

# 737612

THE OFFICES OF  
BRUDNY & RABIN, P.A.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
00 JUN 19 PM 12: 04

June 15, 2000

Secretary of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, FL 32314

Re: Certificate of Amendment to Articles of Incorporation of  
Yacht and Tennis Club Association, Inc.

300003295833--9  
-06/19/00--01121--005  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

Gentlemen:

Please find enclosed the original of a Certificate of Amendment to the Articles of Incorporation of Yacht and Tennis Club Association, Inc., which I would appreciate your filing. My check in the amount of \$35.00 is enclosed herewith.

Also enclosed is a copy of the Certificate which I would appreciate your stamping and returning to me for my records.

Thank you for your assistance in this matter, and if you have any questions, please do not hesitate to contact me.

Sincerely,



Bennett L. Rabin

BLR/dls  
Enclosures

443\secretary0.615

*Gloria Jozal gave Authorization  
to correct the current name.  
6/28 JB*

*Amend*

V. SHEPARD JUN 28 2000

Prepared By and Return to:  
Michael J. Brudny, Esquire  
Brudny & Rabin, P.A.  
4830 W. Kennedy Blvd., Suite 985  
Tampa, Florida 33609

00-168596 JUN- 7-2000 3:51PM  
PINELLAS CO BK 10937 PG 991



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
00 JUN 19 PM 12:04

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION  
AND BYLAWS  
OF YACHT AND TENNIS CLUB ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of Yacht and Tennis Club Association, Inc. (the "Association") held on May 10, 2000, in accordance with the requirements of the applicable Florida Statutes and the condominium documents, Amendments to Article III, Section 9 of the Articles of Incorporation and Article IV, Subsections (g) and (h) of the Bylaws of Yacht and Tennis Club Association, Inc., attached hereto as Exhibit A, were duly adopted by the membership. The Articles of Incorporation and Bylaws were originally recorded as exhibits to the Declarations of Condominium for the following five Condominiums, and are recorded in the Public Records of Pinellas County, Florida as follows:

The Weatherly, a Condominium	-	Official Records Book 4519, Page 1429
The Courageous, a Condominium	-	Official Records Book 5021, Page 1659
The Intrepid, a Condominium	-	Official Records Book 4882, Page 1862
The Constellation, a Condominium	-	Official Records Book 4685, Page 996
The Heritage, a Condominium	-	Official Records Book <u>5303</u> , Page <u>2023</u>

IN WITNESS WHEREOF, YACHT AND TENNIS CLUB ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 18th day of May, 2000.

YACHT AND TENNIS CLUB  
ASSOCIATION, INC.

By: \_\_\_\_\_

Signature

RICHARD E. JOES, PRESIDENT  
Printed Name and Title 5/12/00

Signature of Witness #1

JAMES J. HESTER

Printed Name of Witness #1

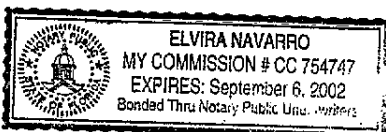
Signature of Witness #2

James A. Goebel

Printed Name of Witness #2

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 18th day of MAY, 2000, by RICHARD JOES as PRESIDENT of YACHT AND TENNIS CLUB ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



Elvira Navarro  
Notary Public

Printed Name

ADOPTED AMENDMENTS TO ARTICLES OF INCORPORATION  
AND BYLAWS OF YACHT AND TENNIS CLUB ASSOCIATION, INC.

The following are adopted amendments to the Articles of Incorporation and Bylaws of Yacht and Tennis Club Association, Inc., originally recorded in the public records as noted on the Certificate of Amendment attached hereto.

Item No. 1: A new Section 9 of Article III of the Articles of Incorporation is hereby added to read as follows:

ARTICLE III

POWERS AND DUTIES

The powers of the Club Association shall include and be governed by the following provisions:

\* \* \*

Section 9. The Club Association shall have the authority, if otherwise permitted by law and the State of Florida, to operate and manage the marina property adjacent to the Recreation Area, including holding title to improvements and unlicensed boat slips within this area, entering a Submerged Land Lease with the State of Florida, and taking all actions necessary or appropriate to meet its obligations under the agreements and other documents relating to the marina. The following provisions shall apply to the Club Association in connection with the exercise of its powers and duties in connection with the marina property, in addition to any rules and regulations adopted by the Board of Directors on this subject:

(a) The "Recreation Area Expenses" to be paid by members of the Club Association under the Recreation Area Agreement and the governing documents of the Club Association will also include the expenses incurred by the Club Association in fulfilling its obligations under the Submerged Land Lease and the other documents and agreements relating to the operation of the Marina.

(b) With regard to boat slips that are not subject to license agreements from time to time, the Club Association shall have the authority to enter short-term or long-term license agreements with persons eligible for such purposes. The Club Association shall also have the power to adopt and amend reasonable rules and regulations regarding such license agreements and other aspects of the operation of the Marina and the exercise of the Club Association's powers and duties.

(c) As part of the Club Association budget, the Board of Directors is to include the estimated income and expenses associated with the boat slips that are not subject to long-term licenses to third parties. The Club Association shall be responsible for payment of its portion of the expenses relating to the Marina for these slips, under the terms and conditions of the long-term Boat Slip License Agreements, as these may be revised from time to time. The Club Association will also be entitled to all income received from license agreements that it enters with regard to such slips.

