

Record and Return to: Jane L. Cornett Becker & Poliakoff, P.A. 401 SE Osceola St., Suite 101 Stuart, FL 34994 CFN 20160046042
UR BK 28095 PG 1328
RECORDED 02/09/2016 16:18:32
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1328 - 1334; (7pgs)

THIS SPACE FOR RECORDER'S USE

CERTIFICATE OF AMENDMENT DECLARATION OF CONDOMINIUM OF NAUTICAL WAY AT ADMIRAL'S COVE, A CONDOMINIUM

The Declaration of Condominium for Nautical Way at Admiral's Cove was recorded in the Public Records of Palm Beach County, Florida, at Official Records Book 6964, Page 1747 et.seq. and amended at Official Records Book 8586, Page 387 et.seq., and at Official Records Book 10423, Page 1072 et.seq. The same Declaration of Condominium is hereby amended as approved by the members at a special meeting held on December 18, 2015.

1. Article XII, subparagraph E. is hereby amended as follows:

XII

INSURANCE

- E. INSURANCE OF INDIVIDUAL UNIT OWNERS. Each individual Unit Owner must obtain additional insurance at his own expense, provided, however, that:
- 1. Such policies shall contain waivers of subrogation by the insurer as to any claims against the other Unit Owner (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, and any Manager and their respective servants, agents and guests; and
- 2. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf o the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII A hereof.
- 3. Each Unit Owner's individual policy shall insure against damage caused by seepage or slow leaks including mold, damage to drywall around windows and damage to contents with coverage for rebuilding to code.
- 4. Hurricane Insurance. The Board shall determine a minimum amount of insurance coverage that must be maintained by each Unit Owner.

2. Article XIV, subparagraph B. is hereby amended as follows:

XIV

USE AND OCCUPANCY RESTRICTIONS

B. No animals, livestock or poultry of any kind shall be raised, bred or kept within any portion of any Unit, except any pet approved by a vote of a majority of all Unit Owners. If any approved animal referenced above causes unreasonable problems or annoyance to other Unit Owners, the Unit Owner in whose Unit such animal is kept shall immediately cause the problem to be corrected and, if the problem is not corrected after written notice from the Condominium Association, the Unit Owner shall no longer be permitted to keep the animal in his Unit and may be required, at the Condominium Association's sole discretion, to take such other steps as the Condominium Association shall direct. No pets shall be permitted upon any portion of the Common Elements at any time except for dogs and cats identified in above, which shall be kept under leash at all times while within the Common Elements. No pet shall be kept, bred or maintained within a Unit for any commercial purpose.

3. Article XV is hereby amended as follows:

XV

MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- A. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
- 1. Except as specifically provided in Article IV and Article XV A 2 hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of the Condominium Act and other applicable condominium laws of the State of Florida) and the duty and responsibility to maintain all portions of the Common Elements and Limited Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements and Limited Common Elements.
- 2. Each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain:
- (i) any piping, ducts, wiring, cables, conduits, utility lines, air-conditioning compressors or elevators located outside the boundaries of his Unit which serve only his Unit;
 - (ii) any fireplace, flue or chimney connected to his Unit;

- (iii) any mechanism by which a garage door attached to his Unit is lowered or raised; and
 - (iv) any shutters installed by a Unit Owner.
- (v) any damage to drywall or framing surrounding any window due to seepage or leaking.

B. IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

- 1. Except as provided in Article XXI hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of the Condominium Act and other applicable condominium laws of the State of Florida) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing), and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.
- 2. No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten percent (10%) of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless authorized by the Board of Directors and ratified by: (i) not less than sixty-seven percent (67%) of the total vote of all Unit Owners; and (ii) by Developer so long as Developer holds for sale in the ordinary course of business any Units. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense.
- 3. No person or entity other than the Owner of the Unit to which a particular Limited Common Element is appurtenant shall make or contract for any improvement, alteration or addition to such Limited Common Element. Moreover, the Owner of the Unit to which a particular Limited Common Element is appurtenant shall not make or contract for any improvement, alteration or addition to such Limited Common Element without the prior written consent of the Condominium Association in accordance with the requirements of Articles IV B 4 and XXI hereof. If any Unit Owner shall make or contract for any improvement, alteration or addition to any Limited Common Element without the prior written consent of the Condominium Association or violate any terms, condition or provision pursuant to which authority to make

such improvement, alteration or addition was granted, Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

- 4. Notwithstanding the foregoing, the rights of Developer pursuant to this Declaration of Condominium shall supersede any rights given pursuant to the provisions of this Article XV B.
- C. HURRICANE PROTECTION. In the purpose of protection of the Units and Common Elements, the following requirements apply.
- 1. The Board of Directors shall, from time to time, establish and specify the methods and procedures appropriate for hurricane protection. The Board may set minimum standards and may also specify upgrades which may be elected and installed at the option of each owner.
- 2. The Board may provide a mechanism for reasonable reimbursement to Unit Owners for certain specified costs relative to installation of hurricane protection. Such reimbursement may be paid from accumulated reserve funds. Should a Unit Owner choose an upgraded option as provided in subsection 1 of this Section C, that Unit Owner will be responsible for any incremental costs above the Association's specific allowance.
- 3. The Board shall determine a minimum amount of insurance coverage that must be maintained by each Unit Owner.

