

16. COMPLIANCE AND DEFAULT

Each Slip Owner shall be governed by and shall comply with the terms of the Condominium Documents and the Rules and Regulations adopted pursuant to those documents, and as they may be amended from time to time. Failure of a Slip Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Slip Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of the Declaration shall be enforceable, equitable servitudes and shall run with the land and shall be effective until the Declaration is revoked.

Additionally, the Association shall be entitled to the following relief:

- a. Negligence. A Slip Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Slip Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Slip or its appurtenances, or of the Common Elements, by the Slip Owner.
- b. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Slip Owner or the Association to comply with the terms of the Condominium Documents, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.
- c. No Waiver of Rights. The failure of the Association or any Slip Owner to enforce any covenant, restriction or other provision of the Condominium Act, the Condominium Documents, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.
- d. Compliance. In the event a Slip Owner or tenant fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to suspend voting rights in Association matters, to assess the Slip Owner and the Slip for the sums necessary to put the Slip Owner or Slip in compliance and to collect such Assessments and have a lien therefor as elsewhere herein provided.

17. AMENDMENTS

Except as otherwise provided herein, this Declaration of Condominium may be amended in the following manner:

- a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

- b. Resolution. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- c. Adoption. A resolution shall be adopted in the following manner:
- (1) Board of Directors. Until the first election of all directors of the Association by Slip Owners other than the Developer, proposal of an amendment and approval thereof shall require only the affirmative action of sixty-six (66%) percent of the entire membership of the Board of Directors of the Association, and no meeting of the Slip Owners nor any approval thereof need be had, provided, the amendment does not increase the number of Slips nor alter the boundaries of the Common Elements.
 - (2) Board of Directors and Slip Owners. In addition to the procedure set forth above, a resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Owners of Slips within this Condominium. Slip Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than thirty-three (33%) percent of the Slip Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Slip Owners of this Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Slip Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be by:
 - (a) Not less than sixty-six (66%) percent of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the Slip Owners within this Condominium; or
 - (b) Not less than ninety (90%) percent of the votes of all Slip Owners within this Condominium; or
 - (c) An agreement signed and acknowledged by all Slip Owners within this Condominium in the manner required for the execution of a deed.
- d. Limitations. No amendment shall discriminate against any Slip Owner nor against any Slip or class or group of Slips, unless the Slip Owners so affected shall consent; no amendment shall change any Slip nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the Slip Owner concerned and all Institutional Mortgagees of record of such Slip shall join in the execution of the amendment; no amendment shall make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless all Institutional Mortgagees of record on any of the Condominium Property shall join in the execution of such amendment; no amendment shall make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, unless the Developer shall join in the execution of such amendment.
- e. Execution and Recording. Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary-Treasurer with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Monroe County, Florida.

- f. Developer's Rights. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3), the Developer reserves the right to change the interior designs and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the common elements, except the party wall between any Units and as herein provided, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any Institutional Mortgagee whose mortgage encumbers the said altered Units. The survey shall be certified in the manner required by the Act. If more than one Unit is concerned, the Developer shall apportion between the Units the shares in the common elements appurtenant to the Units concerned, together with apportioning common expenses and common surplus of the Units concerned and such shares of common elements, common expenses and common surplus shall be duly noted in the amendment of the Declaration. Developer reserves the right to amend this Declaration of Condominium, without the consent of the Slip Owners. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not materially affect the rights of unit owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, unit owners, lienors or mortgagees of Units, whether or not elsewhere required for amendments. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Slip Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded.

18. TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

- a. Destruction. If it is determined as provided herein that the damaged area shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement, except as otherwise provided.
- b. Agreement. The Condominium may be terminated at any time by the approval in writing of all Slip Owners and all mortgagees of record of Slips. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than eighty (80%) percent of the Slips, and the approval of all record Owners of mortgages upon the Slips, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Slips of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an Owner of a Slip, or of a mortgage encumbering a Slip, shall be irrevocable until expiration of the aforerecited option to purchase the Slip of Owners not so approving, and if the option to purchase such Slip is exercised, then such approval shall be irrevocable. The option to purchase the Slips not approving of termination shall be exercised upon the following terms:
- (1) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each Owner of the Slips to be purchased an agreement to purchase signed by the Owners of Slips who will participate in the purchase. Such agreement shall indicate which Slips will be purchased by each participating Owner and shall require the purchase of all Slips owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

- ## 19. SLIP NUMBERS

20. SEVERABILITY

By: ROSS E. APGAR, TRUSTEE

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STATE OF FLORIDA

COUNTY OF DADE

Before me, the undersigned authority, personally appeared ROSS E. APGAR, as Trustee of BONEFISH LAND TRUST, who did acknowledge to me that he signed the foregoing Declaration of Condominium of Bonefish Marina, a Condominium, freely and voluntarily, for the purposes stated therein.

WITNESS my hand and official seal this 16th day of August, 1982.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES APR 18 1986
B. J. [illegible] UND.

