J. Belcher  
Printed Name of First Witness

Janson Heup  
Second Witness

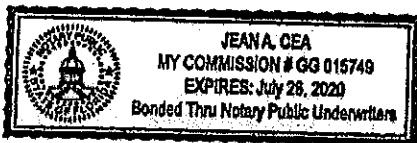
Jansen Hays  
Printed Name of Second Witness

State of Florida  
County of Charlotte

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of ~~May~~ <sup>July</sup>, 2018, by Richard R. Howett as President, of SEA OATS BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. He is personally known to me or produced a drivers license 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:

Jean A. Cea  
Notary Public  
Jean A. Cea  
Printed Name of Notary  
\_\_\_\_\_  
Commission or Serial Number



[SIGNATURES ON FOLLOWING PAGE]

Signed, Sealed and Delivered in the Presence of:

Tamsen Hays  
First Witness

Tamsen Hays  
Printed Name of First Witness

Deborah DeHays  
Second Witness

Deborah DeHays  
Printed Name of Second Witness

Attest: M. A. Pershing  
Michael A. Pershing, Secretary

State of Florida  
County of Charlotte

The foregoing instrument was acknowledged before me this 25 day of May, 2018, by Michael A. Pershing, as Secretary of SEA OATS BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. He is personally known to me or produced FL DL 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:

Lisa J. Henning  
Notary Public

Printed Name of Notary

Commission or Serial Number



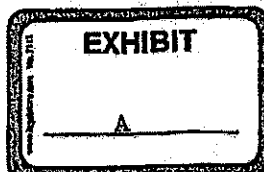
**Schedule of Amendments to  
Declaration of Condominium  
of  
Sea Oats Beach Club, a Condominium**

Article XIX of the Declaration of Condominium of Sea Oats Beach Club, a Condominium, as recorded in O.R. Book 691, Pages 452, 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 fifty-one (51%) percent of the Unit Owners 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 there exists a prohibition on the reconstruction or repair of a damaged improvement containing Condominium Units which are not tenantable, as required by Article XV, said Property shall be deemed to be subject to termination and thereafter 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 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. 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 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 ten (10) Year Period. This process shall be repeated as the end of each successive ten (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 laws of the State of Florida. This shall include, but not be limited to, filing suit in a court of~~



competent jurisdiction in Charlotte County, Florida for partition of the Units, if permitted by applicable law.

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 persons 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 Owner shall occupy his Unit, or exercise any other rights of Ownership with 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 Unit Weeks 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.

Subject to the laws of the State of Florida, 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 (10) year period voted by a majority of the 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 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.