

This instrument was prepared by:
LILLIANA M. FARINAS-SABOGAL, ESQ.
BECKER & POLIAKOFF, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, FL 33134

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CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
FUTURA YACHT CLUB MARINA
AND BY-LAWS
OF

FUTURA YACHT CLUB MARINA CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of Futura Yacht Club Marina was duly recorded in Official Records Book 1038 at Page 2453 of the Public Records of Monroe County, Florida; and

WHEREAS, the By-Laws of Futura Yacht Club Marina Condominium Association, Inc., (the "Association") was attached as an Exhibit to the aforementioned Declaration of Condominium; and

WHEREAS, Futura Yacht Club Marina Condominium Association, Inc. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened annual meeting of the membership of the Association held on January 12, 2013, the amendments to the Declaration of Condominium and By-Laws as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration of Condominium and By-Laws as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved.

IN WITNESS WHEREOF, we have affixed our hands this 22nd day of January, 2013, at Monroe County, Florida.

Witnesses:

FUTURA YACHT CLUB MARINA
CONDOMINIUM ASSOCIATION, INC.

Kimberly Burtin
Craig Anstaf

By: Mary E. St. Ville
Title: Sec. / Treas.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 22 day of January, 2013, by Mary E. St. Ville, as Sec. / Treas. of Futura Yacht Club Marina Condominium Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known OR
Produced Identification
DL
Type of Identification

sign Maria V. McGlocklin
print _____
My Commission expires:

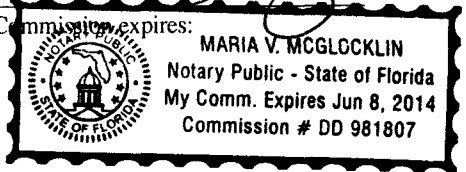


EXHIBIT "A"

AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM
OF
FUTURA YACHT CLUB MARINA, A CONDOMINIUM
AND BY-LAWS
OF
FUTURA YACHT CLUB MARINA CONDOMINIUM ASSOCIATION, INC.

(Additions indicated by underlining; Deletions indicated by ~~striking through~~.)

1. Amendments to Article 8(c)(2) of the Declaration of Condominium and Article 5.05 of the By-Laws to provide as follows:

Declaration of Condominium

8(c)(2) Lien for Assessments. The Association shall have a lien against each Slip for any unpaid assessments and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien in the Public Records of Monroe County stating the legal description of the Slip, the name of the record owner, the amount claimed to be due and the due dates. The lien shall continue in effect for one (1) year unless action to enforce the lien is in commenced in court. Such claims of liens shall be signed and verified by an officer of the Association or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments without thereby waiving any claim of lien. ~~When the mortgagee of a first mortgage of record, or other purchaser of a condominium unit obtains title to the condominium parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the association has been properly named as a defendant junior lien holder, or, as a result of a deed give in lieu of foreclosure, such acquiror of title and his successors and assigns is not liable for the share of common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to the acquisition of title as a result of the foreclosure unless the share is secured by a claim of lien for assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectable all the unit owners, including such acquiror and his successors and assigns. This provision shall apply to mortgage of record and~~

shall not be restricted to first mortgages of record. No one acquiring such title to a condominium parcel as a result of foreclosure, or deed in lieu of foreclosure shall during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Except as otherwise provided by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded First Mortgage, unless the Association's Claim of Lien was recorded before the mortgage. However, the Association's lien for unpaid assessments is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. It is the intention of this provision that any Institutional First Mortgagee ("First Mortgagee") which takes title to a Unit as a result of foreclosure of the mortgage or by a deed in lieu of foreclosure shall be liable for unpaid assessments and other charges that became due prior to the First Mortgagee's acquisition of title in the manner provided in Section 718.116(1)(b), of the Florida Condominium Act (2012), as the same may be amended or renumbered from time to time. If no such limitation exists, then the First Mortgagee shall be liable for unpaid assessments and other charges that became due prior to the First Mortgagee's acquisition of title to the same extent as any other Unit Owner. Such unpaid share of the common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors or assigns. A First Mortgagee acquiring title to a condominium Unit as a result of foreclosure or a deed in lieu thereof, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. The limitations on First Mortgagee liability provided by this paragraph apply only if the First Mortgagee strictly complies with all conditions required by Florida Statutes, Section 718.116, as same is amended or renumbered from time to time. The limitations on the mortgagee's liability shall not apply unless the First Mortgagee joins the Association as a defendant in the foreclosure action.