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866PG2156

LEGAL DESCRIPTION,
SITE PLAN AND
SURVEY

As more particularly described in the survey and site plan prepared by

Campanile & Associates, Inc.
Engineers, Planners and Surveyors
Miami, Florida

Project No. 1095

Dated 3-2-82, Rev. 3-4-82, Rev. 4-23-82

Rev. 5-26-82, Rev. 8-23-82

as attached hereto and made a part hereof.

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LEGAL DESCRIPTION

Portions of "COCO PLUM BEACH", as recorded in Plat Book 4, at Page 166, of the Public Records of Monroe County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 1, Block 5, of said "COCO PLUM BEACH"; thence run due South for 353 feet; thence run due East for 46.73 feet to a point of intersection with the Southwesterly Right-of-Way line of Coco Plum Drive, said point being on a circular curve and bearing S 66°44'28"W from the center of said circular curve; thence run Southeasterly, along said Right-of-Way line, being a circular curve to the left, having for its elements a central angle of 41°12'04" and a radius of 575 feet for an arc distance of 413.48 feet to the Point of Beginning; thence continue Southeasterly and Northeasterly, along said Right-of-Way line, along an extension of the last mentioned circular curve, having for its elements a central angle of 37°03'48" and a radius of 575 feet, for an arc distance of 371.95 feet; thence run S 5°39'56"W for 89.18 feet; thence run N 84°20'04"W for 74 feet; thence run S 5°39'56"W for 260.01 feet; thence run S 46°50'56"W for 279.15 feet; thence run N 37°27'21"W for 173.13 feet; thence run N 5°38'00"E for 380 feet; thence run S 84°22'00"E for 11 feet; thence run N 5°38'00"E for 61.48 feet to the Point of Beginning, lying and being in Monroe County, Florida.

WE HEREBY CERTIFY that the construction of the improvements is substantially complete so that this exhibit together with the provisions of the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of each unit and the common elements can be determined therefrom.

CAMPANILE & ASSOCIATES, INC.

BY: Louis R. Campanile
Louis R. Campanile-President
Registered Engineer No. 10777
Registered Surveyor No. 1224
State of Florida

REV.: 4-23-02 BY: CFW DESIGN: BHA
REV.: 3-4-02 BY: LRC Jr. CHK:

APPROVED: ALC
CHK: LRC JR.

BONEFISH MARINA

ON FAT DEER KEY & CRAWL KEY, MONROE COUNTY, FLORIDA

CAMPANILE & ASSOCIATES, INC.

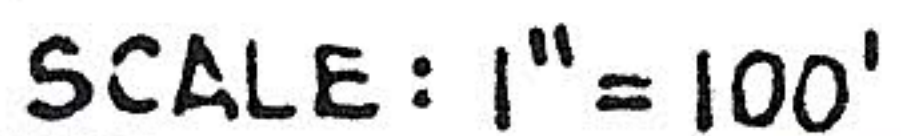
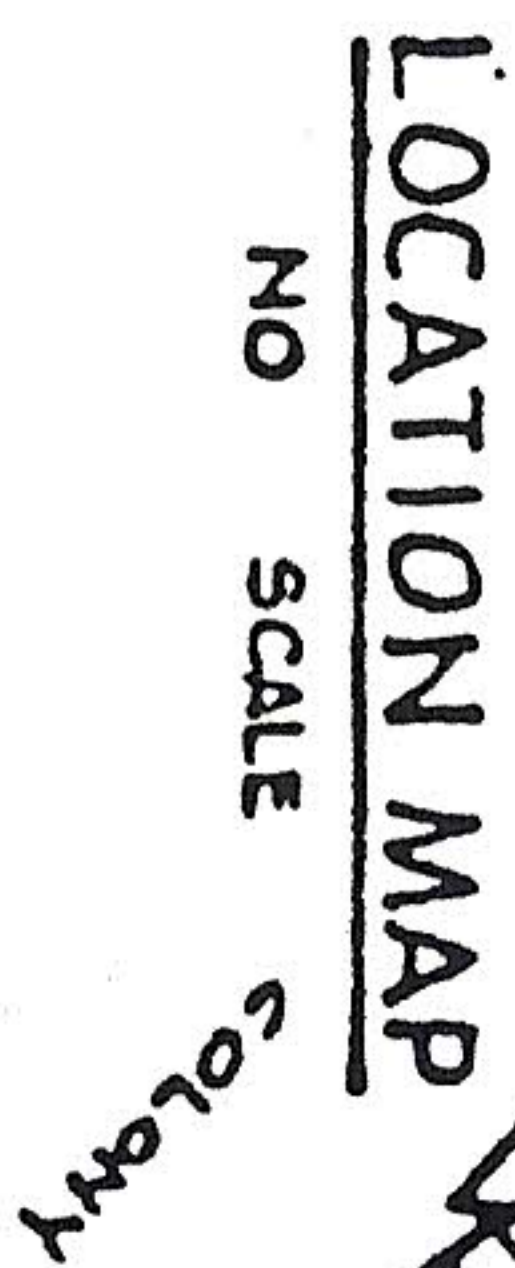
Engineers

