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**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**AMENDED AND RESTATED BYLAWS**

**THE WATERFRONT MASTER ASSOCIATION, INC.**

We hereby certify that the attached Declaration of Condominium, the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of THE WATERFRONT MASTER ASSOCIATION, INC. (which original Declaration of Covenants for The Waterfront was recorded at Official Records Instrument No. 2006153156 of the Public Records of Sarasota County, Florida) were duly adopted at the Board of Directors Meeting of THE WATERFRONT MASTER ASSOCIATION, INC. held on July 10, 2017. The Declaration of Condominium, Articles of Incorporation and Bylaws were approved by 100 percent (100%) of the voting interests. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 14<sup>th</sup> day of July, 2017.

Signed, sealed and delivered:  
in the presence of:

THE WATERFRONT MASTER ASSOCIATION, INC.

Sign: Amanda Hawkins

By: Craig Costanzo  
Craig Costanzo, President

Print: Amanda Hawkins

Sign: Colleen T. Goode

Print: Colleen T Goode

Attest:

Sign: Amanda Hawkins

By: Andrew Pruitt  
Andrew Pruitt, Secretary

Print: Amanda Hawkins

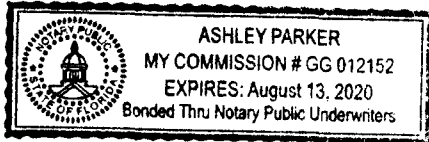
Sign: Colleen T. Goode

(Corporate Seal)

Print: Colleen T Goode

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2017, by Craig Costanzo as President of The Waterfront Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced FL Driver License as identification.



NOTARY PUBLIC

Sign: Ashley Parker

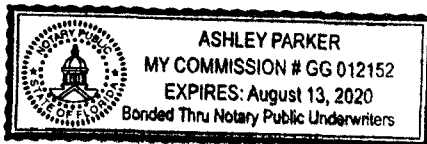
Print: Ashley Parker

State of Florida (Seal)

My Commission expires: August 13, 2020

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2017, by Andrew Pruitt as Secretary of The Waterfront Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced FL Driver License as identification.



NOTARY PUBLIC

Sign: Ashley Parker

Print: Ashley Parker

State of Florida (Seal)

My Commission expires: August 13, 2020

**DECLARATION OF CONDOMINIUM  
FOR  
THE WATERFRONT MASTER ASSOCIATION**

*[Substantial rewording of the original Declaration of Covenants.  
See the Declaration of Covenants and the two amendments thereto for original text.]*

**WHEREAS**, the original Declaration of Covenants for The Waterfront made by SVN PARTNERSHIP, LTD., a Florida Limited Partnership (the original Declarant), for itself, its successors, grantees, and assigns, was recorded on January 22, 2004, in Official Records Instrument #2004012421, et seq., of the Public Records of Sarasota County, Florida; and

**WHEREAS**, the Declaration was first amended when an approved change became effective on August 24, 2006, by recordation in Official Records Instrument #20006153156, et seq., of the Public Records of Sarasota County, Florida; and

**WHEREAS**, the Declaration was amended a second time when an approved change became effective on October 19, 2012, by recordation in Official Records Instrument #2012136781, et seq., of the Public Records of Sarasota County, Florida; and

**WHEREAS**, a comprehensive set of amendments was recently approved by not less than two-thirds of the voting Members of the Master Association, in person, at a meeting held on July 10, 2017, and is to be recorded in the Public Records of Sarasota County, Florida;

**NOW, THEREFORE**, THE WATERFRONT MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter the "Master Association"), does hereby amend and restate the Declaration of Covenants for The Waterfront, 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 resubmit the lands and the residential condominium property, including certain recreational and other common facilities and landscaped areas known as "The Waterfront on Venice Island" to the terms, covenants, conditions, easements and restrictions hereof into this Declaration of Condominium for The Waterfront Master Association that shall be the covenants running with the condominium property and binding on all existing and any future Member Associations and Waterfront Complex Unit Owners, and all others having an interest in the condominium lands or occupying or using them.

**ARTICLE 1  
DEFINITIONS**

The following definitions shall apply to the terms used in this Declaration of Condominium and its recorded exhibits, unless the context clearly requires another meaning.

**1.1 Not Used.**

- 1.2 **"Board"** or **"Board of Directors"** means the Board of Directors of the Master Association.
- 1.3 **"Boat Dock"** means the designated dock area on the Intracoastal Waterway that is maintained by the Master Association. It is sited across the Venetian Waterway Park sidewalk at the northwest portion of The Waterfront Complex as shown on the site plan attached as Exhibit "A" to this Declaration and is discussed in Section 3.16 herein.
- 1.4 **"Common Element(s)"** mean the real property owned by the Master Association, and all improvements thereon.
- 1.5 **Not Used.**
- 1.6 **Not Used.**
- 1.7 **Not Used.**
- 1.8 **"Declaration"** means this document, entitled "Declaration of Condominium for The Waterfront Master Association", as it may be amended from time to time.
- 1.9 **Not Used.**
- 1.10 **"Living Unit"** or **"Unit"** means the ninety-eight (98) residential condominiums located in The Waterfront Complex at 147, 157 and 167 Tampa Avenue East, Venice, Florida, 34285, which are each intended for occupancy by one family or household, as a single-family residence.
- 1.11 **"Master Association"** means The Waterfront Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns, an "Association" as defined in Section 718.103(2), Florida Statutes.
- 1.12 **"Master Documents"** means this Declaration, The Amended and Restated Bylaws of Waterfront Master Association, the Amended and Restated Articles of Incorporation of Waterfront Master Association, and the various rules and regulations of Waterfront Master Association, and all recorded exhibits hereto, as amended from time to time.
- 1.13 **"Member(s)"** or **"Member Association(s)"** means any or all of the Waterfront on Venice Island Building A Condominium Association, the Waterfront on Venice Island Building B Condominium Association and the Waterfront on Venice island Building C Condominium Association, the three (3) condominium associations located in The Waterfront Complex.
- 1.14 **"Owner(s)"** or **"Unit Owner(s)"** means the record owner(s) of the Units located within The Waterfront Complex.

- 1.15 **"Structure"** means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation, all residential condominium buildings, parking areas, swimming pool, Boat Dock, fences, signs, and storage facilities.
- 1.16 **"Surface Water Management System"** means that portion of the Common Elements consisting of swales, inlets, culverts, outfalls, storm drains, vaults and the like, and all connecting pipes and easements used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the Common Elements subject to the jurisdiction of the Southwest Florida Water Management District ("SWFWMD") and the Sarasota County Natural Sciences Division.
- 1.17 **"Venetian Waterway Trail"** means that portion of the Common Elements subject to a public right-of-way easement as shown on Exhibit "A" attached hereto. and more specifically described in Section 4.5 herein.
- 1.18 **"The Waterfront Complex"** or **"The Waterfront on Venice Island"** means the real property shown on the site plan included as Exhibit "A" to this Declaration.

**ARTICLE 2**  
**GENERAL PROVISIONS;**  
**COVENANTS, RESTRICTIONS AND RESERVATIONS RUN WITH LAND**

- 2.1 **General.** The Declarant organized the Master Association primarily to ensure that the Common Elements will be maintained in a manner that will contribute to the comfort and enjoyment of the Owners of all the Units in The Waterfront Complex. The Master Association shall hold title to, or hold an easement over, operate, maintain and repair the Common Elements, including without limitation the recreation facilities, the Surface Water Management System, waste disposal facilities, irrigation systems, roadways, drives, parking areas, and any fire pump and generator building and/or equipment within the Waterfront Complex, and shall pay the costs incidental to these responsibilities and the costs of street lighting for the Common Elements, if any, and take such other action as the Master Association is authorized to take with regard to the Waterfront Complex pursuant to the Master Documents. The Master Association shall operate, maintain and repair all property designated as Common Elements of The Waterfront Complex.
- 2.2 **Right to Use Common Elements.** The right to use the Common Elements shall be appurtenant to and shall run with ownership of a Unit, subject to this Declaration and the Rules and Regulations of the Master Association.
- 2.3 **Carports.** Notwithstanding any other provision hereof, the Master Association may, upon approval of the Board of Directors of the Master Association and without the

necessity of further Member Association or Unit Owner vote, construct and install carports upon Master Association Common Element parking spaces with funds provided solely by certain Unit Owners and shall, as consideration for those funds and such other payment as the Board of Directors of the Master Association determines, lease those carport spaces to those Unit Owners in the Member Associations on such terms and conditions as the Board of Directors of the Master Association determines appropriate. The carport spaces, if constructed, shall be Master Association Limited Common Elements.

