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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 3450897

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF

THE WATERFRONT ON VENICE ISLAND, BUILDING A CONDOMINIUM

WHEREAS, the original Declaration of condominium for “The Waterfront on Venice Island, Building A Condominium,” “made by Waterford Waterfront Building A, LLC, B Guran of Venice, LLC, and Z J Guran of Venice, LLC, all Florida limited companies, (the “Original Declarants”), was recorded on January 22, 2004 in the Public Records of Sarasota County, Florida, as Instrument #2004012422, et seq. (the “Original Declaration”); and

WHEREAS, the Declaration was amended, on an approved change, and became effective by a First Amendment (“First Amendment”) dated April 6, 2004, and recorded on April 19, 2004, as Instrument #2004072577 et seq. in the Public Records of Sarasota County, Florida; and

WHEREAS, the Declaration was amended, on an approved change, and became effective by a Second Amendment dated March 1, 2005, and recorded on March 8, 2005, as Instrument #200547260 et seq. in the Public Records of Sarasota County, Florida; and

WHEREAS, the Declaration was amended, on an approved change, and became effective by a Third Amendment dated June 9, 2005, and recorded on June 14, 2005, as Instrument #2005129481 et seq. in the Public Records of Sarasota County, Florida; and

WHEREAS, a comprehensive set of amendments was recently approved by not less than seventy-five (75) percent of the Board of Directors and not less than eighty (80) percent of the Unit Owners of the Association in person or by proxy at a meeting called for the purpose held on July 24, 2025, all in strict compliance with Article 17.2 of the Declaration and is to be recorded contemporaneously herewith.

NOW THEREFORE, “The Waterfront on Venice Island Building A, a Condominium”(hereinafter the “Association”) does hereby amend and restate the Declaration, for the purpose of integrating all of the provisions of the Declaration, the previously recorded amendments and the recently adopted set of amendments, and does hereby submit the lands and residential condominium property, including certain recreational and other common facilities, and landscaped areas known as “The Waterfront on Venice Island, Building A, a Condominium” (hereinafter the “Condominium”) to the terms, covenants, conditions, easements and restrictions hereof to this “Declaration of Condominium of The Waterfront on Venice Island, Building A, a Condominium” (hereinafter “Declaration”) that shall be the covenants running with the condominium property and binding on all existing and future Unit Owners and all others having an interest in the condominium lands, occupying, or using them.

ARTICLE I
THE CONDOMINIUM ACT

The provisions of Chapter 718 of the Florida Statutes (hereinafter referred to as the "Condominium Act" or “Act”) are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. Further, where Chapter 718

of Florida Statutes is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute this Declaration shall prevail.

ARTICLE II
NAME AND LOCATION

The name and location by which this condominium is to be identified is:

THE WATERFRONT ON VENICE ISLAND BUILDING A Condominium
147 Tampa Avenue East
Venice, Florida 34285

ARTICLE III
DESCRIPTION OF THE LAND

The lands, together with any and all improvements erected or to be erected thereon which are hereby submitted to the Condominium form of ownership are the lands specifically described in the attached Exhibit "A".

ARTICLE IV
DEFINITIONS

The terms used in this Declaration of Condominium and its Exhibits, including the Bylaws of the Association shall be defined and construed in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

4.1 Assessment: "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owner.

4.2 Association: "Association" means THE WATERFRONT ON VENICE ISLAND BUILDING A CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation, and its successors, which is and shall be the legal entity responsible for the operation of this Condominium.

4.3 Board: "Board" or "Board of Directors" means the Board of Directors of THE WATERFRONT ON VENICE ISLAND BUILDING A CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation.

4.4 "Building" means the nine (9) story structure within the Condominium in which the Units (as defined herein) are located, and includes the Units, Limited Common Elements, and Common Elements as more specifically set forth on Exhibit "B". The Building contains thirty-two (32) Units, Limited Common Elements (including one (1) Garage), and Common Elements.

4.5 Bylaws: "Bylaws" means the Bylaws for the governing of THE WATERFRONT ON VENICE ISLAND BUILDING A CONDOMINIUM ASSOCIATION, INC., as may be amended from time to time.

4.6 "Common Elements" means:

- (a) The Condominium Property, other than the Units;
- (b) Easements through the Units for conduits, ducts, plumbing, wiring and other facilities and equipment for furnishing of utility services to Units and the Common Elements;
- (c) An easement of support in every portion of a Unit which contributes to the support of the Building;
- (d) Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation;
- (e) Columns or other structural components of the Building;
- (f) Any and all portions of the Life Safety Systems, regardless of where located within the Condominium Property; and
- (g) The Land as described on **Exhibit "A"** and **Exhibit "B"** attached hereto.

4.7 "Common Expenses" means expenses for which the Unit Owners are liable to the Association as defined in the Act and as described in the Condominium Documents and include:

- (a) The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

4.8 Any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

4.9 Common Surplus: "Common Surplus" means the excess of all receipts of the Association for this Condominium and the owners of the Units, including but not limited to Assessments, receipts and revenues on account of the Common Elements over the amount of the Common Expenses.

4.10 Condominium: "Condominium" means that form of ownership of Condominium property under which Units are subject to ownership by one or more owners, and appurtenant to each Unit as a part thereof is an undivided share in the Common Elements.

4.11 Condominium Parcel: "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit and all other appurtenances thereto.

4.12 Condominium Property: "Condominium Property" means and includes the lands that are subjected to Condominium ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.13 Condominium Unit or Unit: "Condominium Unit" or "Unit" means that property which is subject to private ownership as defined in the Condominium Act, as further and specifically described in this Declaration and as designated on Exhibits attached hereto and made a part hereof.

4.14 Declaration of Condominium: "Declaration of Condominium" means this instrument by which the Condominium is created, as it may be amended from time to time. Throughout this instrument, the "Declaration of Condominium" shall be called the "Declaration."

4.15 Garages and Garage Buildings: "Garages" means collectively those eleven (11) enclosed parking areas (ten (10) located in the Garage Buildings and one (1) located in the Condominium Building) and "Garage Buildings" means those two (2) buildings located on the Condominium Property containing five (5) Garages each.

4.16 Institutional Mortgagee: "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iii) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (iv) such other lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (v) any "Secondary Mortgage Market Institution," including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit.

4.17 "Life Safety Systems" means and refers to any and all emergency lighting, audio and visual signals, safety systems, sprinklers, emergency generators and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder.

4.18 Limited Common Elements: "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as more particularly described in Section 5.6 hereof.

4.19 Master Association: "Master Association" means THE WATERFRONT MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors, responsible for the ownership, maintenance and operation of certain property and recreation facilities within The Waterfront Complex. The Association shall be a member of the Master Association.

4.20 Master Documents: "Master Documents" means The Declaration of Condominium for the Waterfront Master Association recorded on July 25, 2017, as Instrument #20170935592 of the Public Records of Sarasota County, Florida including the Articles of Incorporation and Bylaws of the Master Association, as they may be amended from time to time.

4.21 Member: "Member" means a member or members of the Association.

4.22 Single Family: "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than three persons living together who may or may not be interrelated.

4.23 Unit Owner or Owner of Unit: "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium Parcel or Unit.

4.24 The Waterfront Complex or the Complex: "The Waterfront Complex" or the "Complex" means the real property described as such in the Master Documents, together with any additional property subjected to the Master Documents from time to time.

ARTICLE V

DESCRIPTION OF CONDOMINIUM AND APPURTENANCES

The description of the Condominium and the plan for development of the Condominium are as follows:

5.1 Survey, Graphic Descriptions and Floor Plans: A survey and plot plan of the land which is described in Exhibit "A" shows all existing easements together with a graphic description of the buildings and improvements in which Units are located and a plot plan, and floor plans thereof are all included in Exhibit "B" attached hereto and made a part hereof, which Exhibits together with this Declaration are in sufficient detail to identify the Units, Common Elements and Limited Common Elements of the Condominium Property, including any and all future locations and dimensions, which together constitute this Condominium.

THERE SHALL NOT BE CREATED ANY TIME-SHARE ESTATES IN ANY UNIT.

5.2 Units and Buildings: The Condominium consists of one (1) Building containing thirty-two (32) Units, and one (1) Garage; and two (2) Garage Buildings containing five (5) Garages each. The Construction of the improvements within the Condominium are substantially complete as evidenced by the Frist Amendment which amended the Original Declaration to include the Surveyors Certificates of Substantial Completion.

5.3 Undivided Share in the Common Elements and Share in the Common Expenses and Common Surplus Appurtenant to Each Unit. Each Unit Owner shall be liable for a share of the Common Expenses and shall own a share of the Common Elements and Common Surplus. The percentage ownership interest in the Common Elements, Common Surplus, and Common Expenses shall be based on the square footage of each type of Unit, as follows:

<u>Type of Unit</u>	<u>No. of Units</u>	<u>% Per Unit</u>	<u>% by Type of Unit</u>
Montego	15	2.8	41.8
Montego	1	2.8	2.8
Antigua	12	3.4	41.2
Grand Cayman	4	3.5	14.2
Total:	32	N/A	100.00%

Grand Cayman are Unit Numbers 801, 804, 901, and 904. Antigua are Unit Numbers 201, 204, 301, 304, 401, 404, 501, 504, 601, 604, 701 and 704. Montego are Unit Numbers 202, 203, 302, 303, 402, 502, 503, 602, 603, 702, 703, 802, 803, 902, and 903, and Montego 403 is Unit 403.

The Common Expenses shall be apportioned between and paid by the Unit Owners, and the Unit Owners shall share in the Common Surplus, in the percentages as set forth above, and as further described in Article VII.

