

FILE 85-698458

BARBARA T. SCOTT  
CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY, FLA.

85 JUN 29 12:18

RECORDED IN  
OFFICIAL RECORDS

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

SEA OATS BEACH CLUB, A CONDOMINIUM

OR 803 PG 1881

THIS FIRST AMENDMENT to the Declaration of Condominium of Sea Oats Beach Club, a Condominium, is made by HUNTCO OF MARCO, INC., a Florida corporation, being the owner of fee simple title to certain portions of the real property previously described in and submitted to condominium ownership by such Declaration pursuant to Chapter 718, Florida Statutes, and situated in Charlotte County, Florida.

WITNESSETH:


WHEREAS, the original "Declaration of Condominium of Sea Oats Beach Club, a Condominium," was duly recorded on February 24, 1982 in Official Records Book 691 at Page 452 of the Public Records of Charlotte County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, HUNTCO OF MARCO, INC. (hereinafter referred to as the "Developer"), is authorized by Article XI of the Declaration to amend such instrument "... in such manner as the Developer may determine to be necessary in its sole discretion..." without the consent of the Owners, of the Sea Oats Beach Club Condominium Association, Inc., or of any lien holders, provided that certain enumerated rights are not thereby amended; and

WHEREAS, The Developer has determined that the following amendment provisions are necessary and desirable to enhance the Condominium facilities and the Owners' benefit therefrom and use thereof in a manner consistent with the expectations of the Owners, and that such amendment provisions do not exceed the authorization provided by Article XI of the Declaration.

NOW THEREFORE, in consideration of these premises and in accordance with the described authority, the Developer does hereby amend the Declaration as follows:

- 1. The "Definitions" portion of Article I is hereby amended to read as follows in its entirety:

RECORD VERIFIED - Barbara T. Scott, Clerk  
PAT ST. OAT  
By: 

This Instrument was prepared by:

INGERSOLL AND BLOCH, CHARTERED  
1515 Ringling Boulevard  
Suite 860  
Northern Trust Plaza  
Sarasota, Florida 33577

**Definitions:** As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

A. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Condominium Association as they exist from time to time.

B. "Assessment" means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the Unit Owners by the Association.

C. "Board" means the Board of Directors or other representative body responsible for the administration of the Association.

D. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements, and the tangible personal property which is owned by the Condominium Association, and the Limited Common Elements, whether or not owned by the Association.

E. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association, this Declaration and the By-Laws to be Common Expenses, and any other valid expenses or debts of the Condominium as a whole or of the Association which are assessed against the Owners.

F. "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits, and revenues on account of the Common Elements, over the amount of the Common Expenses.

G. "Condominium" or "the Condominium" is that form of ownership of the Condominium Property under which Units are subject to private ownership and there is appurtenant to each Unit and Unit Week as part thereof an undivided share in the Common Elements, and refers to Sea Oats Beach Club, a Condominium.

H. "Condominium Act" means and refers to the Condominium Act of the State of Florida (F.S. 718 et seq.).

I. "Condominium Association" or "Association" means SEA OATS BEACH CLUB CONDOMINIUM ASSOCIATION, INC., the non-profit Florida corporation responsible for the operation of the Condominium.

J. "Condominium Documents" means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

K. "Condominium Parcel" or "Parcel" means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

L. "Condominium Property" means and includes all lands that are hereby subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended

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for use in connection with the Condominium.

M. "Declaration" or "Declaration of Condominium" means this instrument by which the Condominium Property is submitted to condominium ownership pursuant to the provisions of the Florida Condominium Act, as this instrument may be lawfully amended from time to time.

N. "Developer" means Huntco of Marco, Inc., a Florida Corporation, and its successors and assigns.

O. "Institutional First Mortgage" means any first mortgage held by an Institutional mortgagee.

P. "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or mortgage investment trust, the Developer or any assignee of a mortgage held by the Developer, or a lender generally recognized in the community as an institutional type lender.