**2.4 Assignment of Uncovered Parking Spaces.** The Master Association, as successor in interest to the Declarant, assigned uncovered parking spaces to those Units which were not assigned a parking space under the condominium building in which the Unit is located nor did the Unit owner purchase a Garage Parking Space in a Garage Building. The parking space so assigned to each of these Units shall transfer with the Unit as an appurtenance. Accordingly, each Unit within the Waterfront Complex shall be transferred with at least one assigned parking space, whether that space be located under the condominium building in which the Unit is located, an assigned Garage Parking Space, or an assigned uncovered parking space.

**2.5 Garage Buildings and Assigned Garage Spaces.** There exists on the Master Association's Common Elements, Structures, particularly the Garage Buildings, which are constructed for parking vehicles and storage of personal property. The Garage Buildings are subdivided into Garage Parking Spaces. The exclusive use of these Garage Parking Spaces is assigned by the Member Associations or the Master Association to those persons who hold title to certain Units in the Member Associations. The use of any such Garage Parking Space by any person, other than the person holding a current Garage Parking Space Assignment, may be enjoined by the Master Association. The Garage Buildings and Garage Parking Spaces are Master Association Limited Common Elements. The Garage Buildings, their operation and use requirements are as follows:

- (a) **Common Elements.** The Garage Buildings and Garage Parking Spaces are located on Master Association Common Elements. The Garage Buildings area includes each Garage Building's foundation, roof, exterior walls, doors, windows, electrical wiring and partitions between the parking spaces.
- (b) **Garage Building Identification.** The Garage Buildings are identified according to Parking Space and are included on the site plan attached as Exhibit "A". All Assignments of the seventeen (17) Garage Parking Spaces are subject to the governing documents of the Master Association and shall identify the Garage Parking Space being assigned as Garage Parking Space numbers 3A to 3D (formerly 1 to 4) and 15 to 27. The ten (10) garage parking spaces numbered 1A to 1E and 2A to 2E are subject to assignment under the governing documents of the Building A Member Association.
- (c) **Board of Directors Power.** Notwithstanding any other provision contained in this Declaration, the Master Association may, upon approval of its Board of

Directors and without the necessity of a further vote of the Member Associations, improve, maintain, repair and replace all Garage Buildings and Garage Parking Spaces located on the Master Association Common Elements.

- (d) **Maintenance, Repair and Replacement.** Each Unit Owner who receives an assignment of a Garage Parking Space is obligated to maintain, repair and replace, in equal shares with other assignees of Garage Parking Spaces in his or her same Garage Building, the building's foundation, walls and roof. Each Garage Parking Space Assignee shall also maintain, repair and replace the windows, doors, garage doors and electricity which is located within or is appurtenant to his or her assigned Garage Parking Space. The Master Association shall conduct this maintenance, repair and replacement responsibility as it deems necessary, in its discretion, and present an invoice to each Garage Space assignee with his or her share of the expense incurred. In the event the Garage Space Assignee fails to pay the invoice presented by the Master Association for these expenses, then the Master Association may make and collect the invoiced expenses as a Special Assessment against the Garage Space Assignee and, if necessary, create a lien for the Special Assessment, all in the manner set forth in Articles 6.4 through 6.7 of this Declaration. The electricity to each Garage Parking Space is separately metered and paid by the Garage Parking Space assignee.
  
- (e) **Garage Parking Space Alteration.** No Garage Parking Space Assignee shall alter the Garage Parking Space interior without the Master Association's prior written consent. Alteration as used in this provision includes, but is not limited to, installation of shelving or other fixtures, construction of storage bins, installation of partitions or re-wiring electricity within the Garage Parking Space. In the event the assignee proceeds to alter the Garage Parking Space without the Master Association's consent, then the Board of Directors may enter the Garage Parking Space and remove the alteration. The expense incurred in this self-help remedy shall be invoiced to the Garage Parking Space assignee who altered the Space. In the event the Garage Space Assignee fails to pay the invoice presented by the Master Association for these expenses, then the Master Association may make and collect the invoiced expenses as a Special Assessment against the Garage Space Assignee and, if necessary, create a lien for the Special Assessment, all in the manner set forth in Articles 6.4 through 6.7 of this Declaration.
  
- (f) **Party Walls.** The rights and duties of the Garage Parking Space assignee with respect to party walls shall be governed by the following provisions:
  - (1) **General Rules of Law Apply.** Each wall built as part of the original construction and placed on the dividing line between such Garage Parking Spaces shall constitute a party wall. Without limiting the foregoing, in the event property damage is caused to a neighboring Garage Parking Space assignee due to the negligent act or omission of another Garage Parking Space assignee in the same or a neighboring Garage Building, the

negligent Garage Parking Space assignee shall be liable for such property damage.

- (2) **Sharing of Repair and Maintenance.** The costs of reasonable repair and maintenance of a party wall shall be shared by the adjoining Garage Parking Space assignee in equal proportions as set forth in paragraph (d) above.
- (3) **Casualty Loss.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent such destruction or damage is not covered by Master Association insurance and repaired out of the proceeds of such insurance, the adjoining Garage Parking Space assignees shall restore the party wall, and each shall contribute one-half of the costs of such restoration. Each Garage Parking Space assignee shall be responsible for insuring the portion of the party wall located on their assigned Garage Parking Space.
- (g) **Insurance.** The Master Association shall maintain reasonable and adequate insurance on the Garage Buildings and this expense shall be a common expense. The deductible on the Master Association's insurance policy shall be paid by the Garage Parking Space assignees in equal shares, unless such casualty event is the result of an assignee's negligent or intentional act in which case that assignee shall be responsible to pay the Master Association's insurance deductible. Each Garage Space assignee shall maintain a liability and hazard policy for his or her assigned Garage Parking Space. The Master Association shall be named on this insurance policy as an additional insured. The Master Association shall have no liability or responsibility for damage or theft for items stored in the assigned Garage Parking Spaces, except if the incident relates to the Master Association's maintenance, repair and replacement responsibility as set forth above.
- (h) **Initial Memorandum of Assignment of Garage Parking Spaces.** In order to correct the lack of documentation regarding assignment of use rights for the Garage Parking Spaces, the following process was required for all Unit Owners who were assigned a Garage Parking Space as of March 1, 2012. Those Unit Owners executed a Memorandum of Garage Parking Assignment that was presented by the Master Association if such assignee was the original party assigned use rights by the Declarant to the assigned Garage Parking Space. In the event the Unit Owner holding use rights to a Garage Parking Space was not the original party who obtained such use rights from the Declarant, then the Unit Owner executed an Assignment of Garage Parking Space presented by the Master Association.
- (i) **Assignment of Garage Parking Spaces.** The Garage Space assignee may assign for consideration the exclusive right to use Garage Parking Spaces by way of an assignment, only to a Unit Owner of one of the Member Associations. However, if the Garage Parking Space is the only parking space assigned to the Unit, then



the Unit Owner is not permitted to assign the right to use that Garage Parking Space to another Unit. Each time the right to use a Garage Parking Space is assigned to another Member Association Unit Owner, the Master Association's written consent to the assignment is required. The Master Association shall prepare the Assignment of Garage Space transfer document and provide it to the appropriate Member Association Unit Owners for signature. In the event the assignment is made without the signed Master Association consent, then the assignment shall be deemed invalid. The Master Association Assignment of Garage Parking Space form is required to be utilized for each assignment of Garage Parking Space.

- (j) **Transfer Fee.** A Transfer Fee shall be paid to the Master Association from the Garage Space Assignee for each Assignment of Garage Parking Space. The Transfer Fee amount shall be determined at the discretion of the Board of Directors, from time to time.
- (k) **Non-Unit Owner Requirement to Assign Garage Parking Space.** The Member Association Unit Owner shall have one hundred twenty (120) days from the date he or she no longer owns record or beneficial title to a condominium Unit in one of the Member Associations to assign the Garage Parking Space to another Member Association Unit Owner. In the event an Assignment of the Garage Parking Space to another Member Association Unit Owner is not completed within that timeframe, the Garage Parking Space Assignment shall terminate and the exclusive right to use the Garage Parking Space shall automatically transfer to the Master Association. Any personal property remaining in the Garage Parking Space shall be deemed abandoned and the Master Association has the right to dispose of the property as it deems appropriate. The Master Association thereafter has the power to transfer the Garage Parking Space, by way of an assignment, for adequate consideration, to another Member Association Unit Owner.
- (l) **Rules and Regulations.** The Master Association has the power to create and enforce Garage Building and Garage Parking Space Rules and Regulations, from time to time, which Rules and Regulations shall be enforced according to the requirements of this Declaration.