5.4 Unit Boundaries: Each Unit shall consist of that part of the improvements containing the Unit that lies within the boundaries of the Unit, which are as follows:

(a) Each Unit consists of that area and volume of space enclosed by and contained within the unfinished upper boundaries, lower boundaries, and perimetrical boundaries as defined below:

(1) Upper boundaries: The upper boundaries shall be the unfinished surface (horizontal plane) of the ceiling of the Unit.

(2) Lower boundaries: The lower boundaries shall be the unfinished surface (horizontal plane) of the floor of the Unit.

(3) Perimetrical boundaries: The perimetrical boundaries shall be the unfinished inner surfaces of the perimeter walls of the Unit.

(b) Interior Dividing Wall: The Unit shall include interior dividing walls and partitions including the space occupied by such interior walls or partitions and terraces excepting load bearing interior walls.

(c) Exterior Perimeter Walls/Load Bearing Walls: The Unit Owner shall not be deemed to own the unfinished surfaces of the exterior perimeter walls or the undecorated and/or unfinished surfaces of the interior load bearing walls. The Unit Owner shall be deemed to own all wallpaper, paint, plaster, carpeting and other finishing materials affixed or installed as a part of the physical structure of the Unit.

(d) Floors and Ceilings: The Unit Owners shall not be deemed to own the unfinished and/or undecorated surfaces of the perimeter floors and ceilings surrounding the Unit.

The Unit Owner shall be deemed to own all tile, carpeting and floor coverings, as well as paint and plaster ceiling surfaces which have been installed as a part of the physical structure of the Unit.

(e) Utility Equipment and Conduits: The Unit Owner shall be deemed to own the pipes, wires, conduits, air passageways, ducts or other utility lines located within the Unit boundaries, as above described, and which service the Unit only. However, the Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways, ducts or other utility lines running through or adjacent to the Unit which are utilized for or serve more than one Unit or the common areas, which items shall be made a part of the Common Elements.

(f) Air Conditioning/Heating: Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element.

(g) Apertures. As also set forth in Section 9(b) below, where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, if any, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Limited Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Limited Common Elements. Further, notwithstanding anything to the contrary, the structural components of the Building, and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements. **NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, TO THE EXTENT THAT ANY IMPROVEMENTS HAVE BEEN CONSTRUCTED UTILIZING EITHER PRESTRESSED CABLES AND/OR POST TENSION CABLES AND/OR REINFORCING RODS, THEN ALL SUCH PRESTRESSED CABLES AND/OR POST TENSION CABLES AND/OR ENFORCING RODS ARE ESSENTIAL TO THE STRUCTURE AND SUPPORT OF THE BUILDING, AND AS SUCH SHALL BE DEEMED COMMON ELEMENTS OF THE CONDOMINIUM AND MAY NOT BE DISTURBED OR ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD.**

(h) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit B hereto shall control in determining the boundaries of a Unit, except that the provisions of Subsection 5.4(g) above shall control unless specifically depicted and labeled otherwise on such survey

5.5 Common Elements: The Common Elements shall also include the following:

- (a) Elevators and elevator shafts and stairwells, if applicable.
- (b) All roadways and sidewalks being a part of the Condominium Property.
- (c) All terraces, parking spaces, garages, and driveways being part of the Condominium property, subject to the rights of Unit Owners to whom an assignment of right to use a Limited Common Element has been made in accordance with the terms of Paragraph 5.6 below.
- (d) All lighting fixtures utilized to illuminate the Common Elements.

(e) All lawns, trees and landscaping which are part of the Condominium Property.

(f) All exterior railings and exterior stairways.

5.6 Limited Common Elements:

(a) **Parking Spaces and Garages.** Parking spaces and Garages are Limited Common Elements. The exclusive use of each parking space and Garage has been assigned, by separate written assignment, to a Unit. Maintenance of the automatic garage door opener and mechanisms, all interior spaces within the Garages and the repair and replacement of the Garage door, shall be the Unit Owner's responsibility. Painting of the exterior surface of the Garage doors, and the maintenance of other exterior surfaces of the Garages shall be by the Association by special assessment of those Unit Owners to whom the Garages are assigned.

A Unit Owner may transfer or assign use of the parking space or Garage assigned to the Unit Owner provided that such assignment is to another member of the Association and the Unit Owner delivers prior written notice of such assignment to the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit, the designated parking space or Garage, if any, that has not been transferred or assigned by the Unit Owner to another member, without necessity of reference to or description of the parking space or Garage.

Designation of parking spaces or Garages to Units have been made by separate written assignment.

(b) **Terraces.** The terraces accessed through a Unit and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for regular cleaning and maintenance, excluding, the painting of the wall, ceiling and floor surfaces of the terraces. No floor surface or covering may be installed on a terrace without the prior written approval of the Board of Directors. As also set forth in Section 5.4(g) above, the maintenance, repair and replacement of any approved floor surface or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of sliding screens, their frames, rollers and track assembly are the responsibility of the Unit Owner. Broken door glass, broken sliding door frames, rollers and track assembly are the responsibility of the Unit Owners, except when maintenance, repair, and replacement is undertaken by the Association pursuant to paragraph 8.2 (a) 3.

(c) The Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and shall pass with a Unit as an appurtenance thereto with the exclusive right to use the Limited Common Elements so appurtenant.

5.7 **Master Covenants:** The Condominium is located within a community known as The Waterfront Complex. All real property in The Waterfront Complex is subject to the provisions of the Master Documents. The Master Association is charged with the enforcement of the Master Documents. The Owner of each Unit shall have the non-exclusive right to use The Waterfront Complex Common Areas, subject to the Master Documents and the rules and regulations of the Master Association.

ARTICLE VI **EASEMENTS**

The following easements are expressly provided for and granted or reserved in favor of the Association, the Master Association, the Unit Owners, and all mortgagees and occupants of the Units in this Condominium, and their successors, assigns, guests, invitees, or other authorized occupants or visitors.

6.1 Utilities: Perpetual, non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services which may be provided by the Board or with the Board's consent, by any utility company to provide services to the Condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the Condominium Property and to enter upon the Condominium Property to service same. In the event that any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

6.2 Encroachments: In the event that any Condominium Unit or Common Element shall encroach upon any of the Common Elements of the Condominium or upon any other Unit, for any reason except the intentional or negligent act of another Unit Owner, then an easement shall exist to the extent of such encroachment for so long as the same shall exist.

6.3 Traffic: A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, parking areas, elevators, recreation area facilities and other portions of the Common Elements as may from time to time be necessary and intended for such purpose and use for the purpose of going from one portion of the Condominium to another, and for vehicular traffic as may be necessary for the Unit Owners, guests and invitees; provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit.

6.4 Access: A perpetual easement shall exist for the purpose of ingress, egress, passage and entry in favor of all employees of the Association, guests and invitees.

6.5 Maintenance: Perpetual, non-exclusive easements are reserved throughout the Common and Limited Common Elements of the Condominium for maintenance purposes in order to adequately maintain all such areas.

6.6 Roads: All Unit Owners and occupants of any Unit, their guests and invitees shall have an easement over any private roads constructed on the Condominium Property.

6.7 The Master Association: The Association acknowledges an easement to the Master Association for ingress and egress to the Fire Pump Room, as shown on Exhibit "A" attached hereto, for purposes of maintaining purposes of installation, repair, replacement and maintenance of the fire pump.

ARTICLE VII
OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS
AND SHARE OF COMMON EXPENSES AND VOTING RIGHTS

7.1 Ownership of Common Elements and Common Surplus: Each Unit Owner shall own and undivided share of the Common Elements and Common Surplus based on the square footage of the type of Unit as set forth in this Declaration. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

7.2 Share of Common Expenses: Each Unit Owner shall be responsible for the payment of a share of the Common Expenses of the Association equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in this Declaration.

7.3 Voting Rights: Subject to the provisions of the Bylaws of the Association applicable thereto, a Unit Owner is entitled to one vote for each Unit owned. In the event that the Unit shall be owned by more than one individual, then all owners of such Unit shall agree upon and designate, in writing, the name of one of the individual Unit Owners of that Unit as the designated voter, which shall be filed with the Secretary of the Association. Only the Unit Owner so designated shall be entitled to vote for the Unit.

7.4 Restraint Upon Separation and Partition of Common Elements: The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit, unless specifically stated otherwise herein. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

ARTICLE VIII
MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the Condominium Property and restrictions upon alterations and improvements shall be as follows:

8.1 Common Elements and Limited Common Elements:

(a) By the Association: The maintenance and operation of the Common Elements, and items specified herein shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses. EACH UNIT OWNER ACKNOWLEDGES THAT ANY WATER PROVIDED FOR IRRIGATION PURPOSES MAY BE UNTREATED WATER OR TREATED EFFLUENT REUSE WATER. NEITHER THE BOARD, THE ASSOCIATION NOR THE MASTER ASSOCIATION SHALL BE RESPONSIBLE FOR THE QUALITY OF WATER PROVIDED FOR SUCH IRRIGATION PURPOSES.

(b) Alteration and Improvement: There shall be no alterations of nor further improvements made to the Common Elements or Limited Common Elements which costs more than \$20,000.00 in the aggregate in any calendar year without the prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association property also constitutes a material alteration or substantial addition to the Common Elements or Association property, no prior Unit Owner approval is required. Any such alteration or improvement which is approved by not less than a majority of the voting interests as aforesaid, shall not interfere with the rights of any other Unit Owner without his specific consent.

(c) Unit Owner Negligence: If, due to a willful, careless or negligent act or omission of a Unit Owner, a member of its family, household pet, a guest, invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance shall be required which would otherwise be a Common Expense, then such Unit Owner shall be responsible for such damage and maintenance as may be determined by the Association.

