

This instrument was prepared by:  
**DAVID H. ROGEL, ESQUIRE**  
BECKER & POLIAKOFF, P.A.  
121 Alhambra Plaza, 10<sup>th</sup> Floor  
Coral Gables, Florida 33134

**Doc# 1737156 04/06/2009 12:42PM**  
**Filed & Recorded in Official Records of**  
**MONROE COUNTY DANNY L. KOLHAGE**

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM OF CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. AND  
THE BY-LAWS OF CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, Calusa Campground Condominium Association, Inc. (the "Association") is the entity responsible for the operation and management of Calusa Campground, a Condominium (the "Condominium"); and

**WHEREAS**, the Declaration of Condominium of Calusa Campground, a Condominium, was recorded at Official Record Book 1521 at Page 1771 of the Public Records of Monroe County, Florida (the "Declaration"); and

**WHEREAS**, the By-Laws of the Association were attached to the Declaration as Exhibit "D" and recorded therewith (the "By-Laws"); and

**WHEREAS**, at the Special Meeting of the Membership of the Association called for on March 15, 2009, the requisite percentage of the membership approved the amendments to the Declaration and By-Laws which amendments are attached hereto and made a part hereof as Exhibit "A".

**NOW, THEREFORE**, the undersigned hereby certifies that the amendments to the Declaration and By-Laws attached hereto are a true and correct copy of the amendments approved by the membership.

Witnesses:

**CALUSA CAMPGROUND CONDOMINIUM  
ASSOCIATION, INC.**

Sign: \_\_\_\_\_  
Print Name:

By: *Manny Lopez*  
Manny Lopez, President

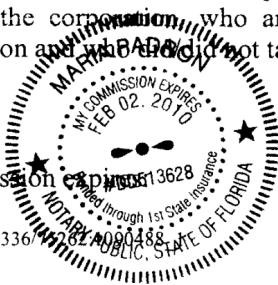
STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 23 day of March, 2009, by Manny Lopez, President of Calusa Campground Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or has produced ( ) as identification and did not take an oath.

(SEAL)

My commission expires 02/02/2010

MIA\_DB: C22336



*Maria Padron*  
NOTARY PUBLIC SIGNATURE

STATE OF FLORIDA AT LARGE  
Maria Padron  
PLEASE PRINT OR TYPE NOTARY SIGNATURE

**Doc# 1737156**  
**Bk# 2407 Pg# 697**

**AMENDMENTS TO THE DECLARATION OF  
CONDOMINIUM OF CALUSA CAMPGROUND  
AND  
THE BY-LAWS OF CALUSA CAMPGROUND  
CONDOMINIUM ASSOCIATION, INC.**

**(Additions shown by underlining, deletion shown by strike-throughs)**

**1. Amendment to Article 10d of the Declaration of Condominium to expand the lawful use of a Unit as follows:**

10. COVENANTS AND AGREEMENTS. Developer, its successors and assigns, by this Declaration, and all future owners of units, by acceptance of their respective unit deeds, hereby covenant and agree as follows:

\* \* \* \* \*

d. Each unit shall be used by its respective owner exclusively as for a recreation vehicle site space or as a single family residence, subject to all applicable laws, ordinances, codes, regulations and restrictions of, or any Development Agreement within any governmental entity having jurisdiction over the condominium property. ~~the restrictions herein and such rules and regulations as may be adopted by the Condominium Association, from time to time, for the owner, the owner's family, tenants, and social guests, and for no other purposes whatsoever.~~

**2. Article 20 of the Declaration of Condominiums to specifically address a Development Agreement between the Association and Monroe County as follows:**

20. AGREEMENTS AND DETERMINATION OF ASSOCIATION. All agreements and determination lawfully made by the Association in accordance with the voting percentages established is the bylaws, annexed hereto as Exhibit "D", shall be binding on all unit owners, their heirs, successors and assigns. Without limiting the foregoing, the Association may enter into a Development Agreement as that term is utilized pursuant to Section 163.3220-3243, Florida Statutes, without a vote of the membership and the benefits and obligations contained therein shall be binding on all unit owners, their heirs, successors and assigns. Upon approval and execution of any such Development Agreement by the Association and such governmental entities having jurisdiction over the property operated by the Association, such Development Agreement shall be recorded through a Certificate which will specifically refer to the recording data identifying this Declaration. All expenses incurred by the Association for the negotiation and implementation of the Development Agreement shall constitute a common expense of this Condominium.

**3. Amendment to Article 4, Section 4.14 of the By-Laws to add a new paragraph (i) and (j) as follows:**

4.14 Powers. The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not prohibited by law, the Articles of Incorporation, the Declaration of Restrictions, or these By-Laws. The powers of the Board of Directors shall specifically include but not be limited to, the following:

\* \* \* \*

(i) To approve and execute a Development Agreement, as that term is utilized in Section 163.3220-3243, Florida Statutes, and to perform such other acts as may be necessary to give full force and effect to the Development Agreement and to expend such sums as may be necessary to accomplish for purposes set forth herein.

(i) To adopt and enforce additional building restrictions regulating the means and methods of construction of permanent structures or other improvements on units within the Condominium Property in addition to those imposed by any governmental entity having jurisdiction over the Condominium Property. However, nothing contained herein shall be construed to require the use of any specific contractor to construct any permanent structures or other improvements, so long as the contractor is licensed and insured and is authorized to perform such work in Monroe County, Florida.

MIA\_DB: C22336/75262:1050382\_4

Doc# 1737156  
Bk# 2407 Pg# 699