**2.6 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, Member Associations and persons to whom an Owner has delegated his or her right of use in and to the Common Elements, but also to any person occupying an Owner's Living Unit under lease from the Owner or by permission or invitation of the Owner or his or her tenants, express or implied, licensees, invitees or guests. Failure of an Owner to notify any person of the existence of the easements, covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of the Master Association to enforcement of these provisions. In addition, the Owner shall be responsible for any and all violations of these provisions by his or her tenants, delegates,

licensees, invitees or guests, and by the guests, licensees and invitees of his or her tenants, at any time.

**2.7 Members' Rights and Easements.** Every Owner shall have a non-exclusive easement of enjoyment and use in and to the Common Elements. The right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to any limitation set forth in this Declaration, including without limitation:

- (A) The right of the Master Association to determine its annual Assessments for operations and capital reserves to be paid by the Unit Owners and the right to make special and non-recurring Assessments;
- (B) Not used;
- (C) The right of the Master Association to grant easements over, across or through the Common Elements or any part thereof;
- (D) The right of the Master Association to borrow money for the purpose of improving the Common Elements, and in aid thereof, to mortgage Common Elements;
- (E) The right to take such steps as are reasonably necessary to protect Common Elements against foreclosure; and
- (F) The Articles of Incorporation and Bylaws of the Master Association, and any Rules and Regulations governing use and enjoyment of the Common Elements adopted by the Master Association.

**2.8 Delegation of Rights.** An Owner may temporarily delegate his or her right of use in and to the Common Elements to his or her non-resident guests or to tenants who reside in the Living Unit of the Owner, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Bylaws and the Master Association's Rules and Regulations. Each Owner shall be financially and legally responsible for the actions of any person to whom the Owner has delegated his or her right to use the Common Elements.

**2.9 Conveyance and Use.** Except for the Venetian Waterway Trail, any real property conveyed, leased, or the use of which has been granted by any third party to the Master Association as Common Elements is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Unit Owners who are members of the Member Associations.

**2.10 Master Association's Rights and Powers.**

- (A) Subject to this Declaration and any other applicable recorded instruments, including the Master Association's Articles of Incorporation and Bylaws, the

Master Association shall have the right, and the power, to develop, promulgate and enforce reasonable Rules and Regulations for the use and enjoyment of Common Elements.

- (B) No Common Elements shall be used in violation of any Rule or Regulation or other requirement of the Master Association established pursuant to the provisions of this Declaration, Articles of Incorporation, or the Bylaws of the Master Association.

### **ARTICLE 3 USE RESTRICTIONS**

The following restrictions, in addition to the Rules and Regulations hereafter promulgated by the Board of Directors, shall govern the use of the Common Elements and the conduct of the users.

- 3.1 Compliance with Laws, Nuisance.** The use of the Common Elements shall be consistent with existing law, the Master Documents, and the governing documents of the Member Associations. No obnoxious, unpleasant or offensive activity shall be carried on, nor any activity which would be disturbing or a reasonable source of nuisance or annoyance to the Unit Owners and residents of The Waterfront Complex. The Common Elements shall not be obstructed, littered, defaced or misused in any manner.
  
- 3.2 Motor Vehicles; Parking.** No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home, commercial vehicle of any kind or disabled vehicle is permitted to be parked, kept or stored in The Waterfront Complex, unless an area is specifically designated for same by the Master Association in the Rules and Regulations. No vehicle may be parked anywhere other than in parking spaces or in Parking Garages. Parking on lawns or landscaped areas is prohibited. No motorcycles, motor scooters, mopeds, golf carts or other similar vehicles shall be parked on the Common Elements. No commercial vehicle of any kind (other than those temporarily present on service business) may be parked in the Common Elements for more than four (4) hours per day, unless such vehicle is necessary in the actual construction or repair of a Unit or other structure or for grounds maintenance or maintenance of public utilities. The parking of 2-axle, non-commercial pickup trucks is permitted. The parking of vans and other vehicles will be permitted if the following requirements are met.
  - (A) The vehicle is used primarily for personal, non-business purposes, and does not bear any signs or logo.
  - (B) The vehicle must have windows on all sides and rear, and seating capacity throughout.
  - (C) The vehicle is not equipped with racks, toolboxes or other equipment normally associated with commercial activity.

- (D) The vehicle is not used as a domicile or residence, either permanent or temporary.
- 3.3 Litter.** No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon the Master Association's properties except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup, as required. All containers, dumpsters and other garbage collection facilities shall be kept in designated areas and kept in a clean condition with no noxious or offensive odors emanating therefrom.
- 3.4 Pets.** No animals or pets are allowed on the Common Elements except to the extent permitted by the respective declarations of condominium or other governing documents of each Member Association. Further, cats and canines shall be allowed only if carried, or on a leash, while on the Common Elements. Pets are not permitted within twenty-five (25) feet of the swimming pool.
- 3.5 Correction of Health and Safety Hazards.** Any conditions which are deemed by the Master Association to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Master Association and the cost thereof shall be charged to the responsible Owner or Member Association.
- 3.6 Lighting.** All exterior lighting, including that maintained by the Member Associations, shall be accomplished in accordance with lighting plans approved in writing by the Master Association Board of Directors.
- 3.7 Alteration of Common Elements.** No Member Association or its respective Owners or occupants shall make any alteration or improvement of the Common Elements, except as authorized, in writing, by the Master Association Board of Directors.
- 3.8 Outdoor Cooking.** No barbecuing or outdoor cooking of any type shall be permitted on the Common Elements, except where the Master Association Board of Directors designates a place or provides facilities for such type of cooking, and then such activity may be undertaken only in conformity with the rules established for the use of such facilities.
- 3.9 Attire.** Residents and guests may utilize the swimming facilities only if attired in appropriate apparel which conforms to the Rules and Regulations pertaining to the use of such facilities, as same may from time to time exist.
- 3.10 Camping.** No tents or camping facilities shall be permitted on the Common Elements.
- 3.11 Signs; Advertisements.** No Member Association or its respective Owners or occupants shall post any advertisements, signs or posters of any kind in or on the Common Elements, unless authorized in writing by the Master Association Board of Directors.
- 3.12 Landscaping; Sprinkler System.** Areas not covered by Structures, walkways, parking facilities or recreation facilities shall be maintained as lawns or landscaped areas to the

pavement edge of any abutting streets and to the waterline of any abutting canals, waterways, or water management areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn. Certain areas as determined by the Master Association Board of Directors may remain in a natural or unimproved state. All lawns, landscaping, and sprinkler systems within the Common Elements shall be maintained by the Master Association. EACH UNIT OWNER ACKNOWLEDGES THAT ANY WATER PROVIDED FOR IRRIGATION PURPOSES MAY BE UNTREATED WATER OR TREATED EFFLUENT REUSE WATER. NEITHER THE MASTER ASSOCIATION NOR THE MEMBER ASSOCIATIONS SHALL BE RESPONSIBLE FOR THE QUALITY OF WATER PROVIDED FOR SUCH IRRIGATION PURPOSES.

**3.13 Surface Water Management System.** It shall be the responsibility of each Owner, Master Association, and Member Association to comply with the construction plans of the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner, Master Association, or Member Association may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, if any, as described in the approved permit and the plat(s) for The Waterfront Complex and its three (3) residential condominium buildings unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner, Master Association, and Member Association's responsibility not to remove native vegetation that become established within the wet detention ponds. Removal includes dredging, the application of herbicides or algacides, introduction of grass carp, and cutting. Owners, Master Association, and Member Associations should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the subdivision and the regulations of SWFWMD.

The Surface Water Management System for The Waterfront Complex shall be installed, operated and maintained by the Master Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority.

**3.14 Sidewalks.** Sidewalks in the Common Elements, excluding the Venetian Waterway Trail, shall be maintained by the Master Association.

**3.15 Underground Utilities.** All electric, telephone, and other utility lines shall be installed underground to the extent possible.

**3.16 Boat Dock.** The operation and maintenance of the Boat Dock in the Waterfront Complex, including electrical and water service, is a common expense of the Master Association.

The Boat Dock may be used by the Owners and their guests according to Rules and Regulations promulgated by the Master Association Board of Directors.

