



CFN 20220291620

OR BK 33692 PG 1201
RECORDED 07/11/2022 14:53:51
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1201 - 1222 (22pgs)

Prepared by and return to:

Jeffrey Rembaum, Esquire
Kaye Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF RECORDING AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF THE BLUFFS MARINA, A CONDOMINIUM
AND THE BYLAWS OF THE BLUFFS MARINA ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF THE BLUFFS MARINA, A CONDOMINIUM AND THE BYLAWS OF THE BLUFFS MARINA ASSOCIATION, INC. (this "Certificate") is made this 8th day of July, 2022 by **THE BLUFFS MARINA ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"), as follows:

RECITALS

WHEREAS, the Declaration of Condominium of The Bluffs Marina, A Condominium was recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 6278, Page 1653, as amended from time to time (the "Declaration"), to which the Bylaws of The Bluffs Marina Association, Inc. are attached as Exhibit "2", as amended from time to time (the "Bylaws"); and

WHEREAS, pursuant to Article VIII, Paragraph A of the Declaration, the Declaration may be amended upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association's members; and

WHEREAS, pursuant to Article VIII, Section 1 of the Bylaws, the Bylaws may be amended upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association's members; and

WHEREAS, at a properly noticed special meeting of the Association's members, the members approved the Amendment to the Declaration of Condominium of The Bluffs Marina, A Condominium, attached hereto and incorporated as if fully set forth herein as Exhibit "A" (the "Declaration Amendment"), in accordance with Article VIII, Paragraph A of the Declaration, and the Amendment to the Bylaws of The Bluffs Marina Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "B" (the "Bylaws Amendment"), in accordance with Article VIII, Section 1 of the Bylaws.

NOW, THEREFORE, the undersigned hereby certifies that the following Declaration Amendment and Bylaws Amendment are a true and correct copy of the Declaration Amendment and Bylaws Amendment as amended by the Association:

- Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
- Declaration Amendment.** The Declaration is hereby amended as set forth in the Declaration Amendment attached hereto as Exhibit "A" and incorporated as if fully set forth herein.
- Bylaws Amendment.** The Bylaws are hereby amended as set forth in the Bylaws Amendment attached hereto as Exhibit "B" and incorporated as if fully set forth herein.

IN WITNESS WHEREFORE, this Certificate has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered
in the presence of:

Devin Watson

Print Name: Devin Watson

Pat Odell

Print Name: Pat Odell

THE BLUFFS MARINA ASSOCIATION, INC.,
a Florida not for profit corporation

By: *Peter Weidlein*
Peter Weidlein, its Vice President

Date: 7/8/2022

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 8 day of July, 2022, by Peter Weidlein as Vice President for The Bluffs Marina Association, Inc., a Florida not for profit corporation, who is personally known to me or produced FLDL W34567891030 exp. 11/12/3128 as identification and did not take an oath.

Julie Adams
Notary Public, State of Florida

Julie Adams
Print Name of Notary Public

My Commission Expires: 04/15/25

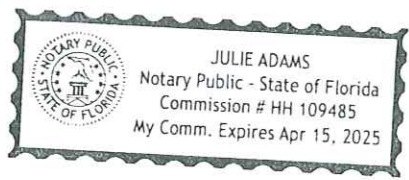


EXHIBIT "A"

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE BLUFFS MARINA, A CONDOMINIUM**

*(new language shown by underline,
deleted language shown by ~~strikeout~~
" * * " shows unaffected language)*

Article III, Paragraph 1 of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

I. Access Easement. ~~If one or~~As both of the additional phases ~~were~~are not added beyond Phase I, the part of the real property actually submitted to this Condominium and which is dedicated for roads, streets, utilities and/or ingress and egress shall be a perpetual non-exclusive easement in favor of the real property described in the phases not submitted to this Condominium and in favor of the owners of said real property or any portion thereof, their heirs, successors, assigns, transferees, guests, licensees and invitees, for ingress, egress and utilities, as applicable. ~~The Developer further reserves the right to grant such further easements for ingress, egress and utilities over the real property submitted to this Condominium for the benefit of the owners of the phases not submitted to this Condominium or any portion thereof, to their heirs, successors, assigns, transferees, guests, licensees and invitees, provided that such additional easements shall not interfere with the use intended of the property encumbered with the easement. The maintenance of the streets, roads and/or easements granted in this paragraph over the Common Elements shall be a~~ Common Expenses of this Condominium.

