



**CERTIFICATE OF AMENDMENT
TO THE
BY-LAWS OF
OUTRIGGER HARBOUR YACHT CLUB, INC.**

The By-Laws for Outrigger Harbour Yacht Club, Inc., have been recorded in the public records of Martin County, Florida at Official Records Book 2357, Page 2518, et. seq. and amended at OR Book 2727, Page 2243, et. seq. Outrigger Harbour Yacht Club, Inc., by its duly authorized officers, hereby certifies that the Amendment to these By-Laws was approved by the Board of Directors at a duly convened Board Meeting held on September 22, 2017, and by the membership at their Special Members Meeting held on September 22, 2017.

1. Article IV.A.1 is amended to read as follows:

A. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agent, contractors or employees, subject only to approval of Boat Slip and the Commercial Unit owners when such is specifically required. Such powers and duties shall be exercised in accordance with the documents herein before stated, and shall include, but not be limited to the following:

1. Making, establishing, amending and enforcing reasonable rules and regulations governing Outrigger Harbour Yacht Club in accordance with the Amended and Restated Declaration.

Notwithstanding the foregoing, the use of, or rights specifically granted to the owners of Units 24 and 25 by the amendments to the Amended and Restated Declaration of Covenants and Restrictions for Outrigger Harbour Yacht Club adopted and recorded on the same date as this amendment, may not be amended or changed without the consent of the owner(s) of said units, so long as the owner of the property known as Dolphin Bar & Shrimp House shares a common manager, principal, officer, owner, member, director, tenant, or operator as the owner(s) of such Marina Share Certificates.

(The balance of Article IV remains unchanged)

2. The foregoing amendment to the By-Laws of Outrigger Harbour Yacht Club, Inc. was adopted by the board by a vote sufficient for approval at a Board Meeting held on September 22, 2017 and at the Special Members Meeting held on September 22, 2017.

3. The adoption of this amendment appears upon the minutes of said meetings and is unrevoked.

4. All provisions of the By-Laws of Outrigger Harbour Yacht Club, Inc., 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 Vice President and its corporate seal affixed this 4th day of October, 2017.

WITNESSES AS TO PRESIDENT:

OUTRIGGER HARBOUR
YACHT CLUB, INC.

Ilyssa Steinlaft
Printed Name: Ilyssa Steinlaft

By: James Scarola
JAMES SCAROLA, President



Madeline Jones
Printed Name: Madeline Jones

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on October 3, 2017, by James Scarola, as President of Outrigger Harbour Yacht Club, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FLDL].

Notarial Seal

Kathryn A. Klug
Notary Public



WITNESSES AS TO VICE
PRESIDENT:

OUTRIGGER HARBOUR
YACHT CLUB, INC.

Madeline Jones
Printed Name: Madeline Jones

By: Jane Siegel
Jane Siegel, Vice President

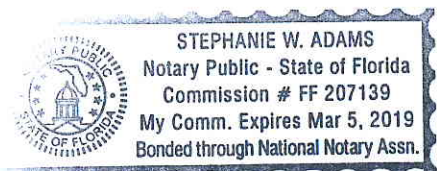
Kim Hauck
Printed Name: Kim Hauck

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on October 4th, 2017, by Jane Siegel, as Vice President of Outrigger Harbour Yacht Club, Inc. [X] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Stephanie W. Adams
Notary Public





**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS
OF
OUTRIGGER HARBOUR YACHT CLUB, INC.**

The Rules and Regulations for Outrigger Harbour Yacht Club, Inc., have been recorded in the public records of Martin County, Florida at Official Records Book 2357, Page 2556, et. seq., Outrigger Harbour Yacht Club, Inc. by its duly authorized officers, hereby certifies that the amendments to these Rules and Regulations were approved by the Board of Directors at a duly convened Board Meeting held on September 22, 2017.

- 1) Rule 3 to be amended by adding the following underlined language:

“Except for Units 24 and 25, all Vessels desiring to dock or obtain services at the Marina must register with the Dock Master....”