Use of the Boat Dock will be made available to Unit Owners by the Master Association and may be made available to persons and entities other than Unit Owners, subject to separate agreements between the Master Association and the other party. The permitting for the Boat Dock specifies that it is for day-docking on a first come, first served basis. There are nine (9) dock spaces, not boat slips, where boats may be tied up for a short period of time not to exceed three (3) days/two (2) nights. Extended stay is prohibited.

The following activities are prohibited at the Boat Dock: (A) No live-aboard vessels are permitted; (B) No pump-out of any waste materials or liquids is permitted; (C) No fish cleaning is permitted; (D) No maintenance of any kind is permitted; and (E) No fueling of vessels is permitted.

Use of the Boat Dock shall also comply with the conditions of the Southwest Florida Water Management District Environmental Resource Permit 44016909, as amended, and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease Number 580339602 recorded in Official Records Instrument #2006103367 of the public records of Sarasota County, Florida.

## **ARTICLE 4 EASEMENTS**

### **4.1 Access, Utility and Other Easements.**

(A) The Master Association hereby grants and declares that a non-exclusive easement for access, ingress and egress shall exist over all portions of The Waterfront Complex which are subsequently developed and improved for the purpose of utilities, common parking areas, streets, water management and drainage, driveways, ingress and egress, so that the integrity of The Waterfront Complex shall be maintained. Such easements shall exist for the benefit of each Owner (and their respective mortgagees, heirs, successors and assigns) of each Living Unit in The Waterfront Complex. The easements hereby created shall run to the benefit of any properties subject to this Declaration, the Owners and their tenants, visitors, and licensees in common with all persons having a like, non-exclusive perpetual right of ingress and egress over and across the Waterfront Complex in such areas as are subsequently developed and improved for utilities, common parking areas, streets, water management and drainage, driveways, walkways, ingress and egress.

(B) **Not used.**

(C) The Master Association hereby grants and declares that an easement is created and reserved over, across and upon the Common Elements to and for the benefit of the Member Associations and Living Units for and to the extent that any structure or building or appurtenance thereto, such as, but not limited to, sidewalks or staircases, constructed upon Member Associations' real property encroaches upon any properties of the Master Association. This easement shall exist to the extent of any such encroachment as long as the encroachment exists and is a covenant running with the land and may not be revoked. Any lien encumbering these easements shall automatically be subordinate to such easements.

**4.2 Service Easement.** The Master Association hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities that service the Waterfront Complex, and to such other persons as the Master Association may from time to time designate, the non-exclusive, perpetual right of ingress and egress over and across the Waterfront Complex for the sole purpose of performing their authorized services.

**4.3 Not Used.**

**4.4 Not Used.**

**4.5 Venetian Waterway Trail.** The public has been granted an easement to the area designated as the Venetian Waterway Trail, as shown on Exhibit "A" attached hereto and incorporated herein. The Venetian Waterway Trail is a public park and is maintained by the Sarasota County Parks & Recreation Department.

**4.6 WCIND Easement.** The West Coast Inland Navigation District ("WCIND") has an easement over that portion of the Common Elements identified in the easement recorded in O.R. Book 15, Page 50, and O.R. Book 450, Page 733, of the public records of Sarasota County, Florida, and includes the right for WCIND to enter onto the easement property to maintain and enlarge the waterway.

## **ARTICLE 5 MASTER ASSOCIATION**

The operation of the Common Elements is by The Waterfront Master Association, Inc., a Florida not-for-profit corporation, which shall perform its function pursuant to the following:

**5.1 Articles of Incorporation.** A copy of the Amended and Restated Articles of Incorporation of the Master Association as of July 10, 2017, is attached as Exhibit "B".

- 5.2 Bylaws.** The Bylaws of the Master Association shall be the Amended and Restated Bylaws of the Master Association as of July 10, 2017, that are attached as Exhibit "C", as they may be amended from time to time.
- 5.3 Delegation of Management.** The Master Association may contract for the management and maintenance of the Common Elements and employ a licensed manager or management company to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds made available by the Master Association for such purposes. The Master Association and its officers, however, shall retain at all times the powers and duties provided in the Condominium Act.
- 5.4 Membership.** The members of the Master Association shall be the three (3) Member Associations, all Florida not-for-profit corporations, within The Waterfront Complex. The Owners of the individual Living Units are not Members. If any Member Association is voluntarily dissolved (except incident to a merger with the Master Association), that Member Association's right to membership in the Master Association shall be transferred to another corporation, or to a trustee, which shall have and exercise such Member Association's membership rights, obligations and privileges as long as the Master Association exists.
- 5.5 Acts of the Master Association.** Unless the approval or affirmative vote of the Member Associations or Owners is specifically made necessary by some provision of the law or the Master Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by the Master Association Board of Directors, without a vote of the Member Associations or the Owners. The Officers and Directors of the Master Association have a fiduciary relationship to the Member Associations. An Owner or Member Association does not have the authority to act for the Master Association by reason of being an Owner or a Member Association, respectively.
- 5.6 Powers and Duties.** The powers and duties of the Master Association include those set forth in Chapter 617 and Chapter 718, Florida Statutes, and the Master Documents. The Master Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Master Association include, but are not limited to, the maintenance, management, and operation of the Common Elements. The Master Association may impose reasonable fees for use of the Common Elements. The Master Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interest in lands or facilities, regardless of whether the lands or facilities are contiguous to the Common Elements. The Master Association Board of Directors may levy special Assessments as it determines appropriate.
- 5.7 Official Records.** The Master Association shall maintain its official records as required by law. The records shall be open to inspection by Member Associations, Owners, or



their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the person seeking copies.

- 5.8 Acquisition of property.** The Master Association has the power to acquire property, both real and personal. The power to acquire said property shall be exercised by the Master Association Board of Directors subject to approval of at least 75% of the voting interests held by the Member Associations whenever the acquisition price exceeds \$500,000.
- 5.9 Disposition of Property.** Any property owned by the Master Association, except for the Boat Dock, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 5.8 above.
- 5.10 Limitation on Liability.** Notwithstanding its duty to maintain and repair the Common Elements, the Master Association shall not be liable to individual Owners or other persons for personal injury or property damage caused by any latent condition of the Common Elements, or caused by the elements or Unit Owners or other persons.
- 5.11 Maintenance.** The Master Association shall be responsible for the maintenance, repair, replacement and control of all Common Elements, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times.

The maintenance and operation of the Surface Water Management System, including, but not limited to, swales, ditches, retention and detention ponds within The Waterfront Complex, wherever located, shall be the responsibility of the Master Association, and the expenses associated therewith shall be designated as common expenses. If the Surface Water Management System, or related facilities, are not adequately maintained in accordance with Sarasota County and/or SWFWMD standards, or if the Master Association should fail to exist, Sarasota County and/or SWFWMD shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. Sarasota County and/or SWFWMD shall have the right to recover all expenses of such operation, maintenance, and repair by imposing and enforcing Assessments, including the right to impose liens, as set forth in these restrictions.

- 5.12 Partition Prohibited.** There shall be no judicial partition of the Common Elements, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in The Waterfront Complex, or any part thereof, seek judicial partition thereof except in connection with a dissolution of the Master Association.
- 5.13 Security.** The Master Association may, but shall not be obligated to, maintain or support certain activities within The Waterfront Complex designed to make the Waterfront Complex safer than it otherwise might be. NEITHER THE MASTER ASSOCIATION NOR ANY MEMBER ASSOCIATION, MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE WATERFRONT COMPLEX OR

THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL UNIT OWNERS AGREE TO HOLD THE MASTER ASSOCIATION AND ANY MEMBER ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE MASTER ASSOCIATION NOR ANY MEMBER ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE WATERFRONT COMPLEX, AND NEITHER THE MASTER ASSOCIATION NOR ANY MEMBER ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS AND THE MEMBER ASSOCIATIONS DO NOT REPRESENT OR WARRANT THAT ANY FIRE OR SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE MASTER ASSOCIATION OR ANY MEMBER ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE OR SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE OR SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS AND THE MEMBER ASSOCIATIONS ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES AND THE MEMBER ASSOCIATIONS HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE WATERFRONT COMPLEX.

- 5.14 Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of the Member Associations as hereinafter provided. The Master Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Member Associations 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 insurer, attorney retained

by the insurer, and/or the attorney being retained by the Master Association for the litigation, or other specialist as appropriate. The Master Association shall assess all Unit Owners 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 Unit Owner in the manner provided in Section 6.1. 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 at least 74 of the 98 voting interests [seventy-five percent (75%)] held by the Member Associations. This Section shall not apply, however, to (a) actions brought by the Master Association against parties 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 Master Association in proceedings instituted against it.

