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 OR BK 26927 PG 1393  
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 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1393 - 1398; (6pgs)

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
 JEFFREY D. KNEEN, ESQ.  
 126 Linda Lane  
 Palm Beach Shores, Fl 33404  
 (561) 478 4711

w/c  
 III

This is not a

**DECLARATION OF SHARED FACILITIES**

THIS DECLARATION is made by and between The Bluffs Marina Association Inc. ("Phase I Association") and The Bluffs Marina Phase II Condominium Association, Inc. ("Phase II Association") hereinafter collectively referred to as the "Associations".

WITNESSETH:

WHEREAS, the Phase I Association has jurisdiction over The Bluffs Marina, A Condominium (the "Phase I Condominium") pursuant to the Declaration of Condominium thereof recorded in Official Records Book 6278 at Page 1653 of the Public Records of Palm Beach County, Florida, and as subsequently amended; and

WHEREAS, the Phase II Association has jurisdiction over The Bluffs Marina Phase II Condominium ("the Phase II Condominium") pursuant to the Declaration of Condominium thereof recorded in Official Record Book 23327 at Page 1366 of the Public Records of Palm Beach County, Florida, as subsequently amended; and

WHEREAS, the Associations have agreed to construct for the mutual use of their Members, and their guests and lessees, new facilities, including a pool, laundry facility, showers, bathrooms and dock master's office (hereinafter collectively referred to as the "Shared Facilities") located on Parcel I ("Parcel I") of the condominium property of the Phase II Condominium, as depicted on the sketch attach hereto as Exhibit "A"; and

WHEREAS, the Associations desire to set forth their agreements regarding their shared use rights and obligations pertaining to Parcel I and the Shared Facilities.

NOW, THEREFORE, the Associations hereby declare that Parcel I and the Shared Facilities described herein shall hereinafter be held, used and occupied subject to the covenants as hereinafter set forth.

1. Easement of Access and Use. A non-exclusive, perpetual easement is hereby created upon Parcel I and the Shared Facilities for the access, use and benefit of the Members of

/Bluffs Shared Facilities Declaration

the Associations and their guests, and tenants. The foregoing easement shall be perpetual and shall run with the land as herein set forth.

2. Maintenance Responsibility.

2.1 Parcel I and the Shared Facilities shall be maintained by the Associations, as so determined from time to time by the Board of Directors of the Associations in first class condition.

2.2 All costs and expenses with regard to the maintenance, repairs, replacement and ownership costs of Parcel I and the Shared Facilities including, but not limited to, taxes, insurance, utilities, costs of reconstruction and repair shall be shared as follows: Eighty-five percent (85%) by the Phase I Association and fifteen percent (15%) by the Phase II Association.

3. Rules and Regulations. The Board of Directors of the Associations shall mutually agree upon rules and regulations as to the use and operation of Parcel I and the Shared Facilities, which may be revised from time to time upon their mutual agreement.

4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by the Associations.

5. Dispute. In the event that the Associations meet an impasse whereby they cannot agree upon a course of action, or in the event of a dispute or alleged breach of any terms or provisions hereof, then in that event such matter shall be submitted to binding mediation and not to a court determination. To institute mediation, any party may serve written notice to the other requiring mediation and stating the impasse or disputed matter. Within 10 days thereafter, if all affected parties do not unanimously and mutually agree to the appointment of a specific person to act as a mediator, then any party may contact any local professional certified mediation service and request the selection of a mediator, which selection shall be final. The party requesting the mediation shall pay any required retainer and advance such sums as are required from time to time by the mediator to pay for the mediator's fees and costs, until the prevailing party is determined, or the parties have agreed in writing to an alternate allocation of fees and costs. Each party shall pay its own legal fees and costs. The mediator shall award the mediator's fees and costs to the prevailing party in the mediator's judgment. Upon selection of the mediator, the mediator shall, as soon as possible, hear the controversy and decide the same within a reasonable period of time thereafter. The mediator's decision shall be binding on all parties hereof and may be enforced by an appropriate court having jurisdiction thereof.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the 13<sup>th</sup> day of June, 2014.

Signed, sealed and delivered in the presence of:

[Signature]  
witness (signature)

print name: Judy Parker

[Signature]  
witness (signature)

print name: Chris Grech

[Signature]  
witness (signature)

print name: Judy Parker

[Signature]  
witness (signature)

print name: Chris Grech

The Bluffs Marina Association Inc.

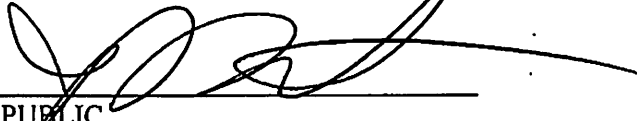
[Signature]  
Mark May, its President

The Bluffs Marina Phase II Condominium Association, Inc.