- 2) Rule Number 8 shall not apply to Units 24 and 25.

- 3) Rule Number 9 shall not apply to Units 24 and 25.

- 4) Rule Number 11 is to be amended by adding the following underlined language:

“...Except for Units 24 and 25, No Marina Slip may be occupied by a Vessel until such Vessel has been approved by the Dock Master.”

- 5) Rule Number 12 to be amended as follows:

“Except for Units 24 and 25, only one (1) boat may be moored in the Marina Slip; however, tenders and skiffs are also allowed, provided they are a normal complement of the Vessel’s equipment, can be hauled and stored rapidly, and are kept within the applicable Marina Slip.

Units 24 and 25, while owned by an owner and/or operator that shares a common manager, principal, officer, owner, member, director, tenant or operator of the owner of the adjacent property to the South of the Marina now known as Dolphin Bar & Shrimp House shall be entitled to moor as many vessels as is reasonably safe and appropriate under the conditions provided such vessels do not extend beyond the limits of Marina Slips 24 and 25 as defined and described in the Declaration of Covenants and Restrictions.

- 6) Rule Number 25 is amended by adding the following underlined language:

“...Except for Units 24 and 25, vessel leaving the Marina for any overnight or longer cruise shall notify the Dock Master in advance of departure.”

- 7) Rule Number 26 shall not apply to Units 24 and 25.
- 8) Rule Number 27 is amended by adding the following underlined language:
“...Except for Units 24 and 25, all Vessel operators must contact the Dock Master prior to mooring in a particular Marina Slip.”
- 9) Rule Number 31 is amended by adding the following underlined language:
“...Except for Units 24 and 25, any use of a generator at the Marina requires the prior written approval of the Dock Master.”
- 10) Rule Number 37 is amended by adding the following underlined language:
“...Except for transient vessels docked at Units 24 and 25, which the Dock Master shall have no right to board a Vessel.....”
- 11) Rule Number 38 is amended by adding the following underlined language:
“...Except for Units 24 and 25, all vessel operators must contact the Dock Master prior to mooring in a particular Marina Slip.”

(The balance of the Rules and Regulations remain unchanged)

2. The foregoing amendment to the Rules and Regulations of Outrigger Harbour Yacht Club, Inc. was adopted by the board by a vote sufficient for approval at a Board Meeting held on September 22, 2017.
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Rules and Regulations of Outrigger Harbour Yacht Club, Inc., 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 Vice President and its corporate seal affixed this 4th day of October, 2017.

WITNESSES AS TO PRESIDENT:

OUTRIGGER HARBOUR
YACHT CLUB, INC.

Elyssa Steinlauf
Printed Name: Elyssa Steinlauf

By: James Scarola
JAMES SCAROLA, President

Madeline Jones
Printed Name: Madeline Jones

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on October 3, 2017, by James Scarola, as President of Outrigger Harbour Yacht Club, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FLDL640 440 561040].

Notarial Seal

Kathryn A. Klug
Notary Public



WITNESSES AS TO VICE
PRESIDENT:

OUTRIGGER HARBOUR
YACHT CLUB, INC.

Stephanie W. Adams
Printed Name: Stephanie W. Adams

By: Jane Siegel
Jane Siegel, Vice President

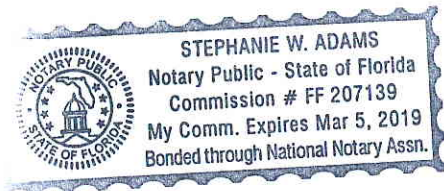
Kim Hauck
Printed Name: Kim Hauck

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on 10/4, 2017, by Jane Siegel, as Vice President of Outrigger Harbour Yacht Club, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Stephanie W. Adams
Notary Public





**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OUTRIGGER HARBOUR YACHT CLUB**

The Amended and Restated Declaration of Covenants and Restrictions for Outrigger Harbour Yacht Club has been recorded in the Public Records of Martin County, Florida at Official Records Book 2727, Page 2199, et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by the Board of Directors, by vote sufficient for approval, at their Board Meeting held on September 22, 2017 and by the Membership by vote sufficient for approval at the Special Members' Meeting held on September 22, 2017.