## **ARTICLE 6 ASSESSMENTS AND FEES**

- 6.1 Method of Establishing Assessments.** In accordance with Section 6.5 of the Bylaws, the Master Association Board of Directors shall consider and adopt an annual operating budget and capital reserves plan sufficient to enable the Master Association to perform its functions for the ensuing year and comply with Florida law. The Board of Directors shall assess against each Unit Owner its proportionate share of the budget and the capital reserves plan, such proportionate shares being determined by the total amounts to be assessed for common expenses pursuant to the budget and for capital reserves, each divided by 98, the total number of Units within the Waterfront Complex. Each Unit Owner shall be responsible for the payment of Assessments to the Master Association, as hereinafter provided. The Master Association Board of Directors shall then promptly notify all Member Associations, in writing, of the amount, frequency, and due dates of the Assessments per Unit.
- 6.2 Collection and Payment by Member Associations.** Anything contained herein to the contrary notwithstanding, each Member Association shall collect all quarterly Assessments for common expenses and for capital reserves payable to the Master Association by the Owners who are members of the Member Associations, and shall submit the Assessments to the Master Association on or before the date when same are due.
- 6.3 Payment of Annual Assessments.** Unless the Board of Directors otherwise provides, annual Assessments shall be billed in quarterly installments, payable in advance by the tenth (10th) day of each calendar quarter.

- 6.4 Special Assessments.** The Master Board of Directors may levy special Assessments as it determines appropriate. Notice of the meeting of the Board of Directors at which such Assessments shall be considered shall be posted and mailed to each Unit Owner at least fourteen (14) days in advance of the meeting, except in the event of an emergency. Special Assessments are due on the day specified in the Master Board of Directors resolution approving such Assessment. The notice of any special Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s). In the event that funds remain unspent after all expenditures for which the special Assessment was made have been paid, any excess unspent funds will be transferred to common operating surplus, or may, at the discretion of the Board of Directors, be transferred to the pooled capital reserves or returned to Unit Owners.
- 6.5 Collection of Assessments.** The Board of Directors may adopt and promulgate Rules and Regulations for the collection of all Assessments, and the determination and collection of Assessments against the Unit Owners shall be subject to the following provisions:
- (A) Assessments or installments thereof remaining unpaid longer than ten (10) days after the due date shall bear interest from the due date at the highest rate allowed by law, all payments on account shall be first applied to interest and then to the Assessment payment first due. The Master Association shall also have the right to charge a late fee.
  - (B) No Unit Owner may exempt himself or herself from liability for its Assessment hereunder by waiver of the use and enjoyment of any of the Common Elements.
- 6.6 Not used.**
- 6.7 Lien for Assessments.** The Master 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 Master 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 Owner thereof, the name and address of the Master 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 Master Association or by the managing agent of the Master 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. The Master 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 Master Association shall have the power to purchase the Unit at a 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 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), Florida Statutes, be liable for unpaid Assessments or common expenses by the Master Association pertaining to such Unit which became due and payable prior to the acquisition of title as a result of the foreclosure.

## **ARTICLE 7 INSURANCE; RECONSTRUCTION AFTER CASUALTY**

- 7.1 Required Coverage.** The Board of Directors shall obtain and maintain at all times the insurance listed below. The named insured on all insurance policies upon the Common Elements shall be the Master Association, individually and as agent for each Member Association and their respective Owners, without naming them.
- (A) Liability Insurance.** Public liability insurance covering all of the Common Elements and insuring the Master Association, the Member Associations, and their respective Owners as their interests appear, in such amounts as the Master Association Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be One Million Dollars (\$1,000,000). Premiums for such insurance shall be chargeable as an operating expense of the Master Association, and shall be assessed against and paid for by each of Unit Owners of the Member Associations as provided for in Article 6 hereof. The Master Association shall not be responsible for purchasing liability insurance to cover accidents occurring outside the Common Elements.
- (B) Property Insurance.** Insurance against vandalism, malicious mischief, fire, windstorm and other perils normally covered by a standard "all-risk" property contract, insuring all of the insurable improvements upon the land and personal property owned and to be owned by the Master Association, for at least eighty percent (80%) of the full replacement value, together with such other insurance as the Master Association may deem necessary. Premiums for such insurance shall be chargeable as an operating expense of the Master Association and shall be assessed against and paid by each of the Unit Owners as provided for in Article 6 hereof. The Master Association shall annually make an analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year.

- (C) **Other Insurance.** Such other insurance as the Board of Directors shall determine from time to time to be desirable, such as fidelity bonds and Directors and Officers liability insurance. Premiums for such insurance shall be an operating expense of the Master Association and shall be assessed against and paid by each of the Unit Owners as provided for in Article 6 hereof.
- 7.2 **Distribution of Proceeds.** If a loss occurs for which the proceeds of insurance policies are received, payments under the policies shall be disbursed and expended in the following manner:
- (A) If the damage for which the proceeds are paid is to be repaired or reconstructed, the Master Association shall pay the proceeds to defray the costs thereof as elsewhere provided. Any proceeds remaining after the defraying of such costs shall become part of the common operating surplus.
- (B) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall become part of the common operating surplus of the Master Association.
- 7.3 **Master Association as Agent.** The Master Association is irrevocably appointed agent for each Member Association, their respective Owners, and for each holder of a mortgage or other lien upon a Living Unit, and for each owner of any other interest in the Master Association's real and personal property to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases for payment of claims.
- 7.4 **Other Property.** Each Member Association and their respective Owners shall obtain insurance coverage at their own expense upon their own property and for their own personal liability and living expenses.
- 7.5 **Reconstruction or Repair After Casualty.** If any part of the Common Area shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be made by the Master Association Board of Directors. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, and if the Master Association Board of Directors has determined to proceed to reconstruct and repair, the Master Association Board of Directors may make a special Assessment against each Unit Owner in order to obtain funds sufficient for the payment of such costs. Special Assessments shall be levied against each Unit Owner in the shares provided in Section 6.1 above.

## ARTICLE 8 COVENANT AND RULE ENFORCEMENT; DISPUTE RESOLUTION

- 8.1 **Covenant and Rule Enforcement.** The Master Association has the power to enforce all covenants, conditions, and restrictions set forth in this Declaration, and to promulgate and

enforce administrative Rules and Regulations governing the use of the Common Elements. Enforcement actions for damages, or for injunctive relief, or both, may be brought by any Member Association or the Master Association against: (a) The Master Association; (b) The Owner of any Living Unit; (c) Any occupant of a Living Unit; and (d) Any Member Association which fails to make a reasonable effort to enforce any restrictive covenant or affirmative obligation under provision of the Declaration or the Member Association's own governing documents, where such failure has a material, adverse impact on the appearance of The Waterfront Complex or the operation of the Master Association. The enforcement of covenants, conditions, restrictions and agreements applicable to the specific developments within The Waterfront Complex is primarily the function and duty of the respective Member Associations. The enforcement of the provisions of this Declaration is primarily the responsibility of the Master Association.

- 8.2 Damages and Attorney's Fees.** Damages shall not be conclusively deemed adequate relief for any breach or violation of any provision hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any provision of this Declaration, or in enjoining violation or breach of any provision hereof, or recovers damages on account of such breach, against an Owner, a Member Association, or the Master Association, shall be entitled to reimbursement of reasonable attorney's fees and court costs (including those resulting from appellate proceedings) incurred by such party.

## **ARTICLE 9 OTHER PROVISIONS**

- 9.1 Appointment of Directors.** Each Member Association shall designate to the Master Association in writing persons to serve as Directors of the Master Association, as described in the Bylaws attached hereto as Exhibit "C".
- 9.2 Title to Common Elements.** The Master Association has legal title to the Common Elements, subject to restrictions, limitations, conditions, reservations and easements of record, and is responsible for maintenance and operation of the Common Elements, and for payment of any ad valorem taxes assessed against the Common Elements. Recreational facilities in The Waterfront Complex are available for use by each Member Association and each Unit Owner subject to the terms of this Declaration and the Rules and Regulations promulgated by the Master Association.
- 9.3 Subdivision and Regulation of Land.** No Unit Owner or Member Association shall inaugurate or implement any variation from, modification to, or amendment of any governmental plans, land development regulations, development orders or development

permits applicable to the Common Elements or to the Waterfront Complex without the prior written approval of the Master Association Board of Directors.