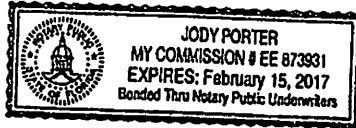
[Signature]  
Mark May, its President

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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2014, by Mark May as President of The Bluffs Marina Association Inc., who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.


  
\_\_\_\_\_  
NOTARY PUBLIC  
Print/Type Name \_\_\_\_\_

My Commission Expires:

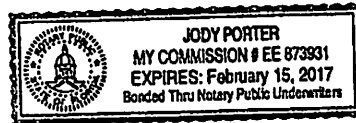


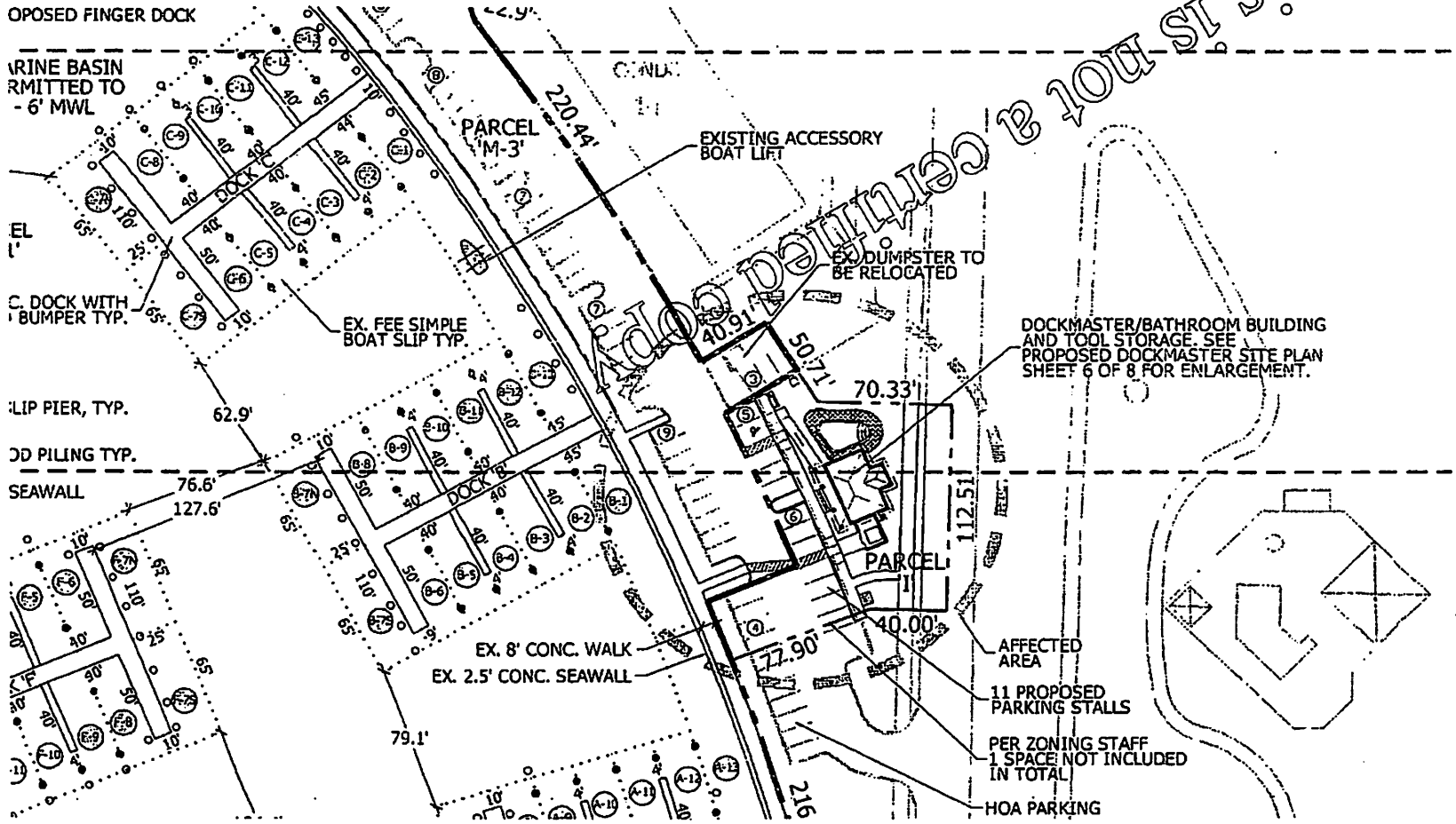
STATE OF FLORIDA )  
 )ss:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2014, by Mark May as President of The Bluffs Marina Phase II Condominium Association Inc., who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Print/Type Name \_\_\_\_\_