(d) A separate budget is to be adopted annually by the Club Association for the Marina operations, to be paid periodically as determined by the Board, including all expenses for maintenance, repair and replacement of all improvements; rent or other sums due pursuant to the Lease as it may be amended

from time to time; insurance on the operations and property in the Marina as determined to be appropriate by the Board; common utility costs related to the Marina; reasonable reserves, as determined in the discretion of the Board, for deferred maintenance or replacement, lease renewal, and removal of improvements in the event the Lease is terminated; and other related expenses, including but not limited to security, management, legal, accounting, administrative and engineering fees and expenses. Such budget amount shall be allocated among all boat slips in the manner provided for in the long-term Boat Slip License Agreements, as amended from time to time. In the event such budget proves to be insufficient for any reason, it may be amended at any time by the Board, or the Board may adopt a special assessment to cover unbudgeted or unanticipated expenses. At least 14 days written notice shall be provided to all boat slip licensees of any Board meeting where assessments will be considered, except in the case of an emergency. Notice shall be deemed to have been given when mailed to the last-known address of the licensees.

(e) The Club Association may assign, in whole or in part, its property rights, and its duties and its rights under this section of the documents and the submerged land lease, to another entity that is established for the purpose of operating and maintaining the Marina area, under such terms and conditions as are determined to be appropriate by the Board of Directors of the Club Association. In such event, the members of the Club Association may be relieved, in whole or in part, from any further ownership interest or responsibility in connection with the Marina, the submerged land lease, and the boat slips.

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Item No. 2: New Subsections (g) and (h) of Article IV of the Bylaws is hereby added to read as follows:

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Club Association existing under Section 617.021 Florida Statutes, 1975, the Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Recreation Area owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, to-wit:

\* \* \*

(g) The Club Association shall have the authority, if otherwise permitted by law and the State of Florida, to operate and manage the marina property adjacent to the Recreation Area, including holding title to improvements and unlicensed boat slips within this area, entering a Submerged Land Lease with the State of Florida, and taking all actions necessary or appropriate to meet its obligations under the agreements and other documents relating to the marina. The following provisions shall apply to the Club Association in connection with the exercise of its powers and duties in connection with the marina property, in addition to any rules and regulations adopted by the Board of Directors on this subject:

1. The "Recreation Area Expenses" to be paid by members of the Club Association under the Recreation Area Agreement and the governing documents of the Club Association will also include the expenses incurred by the Club Association in fulfilling its obligations under the Submerged Land Lease and the other documents and agreements relating to the operation of the Marina.

2. With regard to boat slips that are not subject to license agreements from time to time, the Club Association shall have the authority to enter short-term or long-term license agreements with persons eligible for such purposes. The Club Association shall also have the power to adopt and amend reasonable

rules and regulations regarding such license agreements and other aspects of the operation of the Marina and the exercise of the Club Association's powers and duties.

3. As part of the Club Association budget, the Board of Directors is to include the estimated income and expenses associated with the boat slips that are not subject to long-term licenses to third parties. The Club Association shall be responsible for payment of its portion of the expenses relating to the Marina for these slips, under the terms and conditions of the long-term Boat Slip License Agreements, as these may be revised from time to time. The Club Association will also be entitled to all income received from license agreements that it enters with regard to such slips.

4. A separate budget is to be adopted annually by the Club Association for the Marina operations, to be paid periodically or quarterly as determined by the Board, including all expenses for maintenance, repair and replacement of all improvements; rent or other sums due pursuant to the Lease as it may be amended from time to time; insurance on the operations and property in the Marina as determined to be appropriate by the Board; common utility costs related to the Marina; reasonable reserves, as determined in the discretion of the Board, for deferred maintenance or replacement, lease renewal, and removal of improvements in the event the Lease is terminated; and other related expenses, including but not limited to security, management, legal, accounting, administrative and engineering fees and expenses. Such budget amount shall be allocated among all boat slips in the manner provided for in the long-term Boat Slip License Agreements, as amended from time to time. In the event such budget proves to be insufficient for any reason, it may be amended at any time by the Board, or the Board may adopt a special assessment to cover unbudgeted or unanticipated expenses. At least 14 days written notice shall be provided to all boat slip licensees of any Board meeting where assessments will be considered, except in the case of an emergency. Notice shall be deemed to have been given when mailed to the last-known address of the licensees.

(h) The Club Association may assign, in whole or in part, its property rights, and its duties and its rights under this section of the documents and the submerged land lease, to another entity that is established for the purpose of operating and maintaining the Marina area, under such terms and conditions as are determined to be appropriate by the Board of Directors of the Club Association. In such event, the members of the Club Association may be relieved, in whole or in part, from any further ownership interest or responsibility in connection with the Marina, the submerged land lease, and the boat slips.

END OF ADOPTED AMENDMENTS

Exhibit "A" to Certificate of Amendment

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA  
20150305 06-07-2000 15:52:24 MRP  
51 CIT-YACHT & TENNIS CLUB  
0000000000  
IH: BK: SPG: EPB:  
RECORDING 004 PAGES 1 \$19.50  
TOTAL: \$19.50  
P CHECK AMT. TENDERED: \$19.50  
CHANGE: \$ .00  
BY \_\_\_\_\_ DEPUTY CLERK