Planners

Surveyors

Miami Florida

866-2158



ON FAT DEER KEY & CRAWL KEY, MONROE COUNTY, FLORIDA

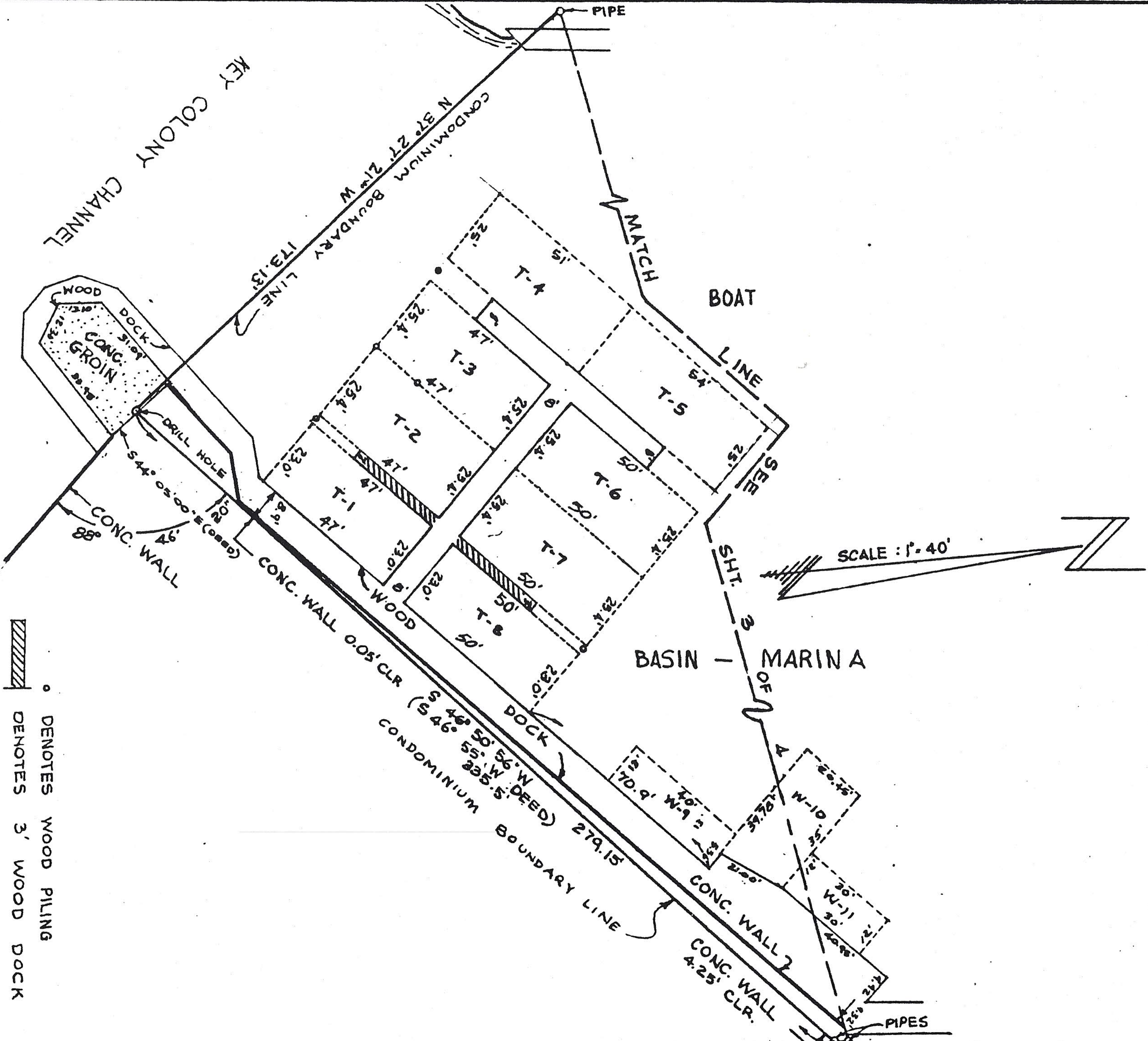
Surveyors

Florida

CHECK: L&C 10'
REV. 4-23-62 BY: CFM Dsg: PHL
REV. 3-2-82 BY: CFM CHK: L&C

OFF REC 866Pc2160

REV. 26MAY82 ADDED D-54, D-55
BY: BHA CHK: LRC JR. APPV: JAL
REV. 23AUG82 CHANGED UNIT #3
BY: LRC JR. CHK: BHA APPV:



BONEFISH MARINA

ON FAT DEER KEY & CRAWL KEY, MONROE COUNTY, FLORIDA

CAMPANILE & ASSOCIATES, INC.

