



**The Marina At The Bluffs Condominium
Association, Inc.**

1550 Marina Isle Way - Jupiter, Florida 33477
(561) 627-6497 - Fax (561) 627-3225

July 28, 2025

Dear Owners,

We are asking for the voting member of each unit to please address the contents of this mailed packet with the utmost importance and urgency. Please read the enclosed documents carefully. Due to legislature enacted effective January 1, 2025, the association was required by the state to collect additional reserve funds, including windows and sliding glass doors. If the ownership, by a majority of each building votes to amend the current condominium declarations to remove windows and sliding glass door maintenance and replacement, from the association's responsibility, and shifts the responsibility to the unit owner, (s) for the maintenance and replacement of windows and sliding glass doors in their unit it will save the association approximately \$798,000.00 annually over the next ten years. This vote is by building and each building needs a majority vote for the amendment to pass, and that is why we are asking each unit owner to participate in this important decision for the community. Please complete the enclosed Limited Proxy and Ballot and return no later than 5:00pm Thursday August 28, 2025, via email to barbara@marinabluffs.com or nicole@marinabluffs.com or by returning the completed documents in the postage paid return envelope included in this packet. If you are unclear as to who the designated voting member is for your unit, or you wish to change the designated voter, we have also included an, "appointing an voting member" form. If you have any questions or need assistance, please contact the association office.

Respectfully,

The Board of Directors

NOTICE OF SPECIAL MEMBERS' MEETING

THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.

TO ALL MEMBERS:

On Thursday, August 28, 2025, at 5:30 P.M. at the Pool at 1550 Marina Isle Way, Jupiter, Florida 33477,, a Special Members Meeting of the Association will be held for the purpose of voting on a proposed amendment to the governing documents. A copy of the proposed amendment is enclosed with this Notice.

The order of business for this Special Meeting is:

1. Call to Order
2. Certify Quorum
3. Proof of Notice.
4. Vote on proposed amendment to the governing documents.
5. Adjournment.

* * * * *

A majority of the voting interests of the Association (a "quorum") must be present, in person or by proxy, at the meeting, in order for the business to be conducted. It is therefore VERY IMPORTANT that you either attend or provide a Limited Proxy. **YOU ARE STRONGLY ENCOURAGED TO PROVIDE A LIMITED PROXY PRIOR TO THE MEETING DATE. LIMITED PROXIES MAY BE RETURNED VIA MAIL, HAND DELIVERY OR EMAIL TO: barbara@marinabluffs.com.**

Please note the following information about PROXIES:

A proxy is for the purpose of appointing another person to vote for you in the event that you might not be able to attend the meeting. It must be signed by all owners of the unit or the one among them that they designate on a voting certificate (see below). If you appoint a proxy and later decide you will be able to attend the meeting in person, you may withdraw your proxy when you register at the meeting.

Please note the following information about VOTING CERTIFICATES:

A voting certificate is for the purpose of establishing who is authorized to vote for a unit owned by a trust or, to the extent permitted by the Declaration, another entity. A voting certificate is not needed if the unit is owned by one or more persons. A voting certificate is not a proxy and may not be used as such. A voting certificate must be signed by an authorized representative.

Again, please be sure to either attend the Special Meeting or submit a Limited Proxy. Thank you for your assistance in conducting the business of your Association.

DATED: 7-25-25, 20 .

BY ORDER OF THE BOARD OF DIRECTORS

BY: Winf Muehlkamp

PRESIDENT

LIMITED PROXY

The undersigned owner or designated voter of Unit No. _____ in Condominium _____ in
The Marina at the Bluffs, A Condominium, appoints

(Check one)

_____ a) **Stephen Amante**, 1st Vice President of the Association, on behalf of the Board of Directors,
or

_____ b) _____ (if you check b, write in the name of your proxy), as my
proxyholder* to attend the special meeting of the members of **The Marina at the Bluffs Condominium
Association, Inc.**, to be held **Thursday, August 28, 2025, at 5:30 P.M. at the Pool at 1550 Marina
Isle Way, Jupiter, Florida 33477**. The proxyholder named above has the authority to vote and act for
me to the same extent that I would if personally present, with power of substitution, except that my
proxyholder's authority is limited as indicated below:

GENERAL POWERS: By signing this proxy, your proxyholder automatically has general powers to vote
on other issues that might come up at the meeting for which a limited proxy is not required (i.e.,
parliamentary procedure). You can choose not to grant such general powers by checking the box
below:

_____ I do not grant general powers to my proxyholder.

LIMITED POWERS: (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU
MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN
REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

**Vote to amend Article 7, Sections 7.2 and 7.3 of the Amended and Restated
Declaration of Condominium regarding maintenance, repair and replacement of
windows and sliding glass doors.**

_____ **AMEND** _____ **DO NOT AMEND**

(For full text of amendments, see proposed amendments, enclosed)

Dated: _____, 2025.