1. Section 1.35 is amended to read as follows:

1.35 "Vessel" shall mean any Marina Member's leisure or recreational motorboat, sailboat or watercraft which is self-propelled and in a seaworthy condition, together with any dinghy or other boat kept on or attached thereto; provided, however, that such term shall exclude any houseboat, floating home, house-like barge, seaplane, non-displacement (i.e., air-cushion) or commercial vessels. A "Vessel" shall also mean any temporary or transient vessel that is used by an invitee or guest of the owner(s) of Units 24 and 25, provided such Unit owner(s) share a common manager, principal, officer, owner, member or director as the owner of the adjacent property currently known as Dolphin Bar & Shrimp House. In the event of any dispute as to whether a particular vessel or boat is permitted to be kept in a Marina Slip, the determination of the Association, in its sole discretion, shall be final.

2. Section 3.2.5 is amended to read as follows:

3.2.5 Use By Entities. Whenever any Marina Slip, or the Commercial Unit as the case may be, is owned by an entity such as a corporation or limited liability company, which term shall include trusts, such entity shall permit the use thereof only by the entity's principal officers, directors, members, trustees, beneficiaries or other guests; provided, however, that such entity member shall deliver to the Association, from time to time, a written statement designating the name of the person(s) entitled to use the Marina Slip, or the Commercial Unit as the case may be, together with a written covenant by such person(s) to the Association, agreeing to comply with the provisions of this Declaration, the Bylaws and the Marina Rules and Regulations, and acknowledging that the right of such person(s) to use such Marina Slip, or the Commercial Unit as the case may be, shall exist only so long as the entity shall continue to be a Member. Upon demand by the Association to any entity member to remove any person(s) using such entity

member's Marina Slip, or the Commercial Unit as the case may be, for failure of such user to comply with the provisions of this Amended and Restated Declaration, the Bylaws and/or the Marina Rules and Regulations or for any other reason, the corporate member shall cause such user to be removed. If the entity member fails to have such user removed, the Association, as agent of the Member, may take such action as it may deem appropriate to accomplish such removal. All such action by the Association shall be at the cost and expense of the Member who shall reimburse the Association therefore upon demand, together with any attorneys' fees the Association may have incurred for such removal. In order to insure enforcement of the terms and provisions of this Declaration, upon receiving a Marina Slip Share Certificate or acquiring the rights thereunder, the entity shall designate in writing the names of the beneficial owners of the entity and shall upon demand of the Association conform that there has been no change in such ownership.

Notwithstanding the foregoing, it is understood that the Marina Share Certificates for Marina Slips 24 and 25 are initially intended to be owned by a party related to the owner of the restaurant property adjacent to the South of the Marina now known as the Dolphin Bar & Shrimp House. Marina Slips 24 and 25 are intended to be used in connection with that adjacent business and will involve transient mooring by business patrons and invitees during regular business hours of such business. These guests and invitees may be temporary or transient boaters unrelated to the entity owner Member and the entity owner Member shall not be required to deliver to the Association, a written statement designating the name of the person(s) entitled to use the Marina Slips numbered 24 and 25, nor provide a written covenant by such person(s) to the Association, agreeing to comply with the provisions of this Amended and Restated Declaration, the Bylaws and the Marina Rules and Regulations. However, such guests and invitees shall only be entitled to use such Marina Slips only so long as the owner of the property now known as the Dolphin Bar & Shrimp House, shares a common manager, principal, officer, owner, member, director, tenant or operator as the owner of such Marina Share Certificate(s). In all events, the entity Member shall be responsible for the guests and/or invitees and such guests and/ or invitees shall comply with the provisions of this Amended and Restated Declaration, the Bylaws and the Marina Rules and Regulations, as amended.”