8.2 Units:

(a) By the Association: The Association shall maintain, repair and replace at the Association's expense the following:

(1) Any and all load-bearing columns and load-bearing walls which shall contribute to support of more than one Unit, except the interior finish and surfaces of such columns and walls.

(2) All conduits, ducts, plumbing (except plumbing lines within the Common Elements but which serve a single Unit), wiring and other facilities for the furnishing of the utility services contained in the portions of a Unit maintained by the Association and all such facilities contained within a Unit that services part or parts of the Condominium other than the Unit within which it is contained.

(3) Subject to Sections 5.4(g) and 5.6 above, the exterior doors and exterior door frames and exterior windows and exterior window frames of a Unit.

(4) The exterior painting of a Unit or garage and garage door, if any.

(b) By the Unit Owner: The responsibility of a Unit Owner shall be as follows:

(1) To maintain, repair and replace at its sole expense all portions of the Unit, except the portions to be maintained, repaired or replaced by the Association, and including but not limited to all window glass, screens and screening, electric panels, electric wiring, electric outlets and fixtures, door bells and door knockers, garage doors and openers, if applicable, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing (including plumbing lines within the Common Elements that serve his Unit only), fixtures and connections within the Unit, interior surfaces of all walls, including drywall and plaster, floors, and ceilings and all other portions of his Unit or Limited Common Element located

within the exterior boundary walls surrounding his cubical or space except the portions specifically to be maintain, repaired and replaced by the Association as set forth in Paragraph 8.2(a) above.

(2) Not to cause or permit any alteration to the Condominium Property except the interior portions of the Unit. Unit Owner shall not cause or permit any alteration or modification of structural and load-bearing walls.

(3) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the building.

(4) To promptly report to the Board any defect or need for repairs for which the Association is responsible.

(c) Alteration and Improvement: Subject to other provisions of this Declaration, no Unit Owner shall make any alteration or improvement to his Unit unless he has first obtained approval in writing of the Board. If said Unit Owner has received the above approval, then the Unit Owner may make such alteration or improvement at his sole and personal expense, provided all work shall be done without disturbing the rights of other Unit Owners; and providing the Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, terrace, patio, screening, exterior door, window, structural or load bearing member, electrical service or plumbing service; and further, provided that all alterations and improvements shall be in compliance with all existing building codes; and no alterations shall cause any increase in any insurance premium to be paid by the Association.

(d) Use of Licensed and Insured Contractors: Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, whether with or without Board approval, such Unit Owner shall be deemed to have warranted to the Board and other Unit Owners that his contractor(s) are properly licensed and fully insured, and that the Unit Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(e) Failure to Repair: In the event that a Unit Owner shall fail to timely make any repair required to be made by the Unit Owner by the provisions of this Article, which failure to repair shall adversely affect another Unit or Common Element of the Condominium, then the Association through its Board, their agents and employees may enter into such Unit, upon reasonable notice and during reasonable hours, to maintain, repair, or replace any Common Element or any portion of the Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to another Unit or Units. The Association shall be entitled to recover from the Unit Owner all costs of such repairs.

8.3 Negligence; Damage Caused by Condition in Unit. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement of the Common Elements, other Units, Association property, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his Unit any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association, if any, as provided in Section 8.1 above) and personal property therein in such a manner as to prevent foreseeable and reasonably

preventable damage to other Units, the Common Elements, Association property or the property of other Unit Owners and residents. If any condition, defect or malfunction resulting from the Unit Owner's failure to perform this duty shall cause damage to other Units, the Common Elements, Association property or property within other Units, the Unit Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Unit Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Unit Owner. Nothing herein contained shall be construed so as to modify and waiver by insurance companies of rights of subrogation.

8.4 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of maintaining, repair and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to the Common Elements or to one or more Units. The Association's right of access includes, without limitation, entry for the purpose of pest control as well as the right, but not the duty, to enter under circumstances where the health and safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as damage to the Unit caused by gaining entrance thereto, and all damages resulting from delay in gaining entrance to the Unit caused by the non-availability of a key.

8.5 Pest Control. The Association through the Board, its agents and employees, after notice and provided for in the Bylaws may supply pest control services for the inside of each Unit, with the cost being a Common Expense. A Unit Owner has the option to decline service unless the Association determines that service is necessary for the protection of the Condominium as a whole, in which case the Unit Owner must either permit the Association's pest control company to enter the Unit, or must employ a licensed pest control company to perform the required pest control services and furnish written evidence to the Association that such treatment has occurred. Because the cost of pest control service provided by the Association is a Common Expense, the election of a Unit Owner not to use the service shall not reduce the Unit Owner's assessments.

8.6 Conformity with Master Documents. Notwithstanding anything in this Section to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provision of the Master Documents, except where the provisions herein are more restrictive.

8.7 Combining Units. Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of any party wall between two or more Units to allow them to be used together as one Unit. In that event, all assessments, voting right and the shares of Common Elements shall be calculated as the Units were originally designated on the

exhibits attached to the original Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Owner of such combined Units shall be treated as the Owner of as many Units as have been so combined.

ARTICLE IX **ASSESSMENTS**

The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

9.1 Share of Common Expenses: Each Unit Owner shall be liable for a share of the Common Expenses of the Association equal to his share of ownership of the Common Elements and Common Surplus, as set forth in this Declaration. Special Assessments for unusual, non-recurring or unbudgeted Common Expenses may be levied and collected pursuant to each Unit Owner's share of ownership of the Common Elements and Common Surplus. No Unit Owner shall have the right to withdraw or receive distribution of his share of the Common Surplus except upon termination of the Condominium as provided herein.

9.2 Payments: Each Unit Owner shall timely pay all maintenance fees, Assessments and installments. Any maintenance fees, Assessments and/or installments not paid by paid ten (10) days after the same is due shall bear interest until paid at the maximum legal rate of interest allowed by law. The Association shall also have the right to charge a late fee.

9.3 Lien for Assessments: The Association shall have a lien on each Unit for any unpaid Assessments, late fees and for interest thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording a Claim of Lien stating the description of the Unit, the name of the record owner thereof, the name and address of the Association, the amount due and the date when due, in the Public Records of Sarasota County, Florida, and said lien shall continue for a period not to exceed one year after the lien has been recorded or until all sums secured by the lien shall have been fully paid, whichever shall first occur. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien. Liens for unpaid Assessments shall be enforced in the same manner as a foreclosure of a mortgage on real property. In any such foreclosure of lien proceedings, the Court, at its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. The Association shall have the further right to bring suit against the Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Any action to enforce a lien for unpaid Assessments shall be in accordance with the provisions of Florida Statute 718.116, as the same shall be amended from time to time.

The Association shall have the power to purchase a Condominium Unit at the foreclosure sale, and to thereafter hold, lease, mortgage or convey the same. Any lien(s) for unpaid Assessments recorded in the public records shall be subject to existing mortgages or liens recorded prior thereto. When the mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the existing first mortgage, such acquirer of title and its successors and assigns shall, as provided in Section 718.116(1)(b) or Section

718.116(1)(a), Florida Statutes, respectively, be liable for unpaid Assessments or Common Expenses by the Association pertaining to such Condominium Unit which became due and payable prior to the acquisition of title as a result of the foreclosure.

9.4 No Waiver or Excuse from Payment. The liability for assessment may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as to certain mortgagees as provided in Article XIX hereof. Nothing herein shall be construed to prevent the Association from compromising or settling a past due assessment claim for less than full payment, if the Board determines that such action is in the best interest of the Association.

9.5 Certificate as to Assessments. Within fifteen (15) days after receiving a written request by a Unit Owner, unit purchaser or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

ARTICLE X **ASSOCIATION**

The operation of the Condominium shall be by THE WATERFRONT ON VENICE ISLAND BUILDING A CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, created and existing under the laws of the State of Florida, which will fulfill its functions pursuant to the following provisions:

10.1 Articles of Incorporation: A copy of the Amended and Restated Articles of Incorporation of the Association is attached hereto and entitled Exhibit "C."

10.2 Bylaws: A copy of the Amended and Restated Bylaws of the Association is attached hereto and entitled Exhibit "D."

10.3 Authority: The Association shall have all of the powers and authority reasonably necessary to operate the Condominium as set forth in this Declaration, the Bylaws and the Articles of Incorporation of the Association, as those may be amended from time to time. Said Association shall also have all the powers and duties of an Association as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities; and the power to contract for the management of the Condominium and to delegate to the manager all of the powers and duties of the Association, except such as are specifically required by this Declaration or by the Bylaws or the Condominium Act to have the approval of the Board of Directors or the membership of the Association.

10.4 Membership. Each Unit Owner is a Member of the Association, and each Unit Owner, by virtue of ownership of a Condominium Unit, shall be bound by the terms, conditions, duties, liabilities and obligations under the Declaration and the Association's Articles of

Incorporation and Bylaws. Each Unit Owner by virtue of acceptance of the deed of conveyance to their Unit, acknowledges that the aforesaid Association has certain rights which supersede and are paramount to the rights of the Unit Owner, as more particularly provided in the instruments referred to in this Article, including the right of Association to levy Assessments against the Units in this Condominium, the lien rights in favor of Association, and other rights as more fully set forth in said instruments. The aforesaid Association's Amended and Restated Articles of Incorporation, Exhibit "C," and Amended and Restated Bylaws, Exhibit "D," are attached to this Declaration with the same force and effect as though they were fully set forth herein.