Q. "Interval Ownership" is a form of ownership of real property consisting of the conveyance of Units and the share of Common Elements assigned to each Unit for a recurring period of time, the purchasers receiving a stated "Unit Week" time period for a period of years together with a remainder over in fee simple as tenant in common with all of the other purchasers of "Unit Weeks" in each such Condominium Unit in that percentage interest determined and established by Exhibit No. 6 in this Declaration of Condominium as of 12 Noon on the first Saturday in the year 2022. No Owner of a Unit Week shall have the right to separate the estate for years from the remainder interests.

R. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of other Units.

S. "Maintenance Fee" means a share of the funds required for the payment of those expenses associated with a Unit committed to Interval Ownership, which, from time to time, are assessed against the Owners of Unit Weeks within such Unit by the Association.

T. "Maintenance Week" means that Unit Week in each Unit which is committed to Interval Ownership that is conveyed to the Association for the purposes of entering the premises and maintaining the Unit.

U. "Management Agreement" means and refers to that certain Agreement attached to this Declaration as Exhibit 4 and made a part hereof, which provides for the management of the Condominium Property, and any succeeding management agreement duly entered into by the Association, whether or not such succeeding agreement is recorded as an exhibit to this Declaration.

V. "Management Fee" means a share of the funds required for the payment of those expenses associated with a Unit committed to Interval Ownership, which, from time to time, are assessed against the Owners of Unit Weeks within such Unit by the Association.

W. "Management Firm" means and refers to the

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managing entity identified in the then-current Management Agreement, its successor and assigns. The Management Firm shall be responsible for the management of the Condominium Property as provided in the Management Agreement.

X. "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.

Y. "Owner" or "Unit Owner" means the Owner of a Condominium parcel, including any person, firm, corporation, partnership, association, trust, or other legal entity in whose name the record title to a Unit appears in the Public Records of Charlotte County, Florida, and, unless otherwise specifically provided herein, shall not include the trustee or beneficiary of any deed of trust or mortgage given by an Owner for the purpose of securing the performance of an obligation. Unless the context requires otherwise, a reference to "Unit Owners" shall be deemed to include a reference to all Owners of Unit Weeks in a Unit which is committed to Interval Ownership.

Z. "Season" means the respective group of Unit Weeks within which the Owner of a Floating Unit Week in such Season is entitled to reserve a Unit Week for his use and occupancy according to the following schedule:

- |                |   |   |
|----------------|---|---|
| "Red Season"   | - | Unit Week Nos. 1 - 17,<br>24 - 35, and 50 - 53. |
| "White Season" | - | Unit Week Nos. 18 -<br>23 and 40 - 49.          |
| "Blue Season"  | - | Unit Week Nos. 36 -<br>39.                      |

AA. "Unit" or "Condominium Unit" is a Unit as defined in the Condominium Act, referring therein to each of the separate and identified Units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium Parcel includes such Unit, including its share of the Common Elements appurtenant thereto.

BB. "Unit Week" means a period of ownership in a Unit committed to Interval Ownership which shall consist of not less than seven (7) days.

(1) "Unit Weeks" are determined as follows: Unit Week Number One (1) consists of the seven (7) days commencing on the first Saturday in each calendar year. Unit Week Number Two (2) is the seven (7) days succeeding Unit Week Number 1. Additional weeks up to and including Unit Week Number Fifty-One (51) are determined in a like manner. Unit Week Number Fifty-Two (52) contains the seven (7) days succeeding the end of Unit Week Number Fifty-One (51) without regard of the month or year. Unit Week No. 53 contains any excess days not otherwise assigned. Unit Weeks begin at Noon on the first Saturday of the period, and end at Noon on the last Saturday of the period, although Owners of Unit Weeks shall not remain on the premises later than ten o'clock on the day they are to depart, nor shall Owners of succeeding Unit Weeks arrive on the premises earlier than three o'clock on the day such Unit Week occupancy may begin, or such other

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times as may be established in the Rules and Regulations of the Association.