Article IV of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

ARTICLE IV

EASEMENTS

A. The Slips and Common Elements shall be and hereby are made subject to an easement for such utility services as are desirable or necessary to adequately serve the Condominium Property including the right to install, lay,

maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property; provided that any such easement through a Slip shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Slip by Developer after this Declaration of Condominium is recorded, without the consent of the Slip Owner.

B. Each Slip shall be and hereby is made subject to an easement in favor of the Condominium Association for entrance to the Slip to maintain, repair or replace (to the extent required by this Declaration) the Common and Limited Common Elements.

C. The Common Elements beneath each Slip shall be and are hereby made subject to an easement in favor of the Owner of said Slip for ingress, egress and docking of a boat therein and for access to said boat. It is the intent hereof to authorize the docking in Slips of boats that encroach into the Common Elements beneath the lower boundary of a Slip but not to authorize the docking in Slips of boats that in any other manner encroach into the Common Elements.

D. All of the Condominium Property shall be and hereby is made subject to easements for encroachments which now or hereafter exist caused by placement, settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist. In the event the Condominium Property is partially or totally destroyed, and then rebuilt, the Owners of Condominium Slips agree that encroachments of parts of the Common Elements or Limited Common Elements or Slips, as described, shall be permitted and there shall be a valid easement for said encroachments.

E. ~~The Association Developer, for itself, its successors and assigns, reserves and shall have the right to grant and easements for the to installation and maintenance~~ in upon, through and under the Common and Limited Common Elements, such electric, water, sewer, telephone, radio, cable television, master antenna, security system, and utility lines, mains, cables, pilings, and facilities as ~~the Association Developer, in the Association's Developer's~~ the Association's Developer's sole discretion, shall deem necessary or desirable to be used

in connection with the Condominium Property, provided only that the installation and maintenance of such lines, mains, cables and facilities does not materially and permanently interfere with the uses for which the Common or Limited Common Elements or any portion thereof is intended.

F. The Common Elements and Limited Common Elements, where intended for such use, shall be subject to an easement for pedestrian use to and for the members of the Association.

G. Those portions of the Common Elements and Limited Common Elements, where improved as sidewalks, paths, piers, docks and wharfs, shall be subject to an easement for pedestrian use to and for the members of the Association.

H. The Common Elements shall be subject to an easement of support for any portion of any Yacht Club or other habitable improvements which Developer, ~~in Developer's sole discretion,~~ may have built adjacent to and over the Condominium Property. ~~The ownership of said Yacht Club and any other habitable improvements shall be retained by Developer and Developer's successors, grantees and assigns.~~

I. Developer may have granted to the Association a nonexclusive easement for parking over a portion of the real property constituting Phase II and/or Phase III ~~with the portion of the easement dealing with a subsequently submitted phase automatically terminating as such phase or phases are submitted to the condominium form of ownership under this Declaration.~~ The easement shall be in part for the benefit of the Slip Owners and their guests and invitees. ~~The repair and maintenance of the property subject to the easement shall be deemed a Common Expense hereunder.~~

J. ~~The Successor Developer hereby ratifies and or reserves to itself, its successors and or assigns an~~ e~~E~~asement(s) and all rights of access for parking, ingress and egress, ~~and easements previously reserved, received and or granted, in connection with the Additional Property granted and transferred as part of this Amendment, and as said rights of access and easements were~~ are hereby granted and reserved by the Developer in Articles III and IV of the Declaration regarding the Common Elements of the

~~Condominium and those portions of real property not included in the Additional Property, but referenced as Phase II and Phase III in the Declaration of Condominium, as hereby amended. The rights reserved in favor of the Successor Developer, shall include easements for ingress, egress and parking between The Bluffs Marina, a Condominium, the Successor Developer and/or its successors or assigns, including but not limited to, in favor of all future "Owners" of the Bluffs Marina Phase II Condominium, formed by that certain Declaration of Condominium of The Bluffs Marina Phase II Condominium, recorded which the Successor Developer contemplates filing in the Public Records of Palm Beach County, Florida in Official Records Book 23327, Page 1366, as amended from time to time.~~

