

**CERTIFICATE OF AMENDMENT  
TO  
THE DECLARATION OF CONDOMINIUM  
OF  
BONEFISH MARINA, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium of BONEFISH MARINA, A CONDOMINIUM was duly recorded in Official Records Book 866 at Page 2124 of the Public Records of Monroe County, Florida; and

WHEREAS, BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened meeting of the Board of Directors of the Association held on 1-2- 2000 and a meeting of the membership of the Association held on January 2, 2000, the Board and the membership approved the amendments to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein was duly approved by votes in excess of that required by the pertinent provisions of the condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 14<sup>th</sup> day of FEBRUARY, 2000 at Monroe County, Florida.

**BONEFISH MARINA CONDOMINIUM  
ASSOCIATION, INC.**

[Signature]  
Witness

[Signature]  
Witness

BY: [Signature] President (Seal)

PRINT: GENE NETHERY

ATTEST: [Signature]

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Feb 2000 by GENE NETHERY the PRESIDENT of BONEFISH MARINA CONDOMINIUM ASSOCIATION, INC. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced ( ) as identification and who did/did not take an oath.

[Signature] (SEAL)  
NOTARY PUBLIC SIGNATURE  
STATE OF FLORIDA AT LARGE

My commission expires:



BETTEANN BAGINSKI  
PLEASE PRINT OR TYPE NOTARY SIGNATURE

1. Amendment to Article 7, Section a(2) of the Declaration of Condominium as follows:

(2) By the Slip Owner. The responsibility of the Slip Owner for maintenance, repair and replacement shall be as follows:

- (a) To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association.
- (b) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- (c) To repair and replace at his expense any portion of the Condominium property which repair or replacement is made necessary by the negligence of the Slip Owner, his guests, tenants or invitees or any repair or replacement necessary because of damage caused by a boat in the Slip Owner's Slip, notwithstanding the fact that such damage may not have been caused by the negligence of the Slip Owner, his tenants, guests and invitees, it being the intention that the Slip Owner shall always be liable for the expense caused by such damage is negligently abused. Said repairs may be made by the Association and assessed by the Owner upon notice to the Slip Owner.
- (d) To promptly pay for water, electric, telephone, cablevision, etc., as may be applicable.

2. Amendment to Article 12, Section o of the Declaration of Condominium as follows:

o. Storm Precaution. During hurricanes and other high velocity wind threat, the Slip Owner shall be responsible for following all reasonable safety precautions, including but not limited to such safety precautions, warnings and orders as may be issued by any governmental body or agency that may be outlined by the Miami Hurricane Center. If a Slip Owner's boat or any other boat authorized to occupy a Slip sinks as a result of a storm, or for any other reason, the Slip Owner must remove the sunken boat from the Condominium Property within five (5) days after the occurrence of such event or else the Association may remove the same and impose a special assessment against the Slip Owner.