10.5 Member Approval of Certain Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members as hereinafter provided. The Board shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Members by Special Assessment for the total estimated costs and fees of the proposed litigation and no funds from annual maintenance assessments or other sources may be used for such purpose. Special assessments shall be levied against each Member in the shares provided in Section 7.2 above. The Special Assessment must be collected prior to institution of legal proceedings. Both the proposed commencement of litigation and the budget and assessment for the litigation must be approved by a seventy-five percent (75%) vote of the Members. This Section shall not apply, however, to (a) actions brought by the Association against parties other than the Developer to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section 10.5 shall not be amended without the approval of at least three-fourths (3/4) of all voting interests.

10.6 Membership in Master Association. The Association shall be a member of the Master Association. As long as the Master Association shall exist, this Declaration may not be amended to eliminate or modify this membership requirement. By virtue of the Association's membership, the Unit Owners in this Condominium have a non-exclusive right to use the Common Areas owned by the Master Association, subject to the Master Documents and the rules and regulations of the Master Association. The share of the expenses of the Master Association for which each Unit Owner is liable shall be a fraction of the whole, the numerator of which is one, and the denominator of which is the total number of units located in The Waterfront Complex during the year the budget is being determined, and is more fully explained in the Master Documents.

ARTICLE XI

LIABILITY INSURANCE PROVISIONS

11.1 Public Liability Insurance

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Unit Owners, Landlord and Tenant Policies in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements

in the Condominium Property excluding the Units; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence, provided, however, if the Act requires greater coverage for public liability, the Board shall obtain such greater coverage. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the annual maintenance Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium Property, legal liability arising out of law suits related to employment contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates), and such other risks as are customarily covered with respect to developments similar to the Condominium in construction, location and use. All such policies shall name the Association as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of either the Association or any other Unit Owner or deny the claim of the Association because of the negligent acts of the other or the negligent acts of a Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to each Unit Owner. Each Unit Owner shall be responsible for the purchasing of casualty and liability insurance as required by Florida Statutes Section 718.111(11). Subject to the requirements of the Act and the foregoing, the Board shall have the right to reduce the amount of coverage, increase the deductible amount, or change its coverage.

11.2 Fidelity Insurance and Directors and Officers Insurance

The Association shall maintain adequate fidelity coverage to protect against dishonest acts of the officers, directors and employees of the Association and all others who control or disburse funds of the Association (whether or not they receive compensation), including all individuals authorized to sign checks on behalf of the Association and the president, secretary, and treasurer of the Association. Such coverage shall (subject to the Act) (a) be in the form of fidelity bonds or crime insurance, (b) name the Association as insured, (c) unless the Association reasonably determines otherwise, provide minimum limits at least equal to the larger of (i) the highest amount of funds, including reserve funds, that the Association or its management agent is expected to hold at any time while the policy is in force, or (ii) three months of the expected aggregate Assessments for the policy term, plus reserve funds, but in no event less than the amount required by the Act.

The Association shall also maintain directors and officers liability insurance in such amount as the Board may determine from time to time.

11.3 Cancellation Provision

All insurance policies or fidelity bonds purchased pursuant to this Article XI shall provide that they may not be canceled without at least thirty (30) days' prior written notice to the Association and to Institutional Mortgagees.

ARTICLE XII
PROVISIONS RELATING TO CASUALTY INSURANCE
AND DESTRUCTION OF IMPROVEMENTS

12.1 Hazard Insurance

The Association shall carry property insurance in accordance with the requirements of Florida Statutes Section 718.111(11). All Unit Owners are required to carry property insurance in accordance with Florida Statutes Section 718.111(11), and as the Association may otherwise reasonably require from time to time. No Unit Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association. The Board shall determine the amount of the deductible on all policies.

12.2 Flood Insurance

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in the Condominium, if available and at a reasonable premium, under the National Flood Insurance Program or any other government regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association or such authorized commercial underwriter, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of the Condominium building and other insurable property located in the flood hazard area.

12.3 Form of Policy and Insurance Trustee

As provided in Paragraph 12.7 below, the Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium Property for which the Association is obligated to obtain insurance under Florida Statutes Section 718.111(11). The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the annual maintenance Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units within the Condominium ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within the Condominium, if applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of

the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Unit(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

12.4 Required Policy Provisions

(a) General Requirements. All such aforesaid policies shall provide (if the insurers will so agree, on a commercially reasonable basis) that they may not be canceled without at least thirty (30) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association (and, by delegation, the Insurance Trustee) is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

(b) Mutual Waivers. To the fullest extent permitted by law, each of the Association, the Board, and Unit Owners hereby waive all rights of recovery against each other for any loss or damage covered by insurance (including self-insurance) carried or required to be carried by such waiving party under this Declaration. This mutual waiver applies to any loss or damage that is within any deductible or self-insured retention and, in addition, any loss or damage that exceeds policy limits or is not covered due to policy limitations, exclusions or other coverage deficiencies for insurance carried or required to be carried. Nothing in the preceding sentence, however, precludes the Association from collecting uninsured costs via a Special Assessment as provided in this Section 11. The Association, the Board, and Unit Owners shall ensure that their respective policies permit the waiver provided in this Paragraph.

12.5 Restrictions of Mortgagees

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Unit Owners and/or their respective mortgagees.

12.6 Distribution of Insurance Proceeds and Losses

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Unit Owners and mortgagees under the following terms:

(a) Loss to Unit Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units alone, without any loss to any other improvements within the Condominium, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Unit Owners to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Units alone, the Common Elements or any combination thereof.

(b) Loss of Two Hundred Fifty Thousand Dollars (\$250,000) or Less to Units and Common Elements. In the event that a loss of Two Hundred Fifty Thousand Dollars (\$250,000) or less occurs to improvements within one (1) or more Units and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained to improvements within said Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Unit and the cost of repair shall be paid by a Special Assessment levied against all of the Units.

(c) Loss in Excess of Two Hundred Fifty Thousand Dollars (\$250,000) to Units and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Two Hundred Fifty Thousand Dollars (\$250,000) as a result of damages to the improvements within the Common Elements and/or Units and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(1) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(2) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in Section 12.6.3(c) below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to

the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(3) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Units setting forth the date or dates of payment of the same, and any and all funds received from the Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in Section 12.6(b) immediately preceding provided. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of One Million Dollars (\$1,000,000.00), and three-fourths (3/4) of the Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article 6 hereof and shall promptly pay each share of such proceeds to the Unit Owners and mortgagees of record as their interests may appear (“Insurance Proceeds Distribution”). In making any such Insurance Proceeds Distribution to the Unit Owners and mortgagees, the Insurance Trustee may rely upon a certificate from an abstract company as to the names of the then Unit Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

(d) Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion to their contributions by way of a Special Assessment.

(e) Institutional Mortgagees. In the event the Insurance Trustee has on hand, within one hundred twenty (120) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

(f) Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for the Condominium, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of the Condominium as previously constructed shall require approval by the Lead Mortgagee.

(g) Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Units alone, Common Elements alone or to improvements within any combination thereof.

(h) Insurance Amounts. Notwithstanding anything in this Article XII to the contrary, the amounts set forth for the purchase of insurance in this Article XII are the minimum amounts to be purchased. Therefore, Unit Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required. Florida Statutes Section 718.111(11) sets forth the insurance coverage required to be carried by the Association and the Unit Owners and such Section should be read to ensure the required coverage is obtained.

(i) Miscellaneous Policy Requirements. Policies insuring the property within the Condominium purchased pursuant to the requirements of this Article XII shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Unit Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Unit Owners who are not under the control of the Association; and the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

12.7 Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article XII, provided that the coverages required hereunder are fulfilled.

ARTICLE XIII
PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN
PROCEEDINGS

13.1 Proceedings

The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority.

13.2 Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance

Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

13.3 Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Unit Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Unit Owners of the condemned Units will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

13.4 Unit Reduced But Tenantable

If the taking reduces the size of a Unit ("Affected Unit") and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Affected Unit Made Tenantable. The Affected Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge.

(b) Excess Distributed to Unit Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Unit Owner of the Affected Unit and to each Institutional Mortgagee of the Affected Unit, the remittance being made payable to the Unit Owner and Institutional Mortgagees as their interests may appear.

(c) Reduction in Percentage of Common Elements. If the floor area of the Affected Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Unit is reduced by the taking, and then the shares of all Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Units in proportion to their share of ownership in the Common Elements.

13.5 Affected Unit Made Untenantable

If the taking is of the entire Affected Unit or so reduces the size of an Affected Unit that it cannot be made tenantable, the award for the taking of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Payment to Unit Owner and Institutional Mortgagee. The market value of the Affected Unit immediately prior to the taking shall be paid to the Unit Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

(b) Remaining Portion of Affected Unit. The remaining portion of the Affected Unit, if any, shall be released by the Institutional Mortgagee and conveyed by the Unit Owner to the Association. Such remaining portion of the Affected Unit shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Condominium Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in hereinabove, the work shall be approved in the manner required for further improvement of the Common Elements.

(c) Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Units among the reduced number of Units. The shares of the continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Unit being allocated to all the continuing Units in proportion to their relative share of ownership in the Common Elements.

(d) Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition the remaining portion of the Affected Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium effected by the taking. The Special Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(e) Determination of Market Value of Affected Unit. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Unit Owner, the Institutional Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

13.6 Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

13.7 Amendment of Declaration

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by an amendment executed by the Association and the amendment shall be recorded in accordance with the Act, and a true copy of such amendment shall be mailed certified mail, return receipt requested by the Association to Developer, all Unit Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such amendment amongst the Public Records of Sarasota County, Florida; provided, however, such amendment shall not be recorded until sixty (60) days after the mailing of a copy thereof to the Interested Parties unless such sixty (60) day period is waived in writing by the Interested Parties.

ARTICLE XIV

PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

14.1 New Total Tax

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in the Common Elements, notwithstanding the requirement of Section 718.120(1) of the Act, ("New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Unit Owners of all Units. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Unit Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant percentage interest in the Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant percentage interest in the Common Elements.

