

Instrument prepared by:  
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**AMENDMENT TO  
The By-Laws of Futura Yacht Club Building "A" Condominium Association, Inc.**

WHEREAS, the Bylaws of the Futura Yacht Club Building "A" Condominium Association, Inc. were duly recorded in Official Records Book 987 at Page 252 of the Public Records of Monroe County, Florida; and

Whereas, at a duly adjourned and conducted Annual Meeting of the membership of the Association held on January 14, 2013, the amendments to the By-Laws as set out in Exhibit A attached hereto and incorporated were approved by a vote of the membership in excess of the required number of votes by the pertinent provisions of said By-Laws.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the By-Laws as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendments as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 29 day of Jan., 2014.  
Futura Yacht Club Building "A" Condominium Association, Inc.

[Signature]  
Witness

BY: David W. Magee  
Office: Pres.

[Signature]  
Witness

By: James W. Sentyz  
Office: Sec.

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 29th day of Jan., 2014 by David Magee the President and James Sentyz the Secretary of Futura Yacht Club Building "A" Condominium Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. Each is personally known to me or has produced a driver's license as identification and did take an oath.

Monica Hane  
Notary Public Signature



"I am a notary public of the State of FL and my commission expires on 8/31/17.(date)"

Monica Hane  
Print notary name

ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the condominium property and to levy and collect assessments for the purposes and in the manner set forth in this Declaration and the Condominium Act. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association.

Assessments not paid when due shall bear interest at the maximum rate allowed by the Condominium Act ~~rate of ten percent (10%) per annum~~ from due date until paid. All expenses, including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of a lien of the Association shall be payable by the unit owner(s). The Association shall have a lien on each condominium parcel for any unpaid assessments against it, together with interest thereon, and expenses, if any, including attorney's fees incidental thereto. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. At time of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same.

Where an institutional mortgagee or a first mortgagee of record, or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure by an institutional mortgagee of such first mortgage, or where an institutional first mortgagee of record or its nominee accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall ~~not~~ be liable to the full extent allowed by the Condominium Act Section 718.116 for the share of common expenses of assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure (such deed shall not be deemed a voluntary conveyance under Section 718.116(1) of the condominium Act). ~~Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners other than the acquirer, its successors and assigns.~~ Any person who acquires the ownership of a condominium parcel, including, without limitation, persons acquiring title by operation of law (except through foreclosure of a first institutional mortgage of record, or deed in lieu thereof, as specifically provided in the immediately preceding paragraph) and purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments ~~to the Developer or to any unit owner or group of unit owners, or to any third party.~~