

This Instrument Prepared by and Return to:
Raymond A. Piccin, Esq.
Katzman Garfinkel & Berger
5297 West Copans Road
Margate, FL 33063

CERTIFICATE OF AMENDMENTS TO
THE ISLAND CLUB DECLARATION OF CONDOMINIUM

WE HEREBY CERTIFY THAT the attached Amendments to **The Island Club Declaration of Condominium** as originally recorded at **Official Records Book 2661 at Page 142**, et. seq., of the Public Records of Broward County, Florida, were duly adopted in accordance with all statutory and governing document requirements.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of Jan, 2012.

WITNESSES:

THE ISLAND CLUB

Sign Kerry L Stone
Print Kerry L Stone VP

By: Karen S Dyer
Print Name: KAREN S DYER
Title: Secretary

Sign Nancy F. Clifford
Print Nancy F. Clifford

STATE OF FLORIDA)

COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 23 day of Jan., 2012, by KAREN DYER, as Secretary of **THE ISLAND CLUB**, a Florida not-for-profit corporation.

☒ Personally Known

☐ Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign: MAE C. SIMMONS

Print: MAE C. SIMMONS



MAE C. SIMMONS
MY COMMISSION # DD 814609
EXPIRES: September 29, 2012
Bonded Thru Budget Notary Services

Commission expires: _____

AMENDMENTS TO THE ISLAND CLUB DECLARATION OF CONDOMINIUM

Articles 2 and 3.3(e) of The Island Club Declaration of Condominium are amended as follows:

(Deletions indicated by strikeout, additions indicated by double-underlining)
(Text which appears without strikeout or underlining is original text of provision):

2. Definitions. As used in this declaration and the other condominium documents, unless the context otherwise requires:

.18 The Act. Notwithstanding any provisions of the Association's governing documents to the contrary including, but not limited to: The Island Club Declaration of Condominium, as amended; the Articles of Incorporation of the Island Club Association, Inc., as amended, and; the Bylaws of The Island Club Association, Inc., as amended; the Association hereby adopts by reference all current provisions of the Florida Statutes as they exist as of the date of the recording of this amendment, as well as, all future amendments to the Florida Statutes, it being the intent of the Association to be governed by all current provisions of the Florida Statutes, as amended from time to time.

3.3(e). Maintenance and Operation. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association; provided, however, that in the case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefore, and he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association when approved by its board of directors.

3.3(e)(1) The Association's Board of Directors is hereby authorized to assign exclusive use of a boat slip at the Association's docking facilities to the Apartment Owners or to the approved Tenants of the Apartment Owners, based upon a first come, first served basis. Unless otherwise set forth herein, only Apartment Owners who have not leased their respective Apartments, or the Tenants of Apartment Owners whose tenancy has been approved by the Association, are eligible for an exclusive boat slip assignment.

3.3(e)(2) Requests for boat slip assignments must be made in writing on a form approved by the Association's Board of Directors. In the event that all boat slips have been assigned such that there are no vacancies, the Association shall maintain a waiting list for such assignments based upon a first come, first served basis. Once a request for a boat slip assignment has been received, the Board of Directors shall notify the requesting party in writing once a boat slip becomes available in which case the requesting party shall provide proof of exclusive

ownership of their respective seaworthy vessel, proof of the vessel's Florida registration, and proof of liability insurance in an amount to be determined by the Board of Directors naming the Association as an additionally insured party. Unless otherwise permitted herein, Apartment Owners, or their approved Tenants, who do not hold title to a seaworthy vessel to be docked at the Association's docking facilities, are not eligible for an exclusive boat slip assignment. The requesting party shall provide such documentation within the time limits set forth in the Association's Rules and Regulations. Proof of exclusive ownership, demonstrating that such vessel is titled solely in the name of the requesting party, shall consist of a Certificate of Title issued by the State of Florida, a Vessel Inquiry Report issued by the State of Florida, or United States Coast Guard documentation establishing such exclusive ownership. Exclusive ownership of a vessel shall include vessels titled in the joint names of Apartment Owners (or in the case of approved Tenants, the joint names of approved Tenants) and any other residents of the requesting party's Apartment whose residency has been approved by the Association. Apartment Owners or their approved Tenants who do not hold exclusive ownership to a seaworthy vessel are ineligible for a boat slip assignment. However, proof of ownership, Florida registration, and liability insurance is not required to have one's name placed on a waiting list.

3.3(e)(3) In the event an Apartment Owner should lease their respective Apartment, the Apartment Owner shall forfeit their current boat slip assignment with respect to the leased Apartment. However, the Tenant of the Apartment Owner whose tenancy has been approved by the Association may request a boat slip assignment. In the event there are no vacancies at the time of such request, the Tenant's name shall be added to the bottom of the waiting list. Apartment Owners who lease their respective Apartments are ineligible for a boat slip assignment, nor may their names be added to any existing waiting list unless and until the lease with respect to their respective Apartment has terminated in which case the Apartment Owner may request a boat slip assignment and in the event there are no vacancies, their names shall be added to the bottom of the waiting list. In addition, Apartment Owners who have leased their respective Apartments may not utilize any of the boat docking facilities for any purpose whatsoever.