**9.4 Master Association's Exculpation.** The Master Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to an Owner or Member Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

**9.5 Not used.**

**9.6 Not used.**

**9.7 Enforcement.** The Master Association reserves the right, and the power to enforce the covenants, conditions, restrictions, and other provisions of this Declaration, and to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to a Member Association, or to any other person or entity.

The Master Association has the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and against the land to enforce any lien created by this Declaration. Failure by the Master Association, or a Member Association, or any other person, to enforce any such provisions shall in no event be deemed a waiver of their right to do so thereafter.

**9.8 Other Rights and Powers of Master Association.**

- (A) The Master Association has the right and the power to regulate and control the external design and appearance of Common Elements in such a manner as to
  - (1) Promote a quality environment which will preserve the value of the Living Units within The Waterfront Complex, and
  - (2) Foster the attractiveness and functional utility of The Waterfront Complex as a place to live, stay, and play, including a harmonious relationship among structure, vegetation and topography.
- (B) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Elements. The Master Association shall have the right and the power in the exercise of its reasonable discretion to determine the activities or the uses which constitute nuisances or obnoxious or offensive activity.
- (C) Any use of Common Elements other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Master Association.



**ARTICLE 10**  
**ARCHITECTURAL CONTROL**

- 10.1 Architectural Control.** No Structure or improvement of any nature shall be erected, placed or altered on or removed from any portion of the Waterfront Complex until the construction plans and specifications, plot plan, tree survey or map showing all existing trees and those trees intended to be removed, and landscaping, drainage and irrigation plans (collectively "Plans") showing the location of all Structures and improvements shall have been approved in writing by the Board of Directors of the Master Association. Each Structure or improvement of any nature shall be erected, placed, altered or removed only in accordance with the Plans so approved. The Master Association Board of Directors may condition its approval on such matters as it may deem appropriate. Without limiting the foregoing, any change in the exterior appearance of any Structure or improvement, any material change in landscaping, and any change in the finished ground elevation, shall be a change requiring approval under this Section 10.1. If the Board issues its approval, the Plans shall be submitted to the City of Venice and application made for a building permit.
- 10.2 Liability of Board of Directors.** The Board of Directors of the Master Association and each Director from time to time shall not be liable in damages to any Owner or Member Association by reason of mistake in judgment, negligence or non-feasance of the Board, the Directors, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any Plans. Failure to enforce any provision hereof shall not establish a precedent, regardless of the length of time or the number of times that any such provision is not enforced, and failure to enforce on any given occasion or under any particular circumstances shall not preclude the Board from enforcing the same provision retroactively, on another occasion, or under any other circumstances.

**ARTICLE 11**  
**DURATION OF CONDOMINIUM; AMENDMENTS**

- 11.1 Duration of Condominium.** The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within The Waterfront Complex, and shall inure to the benefit of and be enforceable by the Master Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on January 22, 2103, the ninety-ninth (99th) anniversary of the date of recording in the public records of Sarasota County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration as amended being automatically renewed and

extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period.

- 11.2 Amendments.** This Declaration may be amended. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-third (1/3) of the voting interests of the Member Associations.
- 11.3 Not Used.**
- 11.4 Amendment of Provision Relating to Surface Water Management System.** Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Elements, must have the prior approval of SWFWMD, the Sarasota County Engineer or its designee, and any other governmental authority with jurisdiction.
- 11.5 Procedure.** If an amendment to this Declaration is proposed, the appropriate notices and copies of the full text of the proposed amendments shall be mailed to all Member Associations with notice of a meeting at which the amendments will be voted on.
- 11.6 Vote Required.** Except as otherwise provided, this Declaration may be amended if a proposed amendment is approved by at least 66 of the 98 [two-thirds (2/3)] voting interests held by the Member Associations at any meeting called for the purpose of considering a proposed amendment.
- 11.7 Certificate; Recording.** A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Sarasota County, Florida. The certificate must set forth the location in the public records of Sarasota County where this Declaration was originally recorded.

## **ARTICLE 12 GENERAL AND PROCEDURAL PROVISIONS**

- 12.1 Other Documents.** The Master Association shall have such rights, powers, duties, and privileges as set forth herein and in the Articles of Incorporation and Bylaws; however, no entity may have rights, duties, powers or privileges that conflict with the provisions of this Declaration, and this Declaration shall prevail in all events of conflict.
- 12.2 Severability.** If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

- 12.3 Dissolution.** In the event of dissolution of the Master Association, each Member Association shall continue to be subject to the annual Assessment specified in Article 6 and each Owner shall continue to be personally obligated to the successor or assigns of the Master Association as the case may be for such Assessment to the extent that such Assessments are required to enable any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it.
- 12.4 Number.** Wherever in this Declaration the context so required the singular number shall include the plural, and the converse.
- 12.5 Construction.** The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent across The Waterfront Complex and for the purposes set forth herein.
- 12.6 Captions, Headings and Titles.** Captions, headings, and titles inserted throughout this Declaration are for convenience only, and in no way shall such captions, headings or title define, limit, or in any way affect the subject matter, content or interpretation of the terms and provision of this Declaration.
- 12.7 Interpretation.** The Board of Directors of the Master Association shall be responsible for interpreting the provisions of the Declaration and of any of the exhibits attached thereto, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. Its interpretation shall be binding upon all parties so long as it is rendered in good faith.
- 12.8 Applicable Statutes.** The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida as they exist on the date of the recording of this Declaration.



**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION OF**  
**THE WATERFRONT MASTER ASSOCIATION, INC.**

*[Substantial rewording of Articles of Incorporation of February 3, 2003.  
See those Articles of Incorporation for original text.]*

The WATERFRONT MASTER ASSOCIATION, INC., a Florida not for profit corporation, adopted these Amended and Restated Articles of Incorporation (the “Articles of Incorporation”) on July 10, 2017. The original Articles of Incorporation were executed on September 3, 2003, and recorded on January 22, 2004, in Official Records Instrument #2004012421, et seq., of the Public Records of Sarasota County, Florida.

**ARTICLE ONE**  
**NAME**

The name of the corporation is THE WATERFRONT MASTER ASSOCIATION, INC. (hereinafter the “Master Association”).

**ARTICLE TWO**  
**PRINCIPAL OFFICE**

The street address of the principal office of the Master Association is c/o ARGUS PROPERTY MANAGEMENT, INC., 2477 Stickney Point Road, STE 118-A, Sarasota, FL 34231. The mailing address is the same.

**ARTICLE THREE**  
**PURPOSE AND POWERS**

**(A) Primary Purposes.** The primary purposes for which the Master Association is organized is to provide an entity pursuant for the ownership, maintenance, preservation, operation and architectural control of certain property, structures, and recreational and Common Elements and facilities for The Waterfront Complex located in Sarasota County, Florida, and to promote the health, safety, and welfare of the residents within the above-described property and such additions thereto as may hereafter be brought within the jurisdiction of the Master Association for such purpose.

**(B) Common Law and Statutory Powers.** The Master Association shall have all of the common-law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Bylaws, the Declaration of Condominium or the Condominium Act, including the power to regulate the use of the Common Elements and

structures placed under the jurisdiction of the Master Association, and to enforce the Rules and Regulations of the Master Association.

**(C) Specific Powers.** The Master Association shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes (the “Florida Not for Profit Corporation Act”). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws, as either may be amended from time to time; and all of the powers and duties reasonably necessary to maintain, manage and operate The Waterfront Complex pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

- (1) To make, amend and collect annual Assessments and special Assessments against Unit Owners in the Member Associations within The Waterfront Complex to defray the Common Expenses and losses of the Master Association as provided in the Declaration of Condominium for The Waterfront Master Association, as recorded in the public records of Sarasota County, Florida.
- (2) To use the proceeds of Assessments in the exercise of its powers and duties.
- (3) To maintain, repair, alter, improve, replace, administer and operate the Common Elements (including the Surface Water Management System) and Master Association Property (including Garage Buildings and Uncovered Parking Spaces) for which it is responsible.
- (4) To purchase insurance upon the Common Elements and Master Association Property and for the protection of the Master Association, its Directors, Officers and its Member Associations and their Unit Owners.
- (5) To reconstruct improvements after casualty and to further improve the Common Elements and Master Association Property.
- (6) To make and amend reasonable Rules and Regulations regarding the appearance, occupancy and use of the Common Elements and Master Association Property, including Garage Buildings and Uncovered Parking Spaces.
- (7) To enforce by legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.
- (8) To contract for the management, operation, administration and maintenance of the Master Association, the Common Elements and Master Association Property and to delegate to such contracting party any powers and duties of the Master Association, except such as are specifically required by the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws to have the approval of the Board of Directors or the Member Associations.

