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SECOND AMENDMENT TO THE DECLARATION
OF CONDOMINIUM AND FIRST AMENDMENT TO THE BYLAWS
FOR CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.

THIS SECOND AMENDMENT to the Declaration of Condominium and First Amendment to Bylaws for CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Association") is made this 4th day of January, 2017.

WHEREAS, the Association originally caused to be filed and recorded at Official Records Book 5954 Page 815, et. seq. of the Public Records of Palm Beach County, Florida, Declaration of Condominium dated February 1, 1989 further amended and filed and recorded at Official Records Book 10487, Page 1543 of the Public Records of Palm Beach County, Florida.

WHEREAS, the Association, through a vote of its members, desires to amend said Declaration of Condominium to provide for the preservation of the values and amenities thus established;

The Declaration of Condominium (hereinafter the "Declaration") shall be amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this Second Amendment to the Declaration and First Amendment to the Bylaws with the exception of sequencing of lettered and/or numbered paragraphs:

1.

X

ASSESSMENTS

The Common Expenses shall be assessed against each Unit Owner, as provided for in the Article VIII of this Declaration. Special Assessments shall be assessed against each Unit Owner as provided in this Declaration and Exhibits attached hereto. Assessments that are unpaid for over ten (10) days after their due date shall bear interest at the rate of eighteen percent (18%) per annum from date due until fully paid. A default in the payment of Assessments for more than thirty (30) days shall cause the Unit Owner's Assessment for the balance of the Association's fiscal year to be immediately due and payable and it shall bear interest at eighteen percent (18%) per annum until fully paid. ~~Upon such thirty (30) day default, the Association shall give prompt notice to the Unit Owner's Institutional Mortgage, if any, of said default.~~

Where the mortgagee of an Institutional Mortgage of record or other purchaser of a Unit obtains title to a Condominium Parcel as a result of foreclosure of the Institutional Mortgage or when an Institutional Mortgage of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the full unpaid share of Common Expenses which became due prior to the acquisition of title as a result of foreclosure unless such share is secured by a claim of lien for Assessments the is recorded in the Public Records of Palm Beach County prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses shall be deemed to be a Common Expense collectable from all the Unit Owners, including such acquirer, his successors and assigns, except as provided in the last paragraph of this Article X. Any institutional mortgagees taking

title to a Unit by way of foreclosure or deed in lieu of foreclosure shall be liable for all unpaid assessments and other monetary obligations consistent with Florida Statute 718, et. seq. as amended from time to time.

Any third party acquiring title to a Unit by way of foreclosure or deed in lieu of foreclosure shall be liable for all unpaid assessments and other monetary obligations consistent with Florida Statute 718, et. seq. as amended from time to time. Any person who acquired an interest in a Unit, ~~except through foreclosure of an Institutional Mortgage of record as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales,~~ shall not be entitled to use of the Unit or enjoyment of the Common Elements until such a 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 any Unit Owner or group of Unit Owners, or to any third party. Anything herein to the contrary notwithstanding, the Association lien rights shall be subordinate to any first mortgage held by an Institutional Mortgage.

2.

XI

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the members of the Association called and convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than two thirds (2/3) of the total eligible votes of the Association, ~~or by written agreement by not less than three fourths (3/4) of the Owners of the Units, or, until a majority of Directors are elected by Unit Owners other than the Developer, this Declaration may be amended by the affirmative vote of a majority of the Directors.~~

All amendments may be recorded in the Public Records of Palm Beach County and certified as required by the Condominium Act and shall become effective upon such recording. No amendment shall change the size or location of any Condominium Parcel, nor a Unit's share of the Common Expense or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the amendment. ~~No amendment shall be passed which will impair or prejudice the rights of any Institutional Mortgagees and priorities of any Institutional Mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgages of Record.~~

3.

XII

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

E. Lease of Units. Units may only be leased or rented to other Unit Owners, to owners of residential property within Casseekey Island, to the owners of other residential property within Jonathan's Landing, or to the Association, and subject to the Association's written approval in all cases. The Association shall never be obligated to lease a Unit or to find a lessee for a Unit. There shall be no sub-leasing or sub-renting of Units, except with the prior written consent of the Association. No portion of a Unit may be rented. All leases shall be on forms approved by the Association and shall provide that the Association the right to terminate the lease upon either Unit Owner or lessee's failure to observe any of the provisions of this Declaration, the Articles and the Bylaws of the Association, applicable rules and regulations, or any other agreement, document or instrument governing the Units. The Owner of a Lot shall be jointly and severally liable with his lessee to the Association to pay any claim for injury or damage caused by negligence of the lessee. Every lease shall be subordinated to any lien filed by the Association whether before or after such lien was entered into. Owner shall comply with all leasing procedures promulgated by the Association and the Association will make and communicate a decision as to the approval or disapproval of such lease application within thirty (30) days of receipt of all completed documentation related to such lease application. The Association's failure to provide a response within such thirty (30) day period, to the extent such failure is not caused by the Owner or prospective lessee, shall result in the application for lease being deemed approved.