14.2 Personal Property Taxes

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the Budget of the Association.

ARTICLE XV
RESPONSIBILITIES OF UNIT OWNERS
AND
USE RESTRICTIONS

In addition to all other obligations and duties of Unit Owners as set forth in this Declaration, every Unit Owner shall have these additional responsibilities:

15.1 Every Unit Owner shall promptly and timely pay maintenance fees and Assessments when levied by the Association.

15.2 To fully comply with all rules and regulations which may be established by the Association, from time to time.

15.3 As described in the Master Documents, all Structures, landscaping and improvements to be built on or in The Waterfront Complex, including the Condominium, must be approved by the Master Association. The Master Documents, as amended, provide the procedure and method for obtaining said approval.

15.4 To fully comply with the following restrictions governing the use of Condominium Property and Units:

(a) No Unit may be used for any purpose other than single family residence. No business, commercial activity or profession shall be conducted in or from any Unit. This restriction shall not be construed to prohibit any Unit Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling personal, business or professional telephone calls or written correspondence including but not limited to personal or professional use of electronic communications such as facsimile, video, texting and copy equipment in and from the Unit. Such uses are expressly declared customarily incident to residential use.

(b) Two dogs or cats will be allowed for owner-residents only. No further pets or animals shall be kept or maintained in the Condominium Unit except as may be allowed by the Bylaws or State Law. No pets will be allowed for lessees/tenants.

(c) There is no restriction on the ages of occupants of Units. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become injured or a source of annoyance to other residents.

(d) There shall be no parking of boats, commercial trucks, trailers, motorcycles or any vehicles other than passenger vehicles (i.e. cars, vans, sport utility vehicles, and non-commercial passenger pick-up trucks) in any parking area except locations which may be designated by the Association for such specific purposes, if any. Notwithstanding the foregoing, the definition of a 'passenger vehicle' shall comply with the definition supplied by the Master Documents, as amended, unless a more restricted definition is adopted by the Board pursuant to the Bylaws.

(e) Units may be rented or leased only after approval by the Association, as provided for in Article XVI of this Declaration, and provided that the entire Unit only may be rented and may not be subdivided, and that the occupancy thereof shall only be by the lessee, his family and guests, and further provided that Units may not be leased or rented for a term less than three (3) months, with a maximum of two three-month leases per year.

(f) The covering and appearance of windows and doors, whether by draperies, shades, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be neutral in color and further subject to rules and regulation of the Association. No reflective window coverings shall be permitted on the windows of a Unit.

(g) All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in areas of any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet, hardwood, etc.), provided a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units must be installed, and written approval of the Board of Directors must be obtained prior to making any such installation. If prior approval is not obtained, the Board, in addition to exercising all the other remedies provided in this Declaration, may require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. No carpeting of any kind may be installed or affixed to concrete surfaces exposed to the elements.

(h) Terraces shall not be obstructed, littered, defaced or misused in any manner. Terraces and walkways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. Pets shall not be left unattended on terraces.

(i) No antennas, aerials, ham radios, satellite dishes, basketball backboards, poles or hoops, bird feeders or other devices shall be permitted on the exterior of a Unit or the Common Elements, except as may be required in connection with the provision of a cable television or master antenna system servicing the Condominium or that comply with the terms of the Master Documents or as may be allowed by any law. No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board of Directors and the Master Association.

(j) Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and therefor the Condominium is exposed to the potential damages of hurricanes, including, but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of the Association. Each Unit Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to their departure by removing all furniture, potted plants and other movable objects, if any, from his or her Terrace, if any, and by designating a responsible firm or individual satisfactory to the Association to care for his or her Unit should the Unit suffer hurricane damage. Because the Building is equipped with impact resistant glass, installation of hurricane shutters is specifically restricted and subject to the approval of the Board, which may in its discretion deny or place restrictions on the request. In the event a Unit Owner fails to remove any item which the Association deems dangerous to leave exposed in a storm, the Association may

cause such item to be removed and stored at the Unit Owner's expense. IN THE EVENT THAT AN EVACUATION ORDER IS ISSUED BY ANY APPLICABLE GOVERNMENTAL AGENCY, ALL OWNERS MUST PROMPTLY COMPLY WITH SAID ORDER.

(k) Each Unit Owner acknowledges that the Garages, parking and storage areas may be below the flood elevation designated in the 100-year flood plain. Each Unit Owner is responsible for removing his or her car and personal property from said garage and storage area in the event of a hurricane, tropical storm, or other potential flood event. The Association shall not be liable to individual Unit Owners or other persons for personal injury or property damage caused said Unit Owner's failure to remove their property from said areas in the event of a storm.

(l) No signs shall be placed on the exterior of a Unit, showing through the window of a Unit, or in the Common Elements.

(m) No clothes or clothes lines shall be attached to or hung from the exterior of a Unit or the Common Elements.

(n) Mitigation of Dampness and Humidity. In addition to the foregoing, each Unit Owner shall be required to maintain appropriate climate control, keep his or her Unit clean, dry, well-ventilated and free of contamination and shall take necessary measures to retard and prevent mold, mildew, toxins and fungi from accumulating in the Unit. Each Unit Owner shall be required to clean and dust the Unit on a regular basis, and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Further, each Unit Owner must use air-conditioning even when not present in the Unit and use exhaust fans whenever cooking, dishwashing, showering and cleaning and clean refrigerator drip pans regularly according to manufacturer's instructions (if refrigerator and freezer doors don't seal properly, moisture may build up and mold can grow there. Remove any mold on door gaskets and replace faulty gaskets). Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Further, given the climate and humid conditions in the area where the Condominium Property is located, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Unit Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. Each Unit Owner, whether or not occupying the Unit, shall continuously run the air conditioning to maintain the Unit temperature at a maximum temperature of seventy-eight degrees (78°), to minimize humidity in the Unit. Unit Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Unit, common hallways, if any, and any other common areas; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each Unit Owner shall be responsible for damage to the Unit and personal property as well as any injury to the Unit Owner and/or occupants of the Unit resulting from the Unit Owner's failure to comply with these terms. Each Unit Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Unit if the Unit Owner fails to remediate same and each Unit Owner shall be responsible for the repair and remediation of all damages to the Unit caused by mold. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed

the risks associated with molds, mildew, toxins and/or fungi and to have released Association from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Unit Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Association shall not be responsible, and Association hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Further, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as hereby required (with all utility consumption costs to be paid and assumed by the Unit Owner). References in this section to climate control and air conditioning shall only be applicable to those portions of the Unit that are air conditioned.

(o) Electrical vehicle charging stations (“EVCS”) may be installed by Unit Owners (an “Individual EVCS”) and/or the Association for the benefit of all Unit Owners (“Common EVCS”) in accordance with Section 718.113(8) of the Act and in compliance with all applicable laws and fire codes. The cost of all electricity associated with, or consumed from the Individual EVC may be billed directly to such respective Unit Owner’s electric meter by the utility provider serving the Condominium or may be a Common Expense as determined by the Association. All costs and expenses for the installation, operation, maintenance, repair and replacement of the Individual EVC shall be the responsibility of such respective Unit Owner(s), including all costs and expenses for any damages to the Individual EVC, Common Elements and/or Limited Common Elements resulting from the installation, maintenance, repair or replacement of the Individual EVC. The respective Unit Owner shall be deemed to have agreed, for such Unit Owner, and such Unit Owners heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Board and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property, and/or from damages to any persons or personal property resulting from, connected with, or relating to, directly or indirectly, such Unit Owners use of the Individual EVC, or the use of the Individual EVC by such Unit Owner's tenant, guest, invitee or other person utilizing same by, through or under such Unit Owner. To the extent that the Condominium now or hereafter contains any Common EVCS, the Common EVCS will be available on a first-come, first-served basis. The Board will have sole discretion whether to implement an individual pay-per-use method with regard to utility consumption costs incurred in connection with use of the Common EVCS. To the extent that utility consumption charges can be monitored on a per use basis, said charges will be deemed a Limited Common Element Expense or a special charge and assessed to the respective Unit Owner utilizing same (whether such use is by the Unit Owner, or his or her guest, tenant or invitee) for the costs of such utility consumption measured and paid for in direct relation to the consumption identified, and will be collectible by the Association in the same manner as "Assessments" hereunder. All costs of operation, maintenance, repair and replacement of the Common EVCS shall be deemed to be Common Expenses. In the absence of any such individual

pay-per-use policy or monitored per use basis described above, utility consumption charges for Common EVCS shall be Common Expenses. The Association may also install a system pursuant to which a credit card or debit card must be used to utilize the Common EVCS. Each Unit Owner electing to use the Common EVCS shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Board, and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Condominium Property, and/or from damages to any persons or personal property resulting from, connected with, or relating to, directly or indirectly, the Unit Owner's elected use of the Common EVCS, or the elected use of the Common EVCS by such Unit Owner's tenant, guest, invitee or other person utilizing same by, through or under the Unit Owner. The Board may adopt, from time to time, rules and regulations regarding the use of the Common EVCS, including, without limitation, rules and regulations regarding the reservation of access to the EVCS, the frequency of use, minimum and/or maximum usage rights, the costs for usage, permitted hours of use and the maintenance responsibilities attributable to usage.

ARTICLE XVI
SALE, RENTAL, LEASE OR TRANSFER

16.1 Option of Association: In the event any Unit Owner desires to sell, transfer, rent or lease his Unit, the Association shall have the option to purchase or lease any such Unit upon the same terms and conditions as are offered by the Unit Owner to any third party, subject to the following provisions:

(a) Prior to sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of its immediate family, the Unit Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, rental, lease, or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may be reasonably required by the Board. The Board shall have ten (10) days to notify the Unit Owner of its decision. Failure to do so shall be deemed a breach hereof, and any sale, rental, lease or transfer in a contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee. Failure of the Board to act within said ten (10) day period shall be the equivalent of its approval and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the President or Vice President of the Association, which may be recorded in the Public Records of Sarasota County, Florida, by and at the expense of the purchaser, lessee or transferee, and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee.