(2) "Floating Unit Week" means any and each of the Unit Weeks listed in Exhibit 7 to this Declaration, the ownership of which entitles the Owner to duly reserve any other such Floating Unit Week within the Owner's respective Season, for use and occupancy according to the provisions of this Declaration and the then-current Rules and Regulations of the Association. Unit Week No. 53 will only be available for use during those certain years where there exists those excess days which comprise that week. To the extent and for the period during which any Unit Week not listed in Exhibit 7 to this Declaration is duly submitted to the Association by the Owner thereof pursuant to the provisions of Article XVI herein for use as a Floating Unit Week, such Unit Week shall be deemed to be a Floating Unit Week for all purposes herein.

(3) "Reserved Unit Week" means and refers to that Unit Week which the Owner of a Floating Unit Week duly reserves and is entitled to use and occupy, to the exclusion of the actual Owner of such Reserved Unit Week.

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2. Attached hereto and made a part hereof by reference thereto, and by this reference thereto made a part of the Declaration, is a replacement "Exhibit C", which consists of replacement By-Laws for the Sea Oats Beach Club Condominium Association, Inc., and which wholly supersedes and replaces the previously recorded Exhibit C, and which attached replacement "Exhibit C" shall be deemed to be attached to and made a part of the Declaration just as fully as if incorporated in and filed of record with the Declaration in the first instance.

3. Attached hereto and made a part hereof by reference thereto, and by this reference thereto made a part of the Declaration, is an "Exhibit 7", which consists of a Schedule of Floating Unit Weeks, and "Exhibit 7" shall be deemed to be attached to and made part of the Declaration just as fully as if incorporated in and filed of record with the Declaration in the first instance.

4. Article III is hereby amended to read as follows in its entirety:

ARTICLE III

COMMITTING A UNIT TO INTERVAL OWNERSHIP

TIME SHARE ESTATES AS DEFINED IN SECTION 721.05(24), FLORIDA STATUTES, WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

A Unit shall become a Unit committed to Interval Ownership upon the recording of the first deed in said Unit, conveying Unit Weeks by the Developer. No Unit may be committed to Interval Ownership by any person, or other entity other than the Developer. A Unit will no longer be committed to Interval Ownership any time all Unit Weeks are owned by the same legal entity, and said person or legal entity records an affidavit to that effect in the Public Records of Charlotte County, Florida. Upon receipt of a written request from the Owner of all Unit Weeks except the maintenance Unit Week in a Condominium Unit, the Association shall promptly convey to such Owner the maintenance Unit Week owned by the Association. The requesting Owner shall bear the cost of the preparation and recordation of all documents necessary

standing the above, the Developer may assign its right to commit Units to Interval Ownership to any other entity to which it conveys substantially all Units which it owns in the Condominium Property. Notwithstanding such removal of a Unit from Interval Ownership, said Unit shall remain subject to this Declaration and the By-Laws and the Rules and Regulations of the Association.

There are twenty-five (25) Units in this Condominium, each of which may contain fifty-three (53) Unit Weeks resulting in a maximum of one thousand three hundred twenty-five (1,325) Unit Weeks in the Condominium. One (1) of the fifty-three (53) Unit Weeks in each Unit which is committed to Interval Ownership shall be conveyed to the Association, the actual Unit Week being determined by the Developer. The Association shall own this Unit Week for the purpose of entering the unit and ascertaining items needing to be replaced, repaired, or removed in order to maintain the Unit.

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Each Owner of a Condominium Unit which has been removed from the commitment to Interval Ownership pursuant to the above shall have a one twenty-fifth (1/25th) undivided interest in and to the Common Elements and Common Property of the Condominium, exclusive of any common furnishings located within Units which are committed to Interval Ownership. Such Owner shall be the Owner of all common furnishings which are located within his Unit as such time as the Unit is removed from the commitment to Interval Ownership.

5. Article X is hereby amended to read as follows in its entirety:

X MAINTENANCE WEEKS IN UNITS COMMITTED TO INTERVAL OWNERSHIP:

Upon conveying forty (40) Unit Weeks in any Unit, or on or before December 31, 1985, whichever comes first, the Developer agrees to convey and the Association agrees to accept one Unit Week in such Unit to be used for maintenance purposes. The Developer shall have the right to choose the Unit Week to be so conveyed.