H. Mortgage and Other Alienation of Units.

1. A Unit Owner may not mortgage his Unit or any interest therein without the approval of the Association, ~~except to an Institutional Mortgage, as hereinbefore defined.~~ The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form, executed by two officers of the Association after payment of a reasonable fee to the Association for the processing of the approval, which fee shall not exceed fifty Dollars (\$50.00).

2. ~~No judicial sale of a Unit, nor any interest therein, shall be valid unless:~~

~~—— (a) the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser, or~~

~~—— (b) the sale is the result of a public sale with open bidding.~~

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approves.

The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transferring of a Unit Owner's interest by gift, devise or involuntarily or judicial sale.

~~In the event that a Unit Owner dies and his Unit is conveyed or bequeathed to some person other than an owner of residential property in Jonathan's Landing, or if some person other than an owner of residential property in Jonathan's Landing is designated by the decedent's legal representative to receive the ownership of the Unit, or if, under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than such owner of residential property, the Board of Directors shall within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date~~

~~the Association is placed on actual notice of the said devise or descent, express its refusal of the individual or individuals so designated as the owner of the Condominium Parcel.~~

~~When the Board of Directors expresses such refusal, then the members of the Association shall be given an opportunity during thirty (30) days next after the last abovementioned thirty (30) days within which to purchase or to furnish a purchaser for cash for the said Condominium Parcel at the then fair market value thereof or such person or persons, or the legal representative of the deceased owner, may sell the said Condominium Parcel, and such sale shall be subject in all respects to the provisions of this Declaration and Exhibits attached hereto. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the county wherein the Condominium is located upon ten (10) days' notice on the petition of any party in interest. The expense of the appraisal shall be paid by the said designated person or persons or the legal representative of the deceased Owner out of the amount realized from the sale of the Condominium Parcel.~~

~~I. Special Provisions re: Leasing, Mortgaging, or Other Alienation by Certain Mortgagees of Developer:~~

~~1. An Institutional Mortgage holding a mortgage on a Condominium Parcel, upon becoming the Owner of a Condominium Parcel through foreclosure or by deed in lieu of foreclosure, or whoever shall become the acquirer of title at the foreclosure sale of an Institutional Mortgage or of the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Condominium Parcel, without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors. The provisions of Sections A through D of this Article XII shall be inapplicable to such Institutional Mortgagee or acquirer of title, as afore described in this paragraph.~~

~~I. Capital Contribution.~~

~~Upon a party purchasing and acquiring ownership of Unit, excluding transfers of such Unit as a result of death, divorce, or for estate planning purposes only, such new Owner shall be immediately liable and responsible to pay to the Association the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as a one-time capital contribution. Such sum shall be collected and paid at the time of closing of such Unit or other such transfer and be remitted to the Association immediately thereafter. Such capital contribution is not in lieu of but rather in addition to any and all regular and special assessments and/or any other monetary obligations applicable to the Unit.~~

4.

XIII

INSURANCE PROVISIONS

E. Miscellaneous Insurance.

1. Such other insurance as the Board of Directors shall determine from time to time to be desirable.

2. Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring on his own Unit and for purchasing insurance on his own property with coverage amounts of at least \$1,000,000.00 and each policy of insurance shall name the Association as an additional insured.

3. If available, and where applicable, the Board of Directors shall endeavor to obtain policies which provide that the insurer waives the right to subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests.

F. Upon the recording of this Declaration of Condominium, all existing insurance shall be prorated and the Developer shall be reimbursed and pre-paid insurance.

5.

XVIII

MISCELLANEOUS PROVISIONS

J. The "Obligations of Owners" provided by Section 718.303(1), Florida Statutes, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a court action to bring about compliance with the law or this Declaration and Exhibits attached thereto, the Unit Owner so violating shall reimburse the Association for reasonable attorneys' fees and all costs incurred by them in bringing of said action, if the Association is the prevailing party.

6.

XX

USE OF UNITS

The Rules of the Road and the Navigation Laws of the United States, and all state and local rules and regulations apply to all Vessels within and approaching the Condominium Property.

Painting, scraping or repairing of gear shall not be permitted on the Condominium Property. The extent of allowable repairs and maintenance to Vessels within the Condominium Property shall be at the discretion of the Board of Directors. At no time shall any repairs, maintenance or other work performed interfere with other Unit Owners' and/or the Association's regular and expected usage of their Unit or the Condominium Property.

FIRST AMENDMENT TO THE BY-LAWS
OF
CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC.
(An Incorporated non-Profit Association)

1. ARTICLE I

Identity

Section 3. To the extent any references to "Developer" appear in these Bylaws all such references are deemed deleted along with any and all obligations the Association, Membership and/or Board of Directors possess as it relates to the Developer and any such rights bestowed in favor of the Developer as set forth in these Bylaws are hereby deleted and void.

2. ARTICLE II

Membership and Voting Provisions

Section 1. Any application for transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium, shall be accompanied by an application fee in the amount to be set by the Board of Directors to cover the cost of credit report expense, which shall not exceed Fifty One Hundred Dollars (\$50,100.00). No charge shall be made in connection with an extension or renewal of a lease.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of the majority of the Unit Owners entitled to vote, subject to Section 5 of this Article II, shall constitute a quorum. The term "majority" of the Unit Owners entitled to vote shall mean voting members holding ~~fifty one percent (51%)~~ thirty three and one third percent (33.33%) of the votes.