(b) If the proposed sale is bona fide but the Board disapproves the same and exercises its option to purchase, when the Board notifies the Unit Owner of its exercise of the option, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale within the above mentioned ten (10) days and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the notice to the Unit Owner that it exercises its option but fails to deliver the

required deposit, such action shall be the equivalent of its consent which may be established as provided in the procedures in the preceding Subparagraph (a).

(1) If the Board notifies the Unit Owner that it exercises the option and accompanies its notice with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.

(2) Thereupon, the Selling Unit Owner may either close the proposed sale of its Unit with the Association or a member or members to whom its obligation to purchase the Unit has been assigned or withdraw the offer specified in its notice to the Board. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be forfeited by the Association and retained by the Unit Owner who may then consummate the transaction with the party who made the original bona fide offer. To perfect title in its transferee, an affidavit executed by the Selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.

(3) If the proposed transfer is not a bona fide sale, nor excluded by the provisions of this Article, then the fair market value as determined from an independent appraisal shall be used for the transfer price.

16.2 Board Approval: There shall be no sale, lease, transfer of interest nor transfer of possession of a Unit without the prior written approval of the Board. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, which shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board may charge a reasonable transfer fee. The Board must either approve or disapprove the request for approval within ten (10) days after its receipt. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee or transferee. If the Board fails to give the Unit Owner written notice of approval of the proposed lease within the foregoing ten (10) day period, its failure to give such notice shall be the equivalent of its consent.

16.3 Mortgagee Exception: The provisions of this Article restricting transfer of a Unit shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title, or through foreclosure proceedings.

16.4 Separation of Interest: A sale of a Unit shall include all of its appurtenances whether so stated or not, and appurtenances may not be sold separately from a Unit. A lease of a Unit shall include any parking space assigned to it and no parking space may be leased separately from the Unit to which it is assigned. No Unit may be partitioned or subdivided.

16.5 Unauthorized Transaction: Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Association.

16.6 Fee for Approval: No fee shall be charged by the Association in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer and this expense shall not exceed the fee permitted under the Condominium Act, as amended from time to time.

16.7 Notice of Lien or Suit:

(a) Notice of Lien: A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit: A Unit Owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

(c) Failure to Comply: Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

ARTICLE XVII

PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units, subject to the following provisions:

17.1 Decision: The decision of the Association to purchase a Unit shall be made by its Directors, without approval of its membership except as elsewhere provided in this Article.

17.2 Limitations: If at any one time the Association shall be the owner or agreed purchaser of five or more Units, it shall not purchase any additional Units without the prior written approval of seventy-five (75%) percent of the members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon.

ARTICLE XVIII

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations adopted pursuant thereto as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief, in addition to other remedies provided in this Declaration and the Condominium Act:

18.1 Enforcement: The Association, its manager, agent or other authorized persons are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the

Association by such means as are provided by the Condominium Act, including the imposition of reasonable fines as set forth from time to time in the Bylaws.

18.2 Negligence: A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

18.3 Cost and Attorney's Fees: In any action arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Act, the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents as may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs of the proceedings and reasonable attorney's fees as may be awarded by a court.

18.4 No Waiver of Rights: The failure of the Association or of any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIX **AMENDMENTS**

Except as may be otherwise specifically provided for in this Declaration, the provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association may be amended in the following manner:

19.1 Notice: Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

19.2 Resolution: An Amendment may be proposed by either the Board of Directors or by 75% of the members of the Association. The adoption of any proposed amendment, except as elsewhere provided, shall be as follows:

(a) The affirmative approval of not less than seventy-five (75%) percent of entire membership of the Board of Directors, and by not less than seventy-five (75%) percent of the voting interests of the Association; or

(b) By the affirmative approval of not less than eighty (80%) percent of the voting interests of the Association.

19.3 Proviso: As permitted by Section 718.110(11), Florida Statutes, the joinder and consent of record mortgagees is required for those amendments which materially affect the rights and interests of said mortgagees, or as otherwise required by a Federal law. Said consent shall not be unreasonably withheld. Amendments which affect the rights and interests of said mortgagees include any amendments which change the configuration or size of any Unit in any material fashion, material alter or modify the appurtenances to the Unit, or change the proration or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus, unless the record owner of the Unit and all record Owners of liens on it join in the

execution of the amendment and unless all record Owners of all other Units approve the amendment, and the creation of timeshares.

19.4 Execution and Recording: A copy of each Amendment shall be attached to a Certificate certifying that the Amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required for a deed. The Amendment shall be effective when such certificate and a copy of the Amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE XX **TERMINATION**

The Condominium may be terminated in accordance with the provisions of F.S. 718.117 as it exists on the date of recording this Declaration.

ARTICLE XXI **ADDITIONAL RIGHTS OF MORTGAGEE**

If the holder of a mortgage of record on a Condominium parcel acquires title as a result of foreclosure, such acquirer of title and its successors and assigns shall have the following rights:

21.1 Such acquirer shall, as provided in Section 718.116(1)(b), Florida Statutes, be liable for the share of the Common Expenses or Assessments by the Association pertaining to the Condominium parcel so acquired or chargeable to the former Unit Owner of the acquired parcel, which became due prior to the acquisition of the title as a result of the foreclosure.

21.2 It shall not be necessary that such acquired title be approved for purposes by the Board of Directors as contemplated by the provisions of Paragraph 16.2 of this Declaration. However, any such acquirer of title shall comply with all restrictions and limitations as set forth in this Declaration and all rules and regulations of the Condominium.

21.3 Any unpaid share of the Common Expenses or Assessments chargeable to the former Unit Owner or a Condominium Parcel acquired under this Article shall be a Common Expense collectable from all of the Unit Owners including such acquirer its successor and assigns.

21.4 The Association shall, at the request of a mortgagee, report (in addition to the owner) any unpaid Assessments due from the Unit Owner of the Condominium Parcel encumbered by the mortgage and owned by the mortgagee directly to the mortgagee.

ARTICLE XXII **CONDEMNATION**

22.1 The Association by their Board, its officers or designated representatives shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes.

22.2 In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

ARTICLE XXIII
SEVERABILITY

The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles, Bylaws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

ARTICLE XXIV
COVENANTS

The provisions of this Declaration, the Articles of Incorporation, and the Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners, the respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations thereunder.

ARTICLE XXV
NOTICES

Notice provided for in the Condominium Act, Declaration, Articles of Incorporation, or Bylaws, shall be in writing and shall be addressed to the Association or to any Unit Owner at his address as reflected in the Association records or at the mailing address of the Association in Sarasota County, Florida, or at such other address as may hereafter be provided. The Association or Board of Directors may designate a different address or addresses for notice. Any Unit Owner may also designate a written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States Mail, or when delivered in person, or if addressed to a Unit Owner when affixed to the door of his Unit in the building, unless otherwise required by provisions of the Condominium Act.

ARTICLE XXVI
MISCELLANEOUS

26.1 SMOKE FREE ENVIRONMENT. THE CONDOMINIUM IS A NON-SMOKING AND NON-VAPING SMOKE FREE ENVIRONMENT, WHICH INCLUDES THE BUILDING, ALL UNITS AND TERRACE AREAS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. SMOKING, WHICH INCLUDES ALL TYPES OF NICOTINE AND TOBACCO PRODUCTS (I.E., CIGARETTES, CIGARS, PIPES), ALL TYPES OF CANNABIS

DERIVED PRODUCTS AND VAPING, WHICH INCLUDES ALL TYPES OF HANDHELD ELECTRONIC DEVICES THAT VAPORIZE A FLAVORED LIQUID WHICH MAY OR MAY NOT PERMEATE AN ODOR (ELECTRONIC CIGARETTES, ELECTRONIC NICOTINE DELIVERY SYSTEMS, ELECTRONIC NON-NICOTINE DELIVERY SYSTEMS AND PERSONAL VAPORIZERS). SMOKING AND VAPING IS PROHIBITED ON ALL PORTIONS OF THE CONDOMINIUM PROPERTY.

26.2 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personality, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

26.3 Firecrackers and Fireworks. The use and discharge of firecrackers and other fireworks on the Condominium Property are prohibited.

26.4 Generators. During times of power outages, Unit Owners may not use generators as back-up electrical sources.

26.5 Grills. No grill, electric grill, fire pits, fire chimineas, or similar devices are not permitted to be used or maintained on any Common Element or Limited Common Element, including but not limited to, any Terrace. The Association may provide outdoor grills within the Common Elements, in which event such grills shall be for the shared use of the Unit Owners for grilling or barbecuing.

26.6 Spas. Spas, Jacuzzis and hot tubs are not permitted to be installed on any Common Element or Limited Common Element, including but not limited to, any Terrace.

26.7 Social Media. The Association may create an official social media page, forum or website for The Waterfront on Venice Island, Building A, a Condominium. If created by the Association, such social media pages shall be for Unit Owners only, not for public participation by non-Unit Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for The Waterfront on Venice Island, Building A, a Condominium and by acceptance of a deed to a Unit and by participating on such social media page(s), each Unit Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Unit, each Unit Owner who actively participates on such social media page(s) for The Waterfront on Venice Island, Building A, a Condominium agrees to the following conditions and standards: (i) Unit Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Unit Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association or any other Unit Owner(s); and (iii) Unit Owners shall not use

such social media page(s) to report or discuss any violations of the Condominium Documents, any property or Unit issues, or any other issues or problems with The Waterfront on Venice Island, Building A, a Condominium the Association, and such Unit Owner shall report all such issues directly to the Association rather than reporting or discussing such issues on any social media page(s). Each Unit Owner acknowledges and agrees that neither Association nor any management company is responsible for monitoring any social media page(s) for The Waterfront on Venice Island, Building A, a Condominium.