The maintenance of the respective Unit by the Association or its designee may be effected during an alternate Unit Week other than the maintenance Unit Week which is conveyed to the Association, provided the Association has not previously confirmed a reservation for the use of the alternate Unit Week by another Owner if the alternate Unit Week is a Floating Unit Week, or provided the Association obtains the written permission of the Owner of the alternate Unit Week if such Unit Week is not a Floating Unit Week. Unit Weeks thus conveyed to the Association for maintenance purposes for respective Units need not occur at the same time for all Units.

In the event any one person, or other legal entity, becomes holder of record title to all Unit Weeks in any one Unit other than the maintenance Unit Week, that person, or other legal entity, may cause the Association to convey said Unit Weeks conveyed to the Association to it by notifying the Association, in writing, of its desire that said Unit cease being a Unit committed to Interval Ownership. The Association shall execute the necessary instruments to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

6. Article XVI is hereby amended to read as follows in its entirety:

USE AND OCCUPANCY

**A. Use Restriction:** The Owner of a Unit or Unit Week shall occupy and use a Unit as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees, provided that the Developer or the Association may make any lawful use of any Unit or Unit Week owned by it. No person shall use the Common Elements and Limited Common Elements or any part thereof, or a Condominium Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with this Declaration, as may be amended from time to time, and such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

**B. Prohibited Acts:** The Owner shall not permit or suffer anything to be done or kept in any Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium Property. No pets shall be permitted in the Condominium Units or anywhere on the Condominium Property.

**C. Restrictions on Alterations:** The Owner of a Unit or Unit Week shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Units nor the Limited Common Elements or the Common Elements, nor shall he cause any type of ground coverage to be installed nor shall he cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any such Units, Limited Common Elements or Common Elements; nor shall he place any furniture or equipment outside the Unit except with the prior written consent of the Management Firm so long as a Management Agreement is in effect and thereafter, by the Board of Directors. No clothesline or similar device shall be allowed on any portion of the Condominium Property; nor shall clothes be hung anywhere except where designated by the Management Firm so long as the Management Agreement is in effect and thereafter, by the Board of Directors. Each Owner shall exercise reasonable care in the use of the Unit, the Common Elements, and any property of the Association. No Owner shall grow any type of plant, shrubbery, flower, vine, or grass outside any Unit without the prior written consent of the Management Firm so long as the Management Agreement is in effect and thereafter, by the Board of Directors.

**D. Hazards to Health and Safety:** Any violation which is deemed by the Board of Directors or the Management Firm to constitute a hazard to health or safety shall be corrected immediately. The responsible person shall be liable for any uninsured expense of correcting such violation.

**E. Maximum Occupancy Restriction:** No Unit occupant shall cause or permit the Unit to be occupied overnight by a number of persons in excess of such occupancy limits which are imposed by law and/or set forth in the Rules and Regulations of the Association.

**F. Occupancy of Interval Ownership Floating Unit Weeks:** Notwithstanding the fact that the Owner's Deed conveys fee simple title to one or more specific