Engineers Planners Surveyors

Miami Florida

EXHIBIT A-5

EXHIBIT A-6

A tract of land in a part of Block 6 and Block 21 of "COCO PLUM BEACH" as recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the N.E. Corner of Lot 1, Block 5 of said "COCO PLUM BEACH" bear South, 353 feet; thence bear East 46.73 feet to the Southerly right-of-way line of Coco Plum Beach Causeway, said point being on a curve having a central angle of $123^{\circ}00'$ and a radius of 575 feet; thence along said curve in a Southerly, Southeasterly and Easterly direction and deflecting to the left, 853.27 feet; thence bear S. $4^{\circ}30'$ W. 448 feet to the POINT OF BEGINNING of the tract of land hereinafter described; thence bear N. $85^{\circ}30'$ W. 64 feet; thence bear N. $4^{\circ}30'$ E., 82 feet; thence bear N. $85^{\circ}30'$ W., 90 feet, more or less, to the back edge of a proposed boat basin; thence bear S. $46^{\circ}55'$ W., 335.5 feet, more or less; thence bear S. $44^{\circ}05'$ E., 401 feet, more or less; thence bear S. $21^{\circ}55'$ W., 28 feet, more or less; thence bear S. $28^{\circ}05'$ E., 80 feet, more or less to a point bearing S. $4^{\circ}30'$ W. from the POINT OF BEGINNING; thence bear N. $4^{\circ}30'$ E., 476 feet, more or less, back to the POINT OF BEGINNING.

EXHIBIT A-7

A tract of land in a part of Block 6 of "COCO PLUM BEACH" as recorded in Plat Book 4, Page 166, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the NE Corner of Lot 1, Block 5 of said "COCO PLUM BEACH" bear South, 353 feet; thence bear East 46.73 feet to the Southerly right-of-way line of Coco Plum Beach Causeway, said point being on a curve having a central angle of $123^{\circ}00'$ and a radius of 575 feet; thence along said curve in a Southerly, Southeasterly and Easterly direction and deflecting to the left, 853.27 feet; thence bear S $4^{\circ}30'$ W 133.03 feet to the POINT OF BEGINNING of the tract of land hereinafter described; thence continue S $4^{\circ}30'$ W 314.97 feet; thence bear N $85^{\circ}30'$ W 64 feet; thence bear N $4^{\circ}30'$ E 82 feet; thence bear N $85^{\circ}30'$ W 80.95 feet; thence bear N $5^{\circ}39'56''$ E 255.87 feet; thence bear S $84^{\circ}20'04''$ E 74 feet; thence bear S $5^{\circ}39'56''$ W 20 feet; thence bear S $84^{\circ}20'04''$ E 66.18 feet to the POINT OF BEGINNING.

EXHIBIT A-8

Portions of "COCO PLUM BEACH" as recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the NE Corner of Lot 1, Block 5 of said "COCO PLUM BEACH" thence run due South for 353 feet; thence run due East for 46.73 feet to the Southwesterly right-of-way line of Coco Plum Beach Causeway, said point being on a curve having a central angle of $123^{\circ}00'$ and a radius of 575 feet; thence run Southeasterly, along said right-of-way line, along a circular curve to the left having for its elements a central angle of $0^{\circ}43'39''$ and a radius of 575 feet, for an arc distance of 7.30 feet to a Point of Intersection with the Northerly extension of the West line of Lot 7, Block 6 of said "COCO PLUM BEACH" said point also being the Point of Beginning; thence continue Southeasterly, along an extension of the last mentioned circular curve, said circular curve having for its elements a central angle of $40^{\circ}28'25''$ and a radius of 575 feet, for an arc distance of 406.18 feet; thence run S $5^{\circ}38'00''$ W for 61.48 feet; thence run N $84^{\circ}22'00''$ W for 11 feet; thence run S $5^{\circ}38'00''$ W 380 feet; thence run S $42^{\circ}58'10''$ W for 21.19 feet; thence run N $44^{\circ}05'00''$ W for 300 feet; thence run due North along the West line of said Lot 7 and along Southerly and Northerly projection thereof, for 523.34 feet to the POINT OF BEGINNING.

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**SHARES OF OWNERSHIP IN COMMON
ELEMENTS, COMMON EXPENSES AND
COMMON SURPLUS**

The owner of a Condominium Parcel shall have an interest expressed in a fraction as follows: the numerator shall be one and the demoninator shall be the maximum number of parcels created upon recording the Declaraion of Condominium and amendments thereto as shown in the survey and site plans attached thereto.

ARTICLES OF INCORPORATION

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State of Florida

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Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC.

filed on June 1st, 1982.

The Charter Number for this corporation is 762224.



CORP 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of June 1982

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC.

JUN 1 9 57 AM '82

DIVISION OF
CORPORATIONS
MIAMI FLORIDA

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, (1981), and certify as follows:

ARTICLE I

NAME:

The name of the Corporation shall be BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC. For convenience this Corporation shall be referred to as the "Association".