26.8 Board's Rule Making Power. The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents; and (ii) apply equally to all lawful Condominium residents without discriminating on the basis of whether a Unit is occupied by a Unit Owner or his or her lessee.

26.9 Security. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE CONDOMINIUM DESIGNED TO MAKE THE CONDOMINIUM SAFER THAN IT OTHERWISE MIGHT BE. ADDITIONALLY, NEITHER THE ASSOCIATION NOR THE MASTER ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL UNIT OWNERS AGREE TO HOLD THE ASSOCIATION AND THE MASTER ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, NOR THE MASTER ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, NOR THE MASTER ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL UNIT OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF A UNIT OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE ASSOCIATION OR MASTER ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF A UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD ARE NOT INSURERS AND THAT EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF A UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE MASTER ASSOCIATION, AND THEIR RESPECTIVE BOARDS OF

DIRECTORS HAVE MADE NEITHER REPRESENTATIONS NOR WARRANTIES NOR HAS ANY UNIT OWNER OR OCCUPANT OF ANY UNIT, OR ANY TENANT, GUEST OR INVITEE OF A UNIT OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

26.10 Approval of Association Lawsuits By Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of seventy-five percent (75%) of the total voting interests of all of the Unit Owners (at a duly called meeting of the Unit Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes: (a) the collection of Assessments; (b) the collection of other charges which Unit Owners are obligated to pay pursuant to the Condominium Documents; (c) the enforcement of the use and occupancy restrictions contained in the Condominium Documents; (d) dealing with an emergency when waiting to obtain the approval of the Unit Owners creates a substantial risk of irreparable injury to the Condominium Property, any Improvements of the Master Association, or to Unit Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of seventy-five percent (75%) of all of the Unit Owners); or (e) filing a compulsory counterclaim.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration of Condominium, this 26th day of November, 2025.

The Waterfront on Venice Island, Building A, A Condominium

By: Gary Keith
Gary Keith, as President

STATE OF FLORIDA)

)SS:

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by Gary Keith, as President of The Waterfront on Venice Island, who is personally known to me or who has produced FL Drivers License identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of November, 2025.

Patricia Reinhart
Notary Public
Patricia Reinhart

Typed, printed or stamped name of Notary Public

My Commission Expires: 4/25/2028

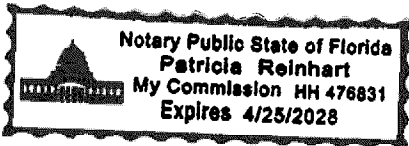
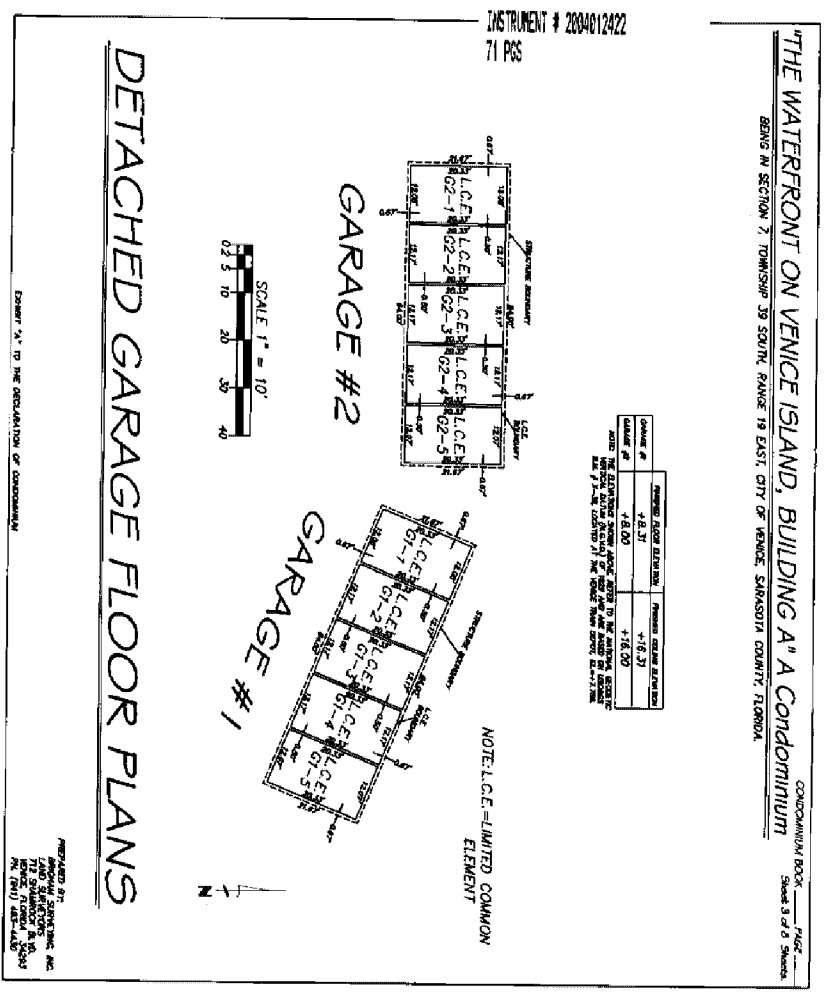
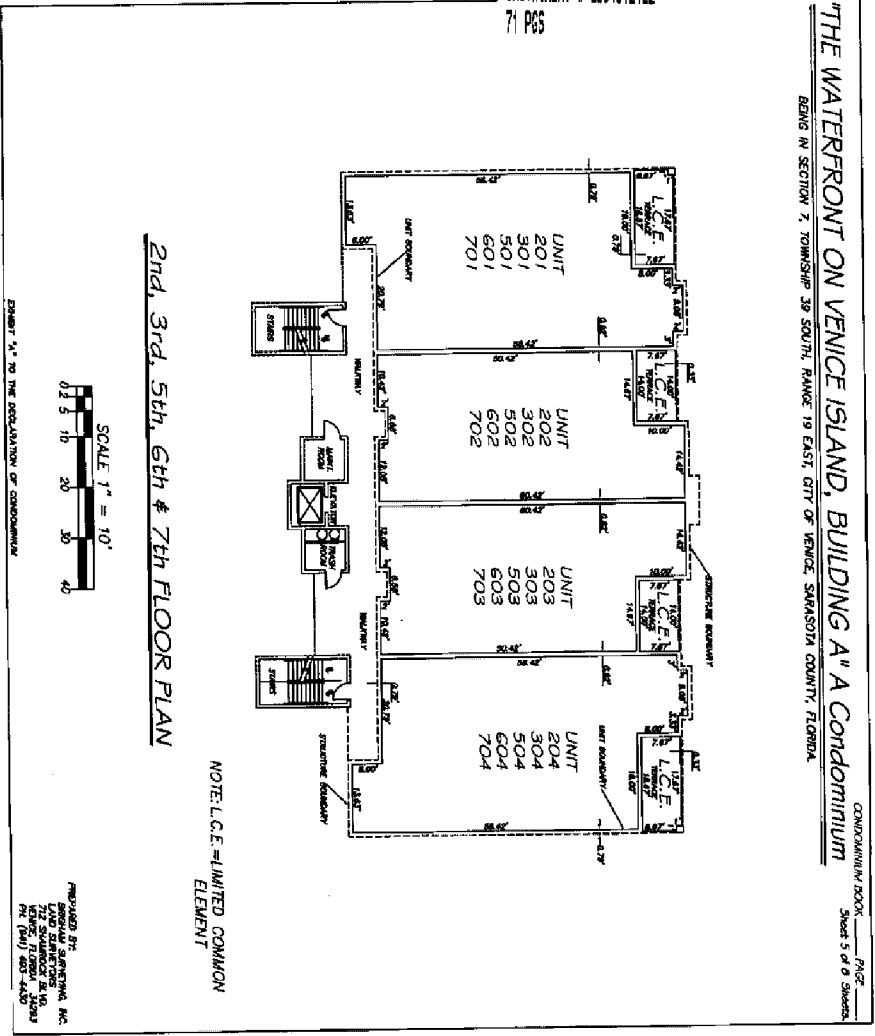


EXHIBIT B



INSTRUMENT # 2004012422
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2nd, 3rd, 5th, 6th & 7th FLOOR PLAN