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Floating Unit Weeks in a specific Unit, as designated in Exhibit 7 hereto, the Unit Week Owner's right to occupy such Unit during such Unit Week(s) is subject to the availability of the Unit and compliance with all applicable reservation procedures contained in the then-current Rules and Regulations of the Association. Pursuant to the By-Laws of the Association and the Rules and Regulations, the Management Firm (or the Association during any period of time in which the Association is without a Management Firm) has the right to designate for his use a Floating Unit Week in any Unit, as such terms are defined in this Declaration, to be occupied by the Unit Week Owner, subject to availability. Further, the Unit Week Owner shall have the right to reserve and occupy a Unit at any time during the Season which is appurtenant to the Owner's Unit Week, for an identical period of time, subject to availability. (For example: The Owner of the first two Floating Unit Weeks in February shall have the right to reserve any two Floating Unit Weeks in the Red Season in any available Unit). Each Owner of a Floating Unit Week may only use or occupy a Unit during the Season which is appurtenant to the Owner's Unit Week, and then only upon complying with the advance reservation procedures established by the Association in its By-Laws and then-current Rules and Regulations, subject to availability. The above provisions notwithstanding, the Owner of a Floating Unit Week in a Unit shall be entitled to use and occupy said Unit during his Unit Week(s) during a calendar year even if he does not comply with the reservation procedures included in the then-current Rules and Regulations, provided that such Owner notifies the Management Firm (or Association during any period of time in which the Association is without a Management Firm) in writing of such intended use of the Unit Week, and provided such written notice is executed by all record Owners of the Unit Week and is received prior to the granting of a reservation to any other Owner for such Unit Week and Unit and at least ninety (90) days but no more than one (1) year prior to the commencement of the calendar year involved, or during such period as may be determined by the Association and noticed to all members from time to time. This notification procedure must be repeated in advance of each calendar year in which the exclusive use of the specific Floating Unit Week is desired by the Owner. Failure of an Owner to implement this notification procedure in any given calendar year shall not operate to preclude that Owner from implementing the procedure in subsequent years.

**G. Designation of Additional Floating Unit Weeks:** The Developer reserves the right to add Unit Weeks to Exhibit 7, the Floating Unit Week List, so long as he has at least one (1) Unit Week held in inventory for sale in the ordinary course of business. At such time as the Developer no longer has the right to add additional floating Unit Weeks, any Unit Week which is not designated in Exhibit 7 hereto as a Floating Unit Week shall nevertheless be deemed to be so designated upon the Association's receipt and execution of a written agreement with the Owner of the subject Unit Week in a form acceptable to the Association and to the effect that the Owner relinquishes his exclusive right to use and occupy his Unit Week in exchange for obtaining the right to reserve and occupy his and other Floating Unit Weeks on a comparable basis with Owners of Floating Unit Weeks. Upon the expiration of such designation agreement, the designation of such Unit Week as a Floating Unit Week shall also

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expire, and the use of the Unit week shall thereafter be governed by the applicable provisions of this Declaration, the By-Laws, and the Rules and Regulations.

**H. Responsibility of Owners:**

(1) Each Owner and each user of a Unit or Unit Week shall be liable for the uninsured cost and expense of any maintenance, repair, or replacement of the Units, Common Elements, Limited Common Elements, common furnishings in the Units, or property of the Association, necessitated by his negligent or intentional act or omission. The negligent or intentional act or omission of an Owner's family members, guests, licensees, or invitees (excluding exchange users) shall be deemed to be the act of the Owner, and such persons shall be held jointly and severally liable with such Owner. In the event such act or omission renders one or more Units uninhabitable, the Management Firm (or Association during any period of time in which the Association is without a Management Firm) may, at its own discretion, treat the person responsible for such damage as a Holdover Owner, and may invoke the comparable remedies provided for in Article XVI of this Declaration.

(2) The Management Firm shall submit a bill to the responsible Owner or exchange user of a Unit Week for all amounts payable to the Association under this Paragraph H, which amounts shall be enforceable by imposition of a lien on the Owner's Unit Week or otherwise as a claim for money damages against such Owner or exchange user and shall constitute a personal charge to such Owner.

(3) Any loss, damage, or destruction caused by an exchange user to the Condominium or any property of the Association, or any violation of this Declaration or of the Rules and Regulations by the exchange user, shall be remedied by the Management Firm (or the Association during any period of time in which the Association is without a Management Firm), and the cost thereof, to the extent not covered by insurance or recovered from the exchange user, shall be shared by all Unit Week Owners as a portion of the maintenance fee. If an exchange user is also an Owner, such costs shall constitute a personal charge assessed upon such Owner.