K. The easements set forth in Article III, Paragraph I and Article IV, Paragraphs A, B, C, D, E, F, G, H, I and J, supra, shall run with the land and be binding upon every Slip Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, personal representatives, successors and assigns. Should the intended creation of any easement fail by reason of the fact that at the time of the creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Slip Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

Article VIII of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

ARTICLE VIII

METHOD OF AMENDMENT OF DECLARATION

A. This Declaration may be amended at any regular or special meeting of the Slip Owners of this Condominium called and convened in accordance with the

Bylaws, by the affirmative vote of voting members casting not less than fifty-one (51%) percent of the total votes of the voting members of the Association.

B. All amendments shall be recorded and certified as required by the Condominium Act. ~~Except in connection with an amendment to add a phase, n~~No amendment shall restrict the length of time a Unit Owner or the Unit Owner's guests and invitees may occupy a boat properly located in a Slip, change the configuration or size of any Condominium Slip in any material fashion which reduces the length or total size of said Slip, materially alter or modify the appurtenances to any Slip, a Condominium Slip's proportionate share of the Common Expenses or Common Surplus, nor the Voting rights appurtenant to any Slip, unless the record owner(s) thereof, and of all record owners or mortgages, or other liens thereon shall join in the execution of the amendment. No amendment shall impair or prejudice the rights and priorities of any mortgages or the holders thereof. No amendment shall change the provisions of this Declaration or the Articles of Incorporation, Bylaws and Rules and Regulations of the Association with respect to Institutional Mortgagees of record without the written approval of all Institutional Mortgagees of record.

~~C. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval; however, the requirement for the Developer's written approval as herein provided shall terminate as of December 31, 1999, or the date Slip Owners other than the Developer have elected a majority of the Board of Directors of the Association, or sooner at the option of the Developer.~~

~~D. Notwithstanding the foregoing three paragraphs, the Developer reserves the rights to add additional phases as provided in ARTICLE III above to change the design and arrangement of all Slips and to alter the boundaries between and of Slips, as long as the Developer owns the Slips so altered. If the Developer shall submit any additional phases to this Condominium as provided in ARTICLE III, such submission shall be reflected in an amendment as provided in ARTICLE III above. If the Developer shall make any changes in Slips as provided in this paragraph, such changes shall be reflected by an amendment of this Declaration with a survey attached, reflecting such authorized alteration of or addition to Slips, and said~~

~~Amendment need only be executed or acknowledged by the Developer and any holders of Institutional mortgages encumbering the said altered slips. The survey shall be certified in the manner required by the Condominium Act. If more than one Slip is concerned, the Developer shall apportion between the Slips the shares of the Common Elements appurtenant to the Slips concerned, together with the Common Expenses and Common Surplus of the Slips concerned, and such shares of Common Elements, Common Expenses and Common Surplus shall be duly noted in the amendment of the Declaration. The provisions of this paragraph are paramount to and supersede the provisions of the preceding paragraphs of this Article VIII.~~

Article X of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

ARTICLE X

BYLAWS

A. The operation of the Condominium Property shall be governed by the Bylaws of the Association which are set forth in a document which is annexed to this Declaration, marked EXHIBIT NO. "2", and made a part hereof.

B. No modification of or amendment to the Bylaws of the Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner provided for therein, but no amendment to the said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Slip(s) without the written approval of the affected mortgagees of record. ~~No amendment shall change the rights of the Developer without the Developer's written approval. However, the requirement for the Developer's approval as herein provided shall terminate at such time as Developer no longer has the right to elect any Directors, or sooner at the Developer's option.~~

Article XI of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

ARTICLE XI

ASSESSMENTS

* * *

H. Additional Delinquency Remedies and Restrictions. Without limitation, and in addition to all other remedies available to the Association, the Association may suspend the voting rights of a Slip Owner due to nonpayment of any monetary obligation due to the Association which is more than one thousand dollars (\$1,000) and more than ninety (90) days delinquent in the manner set forth in section 718.303, Florida Statutes, as amended from time to time. A person who is delinquent in the payment of any assessment due to the Association is not eligible to be a candidate for membership on the Board of Directors and may not be listed on the election ballot. Any Slip Owner who is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association is prohibited from purchasing any other Slip within the Condominium until the delinquency has been fully satisfied.