ARTICLE II

PURPOSES:

1. The purpose for which the Association is organized is to manage, operate and maintain a condominium, to be known as BONEFISH MARINA, A CONDOMINIUM, hereinafter referred to as the "Condominium(s)".
2. This Association is organized for the purpose of providing a convenient means of administering the Condominium(s) by the owners thereof.
3. The Association shall have no capital stock and shall make no distribution of income or profit to its members, Directors or Officers.

ARTICLE III

POWERS:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:
 - A. To adopt a budget and to make and collect assessments against members to defray the costs of the Condominium.
 - B. To use the proceeds of assessments in the exercise of its powers and duties.
 - C. To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.
 - D. To reconstruct improvements after casualty and construct further improvements to the Condominium property.
 - E. To make and amend rules and regulations respecting the use of Condominium property.
 - F. To approve or disapprove proposed purchasers, lessees, mortgagees and any proposed occupants of a unit who are not part of the unit owner's immediate family.
 - G. To enforce by legal means the provisions of the Condominium Documents, these Articles, the By-Laws of the Association and the Rules and Regulations of the Association.

- H. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the members of the Association.
- I. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7), of the Internal Revenue Code and its regulations as the same may now exist or as they may be hereinafter amended from time to time.
3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.
4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium.

ARTICLE IV

MEMBERS:

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

1. All owners of slips or other condominium units in the Condominium(s) shall be members of this Association, and no other persons or entities shall be entitled to membership. Each unit shall be entitled to one vote.
2. Changes in membership in the Association shall be established by the recording in the Public Records of Monroe County, Florida, of a deed or other instrument establishing a change of record title to a unit in the Condominium and the delivery to the Association of a copy of such recorded instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his slip.

ARTICLE V

DIRECTORS:

1. The affairs of the Association will be managed by a Board of not less than three (3) Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three (3) Directors.
2. Directors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By-Laws. The term "Developer" as used in these Articles and the By-Laws shall mean BONEFISH MARINA DEVELOPMENT CORP., a Florida corporation.
3. The following persons shall serve as Directors until their successors are elected or appointed as provided in the By-Laws:

Alan G. Schmitt 11010 Overseas Highway Marathon
John W. Greenleaf, Jr. 2650 S W 27th Av Miami Fla 33133
Ronald Markham 2790 Bird Av Miami Fla 33133

ARTICLE VI

OFFICERS:

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary-Treasurer, and as many Assistant Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine. Such Officers shall be elected by the Board of Directors from among the Board of Directors at

its first meeting following the Annual Meeting of the members of the Association. Officers shall serve without compensation at the pleasure of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Alan G. Schmitt	11010 Overseas Highway Marathon, Florida 33050
Vice-President	Ross E. Apgar	2790 Bird Avenue Miami, Florida 33133
Secretary-Treasurer	Lauri D. Schmitt	11010 Overseas Highway Marathon, Florida 33050

ARTICLE VII

INDEMNIFICATION:

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The use of any gender shall include all genders where appropriate.

ARTICLE VIII

BY-LAWS:

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by not less than sixty-six (66%) percent of all the Directors until the first election of a majority of Directors by unit owners other than the Developer. Thereafter, the By-Laws may be altered, amended, or rescinded by not less than sixty-six (66%) percent of all the Directors and by not less than fifty(50%) percent members of the Association, in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS:

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. Until the first election of a majority of Directors by members other than the Developer, proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the Board of Directors, and no meeting of the members nor any approval thereof need be had.
3. In addition to the procedure set forth in Section 2 above, a resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise

provided herein, such approvals must be by not less than sixty-six (66%) percent of all the Directors and by not less than seventy-five (75%) percent of the members of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.

4. An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Monroe County, Florida.

ARTICLE X

TERM:

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner in accordance with the Declaration of Condominium of BONEFISH MARINA, A CONDOMINIUM, and subsequently created condominiums. The Association shall be terminated by the termination of the condominium in accordance with the Declaration of Condominium.

ARTICLE XI

SUBSCRIBERS:

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Alan G. Schmitt

11010 Overseas Highway
Marathon, Florida 33050

Ross E. Apgar

2790 Bird Avenue
Miami, Florida 33133

Francis E. Telesca

2650 S.W. 27th Avenue
Miami, Florida 33133

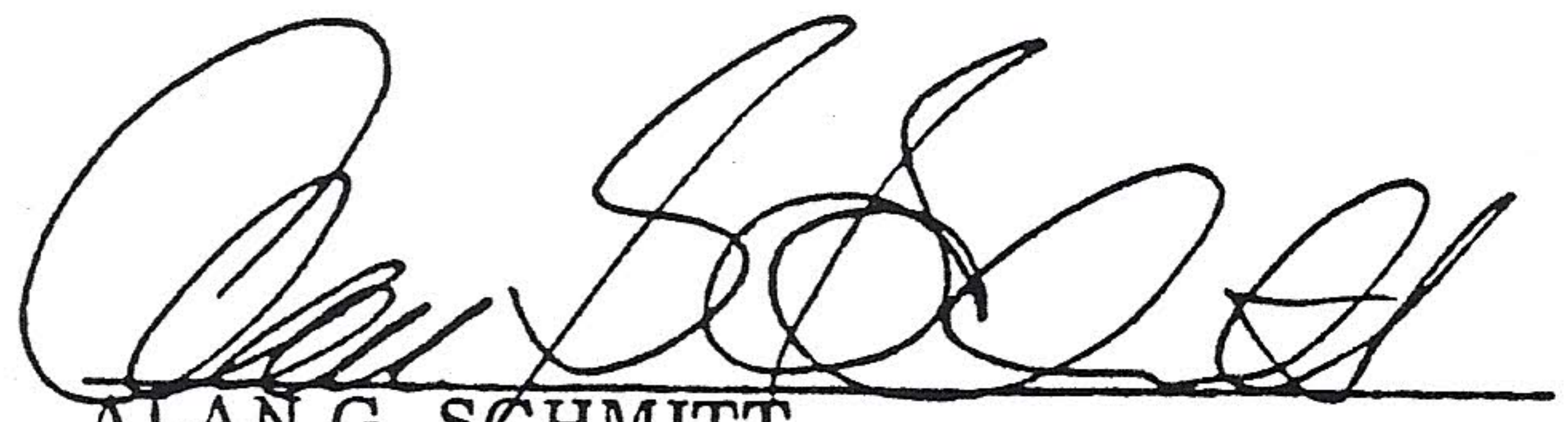
ARTICLE XII

REGISTERED AGENT:

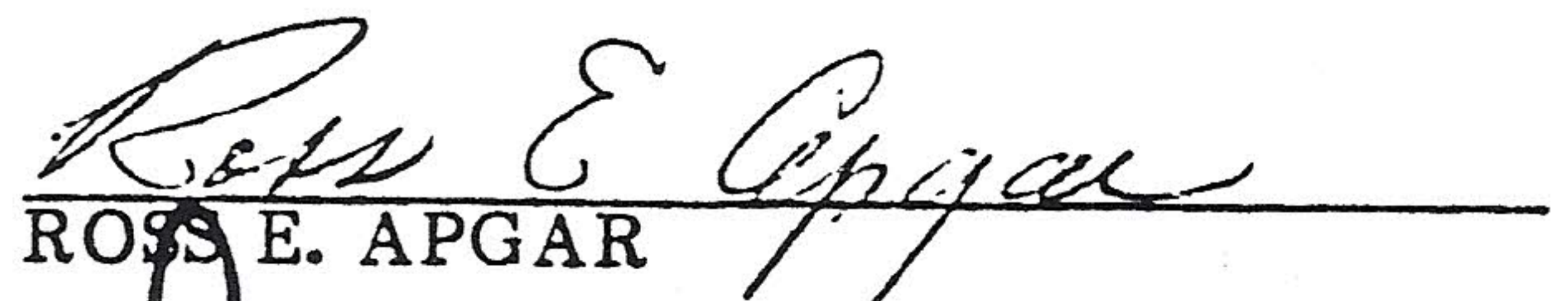
The Corporation hereby appoints ROSS E. APGAR as its Registered Agent to accept service of process within this State. Whose address is 2790 Bird Avenue
Miami, Florida 33133

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this
27th day of May, 1982.


Date signed 24 May 1982


ALAN G. SCHMITT

Date signed 26 May 1982


ROSS E. APGAR

Date signed 27 May 1982


FRANCIS E. TELESKA

STATE OF FLORIDA
COUNTY OF *Monroe*

Before me personally appeared ALAN G. SCHMITT to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 24th day of May, 1982.

Dolores L. Mann
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires July 17, 1983
Bonded By American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF DADE

Before me personally appeared ROSS E. APGAR to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16 day of May, 1982.

Adrienne D. Reed
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 18 1986
BONDED THRU GENERAL INS. UMD.

STATE OF FLORIDA
COUNTY OF DADE

Before me personally appeared FRANCIS E. TELESKA to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of May, 1982.

Luci O. Gonzalez
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 21, 1986
Bonded Thru Troy Fair Insurance, Inc.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC.

1. ARTICLE V, DIRECTORS, Paragraph 2., of the Articles of Incorporation of BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC. is amended to read as follows:

2. Directors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By-Laws. The term "Developer" as used in these Articles and the By-Laws shall mean BONEFISH LAND TRUST (Ross E. Apgar, Trustee).

2. The foregoing amendment was adopted by the Directors of this Association on the 5th day of October, 1982.

IN WITNESS WHEREOF the undersigned President and Secretary of this Association have executed these Articles of Amendment on the 5th day of October, 1982.