By-Laws

5.05 Liability for assessments. All unit owners are obligated to pay the common charges assessed by the governing board at the time set forth in these bylaws. No unit owner may exempt himself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. However, no unit owner shall be liable for any assessment for common charges against his unit subsequent to a sale, transfer, or other conveyance by him of such unit made in accordance with the provisions of Section Three of Article Seven of these bylaws. Moreover, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, may, subject to the provisions of these bylaws, convey such unit to the governing board or its designee, corporate

or otherwise, as grantee on behalf of all other unit owners, and such conveyance shall exempt the owner from liability for any common charges assessed thereafter. In all voluntary conveyances of units, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts paid by the grantee. However, any such grantee, or any mortgagee shall be entitled, within ten (10) days after making his request therefore, to a certificate from the governing board, or the managing agent or manager, as the case may be, setting forth the amount of unpaid assessments pertaining to such unit, and in such event, any person other than the grantor who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amounts in excess of the amount stated therein. ~~A mortgagee or other purchaser of a unit at a foreclosure sale shall not be liable for nonpayment of any common charges assessed prior to the date of the foreclosure sale, and such unit shall not be subject to a lien for nonpayment of such charges, unless such common charges were secured by a claim of lien for assessments, that were recorded prior to the recording of the recorded mortgage.~~

2. Amendment to Article 4.07 of the By-Laws to provide as follows:

4.07 Voting. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each unit at all meetings of unit owners. The appointment of any proxy shall be made in a writing filed with the secretary, and shall be revocable at any time by notice in writing to the secretary. ~~No one person may hold more than one (1) proxy.~~ Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage or the sum of the percentages of ownership interest in the common elements assigned to the unit or units owned by him as set forth in the declaration. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

3. Amendments to Articles 5.03 and 5.06 of the By-Laws to provide as follows:

5.03. Collection of assessments. The governing board shall, by suitable written notice, assess common charges against unit owners ~~quarterly,~~ monthly on the first days of ~~January, April, July, and October,~~ each such assessment covering the next succeeding three months. of each month. If any installment remains unpaid for more than ~~ten (10)~~ fifteen (15) days from the date due, the governing board will take prompt action to collect it.

5.06 Default in payment of common charges. Assessments and installments on such assessments paid on or before fifteen (15) days after date when due shall not

bear interest, but all ~~sums~~ assessments or other charges that can be subject to lien that are not paid on or before fifteen (15) days after date when due shall bear interest at the highest rate per annum allowed by law from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of the greater of \$25.00 or 5% of each installment of the assessment or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. This administrative late fee shall be secured by the Association's lien rights. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

4. Amendments to Articles 2.08, 2.09, 4.04, 5.02 and 10.01 of the By-Laws to provide as follows:

2.08 Regular meetings. Regular meetings of the governing board may be held at such times and places as shall from time to time be determined by the board; provided, however that at least three (3) such meetings shall be held during each calendar year. Notice of each regular meeting of the governing board shall be given to each board member personally, or by mail, electronic transmission, telephone, telegraph, or telegraph, at least ten (10) days prior to the date set for such meeting. Any such notice shall state the time, place, and purpose of the meeting. Meetings may be held by conference telephone calls in accordance with the Florida Statutes.

2.09 Special meetings. Special meetings of the governing board may be called by the president, and shall be called by the president or secretary on the written request of at least two (2) board members, or ten (10) days notice to each board member, given personally, or by mail, electronic transmission, telephone or telegraph. Any such notice shall state the time, place, and purpose of the meeting. Meetings may be held by conference telephone calls in accordance with the Florida Statutes ~~when all Directors are included. Minutes of such meetings shall be thereafter signed by all Directors.~~

4.04 Notice of meetings. It shall be the duty of the secretary to mail or send by electronic transmission a notice of each annual or special meeting, stating the purpose, the time, and the place thereof, to each unit owner at least fourteen (14) days prior to such meeting. The mailing sending of the notice in the manner provided in this section shall be considered notice served. However, every such notice will also be posted at the condominium office or the condominium bulletin board at least fourteen (14) days prior to the meeting to which it refers. Notice of any meeting where assessments against unit owners are to be considered for any

reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

5.02 Budget Approval. A copy of the proposed budget will be mailed or sent by electronic transmission to each unit owner not less than ~~thirty (30)~~ fourteen (14) days prior to the meeting at which the budget will be considered by the board together with a notice of the time and place of that meeting. A final budget of common expenses will be adopted by the board at such meeting, subject to the rights of the unit owners provided by law in the case of any budget requiring assessment against the unit owners in an amount exceeding one hundred fifteen (115%) percent of the assessment for the preceding year. Each unit owner will be advised in writing of the amount payable by him during the following year. The meeting shall be open to the unit owners. If the adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding One Hundred Fifteen percent of the assessments for the preceding year, the board, upon written application of ten percent (10%) of the unit owners to the Board shall call a special meeting of the unit owners within ~~thirty (30)~~ days, upon not less than ten (10) days written notice to each unit owner. At the special meeting unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of a majority of all unit owners. The board of Administration may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

10.01 Notices. All notices required or permitted to be sent to the governing board shall be sent by ~~registered or certified~~ U.S. Mail or hand delivery in care of the manager or managing agent, or if there be no manager or managing agent, to the office of the board, or to such other address as the board may, from time to time designate. All notices required or permitted to be sent to any unit owner ~~shall may~~ be sent by ~~registered or certified mail~~ U.S. Mail, electronic transmission or hand delivery to the condominium or to such other address as such owner may have designated in writing to the governing board. All notices to unit mortgagees shall be sent by ~~registered or certified~~ mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units". Notwithstanding anything contained herein, all required or permissive notices from the Association to the owners may be sent by electronic transmission to any unit owner which has consented to receive the same. All notices shall be deemed to have been given when ~~mailed sent~~, except notices of change of address ~~which shall be deemed to have been given when mailed, except notices of change of address~~ which shall be deemed to have been given when received.