Article XII of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

ARTICLE XII

INTENTIONALLY OMITTED SPECIAL PROVISIONS REGARDING DEVELOPER

~~A. — Rights. The Developer shall have the right to transact any business necessary to consummate sales or rentals of Slips, or in the event there are unsold Condominium Slips, the Developer retains the right to be the owner of said unsold Condominium Slips under the same terms and conditions as all other Slip Owners in said Condominium; however, said Developer, for such time as it continues to be a Slip Owner, but not exceeding (i) a period terminating no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Condominium Slip occurs, or (ii) the period for which it has~~

~~guaranteed that the amount each Slip Owner shall pay as monthly Common Expense assessments shall not increase, shall not be liable for such monthly Common Expense assessments. It being understood that during such period, that the Developer is not liable for Common Expense assessments, the Developer shall be solely responsible for Common Expenses in excess of the amounts collected from other Slip Owners. Commencing at the end of said period (as to Common Expenses), the Developer shall contribute to the Common Expenses, as to the Condominium Slips owned by it, in the same manner as all other Slip Owners, as provided in EXHIBIT "A" attached to this Declaration as it may be amended from time to time. Each Condominium Slip's share of Common Expenses and assessments as provided in ARTICLE VII and ARTICLE XI of this Declaration shall commence as of the first day of such month or the fifteenth (15th) day of such month as is closer to the date of substantial completion of such Slips declared by Developer. Notwithstanding anything to the contrary herein, Slips contained in phases not yet submitted to this Condominium shall not be subject to assessment prior to the date the phase in which such Slips are located is submitted to this Condominium.~~

~~B. — Assignability. The Developer may assign any or all of its rights and privileges established by this Declaration to any individual(s) or entity or entities that Developer may choose.~~

Article XV, Paragraph B of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

B. To Slips. Each Slip Owner agrees as follows:

(1) Maintenance. To maintain in good condition and repair any portion of his Slip that requires such maintenance and which is not required to be performed by the Association hereby.

(2) Additions. ~~Except as for Developer owned Slips, n~~Not to make or cause to be made any structural improvements or addition or alteration to his Slip, or to the Common or Limited Common Elements, without the prior written consent of the Association and of the holders of all mortgages secured by his Slip.

(3) ~~No Change to Common or Limited Common Elements. Except as to Developer,~~ To make no alteration, change of color or material, decoration, repair, replacement or change of the Common or Limited Common Elements, or to the exterior appearance of any improvements, whether within a Slip or part of the Common or Limited Common Elements, without the prior written consent of the Association.

(4) ~~Inspection by Association.~~ To allow the Board of Directors and their agents and employees to enter into or onto any Slip and boat docked therein for the purpose of maintenance, inspection, repair, replacement of any improvements within the Slips or the Common or Limited Common Elements or boats docked therein, or to determine, in the case of emergency, circumstances threatening Slips of the Common or Limited Common Elements or boats docked therein, or to determine compliance with the provisions of this Declaration, the Bylaws of the Association and the Rules and Regulations.

(5) ~~Signs. Except in connection with development, sales or leasing of Slips by Developer,~~ No signs, advertisements or notices of any kind, shall be displayed in the public view on any Common or Limited Common Element, or his Slip or any boat docked therein, without the prior written approval of the Association. The foregoing shall not prohibit lettering, registration numbers, flags and other displays customarily found on recreational watercraft, nor shall it prohibit the posting of signs in commercial areas if such signs are approved by the Association, nor shall it prohibit the official posting by Customs, DEA, Florida Marine Patrol, or any other law enforcement agency.

(6) ~~Developer's Right to Enter.~~ To allow the Developer (after the Developer does not elect a majority of the Board of Directors, then the Association) to enter his Slip to alter utility lines, cables, wires, pipes, and other utility and security facilities and to repair, replace, maintain or improve the Common or Limited Common Elements, provided, however, that in such event, the Developer (or, if applicable, the Association) shall fully restore and repair the premises from the effects of such alteration.

