

Prepared by and return to:
Thomas G. Eckerty, Esquire
12734 Kenwood Lane, Suite 89
Fort Myers, Florida 33907

**AMENDMENT TO
DECLARATION OF CONDOMINIUM**

OF

KAHLUA BEACH CLUB, a condominium

THIS AMENDMENT to the Declaration of Condominium for **KAHLUA BEACH CLUB, a condominium**, as recorded in O.R. Book 1270, Page 330 et seq. as amended and restated, in the Public Records of Lee County, Florida, is hereby made by a majority of the total votes of the owners at a meeting at which a quorum was present, adopted the following amendment, pursuant to Article 21 of said Declaration. The amendments to said Declaration are as follows:

First: Article 4, Definitions, is amended by modifying Subparagraph 13 thereof to read as follows:

"4.13 'Interval Ownership' means a concept whereby units and the share of the common elements assigned to the unit are conveyed for periods of time, ~~the unit week owner receiving a stated time period for a period of years, together with a remainder over in fee simple as tenant in common in with all other purchasers of 'Unit Weeks' in each such Condominium Unit in the year 2018 in perpetuity subject to the Condominium Documents. In the event of termination, the Unit Week Owner shall become the owner of his stated Unit Week, in fee simple, as tenants in common in the Unit with all other purchasers of 'Unit Weeks' in each such Unit.~~"

Second: Article 18, Termination, is amended as follows:

"18. 'Termination':

18.1 The Condominium may be terminated pursuant to Florida Statutes, as amended. ~~at any time by approval in writing of all record owners of apartments and all record owners of mortgages on apartments.~~ If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give 30 days notice of the meeting to consider the proposed termination. ~~Upon termination, the former unit owners shall become the owners as tenants in common, of all Condominium and Association property and the assets of the Association. The shares as tenants in common shall be the same as were their percentage share of the common elements. The mortgagee or lienor of a Unit Week Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The provisions of this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.~~

18.2 Certificate. Except as otherwise provided by Florida Statute, ~~the~~ termination of the Condominium in either of the foregoing, manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Lee County, Florida.

18.3 ~~In the Year 2018, it is understood that in the year 2018, the purchasers of units committed Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than (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. At such meeting, a vote shall be taken to decide the disposition of the units. A quorum at such meeting shall be thirty four percent (34%) of the total outstanding votes of all owners of unit weeks in units committed to interval ownership. At such meeting, the unit week owners, by a majority vote, may vote to continue their timeshare estates in which case the restrictive covenants set forth below shall 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 thirty (30) days, nor more~~

than sixty (60) days prior to the actual expiration of said ten (10) year period, call a meeting of all owners of unit weeks. A quorum at such meeting shall be thirty-four percent (34%) of the total outstanding votes of all owners of unit weeks. The unit week owners may then vote to continue the time share estates 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 time share estates at any such meetings, then the Board of Directors of the Association shall be obligated to regard the Condominium as terminated.

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 Unit Weeks and to maintain and repair the Units during maintenance weeks. No Owner 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 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 conditions and repair, and otherwise comply with such reasonable checkout 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 the Condominium. each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenant-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."

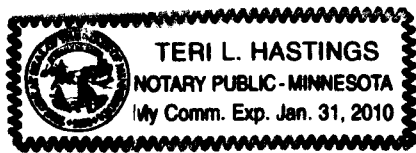
IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration, this 21st day of August, 2008.

KAHLUA OWNERS' ASSOCIATION, INC., a Florida Not-For-Profit Corporation

By: Eugene N. Jaster
Print Name: EUGENE N. JASTER
Title: BOARD PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21st day of August, 2008, by Eugene Jaster, the Board President of Kahlua Owners' Association, Inc., who is personally known to me or who did/did not take an oath.



Teri L Hastings
Notary Public
Print Name: Teri Hastings
Commission No.: N/A
My Commission Expires: 1-31-2010