**I. Check-In:** Unless otherwise directed by the Board of Directors, upon arrival at the Condominium, all intended occupants of a Unit committed to Interval Ownership shall check-in at the reception desk provided for such purpose. No person shall be admitted into such a Unit until the check-in process has been completed. Furthermore, proper identification, and in the case of persons other than the Owner of a Unit or Unit Week, written authorization to enter and use such Unit, in a form acceptable to the Management Firm (or Association during any period of time in which the Association is without a Management Firm), shall be required.

**J. Vacating Interval Ownership Units:** Each Unit Week Owner or occupant of a Unit which is committed to Interval Ownership shall be required to vacate the Unit at the termination of his authorized period of occupancy, as shall be determined from time to time by the Board of Directors in the then-current Rules and Regulations, to enable the Management Firm (or Association during any period of time in which the Association is without a Management Firm) to perform

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routine cleaning and maintenance, pursuant to the provisions hereof, provided, however, that an Owner who either owns or has duly reserved consecutive Unit Weeks shall not be required to vacate the Unit until the conclusion of such consecutive Unit Weeks.

**K. No Accrual of Unit Weeks:** If a Unit Week Owner, the members of his family, his guests, licensees, or invitees do not use such Owner's entire Unit Week(s) in a particular calendar year, the unused time cannot be accumulated or otherwise carried forward for future use at the Condominium, except as provided herein or in the then-current Rules and Regulations, and the Owner shall remain responsible for complying with all of the provisions of the Declaration, including but not limited to the payment of all Assessments.

**L. Rentals by the Developer:** Notwithstanding any provision of this Declaration to the contrary, the Developer, its successors and assigns, shall have the right to rent any Unit during the period of any unreserved Floating Unit Week(s) on a transient basis to members of the general public or to make any other use thereof which is permitted by law. Any monies received by the Developer from any such rentals or other uses shall inure solely to the benefit of the Developer.

**M. Allocation of Use Rights:** Any person who is the Owner of a Condominium Unit or Unit Week, together with members of his family, social guests, lessees, invitees and licensees, may use the Common Elements described in this Declaration. Where a Corporation is the Owner, the use of said facilities shall be limited at any one time to such Officer, Director or employee of said Corporation who is in actual residence and such individual shall be deemed to be the Owner for the purposes of this paragraph. Where a party owns one Unit and leases same, the lessee shall be entitled to the use of the facilities and said lessee's rights thereto shall be the same as though said lessee were the Owner and during the term of said lease, the Owner and his family shall not be entitled to the use of the facilities. Except as otherwise provided by the Board of Directors, the use of the Common Elements by an Owner of one or more Unit Weeks or by any other person through said Owner, shall be limited each calendar year to the use and occupancy rights appurtenant to such Unit Week(s).

**N. Unavailability of Interval Ownership Units:** In the event one or more Units become uninhabitable or otherwise unavailable for use by Unit Week Owners for any reason, including but not limited to physical damage or destruction, Acts of God, civil disturbance, governmentally declared state of emergency, or natural disaster, the Management Firm (or Association during such period of time in which the Association is without a Management Firm) shall use its best efforts to secure, at the expense of the Association, alternate accommodations for any Owner or other authorized person who is displaced from or may not occupy such Unit during his Unit Week or his duly reserved period of use and occupancy. The obligations of the Management Firm or Association to obtain alternate accommodations hereunder shall be limited to such authorized users who, due to conditions or circumstances not within the control of the Management Firm or the Association, cannot be notified by telephone or in writing of the unavailability of the subject Unit at least seventy-two (72) hours prior to the

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commencement of such user's Unit Week or his duly reserved period of occupancy. Owners who are prevented from utilizing their Unit Week or their duly reserved period of occupancy as described in this paragraph may, in the sole discretion of the Board of Directors, be allowed to accrue such unused period of occupancy and carry it forward for use in the succeeding calendar year.