3.3(e)(4) Boat slip assignments are for the exclusive use of the party to whom it has been assigned, and are non-transferrable to subsequent Apartment Owners. All boat slip assignments terminate upon: the sale or transfer of title to an Owner's Apartment; the sale or transfer of title to the approved vessel such that the Apartment Owner, or approved Tenant, no longer holds any ownership interest in such vessel; the sale or transfer of partial title to an approved vessel (except partial sales or transfers of title to an approved resident of the Apartment receiving an exclusive boat slip assignment - whose residency has been approved by the Association) such that the party receiving an exclusive boat slip assignment is no longer the sole title holder of such vessel; the expiration of the vessel's Florida registration, or; the expiration of the liability insurance required herein. All parties who receive a boat slip assignment shall continue to provide current

proof of exclusive ownership of their respective seaworthy vessel, proof of the vessel's Florida registration, and proof of the liability insurance required herein, to the Association as requested by the Board of Directors, from time to time, to ensure that such party continually complies with the terms and conditions of their boat slip assignment.

3.3(e)(5) The Association is hereby authorized to charge a monthly use fee for an exclusive boat slip assignment in the amount set forth in the Association's Rules and Regulations.

3.3(e)(6) Apartment Owners who have not leased their respective Apartments, or their approved Tenants, may request a temporary boat slip assignment for a Guest's seaworthy vessel for up to seventy-two (72) hours. Such requests shall be made in writing on a form approved by the Association's Board of Directors. The Board of Directors may, upon request for re-approval, extend temporary boat slip assignments. Each subsequent renewal period may not exceed seventy-two (72) hours. The Association is hereby authorized to charge a use fee, payable in advance, for each temporary boat slip assignment interval in the amount set forth in the Association's Rules and Regulations. The Apartment Owner and their approved Tenant are jointly and severally responsible for ensuring that such Guest fully complies with all terms and conditions of the Association's governing documents and all other applicable laws, rules, regulations, ordinances, and the like, as well as, for any and all damages sustained by the Association as a result of such Guest's use of the Association's docking facilities and other common areas.

3.3(e)(7) Under no circumstances may any vessel be used for over-night lodging by any persons while such vessel is docked at the Association's docking facilities.

3.3(e)(8) The Board of Directors is hereby authorized to tow any unauthorized, inoperable, or unregistered vessel from the boat slip docking facilities at both the vessel owner and Apartment Owner/Tenant's expense.

Except as proposed above, all other terms and provisions of the The Island Club Declaration of Condominium shall remain unchanged and in full force and effect.

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THE ISLAND CLUB

Sign Kerry L Stone
Print Kerry L Stone VP

By: Karen S Dyer
Print Name: KAREN S DYER
Title: Secretary

Sign Nancy F Clifford
Print Nancy F. Clifford

STATE OF FLORIDA)

COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 23 day of Jan, 2012, by KAREN DYER, as Secretary of THE ISLAND CLUB, a Florida not-for-profit corporation.

1 Personally Known

____ Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign: MAE C. SIMMONS
Print: MAE C. SIMMONS



MAE C. SIMMONS
MY COMMISSION #00814609 expires: _____
EXPIRES: September 29, 2012
Bonded Thru Budget Notary Services

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ownership of their respective seaworthy vessel, proof of the vessel's Florida registration, and proof of liability insurance in an amount to be determined by the Board of Directors naming the Association as an additionally insured party. Unless otherwise permitted herein, Apartment Owners, or their approved Tenants, who do not hold title to a seaworthy vessel to be docked at the Association's docking facilities, are not eligible for an exclusive boat slip assignment. The requesting party shall provide such documentation within the time limits set forth in the Association's Rules and Regulations. Proof of exclusive ownership, demonstrating that such vessel is titled solely in the name of the requesting party, shall consist of a Certificate of Title issued by the State of Florida, a Vessel Inquiry Report issued by the State of Florida, or United States Coast Guard documentation establishing such exclusive ownership. Exclusive ownership of a vessel shall include vessels titled in the joint names of Apartment Owners (or in the case of approved Tenants, the joint names of approved Tenants) and any other residents of the requesting party's Apartment whose residency has been approved by the Association. Apartment Owners or their approved Tenants who do not hold exclusive ownership to a seaworthy vessel are ineligible for a boat slip assignment. However, proof of ownership, Florida registration, and liability insurance is not required to have one's name placed on a waiting list.

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5297 West Copans Road
Margate, Florida 33063
T | 954.486.7774 F | 954.486.7782

Recordings at Law



RAYMOND A. PICCIN, ESQ.
rpiccin@kgblawfirm.com

January 26, 2012

The Island Club Association, Inc.
c/o Rocky Stone, Vice-President
1501 SE 15th Street, #1-4
Fort Lauderdale, FL 33316

***RE: The Island Club Association, Inc.
Matter No.: 30825-007***

Dear Members of the Board,

Enclosed please find the recorded Certificate of Amendments to the Island Club Declaration of Condominium. Recordings in Broward County are now done online so the original Certificate does not contain the recording information. However, the recorded copy of the Certificate enclosed herewith reflects that the Amendments were indeed recorded in **Official Records Book 48471 at Page 1965 of the Public Records of Broward County, Florida.**

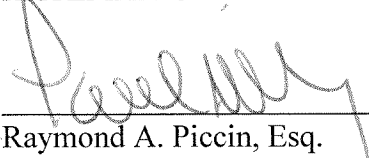
The original Certificate, as well as, the enclosed recorded copy should be placed in safekeeping with the other Official Records of the Association.

Also, it is recommended that the Association provide a copy of the **recorded** Certificate of Amendments to each of the members so they may be put on actual notice of the existence and recordation of same. In any event, the Amendment is effective as of the date of recording and should be enforced accordingly.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

KATZMAN GARFINKEL & BERGER



Raymond A. Piccin, Esq.
Partner

RAP: ce
Enclosure

Please note: Naples, St. Augustine and Boynton Beach locations are satellite offices (by appointment only).

Ft. Lauderdale | Naples | Orlando | St. Augustine | Boynton Beach

KGBlawFirm.com