Article XVII of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

ARTICLE XVII

TRANSFERS AND LEASES

In order to maintain a community of congenial owners who are financially responsible and thus protect the value of the Property, the transfer of a Slip by any Slip Owner ~~other than Developer~~ shall be subject to the following provisions, which provisions each Slip Owner covenants to observe:

A. Right of First Refusal. No Slip Owner, ~~other than Developer~~, may sell or convey his interest in a Slip without first giving notice to the ~~Developer and the Association~~ (the "Owner's Notice"). The Owner's Notice shall include with it the applicable proposed contract and a duly completed Association application for membership and shall state the terms of the proposed transaction and such other information as ~~the Developer and the Board of Directors of the Association~~ may reasonably require. The giving of the Owner's Notice to the ~~Developer and the Association~~ shall constitute an offer by the Slip Owner to sell his interest in the Slip, first to the ~~Developer or its designee~~, and if the ~~Developer declines to purchase~~, then second to the Association or its designee upon the terms and conditions contained in the Owner's Notice and the contract for sale. The Slip Owner shall submit in writing such further information with respect to the transaction as ~~the Developer and the Board of Directors~~ may reasonably request. Not later than ten (10) days after receipt of the Owner's Notice, together with such further information as may have been requested, ~~the Developer or its designee or the Association~~ or its designee may elect, by sending written notice to the Slip Owner to purchase the Slip upon the terms and conditions contained in the Owner's Notice.

In the event that ~~the Developer or the Association~~ shall timely elect to purchase the Slip or to cause the same to be purchased by its designee, title to the Slip shall close in accordance with the terms of the Owner's Notice after the giving of notice by ~~Developer or its designee or by the Association or its designee~~ of its intention to acquire the Slip. The closing shall be at such location as is mutually agreed upon by the Slip Owner and the purchaser. ~~The Association~~

~~or its designee shall first obtain the consent of Developer prior to exercising its election to purchase the Slip, and the Association shall have the right to purchase the Slip only in the event that the Developer elects not to purchase the Slip.~~

In the event ~~the Developer or its designee and the Association or its designee shall fail to accept such offer within the ten (10) day period as specified above, the Slip Owner shall be free to convey the Slip within sixty (60) days following the date of Owner's Notice. In the event that such sale does not occur within said sixty (60) day period, or if the terms of the proposed sale are changed from those originally submitted to Developer and the Association in the Owner's Notice, then the Slip Owner shall resubmit all documents and information required hereunder and the procedures set forth herein shall be reinstated de nova. The conveyance documents to such grantee shall provide or shall be deemed to provide that the acceptance thereof shall constitute an assumption of the provisions of these Covenants, the Articles of Incorporation and Bylaws of the Association, the applicable rules and regulations and all other documents or instruments pertaining to the Association and the Marina, all as the same may be amended from time to time.~~

Any purported sale of a Slip in violation of these Covenants shall be voidable ~~at the election of the Developer or~~ at the election of the Association. The Owner shall reimburse ~~the Developer and the Association~~ for all expenses, including attorney's fees and disbursements, incurred in connection with the voiding of such sale, including those for appeals or conveyance.

~~All rights of first refusal provided for herein, and all other similar rights which may from time to time be held by the Association or any other person or entity with respect to any interest in a Slip, shall be subject and subordinate to any right of first refusal or repurchase option as to a Slip which may be held by the Developer from time to time, regardless of when the Developer obtained such right or option and regardless of whether the same appears in the public records, a purchase agreement or otherwise.~~

B. Certificate of Termination of Right of First Refusal. If neither ~~the Developer nor the Association, nor their respective its designees,~~ desire to acquire the Slip in response to this offer, a certificate in recordable form,

executed and acknowledged by authorized agents of ~~both the Developer and the Association~~ shall be delivered to the Slip Owner, stating that the provisions of this Article have been satisfied by the Slip Owner, or stating that the right of first refusal contained herein has been duly released or waived by ~~both the Developer and the Association~~ and that, as a result thereof, the rights of ~~both the Developer and the Association~~ thereunder have terminated. With respect to all persons who rely on such certificate in good faith, it shall constitute conclusive evidence of the facts stated therein. The Association shall have the right to charge a reasonable administrative fee in connection with the furnishing of such certificate, to be collected in advance.

