

SECOND AMENDMENT TO BY-LAWS OF  
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

Amendment made this 30 day of December, 1994, by George Eager, hereinafter called "Developer" joined in by Calusa Campground Condominium Association, Inc., hereinafter called the "Association".

WHEREAS, the Developer submitted certain property to condominium ownership pursuant to Chapter 718 of the Florida Statutes by means of the Declaration of Condominium recorded in Official Records Book 1589, Page 476, of the Public Records of Monroe County, Florida.

WHEREAS, the By-Laws of the Association were recorded in Official Records Book 1589, Page 490, of the Public Records of Monroe County, Florida.

WHEREAS, the Developer still holds fee simple title to all of the units of the Condominium, and this Amendment shall neither adversely affect the lien or priority of any previously recorded mortgage nor change the size or dimensions of any Unit owned by the Developer.

NOW THEREFORE, in accordance with the Developer's powers under the Declaration of Condominium and under the Condominium Act, the By-Laws of Calusa Campground Condominium Association, Inc., are hereby amended as follows:

1. **Section 2.1 and 2.5 are amended as follows:**

2.1 "Association" shall mean and refer to ~~any one or more of the members~~.  
Calusa Campground Condominium Association, Inc.

2.5 "Condominium" shall mean and refer to any ~~residential~~ condominium unit within the Calusa Campground ~~complex~~. condominium.

2. **Section 4.1 is amended as follows:**

4.1 Number of Directors. The Corporation shall be governed by a Board of Directors ~~initially~~ consisting of ~~five (5)~~ three Directors. The Directors of the Corporation shall have a fiduciary relationship to the members.

3. **Section 4.2 and 4.2.1 are amended as follows:**

4.2 Selection of Directors. Not later than March 1st of each year, Directors shall be selected as follows:

4.2.1 ~~Calusa Campground Condominium Association, Inc., shall designate in writing three (3) natural persons who shall serve as Directors of this Corporation from the next annual organizational meeting of the Board of Directors until the following annual organizational meeting, or until their earlier death, resignation or removal. Each such designee shall be a Member of the Calusa Campground Condominium Association, Inc. he represents, and may be an Officer or Director thereof. The developer shall appoint the initial board of directors and all directors to which the developer is later entitled, none of which are required to be members or unit owners of the condominium. All directors elected by the members must be unit owners in the condominium.~~

4. Section 4.12 is amended as follows:

4.12 Removal, Filling of Vacancies. Any Director may be removed with or without cause by ~~the Association~~ by the vote or agreement in writing by a majority of all the voting interests. ~~Such removal shall be evidenced presentation of a duly adopted resolution by the said Association.~~

5. Section 4.13 is amended as follows:

4.13 Resignation. Any Director may resign by written notice to the Corporation, which resignation shall take effect upon receipt, unless another date is specified in the notice. Any Director who is absent from three (3) consecutive meetings of the Board shall be deemed to have tendered his resignation as of the date of the third meeting, and ~~Association which appointed such Director shall be notified in writing and requested to appoint a replacement; and the Board shall elect a replacement until the next regularly scheduled election where a replacement shall be elected by the members to fulfill the replaced director's term, or a new term if applicable.~~ The replacement shall not be the same person who was just removed.

6. Section 4.15 is amended as follows:

4.15 Limitation on Powers. The Board of Directors may not purchase any land, nor make any material alterations of or substantial additions to the Corporation Property or the facilities located thereon costing more than \$5,000 in the aggregate in any twelve month period, without the prior written approval of ~~four-fifths (4/5ths) of the Board, of the Boards of Directors; of at least a majority of the Associations in the Calusa Campground complex.~~ However, if work necessary to insure, protect, maintain, repair or replace the Corporation Property or facilities also constitutes a material alteration or substantial addition, the foregoing limitation shall not apply.

7. Section 6.3 is amended as follows:

6.3 Limitation on Change in Assessments. The Board of Directors of the

Corporation shall not increase a member's annual assessment by more than one hundred fifteen percent (115%) over and above the respective member's annual assessments for the preceding year ~~without~~ except in accordance with the provision of chapter 718.112(2)(e), Florida Statutes, as amended.

8. Section 10.7 is amended as follows:

10.7 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Articles of Incorporation, ~~Declaration of Restrictions~~, or these By-Laws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited to the members.

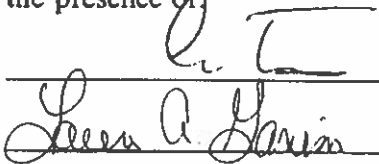
9. Section 13.4.1 is deleted:

~~13.4.1 The Budget shall contain a line item for membership of each Unit Owner in the not for profit Club, initially to be set at \$25.00 per month.~~

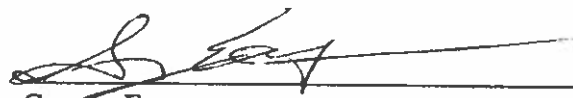
Except as herein amended, the Declaration of Condominium is hereby ratified and affirmed as recorded and is in full force and effect.

IN WITNESS WHEREOF, the Developer and Association have executed this Amendment the day and year first written above.

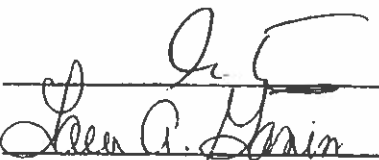
Signed, sealed and delivered in  
the presence of

  
\_\_\_\_\_

Developer:

  
George Eager

Calusa Campground Condominium  
Association, Inc.

  
\_\_\_\_\_

  
by: George Eager, President

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 30 day of  
December, 1999, by George Eager.

FILE #1160620  
BK#1613 PG#647

Lawrence A. Hamlin  
(Signature of Notary Public)  
Print, Stamp or Type Notary Name

(Notarial Seal)

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 30 day of  
December, 1999, by George Eager, as President of and on behalf of  
Calusa Campground Condominium Association, Inc., a Florida not for profit corporation.

Lawrence A. Hamlin  
(Signature of Notary Public)  
Print, Stamp or Type Notary Name

(Notarial Seal)