- (9) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Master Association, including, but not limited to, management of the Master Association.
- (10) To enter into agreements acquiring Units within the Waterfront Complex, leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of The Waterfront Complex, intended to provide for the enjoyment, recreation or other use benefits of the Unit Owners of the Member Associations.
- (11) To purchase, acquire or take title to Units within the Waterfront Complex for the purpose of selling or leasing same.
- (12) To grant, modify or move easements over, under or through the Common Elements or Master Association Property.
- (13) To sue and be sued.
- (14) To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Master Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Master Association.

**(D) Emergency Powers.** In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the Condominium Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Section 3(D) only, an emergency exists during a period of time that The Waterfront Complex, or the immediate geographic area in which The Waterfront Complex is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state “disaster area” status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of The Waterfront Complex. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

- (1) Conduct meetings of the Board of Directors with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in The Waterfront Complex or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors’ decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

- (2) Cancel and reschedule any committee meeting or meeting of the Board of Directors.
- (3) Name as interim assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Master Association.
- (4) Relocate the Master Association's principal address or designate alternative principal addresses.
- (5) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.
- (6) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.
- (7) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of The Waterfront Complex unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.
- (8) Require the evacuation of The Waterfront Complex in the event of a mandatory evacuation order in the locale in which The Waterfront Complex is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate The Waterfront Complex where the Board of Directors has required evacuation, the Master Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.
- (9) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors and in cooperation with the Member Associations, determine whether the Units in The Waterfront Complex can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.
- (10) Cooperate with the Member Associations to mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, wood flooring, tile, baseboards, air ducts, insulation, cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Master Association Property or



the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

- (11) Contract, on behalf of any Unit Owner and the Member Associations, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Waterfront Complex, the Common Elements, or Master Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Master Association for the actual costs of the items or services, and the Master Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.
- (12) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more special Assessments without a vote of Member Associations.
- (13) Without approval of the Member Associations, borrow money and pledge Master Association assets as collateral to fund emergency repairs and carry out the duties of the Master Association when operating funds are insufficient. This paragraph does not limit the general authority of the Master Association to borrow money, subject to such restrictions as are contained in the Articles of Incorporation, the Declaration, or the Bylaws.
- (14) Corporate action taken in good faith to meet the emergency needs of the Master Association or their Unit Owners shall bind the Master Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Master Association. An Officer, Director, or employee of the Master Association acting in good faith and in accordance with Article 3, Section 3(D) herein shall only be liable for willful misconduct.

The Emergency Powers authorized in this Article 3, Section 3(D) shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of The Waterfront Complex, the Master Association and Master Association Property, the Member Associations and their Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Master Association Property.

**ARTICLE FOUR  
EXISTENCE OF THE MASTER ASSOCIATION**

This Master Association shall have perpetual existence. If, however, the Master Association ceases to exist, any controlling governmental authority may assume the duties of the Master Association to maintain the surface water management system and other common property.

**ARTICLE FIVE  
MEMBERSHIP AND VOTING RIGHTS**

The members of the Master Association shall be the three Member Associations located with The Waterfront Complex. Whenever a vote of the members is required, each of the Member Associations shall be entitled to one vote in Master Association matters for each Unit within that Member Association. The manner of exercising voting rights shall be set forth in the Master Association Bylaws. The share of a member in the funds and assets of the Master Association cannot be assigned, withdrawn, or transferred in any manner.

**ARTICLE SIX  
DIRECTORS, OFFICERS, AND  
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**(A) Board of Directors.** The affairs of the Master Association shall be administered by a Board of Directors consisting of the nine (9) Directors who shall be appointed or elected by the Member Associations in the manner described in the Master Association Bylaws. Directors may be, but do not have to be, officers or directors of their respective Member Associations. Directors may be removed and vacancies on the Board of Directors timely filled in the manner provided in the Bylaws, provided, however, that the Board of Directors shall never consist of less than three (3) directors, each from a different Member Associations.

**(B) Officers.** The business of the Master Association shall be conducted by the officers designated in the Master Association Bylaws. The Officers shall be elected by the Master Association Board of Directors at its annual meeting and shall serve at the pleasure of the Master Association Board of Directors.

**(C) Indemnity.** The Master Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or committee member of the Master Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did

not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. It is the intent of the Master Association's three Member Associations, by the adoption of this provision, to provide the most comprehensive indemnification possible to the Master Association's officers, directors, and committee members as permitted by Florida law.

**(D) Defense.** To the extent that a Director, Officer, or committee member of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 6(C) herein, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

**(E) Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Master Association as authorized by Article 6 herein.

**(F) Miscellaneous.** The indemnification provided by Article 6(C) herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of the Member Associations, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

**(G) Insurance.** The Master Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Master Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him or her against such liability under the provisions of Article 6 herein.

**(H) Amendment.** Notwithstanding anything to the contrary herein, the provisions of Article 6 herein may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.

**ARTICLE SEVEN  
REGISTERED AGENT AND ADDRESS**

As set forth in the records of the Florida Department of State, the name and address of the registered agent for the Master Association is ARGUS PROPERTY MANAGEMENT, INC., 2477 Stickney Point Road, STE 118-A, Sarasota, FL 34231.

**ARTICLE EIGHT  
INCORPORATOR**

The name of the incorporator and his street address at the time he executed the original Articles of Incorporation of the Master Association on February 3, 2003, were Michael W. Miller, 333 South Tamiami Trail, Suite 101, Venice, Florida 34285.

**ARTICLE NINE  
AMENDMENTS**

**(A) Director Amendment.** An amendment of the Articles of Incorporation may be adopted at a meeting of the Master Association Board of Directors by a majority vote of the directors then in office. Any number of amendments may be submitted and voted upon at any one meeting.

**(B) Automatic Amendment.** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, may adopt by majority vote of the directors then in office, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**(C) Certification.** A copy of each amendment shall be filed with the Florida Department of State, Division of Corporations and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate Officers of the Association attesting that the amendment has been lawfully adopted.

**ARTICLE 10  
CONFLICTS**

The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Rules and Regulations of the Master Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control: (i) Declaration of Condominium; (ii) Articles of Incorporation; (iii) Bylaws; and (iv) Rules and Regulations.

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**THE WATERFRONT MASTER ASSOCIATION, INC.**  
**AS OF JULY 10, 2017**

*[Substantial rewording of original Bylaws.  
See those Bylaws for original text.]*

**ARTICLE ONE**  
**GENERAL**

- 1.1 Principal Office.** The principal office of The Waterfront Master Association (hereinafter, the "Master Association") shall be c/o ARGUS PROPERTY MANAGEMENT, INC., 2477 Stickney Point Road, STE 118-A, Sarasota, FL 34231.
- 1.2 Seal.** The seal of the Master Association shall be inscribed with the Master Association's corporate name, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced, or otherwise placed upon any document or writing of the Master Association where a seal may be required.
- 1.3 Definitions.** The definitions set forth in the Declaration of Condominium for The Waterfront Master Association shall apply to the terms used in these Amended and Restated Bylaws unless another meaning is clearly required by the context.

**ARTICLE TWO**  
**MEMBERSHIP**

- 2.1 Qualifications.** The three (3) condominium associations which operate in The Waterfront Complex are the Member Associations of the Master Association. The Unit Owners who are members of the Member Associations are not Members of the Master Association.
- 2.2 Voting Interests.** When a vote of the Members is required herein or by law, each Member Association shall be entitled to one (1) vote for each Unit Owner which it represents (the Building A and Building B Member Associations shall have 32 votes and the Building C Member Association shall have 34 votes). Votes shall be cast by a Director or Directors of the Master Association who have been appointed by each Board of Directors of the respective Member Associations. The majority of the voting interests required in cases of membership votes shall be 50 – the number of votes equal to one-half of the 98 Units in The Waterfront Complex, plus one (1). A Member Association is not required to cast all its votes in the same manner.

- 2.3 **Meetings of Members.** Since the affairs of the Master Association shall largely be governed and managed by the Master Board of Directors of the Master Association, and in recognition of the fact that the Member Associations are not natural persons, there shall be no separate meetings of the Members related to the activity of this Master Association. The Member Associations shall exercise their voting rights, when a vote of the Members is required, through their representatives on the Master Board of Directors, which shall hold annual meetings, regular meetings, and special meetings, in the manner prescribed in Article 3 of these Bylaws.