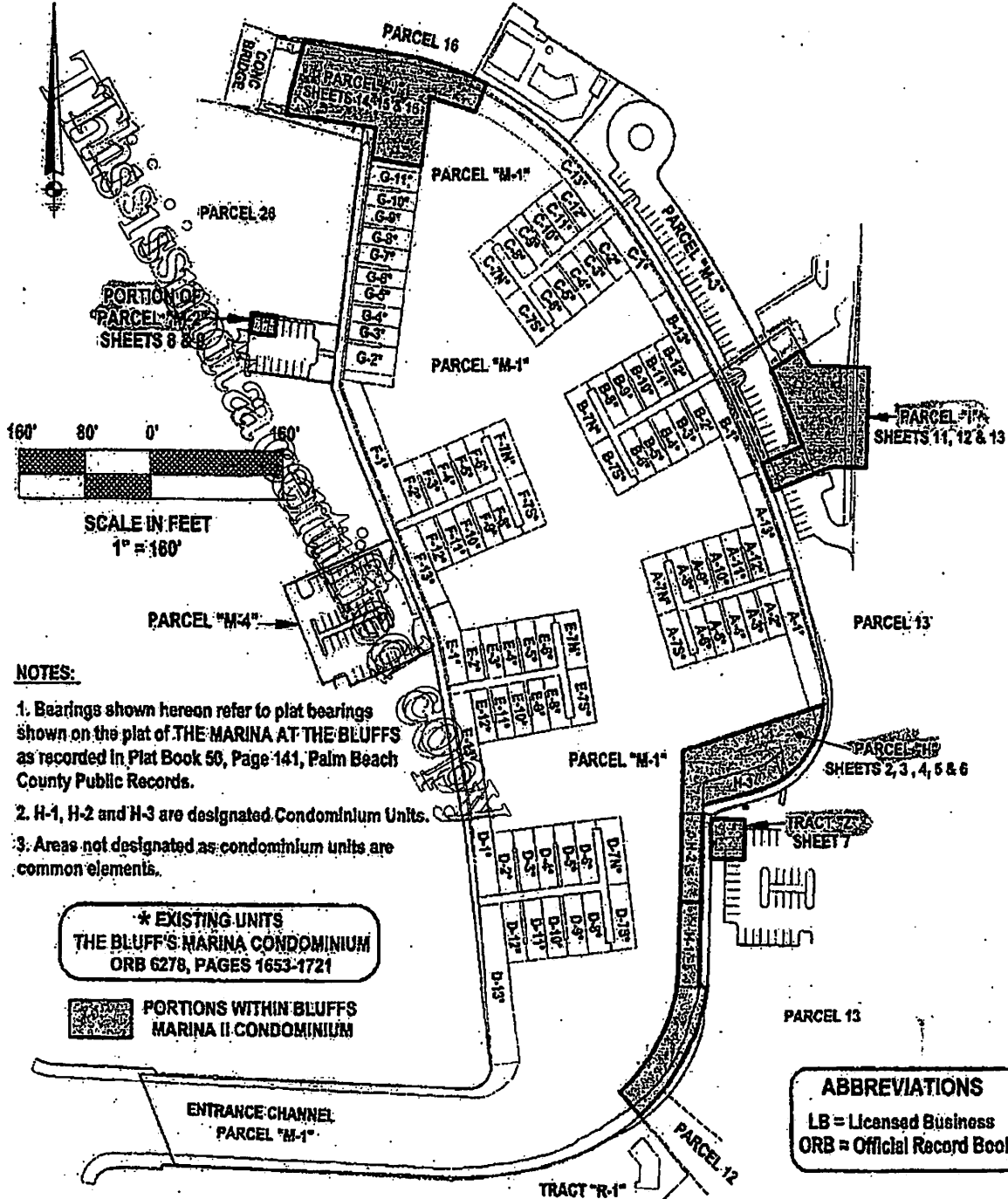
My Commission Expires:





Composite Exhibit "A"

# BLUFFS MARINA PHASE II CONDOMINIUM



**NOTES:**

1. Bearings shown hereon refer to plat bearings shown on the plat of THE MARINA AT THE BLUFFS as recorded in Plat Book 50, Page 141, Palm Beach County Public Records.
2. H-1, H-2 and H-3 are designated Condominium Units.
3. Areas not designated as condominium units are common elements.

**KEY MAP - BLUFFS MARINA PHASE II CONDOMINIUM**

	THIS INSTRUMENT WAS PREPARED BY: DONALD D. DANIELS IN THE OFFICES OF DONALD D. DANIELS, INC. PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE L.B. NO. 4185 FLORIDA CERTIFICATE L.B. NO. 2608 725 NORTH A1A SUITE C111 JUPITER, FL 33477 PHONE (561) 747-8894		SCALE: 1"=160'
			DWG. NUMBER: 06-035.14A
			DATE: March 16, 2009