C. Leasing of Slips. No Slip Owner, ~~other than the Developer,~~ may lease or license, and no lessee or licensee may sublease or sublicense, a Slip except in accordance with this section. All references herein to leases shall be deemed to also include applicable licenses; and to licensees and lessees to include sublicensees and sublessees. Any lease of a Slip must be for the entire Slip, including all appurtenances thereto, except those Slips listed in EXHIBIT NO. "4" shall be permitted to lease less than the entire Slip. ~~Said EXHIBIT NO. "4" may be amended by Developer to add additional Slips in connection with Developer's submission of a phase to the Condominium.~~ All subleases shall be in the form promulgated by the Association from time to time, or in the absence of such a form, on such form of lease as is submitted to the Association and approved thereby, which approval may be withheld by the Association in its sole discretion. The lessor and lessee of the Slip shall promptly supply to the Association such additional information as it may reasonably require in connection with its determination of whether or not to grant its approval.

Within three (3) days of its receipt of the proposed lease, and all requested additional information, the Association shall notify the Slip Owner, in writing, of its approval or disapproval of the proposed lease or the proposed lessee. The Association may condition its approval on the making of reasonable modifications to the lease or on such other matters as the Association may deem appropriate.

The minimum standards for the approval of a lease shall be:

(a) The lease shall provide that the lessee (and his family, guests, licensees, invitees and agents) shall comply with all provisions of this Declaration and all applicable rules and regulations of the Association;

(b) The lease shall provide that the Owner and the lessee shall jointly and severally indemnify the Association, ~~the Developer~~ and all other Owners for any negligent or intentional acts or omissions of the lessee, and/or lessee's invitees, guests, or agents committed within the Condominium Property;

(c) The lease shall provide that it may be terminated by the Association immediately for the Slip Owner's or lessee's failure to comply with the provisions of this Declaration and all rules and regulations of the Association;

(d) The Association shall have the right to approve the boat to be kept in the leased Slip;

(e) The Slip Owner or its lessee, as they between themselves may decide, shall deliver to the Association (i) a credit card or a security deposit in an amount determined by the Association, from which the Association may deduct the costs of any repairs or extraordinary maintenance necessitated by the acts or omissions of the lessee, the balance to be returned to the Slip Owner or lessee, as appropriate, following termination or expiration of the lease and the vacating of the Slip by the lessee and (ii) evidence of insurance on the boat as required by this Declaration; or as the Association may otherwise require;

(f) Such other standards as the Association may from time to time adopt, including regulation of the subleasing of Slips by tenants of Slip Owners.

Nothing herein contained nor any action taken by a Slip Owner, lessee or the Association shall be deemed to establish a landlord/tenant or a principal/agent relationship between the Association ~~or the Developer~~ and the Slip Owner or lessee, the sole purpose of the requirements of this section being to ensure the compliance of all parties with this Declaration and applicable rules and regulations including, without limitation, the protection of Slips, boats and

Condominium Property and the maintaining of a first quality marina facility.

D. Payments to Association. No Slip Owner may lease, sell or convey his interest in a Slip unless all sums due to the Association by such Slip Owner have been paid in full.

E. Restrictions on Auctions. No Slip or boat within the Condominium Property may be sold by public or private auction. ~~This restriction shall not apply to Developer.~~

F. Exceptions. The foregoing provisions of this Article shall not apply to any Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Slip concerned, and this shall be so, whether the title is acquired by conveyance from the mortgagor, his successors or assigns, or through foreclosure. ~~Neither shall such provisions apply to any transfer by the Developer; the Developer shall have the right to transfer and sublease its Slips without the approval of any other party.~~

Article XX, Paragraph F of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

F. Combining Units. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the ~~Developer or the Board of Directors of the Association~~ from removing, or authorizing the removal, of any Common or Limited Common Element between any Condominium Slips owned by the same Slip Owner in order that the said Slips might be used together as one integral Slip. In such event, all assessments, voting rights and the share of Common Elements shall be calculated as if such Slips were as originally designated on the Exhibits attached to this Declaration, notwithstanding the act that several Slips are used as one, to the intent and purpose that the Slip Owners of such "combined" Slips shall be treated as the Slip Owner of as many Slips as have been so combined.