O. Holdover Unit Week Owners:

(1) In the event any Owner of a Unit Week or any other occupant fails to vacate a Unit at the expiration of his authorized period of occupancy or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, or otherwise uses or occupies a Unit during any period other than his authorized period of occupancy, or prevents another Owner or authorized occupant from using or occupying a Unit during such person's authorized period of occupancy, he shall be deemed a "Holdover Owner," and shall be subject to immediate removal, eviction, or ejection from the Unit wrongfully used or occupied and shall be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction, or ejection (to the extent such notice may be waived under Florida law). It shall be the responsibility of the Management Firm so long as the Management Agreement is in effect and thereafter, the responsibility of the Association, to take such steps as may be necessary to remove such Holdover Owner from the Unit, and to assist the Owner or other person entitled to occupy the Unit during the subsequent Unit Week(s), who may be affected by the Holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

(2) In addition to such other remedies as may be available to it, the Management Firm (or Association during such period of time in which the Association is without a Management Firm) shall use its best efforts to secure, at the expense of the Association, alternate accommodations for any Owner or other authorized person who may not occupy the Unit due to the Holdover Owner's failure to vacate the premises. Such accommodations shall be as near in value to the Owner's own Unit as possible. The Holdover Owner shall be charged for the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of \$200.00 per day or any part thereof, or such other amount as may be determined by the then-current Rules and Regulations of the Association, during his period of holding over. In the event it is necessary for the Management Firm or Association to contract for a period greater than the actual period of holding over, in order to secure alternative accommodations as set forth above, the cost of securing such alternative accommodations during the entire period shall be the responsibility of the Holdover Owner, although the \$200.00 per day administrative fee shall cease to accrue upon actual vacating by the Holdover Owner. The obligations of the Management Firm or Association to obtain alternate accommodations for subsequent authorized users of a Unit which is made unavailable by a Holdover Owner as described herein shall be limited to such authorized users who, due to conditions or circumstances not within the control of the Management Firm or Association, cannot be notified by telephone or in writing of the unavailability of such Unit at least seventy-two (72) hours

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prior to the commencement of such user's authorized period of occupancy. The actual expenses of effecting such notices to all affected subsequent authorized users shall constitute a Personal Charge of the Holdover Owner. The provisions of this Article shall not be interpreted to limit in any manner any legal recourse or remedy which such an affected subsequent authorized user may be able to assert against the Holdover Owner. Authorized users who are prevented by the wrongful actions of a Holdover Owner from utilizing the Unit or any alternative accommodations shall be credited with the accrual of their unused Unit Week(s) and permitted to carryover such Unit Week(s) into the succeeding calendar year.

(3) The Management Firm (or Association during any period of time in which the Association is without a Management Firm) shall submit a bill to the Holdover Owner in accordance with the above provisions. In the event the Holdover Owner fails to pay the charges so billed within ten (10) days of the date of such bill, a lien may be filed against any and all Unit Week(s) owned by said Holdover Owner or the Unit Week(s) of the Owner through whom the occupant was authorized to occupy the Unit in the event the occupant is not an Owner, in accordance with the provisions of Article hereof.

(4) The above provisions shall not abridge the right of the Management Firm (or Association during any period of time in which the Association is without a Management Firm) to take other action as is provided by law, including, but not limited to, eviction proceedings.

7. Article XXI is hereby amended to read as follows in its entirety:

ARTICLE XXI

Management Agreement

A. The Association has entered into a Management Agreement for the management, operation, and maintenance of the Condominium. Each Owner, his heirs, successors, and assigns shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Owners pursuant to the terms of this Declaration and the Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties and obligations to the Association.

B. Subsequent amendments to the Management Agreement,

as well as any subsequent Management Agreements duly entered into by the Association, may but need not be recorded as exhibits to this Declaration, and notwithstanding the failure to so record such Agreement, amendments or subsequent Agreements, all Owners and occupants of Units or Unit Weeks, and mortgagees or other parties having an interest in any Unit or the Common Elements or Limited Common Elements shall be subject to the terms of such amendment or agreement. Copies of the Management Agreement which is in effect at any given time, together with any amendments thereto, shall be available at the office of the Management Firm and at the office of the Association for inspection by all interested parties or their authorized representatives during reasonable hours.