Attest:


LAURI D. SCHMITT, Secretary

BONEFISH MARINA CONDOMINIUM
ASSOCIATION, INC.


ALAN G. SCHMITT, President

STATE OF FLORIDA
COUNTY OF DADE

Before me, the undersigned Notary Public, personally appeared the aforesaid ALAN G. SCHMITT and LAURI D. SCHMITT, President and Secretary respectively, of BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC., and they did acknowledge that they executed the foregoing Articles of Amendment to the Articles of Incorporation for the purposes stated therein.

WITNESS this 5th day of October, 1982 at Miami, Florida.


Notary Public

My Commission Expires:

BY-LAWS

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BY-LAWS
OF
BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

1. IDENTITY

These are the By-Laws of BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association", the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida, and subject to the Charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as BONEFISH MARINA, A CONDOMINIUM, and condominium(s) created subsequently hereinafter referred to as the "Condominium(s)". The Association has been organized for the purpose of administering a condominium upon certain lands in Monroe County, Florida.

- A. The office of the Association shall be at 2790 Bird Avenue, Miami, Florida 33133 or at such other place as may be designated by the Board of Directors from time to time.
- B. The fiscal year of the Association shall be the calendar year.
- C. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. MEMBERS' MEETINGS

- A. The annual members' meeting shall be held at such site as may be designated by the Board of Directors on the third Tuesday in March each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
- B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third (1/3) of the membership.
- C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary-Treasurer, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be sent by mail to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting, and the post office certificate of mailing shall be retained in the records of the Association as proof of such mailing. The person giving the notice shall also furnish an affidavit attesting to such mailing. In addition, a notice of the meeting shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting. Members may waive notice of specific meetings and may take action by written agreement without meetings. The Institutional Mortgagee holding the greatest dollar amount of mortgages on the slips and dry docks shall, upon written request, be entitled to receive notice of all members' meetings. Failure to provide such notice shall not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against slip and dry dock owners are to be considered for any reason, at members' meetings, the notice shall contain a statement that assessments will be considered and shall specify the nature of any such assessment.
- D. The percentage of members or voting rights required to make decisions and to constitute a quorum shall be a majority of the owners of each Condominium, with respect to meetings called for the members of each Condominium, and decisions shall be made by owners of a majority of the Condominium Parcels of each Condominium represented at a meeting at which a quorum is present. With respect to issues concerning all Condominiums, a quorum shall be a majority of the owners of all Condominiums, and decisions shall be made by owners of a majority of all of the

Condominium Parcels represented at a meeting at which a quorum is present. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such member for the purpose of determining a quorum. When decisions relate to the individual condominiums, a quorum and voting shall be based on the number of owners within that particular Condominium.

- E. Each slip or other condominium unit shall be entitled to one (1) vote. The vote of the owners of a slip or other condominium unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the slip or other condominium unit and filed with the Secretary-Treasurer of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes, provided, however, a spouse shall be entitled to cast the vote for a condominium slip or other unit owned by husband and wife in the absence of the other spouse.
- F. Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof and must be filed with the Secretary at or before the appointed time of the meeting. In no event shall any proxy be valid for a period of 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 member executing it.
- G. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such member if in an Association meeting.
- H. If any meeting of members cannot be organized because a quorum of owners has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- I. The order of business at annual members' meetings, and as far as practicable at all other members' meetings, shall be:
 - (1) Call to Order.
 - (2) Election of Chairman of the meeting.
 - (3) Calling of the roll and certifying of proxies.
 - (4) Proof of notice of meeting or waiver of notice.
 - (5) Reading and disposal of any unapproved minutes.
 - (6) Report of Officers.
 - (7) Report of Committees.
 - (8) Election of Directors.
 - (9) Unfinished Business.
 - (10) New Business.
 - (11) Adjournment.
- J. For so long as the Developer holds slips or other condominium units for sale in the ordinary course of business, or until the Developer terminates its control of the Association, as provided for herein, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. Further, provided that for so long as the Developer holds slips or other condominium units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:
 - (1) Assessment of the Developer as a slip owner or dry dock owner for capital improvements.
 - (2) Any action by the Association that would be detrimental to the sale of slips or other condominium units by the Developer. An increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of slips or other condominium units.

- K. The term "Developer" as used in these By-Laws shall mean BONEFISH LAND TRUST (Ross, E. Apgar, Trustee), its successors and assigns, particularly including, but in no way limited to, successors through mortgage foreclosure or grantees of deeds in lieu of foreclosure, unless the context otherwise requires.