3. ARTICLE V

Directors

Section 2. Method of Election and Organizational Meeting. Election of Directors shall be conducted in the following manner:

~~b. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director to be elected. Nominations, in addition to the committee nominations, may be made from the floor.~~

Section 12. Powers and Duties

g. To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Any such committee shall consist of at least three (3)

members of the Association, one of whom shall be a Director. The Committee or committees have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.

The foregoing powers shall be exercised by the Board of Directors, subject only to approval by Unit Owners when such is specifically required by the Declaration, these Bylaws, and/or the Condominium Act, as amended from time to time.

4.

ARTICLE VIII

Compliance and Default

~~Section 6. Voluntary Arbitration. The Board of Directors of the J.L. Property Owners Association shall conduct voluntary binding arbitration hearings to settle internal disputes arising from the operation of the Condominium Property among Unit Owners, the Association and their agents and assigns. The J.L. Property Owners Association's Board of Directors shall promulgate rules of procedure to govern such binding arbitration hearings and the decision of an arbitrator shall be final. Nothing in this Section 6, however, shall be construed to foreclose parties from proceeding in a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction. All disputes arising from the operation of the Condominium Property among Unit Owners, the Association and their agents and assigns shall be brought in accordance with the procedures set forth in Fla. Stat. 718. et. seq. as amended from time to time.~~

5.

ARTICLE IX

Acquisition of Units

Section 1. Voluntary Sale or Transfer. Upon receipt of a Unit Owner's written notice of intention to sell or lease, as described in Article XII of the Declaration of Condominium, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said notice, or object to the same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XII, without having to obtain consent of the membership thereto. Good cause shall including but not be limited to: i) the Unit is in a state of violation which has not been remedied; (ii) the Unit Owner is delinquent to the Association for certain monetary obligations; (iii) the prospective Unit Owner failed to provide requisite insurance certificate and registration information of vessel; and/or (iv) the prospective Owner's vessel is not of a similar appearance, size and/or quality as other customary vessels located within the Units.

The Board of Directors shall have the further right and duty, where applicable, to designate the Association as being "willing to purchase" upon the proposed terms after adoption of a resolution by the Board of Directors recommending such purchase to the membership. The provisions of Article XII of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

~~Section 2. Acquisition on Foreclosure. At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of not less than sixty percent (60%) of the total votes of the voting members at any regular or special meeting of the Unit Owners wherein said matter is voted upon, acquire in the name of the Association, or its designees, a Condominium Parcel being foreclosed. The term "foreclosure" as used in this section shall mean and include any foreclosure of any lien, excluding a lien for assessments. The powers of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interrupted as any requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of the Unit Owners in order to acquire a Condominium Parcel in the name of the Association, or its designee, at a foreclosure sale held due to the foreclosure of the Association's lien for assessments pursuant to Article X of the Declaration of Condominium to which these By-Laws are attached.~~

6.

ARTICLE X

Amendments to the By-Laws

These By-Laws may be altered, amended or added to by the affirmative vote of a majority of the Directors until a majority of the Directors are elected by Unit Owners other than the Developer thereafter, they may be altered amended or added to at any duly called meeting of the Unit Owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment, which statement of the proposed amendment, which statement shall comply with F.S. 718.112(2)(h). No By-Law shall be revised or amended by reference to its title or number only.

(2) The amendment shall be approved by the affirmative vote of the voting members casting not less than ~~two-thirds (2/3)~~ one-half (1/2) of the total votes of the Unit Owners.

(3) Nonmaterial errors or omissions in the by-law process shall not invalidate an otherwise properly promulgated amendment.

(4) Said amendment shall be recorded and certified as required by the Condominium Act.

[signatures, witnesses, and acknowledgement on following page]

IN WITNESS WHEREOF, the ASSOCIATION has caused this Second Amended to the Declaration and First Amendment to the Bylaws to be duly executed and its corporate seal to be hereunto affixed this 4th day January, ~~2016~~ 2017

CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC., a
Florida not for profit corporation

Signed, Sealed & Delivered
in the presence of:

[Signature]
[Signature]


By: [Signature]
Robert Lippincott III, President Secretary

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

The foregoing Declaration of Condominium was acknowledged before me this day of 4th
January, ~~2016~~ 2017, by Robert Lippincott III as President of CASSEEKEY ISLAND
DOCK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation.

My Commission Expires:
01.14.17

[Signature]
NOTARY PUBLIC
State of Florida

 NICOLE J. DICICCO
MY COMMISSION # EE 834975
EXPIRES: January 14, 2017
Bonded Thru Budget Notary Services

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a
true copy of the record in my office with
no additions, if any as required by law.
THIS 20 DAY OF Jan, 2017
SHARON R. BOCK
CLERK & CONTROLLER
By [Signature]
DEPUTY CLERK