3. Section 3.10 is amended to read as follows:

3.10 Marina Rules and Regulations. The Association shall have the right to adopt Marina Rules and Regulations concerning the use of the Marina. The Marina shall be used in accordance with this Amended and Restated Declaration and the Marina Rules and Regulations promulgated related thereto and attached hereto as **Exhibit “E”** and made a part hereof as amended from time to time.

The use of, or rights specifically granted to the owner of Marina Share Certificates for Units 24 and 25 by these amendments to the Amended and

Restated Declaration may not be amended or changed without the consent of the owner of said Marina Share Certificate(s), so long as the owner of the property now known as the Dolphin Bar & Shrimp House, shares a common manager, principal, officer, owner, member, director, tenant or operator as the owner of such Marina Share Certificate(s). However, notwithstanding the foregoing, should the Owner of the Marina Share Certificates for Marina Slips 24 and 25 wish to utilize Marina Slips 24 and/or 25 for its personal use, then such Owner shall at all times comply with the provisions of this Amended and Restated Declaration, the Bylaws and the Marina Rules and Regulations, as amended, and the exceptions granted herein for guests and invitees of the adjacent business now known as the Dolphin Bar & Shrimp House shall not apply.

4. Section 3.15 is amended to read as follows:

3.15 Mandatory Vessel Coverage. Except for Members holding Marina Share Certificates for Units 24 and 25, each Marina Member shall maintain liability insurance on the Vessel occupying his Marina Slip in the minimum amount of \$1,000,000.00, the policy of which insurance shall name the Association as an additional insured. Alternatively, each Marina Member shall maintain liability insurance on the Vessel occupying his Marina Slip in the minimum amount of \$300,000.00 and an umbrella policy to insure the Vessel occupying his Marina Slip in the minimum amount of \$700,000.00, and both policies shall name the Association as an additional insured. Proof of adequate insurance coverage shall be provided by each Marina Member to the Association once per year as determined by the Board of Directors. Provided that due to the commercial nature of the use of Units 24 and 25, the Member(s) holding Marina Share Certificates for Units 24 and 25 shall secure and keep in force at all times, a Ten Million (\$10,000,000) liability policy, which designates the Association as an additional insured. The Member(s) will provide the Association with an insurance certificate annually.

Marina Member Indemnification. Each Marina Member, by acceptance of a Marina Slip Share Certificate, agrees to hold harmless and indemnify the Association and its respective agents, representatives and employees, from and against any claims, causes of action, litigation expenses, damage or loss that may be claimed by himself or another due to damage, loss, theft, vandalism or destruction of a Vessel or its contents which was berthed in a Marina Slip, except for the gross negligence or malicious wanton act of the Association or its agents, representatives and/or employees. Such indemnification shall include without limitation attorneys' fees incurred at pre-trial and all levels of proceeding, including appeals, court costs and expenses, and investigation expenses of Developer, the Association and their respective agents, representatives and employees.

(The balance of Amended and Restated Declaration remains unchanged)

5. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Outrigger Harbour Yacht Club was adopted by the Board of Directors, by vote sufficient for approval, at their Board Meeting held on September 22, 2017 and by the Membership by vote sufficient for approval at the Special Members' Meeting held on September 22, 2017.

6. The adoption of this amendment appears upon the minutes of said meetings and is unrevoked.

7. All provisions of the Amended and Restated of Covenants and Restrictions for Outrigger Harbour Yacht Club 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 Vice President and its corporate seal affixed this 4th day of October 2017.

WITNESSES AS TO PRESIDENT:

OUTRIGGER HARBOUR
YACHT CLUB, INC.

Elyssa Steinlauf
Printed Name: Elyssa Steinlauf

By: *James Scarola*
JAMES SCAROLA, President

Madeline Jones
Printed Name: Madeline Jones

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on October 3, 2017, by James Scarola, as President of Outrigger Harbour Yacht Club, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FL DL].