3. DIRECTORS

- A. The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association excepting an unelected permanent Director appointed by and serving on behalf of the sales and service facility adjoining the Condominium(s), and excepting that the first Board of Directors and their successors appointed by the remaining Directors shall consist of three (3) Directors who need not be members of the Association, and thereafter the membership of the Board shall consist of not less than three (3) nor more than five (5) Directors. Within these limits, the Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members and that the number of Directors may be increased by two (2) for each subsequent Condominium governed by the Association. The provision for the unelected Director shall constitute a covenant running with the land and the purpose of the provision will be to protect and assure the sales and service facility that the integrity and character of the Marina and dry dockage will be maintained in at least like quality and value and that the Condominium property will not be wasted. The Permanent Director shall constitute one of the permissible number designated hereafter.
- B. Election of Directors shall be conducted in the following manner:
- (1) Members of the Board of Directors excepting the Permanent Director shall be elected by a plurality of the votes cast at an annual meeting of the members of the Association. There shall be no cumulative voting. The President may appoint a nominating committee which shall nominate a minimum of one (1) member of the Association for each office coming vacant. This nominating process shall not preclude any member desiring to be a candidate for membership on the Board of Directors from being nominated from the floor. The Unit Owners of each Condominium shall elect two (2) Directors.
 - (2) Vacancies in the Board of Directors may be filled by the remaining Directors subject to the provisions of Paragraph B.(3) of this Article. A Director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed.
 - (3) The Directors named in the Articles of Incorporation shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and such successor Directors need be owners of the Condominium that the prior Director represented. In the event there are no remaining Directors then any such vacancies shall be filled by the Developer. The following percentages shall apply with respect to the total number of units in all Phases until such time as the Developer notifies Slip Owners of the election not to complete the phase(s) provided for in the Declaration of Condominium.
 - (a) At such time as fifteen (15%) percent or more of the slips or other units in a condominium are owned by owners other than the Developer, the owners other than the Developer shall be entitled to elect not less than thirty-three (33%) percent of the members of the Board of Directors of the Association.
 - (b) Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty (50%) percent of the slips or dry docks that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety (90%) percent of the slips or other units that will be operated ultimately by the Association, or when all of the slips or other units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

- (c) The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least one of the slips or other units that will be operated ultimately by the Association.
 - (d) As to the election of Directors pursuant to Subparagraphs (a), (b) and (c) within sixty (60) days after owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the owners for this purpose.
 - (e) Nothing in this subparagraph shall be construed so as to preclude the Developer from relinquishing control of the Board of Directors at any time the Developer may so elect.
- C. At the first election at which all of the members of the Board of Directors are elected by Condominium Owners other than the Developer, the majority of those Directors receiving the most votes shall serve for a two (2) year term and the remaining Directors shall serve for a one (1) year term. Thereafter, each Director's service shall extend for a two (2) year period and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Prior to the first election at which all of the members of the Board of Directors are elected by Owners other than the Developer, the term of office of each Director elected by the members shall extend until the next annual meeting of the members and thereafter until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.
- D. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.
- E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived. Notice of all meetings of the Board shall be posted in a conspicuous place on the condominium property for the benefit of owners at least 48 hours in advance of such meetings, except in an emergency. All meetings of the Board of Directors shall be open to all members of the Association who shall attend as observers unless called upon by the chairman of the meeting to participate.
- F. Special meetings of the Directors may be called by the President and must be called by the Secretary-Treasurer at the written request of thirty-three (33%) percent of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- G. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any Director's attendance at a meeting shall constitute a waiver of the notice of that meeting.
- H. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such Director for the purpose of determining a quorum.

- I. The presiding officer of Directors' meetings shall be the President of the Association. In the absence of the President, the Vice-President shall preside.
- J. Directors' fees, if any, shall be determined by the members of the Association.
- K. Subject to the provisions of Section 1 of this Article, a Director may be removed for cause or for the failure to be either the owner, have an interest therein or, in the event of a corporate ownership, to be an officer or designated agent thereof excepting the Permanent Director. The removal of a Director pursuant to this Section shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose. Subject to the provisions of Section 2 of this Article, any member of the Board of Directors elected by Owners other than the Developer may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all members of the Association. A special meeting of the members of the Association to recall a member or members of the Board of Directors may be called by one-third (1/3) of the members giving notice of the meeting as required for a special meeting of members, and the notice shall state the purpose of the meeting.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but not be limited to the following:

- A. To adopt a budget and to make and collect assessments against members to defray the costs of the Condominium.
- B. To use the proceeds of assessments in the exercise of its powers and duties.
- C. To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.
- D. To reconstruct improvements after casualty and to construct further improvements to the Condominium property.
- E. To make and amend rules and regulations respecting the use of the Condominium property. Such rules and regulations may be promulgated by the Board of Directors at any duly noticed meeting of the Board or of the members.
- F. To approve or disapprove proposed purchasers, lessees, mortgagees and any proposed tenants of a slip or dry dock who are not part of the owner's immediate family, in the manner provided by the Condominium Documents.
- G. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association.
- H. To make and renew the contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or members of the Association.
- I. To pay taxes and assessments which are liens against any part of the condominium other than individual slips and dry docks and the appurtenances thereto, and to assess the same against the owner subject to such liens.
- J. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual slips or dry docks.
- K. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including but not limited to accountants and attorneys.