4. Article XXVI is hereby amended as follows:

XXVI

DOCKS

With the prior written consent of the Condominium Association and the Property Owners Association, which consent may be withheld by either or both of such entities in their sole and absolute discretion, Unit Owners may individually and/or jointly obtain licenses from the Admiral's Cove Master Property Owners Association, Inc. and the Condominium Association to construct, maintain and/or use private docks containing one (1) but not more than four (4) wet slips, all located on the waterways adjacent to the Condominium Property, subject to limitations set forth in the Declaration of Covenants and the rules and regulations promulgated by the ADR Committee (as defined in Article XXI hereof) as to size, type, location and number thereof, and provided further that such docks and all other improvements are subject to and must comply with all federal, state, county and local statutes, laws, ordinances, rules and regulations regarding the same. There can be no assurances that such requirements will then permit or authorize the installation of a dock as aforesaid. The Property Owners Association shall have the right to adopt from time to time and to enforce rules and regulations respecting the licensing, use, maintenance,

insurance and/or transfer of any such dock and slip within such dock to a Unit Owner. The Condominium Association shall have the right (a) to adopt from time to time and to enforce rules and regulations respecting the location and maintenance of, utility lines to and access to, such dock, provided that such rules and regulations are subject and subordinate to the rights of the Property Owners Association and the Declaration of Covenants, and (b) to grant easements over the Common Elements as are necessary for the construction and maintenance of utility pipes and lines from a particular Unit to a dock. No Unit Owner may be granted a license to use more than one (1) wet slip at any time. All costs associated with docks will be paid for by the Unit Owner holding the Dock License Agreement.

- 5. The foregoing amendments to the Declaration Condominium were adopted by the members by a vote sufficient for approval.
- 6. All provisions of the Declaration of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by

its President, its Secretary and its corporate seal affixed this 26 day of 700000, 2016. WITNESSES: Nautical Way at Admiral's Cove Condominium Association, Inc. Witness #1 Signature Alfred Pill, President Mathew Witness #1 Printed Name

MATHEN SETLER

Corporate Seal

STATE OF FLORIDA COUNTY OF 1 Beef	
The foregoing instrument was acknowledged before me this 26 day of as President of Nautical Way at Admiral's Cove Condominium Associa me or [] who has produced identification [Type of Identification:	, 2016 by Alfred Pill ion, Inc., [v] who is personally known to
Notary Seal Notary Seal Notary Seal Notary Public State of Florida David Cockrum My Commission EE 184146 Expires 03/28/2016 Notary Pu	olic
STATE OF FLORIDA COUNTY OF PAGE S	
The foregoing instrument was acknowledged before me this day Uhlmann as Secretary of Nautical Way at Admiral's Cove Condominium known to me or [and who has produced identification [Type of Identification Produced identification [Type of Identification David Cockrum]	Association, Inc., [> who is personally
Notary Seal My Commission EE 184146 Expires 03/28/2016 Notary Pu	olic
<u>CERTIFICATE</u>	
Nautical Way at Admiral's Cove Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Condominium, a copy of which is attached hereto, were duly and regularly approved by the members at the special meeting held December 18, 2015.	
IN WITNESS WHEREOF, the undersigned has caused these president, its Secretary and its corporate seal affixed this 26 day of	
Associati	Way at Admiral's Cove Condominium on, Inc.
Witness #1 Signature By: Alfred Pi	ll, President
Mathew Seiler Witness #1 Printed Name Laur K. Santino	
Karen K. Santino Witness #2 Signature KAREN K. SANTINO	
Witness #2 Printed Name	

Witness #1 Signature By:	
Witness #1 Printed Name Witness #2 Signature	
Witness #2 Printed Name Corporate Seal	
STATE OF FLORIDA COUNTY OF Pala Beau 9	
The foregoing instrument was acknowledged before me this 2/2 day of	
Notary Seal STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged before me this 26 day of	
Notary Seal Notary Public State of Florida David Cockrum My Commission EE 184146 Expires U3/28/2016 Notary Public	

ACTIVE: N18347/338739:8031503_1