SIGNATURE OF OWNER OR VOTING MEMBER:

Signature: _____ Print Name: _____

*Failure to check either (a) or (b), or, if (b) is checked, failure to write in the name of the proxy, shall be
deemed an appointment of the 1st Vice President of the Association as your proxyholder.

LIMITED PROXY - PAGE 1 OF 2

OWNER: DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the person to whom you have given your proxy (i.e., your proxyholder) in the event that he/she cannot attend the meeting or otherwise wishes to substitute another person to vote your proxy.

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Dated: _____, 20____.

PROXYHOLDER

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE SPECIAL MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL SPECIAL MEETING FOR WHICH IT WAS GIVEN.

BALLOT

THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.

SPECIAL MEETING

THURSDAY, AUGUST 28, 2025

5:30 P.M.

Vote to amend Article 7, Sections 7.2 and 7.3 of the Amended and Restated Declaration of Condominium regarding maintenance, repair and replacement of windows and sliding glass doors.

_____ **AMEND**

_____ **DO NOT AMEND**

(For full text of amendments, see proposed amendments, enclosed)

UNIT NO. _____

CONDOMINIUM NO. _____

SIGNATURE OF OWNER OR VOTING MEMBER:

Signature: _____

Print Name: _____

CERTIFICATE APPOINTING VOTING MEMBER

To the Secretary of **The Marina at the Bluffs Condominium Association, Inc.** (the "Association")

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Unit No. _____ in Condominium _____ in **The Marina at the Bluffs, A Condominium**, have designated

(Name of Voting Member)

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles and Bylaws of the Association.

The following examples illustrate the proper use of this Certificate:

Unit owned by Trust or permitted entity. Voting Certificate must be filed designating a representative, officer, employee or agent entitled to vote, signed by an authorized representative.

This Certificate is made pursuant to the Declaration and the Bylaws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

DATED _____.

Signature for Trust Owners or Permitted Entity Owners:

Name of Trust/Entity: _____

By: _____ Title: _____

Print Name: _____

NOTE: This form is not a proxy and should not be used as such. Please be advised that if you previously filed a Certificate Appointing Voting Member with the Secretary of the Association, you do not need to file another Certificate unless you want to change the designation of your Voting Member.

PROPOSED
AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM OF
CONDOMINIUM 16 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM
AND
CONDOMINIUM 26 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
sections skipped but unchanged are shown as " * * * ")

* * *

XV. MAINTENANCE AND REPAIR PROVISIONS

A. By apartment owners.

The responsibility of an Apartment Owner is as follows:

1. To maintain in good condition, to repair and to replace at his expense all portions of his Apartment and all portions of the terrace area appurtenant to his Apartment as a limited common element, including any screening of his Florida Room, or terrace area, all window panes and sliding glass doors and interior surfaces within or surrounding his Apartment, or the terrace area appurtenant to his Apartment as a limited common element (such as the surfaces of the walls, ceilings and floors); to maintain and to repair the fixtures therein, including the air conditioning equipment; and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner is responsible for the cleaning of the exterior of all window panes and sliding glass doors contained in his Apartment. Every Apartment Owner must perform promptly all maintenance and repair work within his Apartment or within the terrace area which is a limited common element appurtenant to his Apartment, as aforesaid, which if not performed will affect the Condominium Property in its entirety or an Apartment belonging to another Apartment Owner. Each Apartment Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above mentioned responsibilities may engender. Apartments shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

* * *

PROPOSED
AMENDMENT TO THE
AMENDED AND RESTATED DECLARATIONS OF CONDOMINIUM OF
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(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
sections skipped but unchanged are shown as " * * *")

* * *

7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON
ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.

* * *

7.2 Specific Unit Owner Responsibilities.

* * *

- (i) The Unit Owner shall be responsible, at his or her own expense, for the maintenance, repair and replacement of all windows and sliding glass doors serving a Unit, including, without limitation, all frames, locks and operating mechanisms appurtenant thereto, as well as trim and caulking.

- 7.3 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, at common expense, for:

* * *

~~(m) — Except for damage caused by the negligent or intentional acts of the Unit owner, tenant or their family members, guests and invitees, which shall be the Unit Owners responsibility to repair or replace at his or her own expense, the Association shall be responsible for the maintenance, repair and replacement of all windows serving a Unit, including, without limitation, all frames, locks and operating mechanisms appurtenant thereto, as well as trim and caulking.~~

(n m) All incidental damage caused to a Unit by such work up to a maximum of \$1,000.00 per unit (unless caused by negligent or intentional misconduct for which the Association is responsible, in which case no limitation shall apply).

* * *