Notarial Seal

Kathryn A. Klug
Notary Public



**WITNESSES AS TO VICE
PRESIDENT**

Kim Hauck
Printed Name: Kim Hauck

Stephanie W. Adams
Printed Name: Stephanie W. Adams

**OUTRIGGER HARBOUR
YACHT CLUB, INC.**

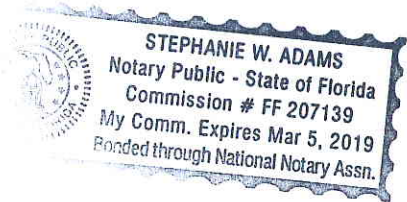
By: Jane Siegel
Jane Siegel Vice President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on 10/4/17,
2017, by Jane Siegel, as Vice President of Outrigger Harbour Yacht
Club, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].

Notarial Seal

Stephanie W. Adams
Notary Public



**CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
OUTRIGGER HARBOUR YACHT CLUB, INC.**

A Not For Profit Corporation, Incorporated Florida, 2008

A Corporation Not-For-Profit Under
the Laws of the State of Florida

The Articles of Incorporation of Outrigger Harbour Yacht Club, Inc. were filed with the Florida Secretary of State on September 2, 2008. The same Articles of Incorporation were recorded in Official Records of Martin County, Florida at Official Records Book 2357, Page 2506, et. seq. and as amended at Official Records Book 2727, Page 2228, et. seq. The same Articles of Incorporation are hereby amended as adopted by the Board of Directors at a duly convened Board Meeting held on September 22, 2017, and by the membership at the Special Members Meeting held on September 22, 2017.

1. Article III.B.7 is amended to read as follows:

**ARTICLE III
Powers and Duties**

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

B.

7. To make and amend reasonable rules and regulations regarding the use of the Association Property, provided that notice of the proposed modification, addition or deletion to the rules and regulations is sent by U.S. mail to each member of the Association at least thirty (30) days before the proposed modification, addition or deletion becomes effective.

Notwithstanding the foregoing, the use of, or rights connected with, Units 24 and 25 may not be amended or changed without the consent of the owner of said Units, so long as the owner of the property known as Dolphin Bar & Shrimp House shares a common manager, principal, officer, owner, member, director, tenant, or operator as the owner of such Marina Share Certificates.

(The balance of Article III remains unchanged)

2. The foregoing amendment to the Articles of Incorporation of Outrigger Harbour Yacht Club, Inc. was adopted by the Board of Directors at a duly convened Board Meeting held on September 22, 2017, and by the membership at the Special Members Meeting held on September 22, 2017.

Inst. # 2656359
Blk: 2952 Pg: 891 Pages: 1 of 2
Recorded on: 10/5/2017 12:18 PM Doc: CTF
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$18.50



3. All provisions of the Articles of Incorporation of Outrigger Harbour Yacht Club, Inc. 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 Vice President and its corporate seal affixed this 4th day of October 2017.

WITNESSES AS TO PRESIDENT:

OUTRIGGER HARBOUR
YACHT CLUB, INC.

Elyssa Steinlauf
Printed Name: Elyssa Steinlauf

By: James Scarola
JAMES SCAROLA, President



Madeline Jones
Printed Name: Madeline Jones

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on October 3, 2017, by James Scarola, as President of Outrigger Harbour Yacht Club, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FL DL].

Notarial Seal

Kathryn A. Klug
Notary Public



WITNESSES AS TO VICE
PRESIDENT:

OUTRIGGER HARBOUR
YACHT CLUB, INC.

Madeline Jones
Printed Name: Madeline Jones

By: Jane Siegel
Jane Siegel, Vice President

Kim Hauck
Printed Name: Kim Hauck

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on October 4th, 2017, by Jane Siegel, as Vice President of Outrigger Harbour Yacht Club, Inc. [X] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Stephanie W. Adams
Notary Public