Article XX, Paragraph I of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

I. Subject Clause as to the Land. The real property submitted to Condominium ownership herewith is

subject to conditions, limitations, restrictions and all other matters of record, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes and easements for utility service and drainage now existing or hereafter granted by the ~~Association~~Developer for the benefit of such persons as the ~~Association~~Developer designates. ~~During the period of time that the Developer has t~~The right to grant the foregoing easements, ~~the consent and approval of the Association and its members~~ shall be subject to said easements not structurally weakening the building(s) and improvements upon the Condominium Property and not unreasonably interfering with the enjoyment of the Condominium Property by the Association's members.

The Condominium Association and its members, ~~and the Developer, its successors and assigns,~~ are hereby granted an easement for ingress and egress over, through and across the graded and/or paved area of the Common Elements, other than the parking spaces, which is intended for vehicular and pedestrian traffic and through or across those portions of the Common Elements providing boat access to the Intracoastal Waterway.

Article XX, Paragraph M of the Declaration of Condominium of The Bluffs Marina, A Condominium is hereby amended as follows:

M. Security, Garbage, Water and Sewage Service. In order to ~~insure~~ensure the Condominium of adequate and uniform water and sewage disposal service, security service and garbage service, the ~~Association~~Developer shall have and hereby reserves the exclusive right to contract for the servicing of this Condominium and the Slip Owners therein with said services. ~~This right may be terminated by a waiver executed by the Developer in writing and delivered to the Condominium Association.~~

EXHIBIT "B"

**AMENDMENT TO THE
BYLAWS OF THE BLUFFS MARINA ASSOCIATION, INC.**

*(new language shown by underline;
deleted language shown by ~~strikeout~~;
" * * *" shows unaffected language)*

Article III, Section 1 of the Bylaws of The Bluffs Marina Association, Inc. is hereby amended as follows:

Section 1. All of the owners of Condominium Slips (Units) in the Condominium wherein this Corporation has been designated to operate and administer as the "Association" therefor by virtue of the Declaration of Condominium thereof ~~and the Developer named in said Declaration,~~ shall be members of this Corporation. Upon recording of a deed or by any other means which establishes a change of record title to a Condominium Slip, the new owner thereof shall become a member of this Corporation and the membership of the prior owner shall terminate.

Article IV, Section 11 of the Bylaws of The Bluffs Marina Association, Inc. is hereby removed in its entirety as follows:

~~Section 11. PROVISOR. Provided, however, that until the third Wednesday in February, 1994, or until the Developer elects to terminate its control of the Condominium or until Slip Owners other than the Developer have elected a majority of the Board of Directors, whichever shall first occur, the proceedings of members' meetings shall have no effect unless approved by the Board of Directors of the Corporation except as provided in Article VII, Section 5 hereof.~~

Article V, Section 1 of the Bylaws of The Bluffs Marina Association, Inc. is hereby amended as follows:

Section 1. The business and affairs of the Corporation shall be managed by a Board of Directors who shall consist of not less than three (3) persons nor more than fifteen (15) persons. The exact number of directors shall be determined by the Board, from time to time and in its sole discretion; provided, however, that the Board shall not

increase or decrease the number of directors on the Board of Directors after the issuance of the first notice of election and prior to the election for which such first notice is given is to be set at the annual meeting. In the event the number of directors is to be increased by the Board greater than ninety (90) days prior to an annual meeting of the members, the Board shall fill the vacancies created thereby in the manner set forth in Section 3 below. Any vacancies created by an increase in the number of directors ninety (90) days or less before the date of an election shall be filled by the election. In the event the number of directors is to be decreased, such decrease must be decided by the Board prior to the date of the first notice of the election and shall only be effective as to the removal of directors from the Board of Directors on the date of the election.