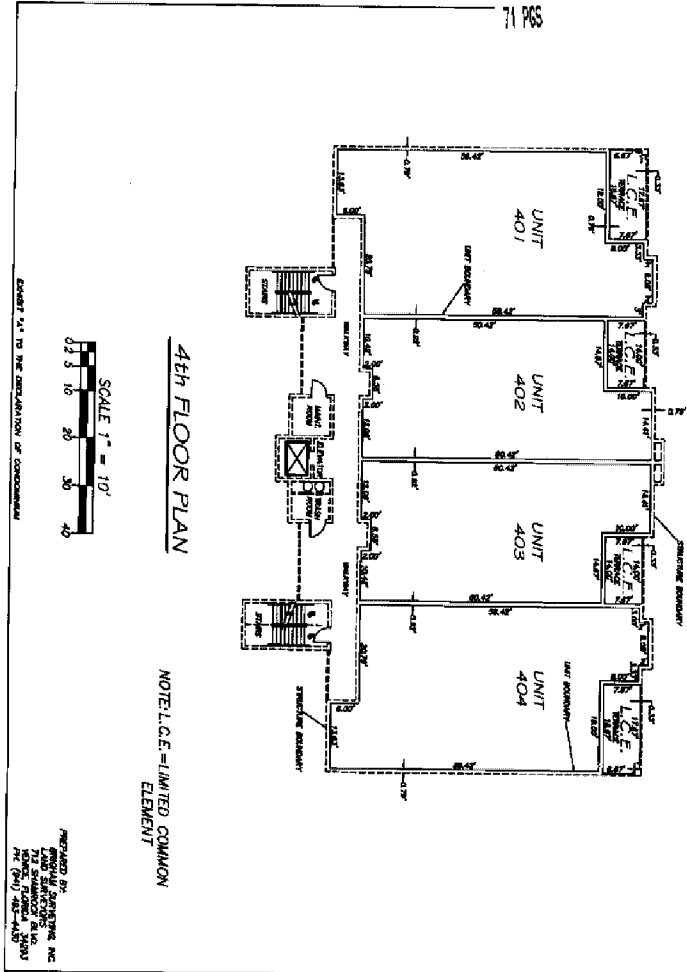
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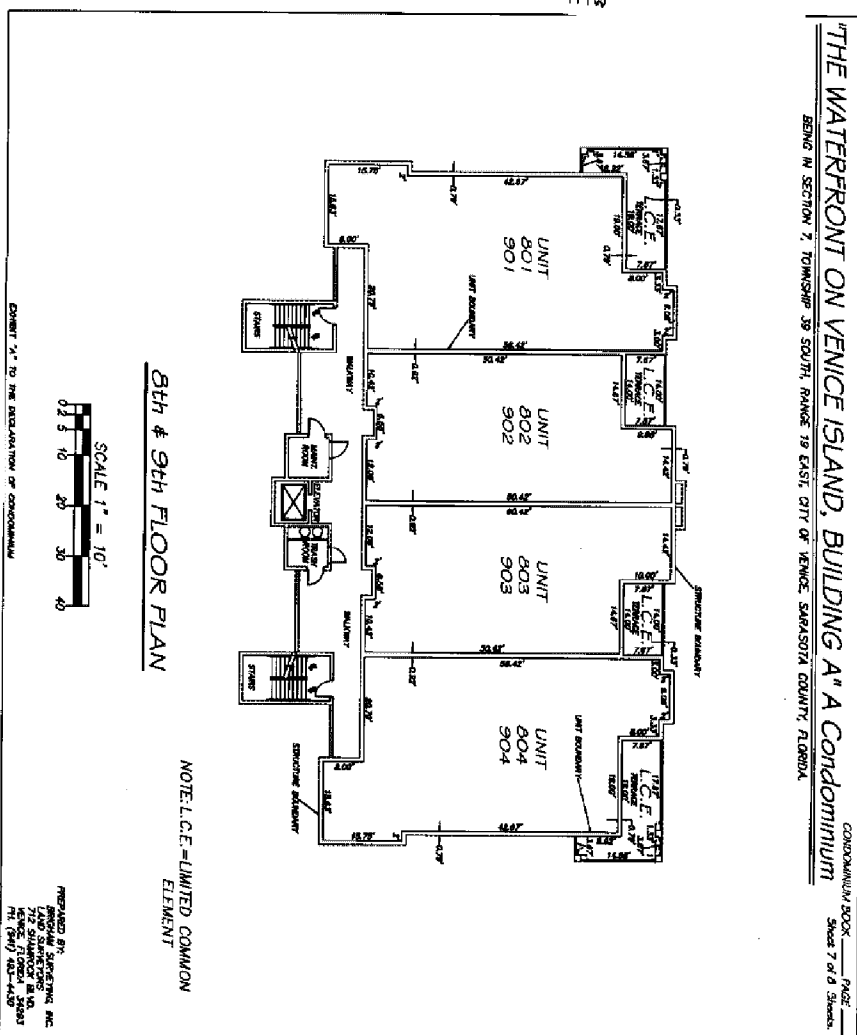
PREPARED BY:
 GEORGE W. SARANTINO, INC.
 725 S. VENICE AVENUE, SUITE 100
 VENICE, FLORIDA 33596
 PH: (813) 482-4430

CONDOMINIUM BOOK PAGE
 SHEET 5 OF 8 SHEETS

THE WATERFRONT ON VENICE ISLAND, BUILDING A "A Condominium
 BEING IN SECTION 7, TOWNSHIP 28 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA

INSTRUMENT # 2004012422
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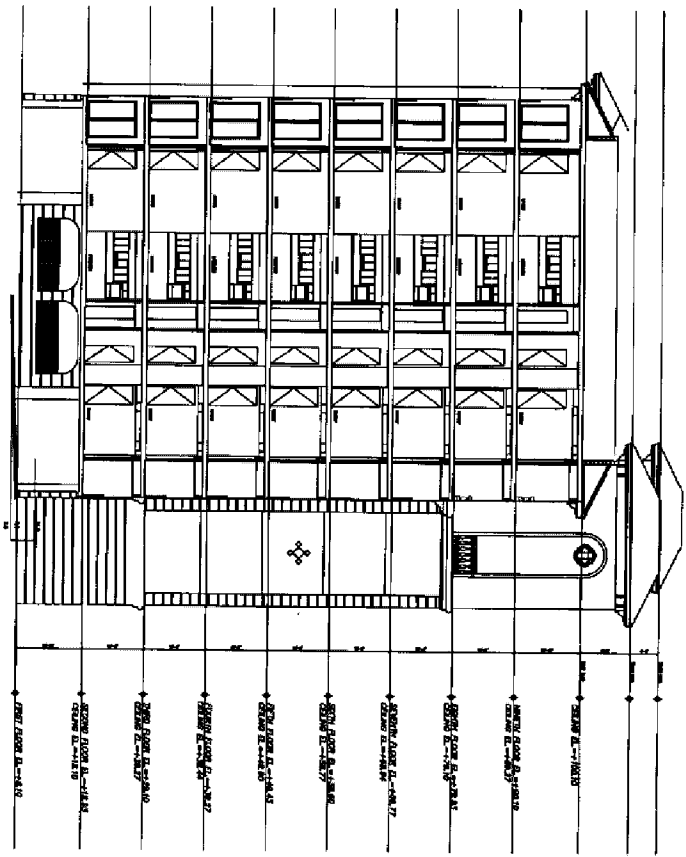




CONDOMINIUM BOOK PAGE
 SHEET 4 OF 8 SHEETS

THE WATERFRONT ON VENICE ISLAND, BUILDING A" A Condominium
 BEING IN SECTION 7, TOWNSHIP 36 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA.

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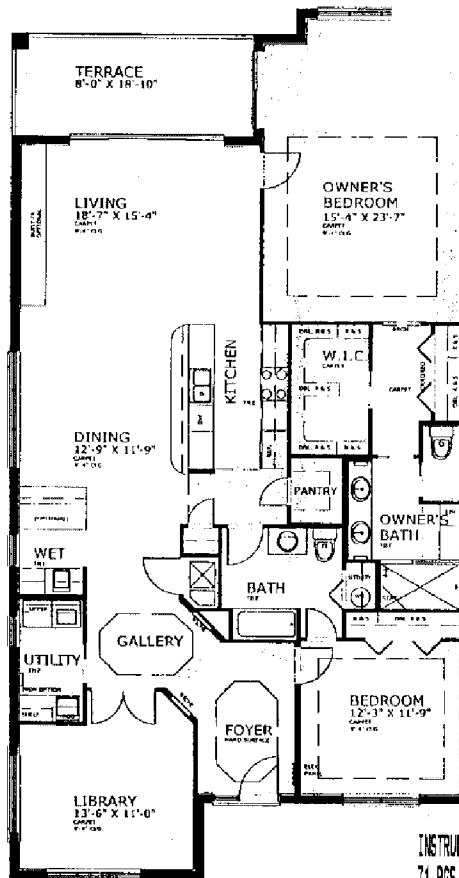
BUILDING ELEVATION PLAN

CONFORMS TO THE REGULATIONS OF CONDOMINIUMS

DESIGNED BY: [Name]
 ARCHITECT: [Name]
 REGISTERED ARCHITECT, FLORIDA

PREPARED BY:
 [Name]
 REGISTERED PROFESSIONAL ENGINEER, FLORIDA

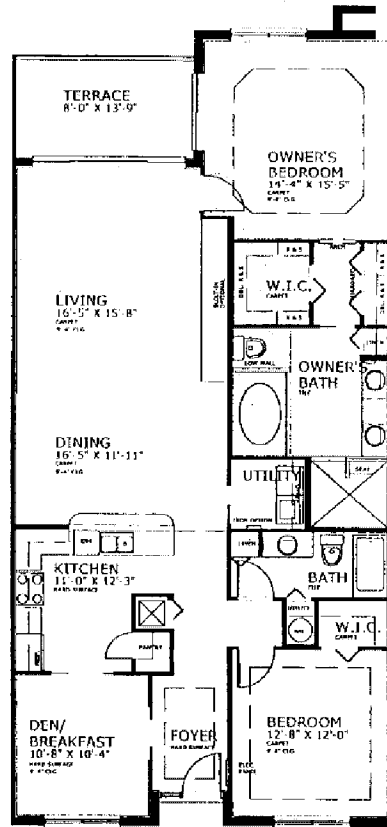
Exhibit "B"
Page Two



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Exhibit "B"
Page Three



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LIVING 1705 S.F.
LANAI 116 S.F.

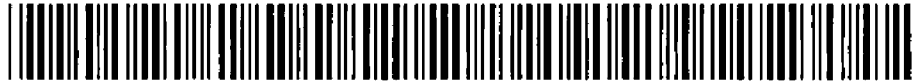
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