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8. Article XXII is hereby amended to include the following replacement paragraphs:

G. Whenever notices are required to be sent hereunder, the same may be delivered to Unit and Unit Week Owners either personally or by prepaid bulk or first class mail, addressed to such Owners at their place of residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of any party or mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notice to the Developer shall be delivered by mail at:

Huntco of Marco, Inc.  
2 Marco Lake Drive  
Marco Island, Florida 33937

Notice to the Management Firm shall be delivered by mail at:

Timeshare Services of Marco, Inc.  
2 Marco Lake Drive  
Marco Island, Florida 33937

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the Estate of such deceased Owner is being administered.

THIS FIRST AMENDMENT to the Declaration, when filed of record in the Public Records of Charlotte County, Florida, shall be incorporated into and made a part of the Declaration with like effect and to the same extent as though the provisions set forth herein and set forth in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name and by its proper and duly authorized officers and its Corporate Seal affixed this 14 day of Dec, 1984.

Signed, sealed and delivered in the presence of:

HUNTCO OF MARCO, INC., a Florida corporation

Rebecca M. Frazier  
Linda M. Norman

By: [Signature] (SEAL)  
President

Attest: [Signature] (SEAL)  
Secretary

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(CORPORATE SEAL)

STATE OF FLORIDA )  
                          )    ss:  
COUNTY OF            )

BEFORE ME, the undersigned authority, personally appeared Donald D. Hunt, as President, and Russell D. Hunt, as Secretary of HUNTCO OF MARCO, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers, and they acknowledged the execution thereof to be their free act and deed as such officers and for the uses and purposes therein mentioned, and that they affix thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 14 day of December, 1984.

[Signature]  
Notary Public

(SEAL)

My commission expires:

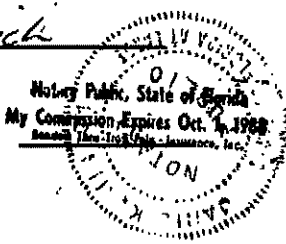


EXHIBIT 7

Sea Oats Beach Club, a Condominium

Floating Unit Weeks

The following Unit Weeks are hereby designated as "Floating Unit Weeks" pursuant to the provisions of the Declaration of Condominium to which this Exhibit is attached:

<u>Condominium Unit</u>	<u>Unit Weeks</u>
102	5-7, 9-12, 14, 15, 32, 37, 51-53;
103	1-3, 5-12, 14-16, 19, 20, 22, 37-53;
104	3, 5, 6, 11-16, 19, 26, 29, 31, 34-38, 41, 44, 51-53;
105	5-16, 20, 28, 29, 35, 37, 51-53;
107	1, 2, 5-16, 19-21, 37-46, 48, 51-53;
108	5, 7-16, 20, 21, 32, 33, 38, 49, 51-53;
109	1, 4-6, 8-12, 14-16, 19, 21, 30-32, 36-38, 40-46, 48-51, 53
110	6, 8-12, 15, 39, 51-53;
111	3, 5-16, 18-22, 37-46, 49, 51-53;
112	5-10, 12-15, 32, 33, 36, 39, 44, 49-53;
113	1-3, 5-16, 18-22, 30, 36-53;
201	1-7, 9-12, 15-26, 33, 35-53;
202	5-7, 9-12, 19, 37, 38, 51-53;
203	1, 2, 5, 6, 8-14, 17-21, 36-48, 50-53;
204	1, 5-17, 19, 28, 29, 34, 36-39, 41-44, 46, 48, 51-53;
205	5-12, 14-16, 30, 38, 44, 50-53;
206	5-13, 15, 36-38, 51-53;
207	1-22, 24, 34-39, 41-46, 48-53;
208	4-12, 15, 16, 37, 51-53;
209	1-16, 18-22, 28, 30, 34-39, 41-53;
210	5-12, 15, 39, 51-53;
211	1, 7, 11, 12, 14-17, 19-21, 26, 34, 37-39, 44-48, 51-53;
212	2, 6, 9, 11, 12, 14, 21, 37-39, 51-53;
213	1, 2, 10, 20-22, 36, 39, 40, 45-47, 50, 51, 53;

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