~~Provided, however, that until the third Wednesday of February, 1994, or until the Developer elects to terminate its control of the Condominium, or until Slip Owners other than the Developer are entitled to elect a director or directors, whichever shall first occur, all directors shall be designated by the Developer and need not be Slip Owners in the Condominium and may not be removed by the members of the Corporation as elsewhere herein provided. Likewise after the Slip Owners have elected a director or directors, such other director or directors still to be designated by the Developer need not be Slip Owners in the Condominium.~~

Substantial rewording of bylaw. See bylaw for present text. Article V, Section 2 of the Bylaws of The Bluffs Marina Association, Inc. is hereby amended as follows:

Section 2. Term. Each director shall be elected to serve for a two (2) year staggered term and until his/her successor has been elected and qualified. In order to transition to two (2) year staggered terms, at the election to be held at the annual meeting held subsequent to the effective date of this Amendment, the number of directors constituting a majority of the entire Board of Directors receiving the highest number of votes shall serve a two (2) year term, and the remaining directors shall serve a one (1) year term. In the event the election at which the staggered terms are to be set is by acclamation or cannot be held due to receipt of insufficient votes, the directors declared or remaining on the Board of Directors shall determine amongst themselves which directors shall serve a two (2) year term and which directors

shall serve a one (1) year term, and in the event the directors cannot agree, the determination shall be made by random selection (e.g., drawing of straws). At the following election, the seats on the Board of Directors for which directors were elected or designated to serve for a one (1) year term shall be open for election. Once seated, the newly elected directors shall serve a two (2) year term. Thereafter, all directors elected to serve on the Board shall serve a two (2) year term.

Article V, Section 3 of the Bylaws of The Bluffs Marina Association, Inc. is hereby amended as follows:

Section 3. Any vacancy occurring on the Board of Directors caused by the expiration of a director's term must be filled by the election of a new board member, and the election must be conducted in the manner set forth in the relevant provisions of Chapter 718, Florida Statutes, as amended from time to time. In the event of a vacancy occurring on the Board of Directors before the expiration of a term, such vacancy shall be filled by appointment by the Developer, if the vacant position is one Developer is still entitled to, otherwise by vote of a majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. Such director shall serve out the remaining term of the former director.

Article V, Section 4 of the Bylaws of The Bluffs Marina Association, Inc. is hereby amended as follows:

Section 4. ~~No director appointed or elected by the Developer may be removed except with the written approval of the Developer. Directors elected by the Slip Owners other than the Developer may be removed with or without cause by a vote of a majority of all Condominium Slip Owners at a special meeting called for that purpose or agreement in writing by a like number of Slip Owners. Any director whose removal has been proposed by members shall be given an opportunity to be heard at the meeting. A special meeting of the Slip Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Slip Owners giving notice of the meeting as required for a meeting of Slip Owners, and the notice shall state the purpose of the meeting.~~ If less than a majority of the Board is removed, any vacancy shall be filled in accordance with Section 3 above. If

a majority or more of the Board is removed, the vacancies shall be filled by the Slip Owners voting in favor of the recall.

Article V of the Bylaws of The Bluffs Marina Association, Inc. is hereby amended as follows:

ARTICLE V
DIRECTORS

* * *

Section 12. All directors shall be members of the Corporation or shall be the authorized representative, officer, director, managing member, or employee of entity-members of the Corporation.

Article XVI of the Bylaws of The Bluffs Marina Association, Inc. is hereby amended as follows:

Article XVI
Rules and Regulations

Section 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium, facilities or services made available to the Slip Owners and properties owned or administered by this Corporation; ~~provided that all such regulations and amendments thereto may be vetoed by an affirmative vote of a majority of the membership of the Corporation; provided, further, however, that until the third Wednesday in February, 1994, or until the Developer elects to terminate its control of the Condominium or until Slip Owners other than the Developer have elected a majority of the Board of Directors, whichever shall first occur, the Board of Directors shall have the authority to make and amend such regulations which may not be vetoed by the membership. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall be posted in a conspicuous place.~~

Section 2. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and

~~maintenance of the Condominium Slips; provided, however, that all such regulations and amendments thereto may be vetoed by an affirmative vote of not less than a majority of the entire membership of the Corporation; provided, further, however, that until the third Wednesday in February, 1994, or until the Developer elect to terminate its control of the Condominium or until Slip Owners other than the Developer have elected a majority of the Board of Directors, whichever shall first occur, the Board of Directors shall have the authority to make and amend regulations respecting the use of the property of the Condominium which may not be vetoed by the membership and further that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium Property.~~

Section 3. In the event of any conflict between the Rules and Regulations adopted, as from time to time amended, and the Condominium Documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these Bylaws and the Declaration of Condominium, the provisions of said Declaration shall prevail.