### ARTICLE THREE BOARD OF DIRECTORS

- 3.1 **Number of Directors.** The Master Board of Directors shall govern the Master Association. The Master Board of Directors shall consist of nine (9) Directors. Each Member Association shall appoint three (3) Directors (1 for every ten (10) Units it represents, rounding up for residuals of five (5) or more; i.e. both 32 and 34 Units result in three (3) Directors). The Directors of the Master Association shall have a fiduciary relationship to the Member Associations.
- 3.2 **Selection of Directors.** Except as otherwise provided in Section 9.1 of The Waterfront Declaration, not later than March 1st of each year, each Member Association shall designate in writing to the Master Association, the natural persons who shall serve as Directors of the Master Association on its behalf from the next annual meeting of the Board of Directors until the following annual meeting, or until their earlier death, resignation, or removal. A vote of the Board of Directors of each Member Association shall make such designation. Each such designee shall be a Member of the Member Association he or she represents, and may be an officer or director thereof.
- 3.3 **Annual Meeting of Directors.** The annual meeting of the Master Board of Directors shall be held not earlier than March 17 and not later than April 15 of each year, at which time the newly-designated Directors shall assume their positions, elect officers and conduct such other business as they may deem appropriate. At the annual meeting, the Master Board of Directors may adopt a resolution authorizing the President or other executive officer to spend Master Association funds during the summer months and shall place reasonable limitations on that authority. Written notice of the annual meeting shall be sent to each Member Association at least fourteen (14) days in advance of the annual meeting.
- 3.4 **Regular Meetings.** Regular meetings of the Master Board of Directors may be held per a prearranged schedule at such time and place in Sarasota County as shall be determined from time to time by a majority of the Directors then in office. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or e-mail, at least seven (7) days prior to the day of such meeting.

- 3.5 **Special Meetings.** The President may call a special meeting of the Master Board of Directors, and a special meeting must be called by the Secretary at the written request of at least two (2) Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by telephone or e-mail, which notice shall state the time, date, place, and purpose of the meeting. Business conducted at special meetings shall be limited to matters stated in the notice of the meeting.
- 3.6 **Notice to Members.** All meetings of the Master Board of Directors shall be open to attendance by the Unit Owners of the Member Associations, and notices of every Master Board of Directors meeting, together with a detailed agenda, shall be provided to each Member Association at least forty-eight (48) hours in advance, except in an emergency. Notice shall include a general outline of the agenda for the meeting. Notice of any Master Board of Directors meeting where Assessments are to be considered for any reason requires a fourteen (14) day notice and shall specifically contain a statement that Assessments will be considered and the nature of the Assessments. The right to attend a Master Board of Directors meeting includes the right to speak on any agenda item, subject to reasonable rules governing the frequency, duration and manner of such participation.
- 3.7 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
- 3.8 **Quorum of Directors.** A quorum at a Master Board of Directors meeting shall be attained by the presence in person of at least five of the Directors. Directors may participate in any meeting of the Master Board of Directors, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangements whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. The acts approved by a majority of the Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Master Board of Directors, except as otherwise provided below. Directors may not vote by proxy or secret ballot at a Master Board of Directors meeting, except that officers may be elected by secret ballot.
- 3.9 **Presumption of Assent.** A Director who is present at a meeting of the Master Board shall be deemed to have voted with the majority on any action taken unless he or she voted otherwise, or abstained from voting because of an asserted conflict of interest.
- 3.10 **Adjourned Meetings.** The majority of the Directors present at any meeting of the Master Board, regardless of whether a quorum has been attained, may adjourn the meeting from time to time. At the continuation of the meeting, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.
- 3.11 **Removal, Filling of Vacancies.** Any Director may be removed with or without cause by the Board of Directors of the Member Association that appointed him. Such removal shall be evidenced by presentation of a duly adopted resolution of the Board of Directors



of the Member Association. A vacancy shall be timely filled by the Board of Directors of the Member Association which created the vacancy.

- 3.12 Resignation.** Any Director may resign by written notice to the Master Association, which resignation shall take effect upon receipt, unless another date is specified in the notice. Any Director who is absent from three (3) consecutive meetings of the Master Board of Directors shall be deemed to have tendered his or her resignation as of the date of the third meeting, and the Member Association which appointed such Director shall be notified in writing and requested to appoint a replacement. The replacement shall not be the same person who was just removed.
- 3.13 Powers.** The property and business of the Master Association shall be managed by the Master Board of Directors, which may exercise all corporate powers not prohibited by law, the Articles of Incorporation, or these Bylaws. The powers of the Master Board of Directors shall specifically include, but are not limited to, those described in Article 3 of the Amended and Restated Articles of Incorporation.
- 3.14 Compensation.** Directors and officers shall not receive compensation for their services, but may, at the discretion of the Master Board of Directors, receive reimbursement for so-called "out-of-pocket" expenses incurred in the actual performance of their duties.
- 3.15 Order of Business.** The order of business at all meetings of the Master Board of Directors shall be substantially as follows:
- (A) Roll call,
  - (B) Reading and approval of minutes of last meeting,
  - (C) Resignations and elections,
  - (D) Consideration of communications,
  - (E) Reports of officers and the community association manager,
  - (F) Reports of committees,
  - (G) Unfinished business, and
  - (H) Original resolutions and new business.
- 3.16 Committees.** The Master Board of Directors may by resolution, designate such standing or temporary committees as it may deem advisable or as may be required herein, provided that the membership of every committee shall include at least one Unit Owner from each Member Association. Each committee shall have such authority as shall be specified in the resolution designating such committee. The Master Board of Directors shall have the power at any time to remove any member of any such committee or committees, with or without cause, and to fill vacancies in and to dissolve such committee or committees. Each committee designated by the Master Board of Directors shall keep regular minutes of its meetings and shall report the same to the board when required. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Master Board of Directors, or any member thereof, of any responsibilities imposed by law. To the extent required by law, committee meetings shall be noticed and conducted with the same formalities as are required for Master Board of Directors meetings.

## ARTICLE FOUR OFFICERS

- 4.1 **Requirements for Officers.** The officers of the Master Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The President and Vice President(s) must also be Directors. Any two of said offices may be held by one person, except that the President shall not hold any other office. The Board of Directors may appoint such other officers as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The officers of the Master Association have a fiduciary duty to the Member Associations.
- 4.2 **Tenure of Officers.** All officers of the Master Association shall hold office until their successors are elected and qualified. Any officer elected or appointed by the Master Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the Directors then in office. Any officer may resign at any time by giving written notice to the Master Association and, unless otherwise specified therein, the resignation shall become effective upon receipt. Any vacancy occurring in any office of the Master Association shall be filled by the Master Board of Directors.
- 4.3 **The President.** The President shall preside at all meetings of the Master Board of Directors; have general and active management of the business of the Master Association; see that all orders and resolutions of the Master Board of Directors are carried into effect; execute bonds, mortgages and other contracts requiring a seal, under the seal of the Master Association, except where required or permitted by statute to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Master Board of Directors to another officer or an agent of the Master Association. The President shall have general superintendency and direction of all the other officers of the Master Association and shall see to the best of his or her ability that their duties are performed properly; submit a report of the operations of the Master Association for the fiscal year to the Master Board of Directors whenever called for by the Master Board; and from time to time report to the Master Board of Directors all matters within his or her knowledge which the best interest of the Master Association may require to be brought to their notice. The President shall be an *ex officio* member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.
- 4.4 **The Vice President.** The Vice President, or if there be more than one, the Vice Presidents, according to the order of the election, shall be vested with all powers and duties required to perform the duties of the President in his or her absence, and such other duties as may be prescribed by the Master Board of Directors.
- 4.5 **The Secretary.** The Secretary shall be responsible for the keeping of the minutes of the meetings of the board of directors in one or more books provided for that purpose; shall

see that all notices of meetings are duly given in accordance with these Bylaws, or as required by statute; shall be the custodian of the corporate records and of the seal of the Master Association and shall see that the seal of the Master Association is affixed to all documents, the execution of which on behalf of the Master Association under its seal is duly authorized in accordance with the provisions of these Bylaws or as required by statute; shall keep a register of the postal address of each Member Association; and in general shall perform all duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the President of the Master Board of Directors.

- 4.6 The Treasurer.** The Treasurer shall be responsible for keeping full and accurate accounts of receipts and disbursements in books belonging to the Master Association and shall cause all monies and other valuable effects to be deposited or kept in the name and to the credit of the Master Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of funds of the Master Association, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Master Association. The Treasurer shall be the chairman of the Budget Committee, if any. The Treasurer may be required to give the Master Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of the office, and the restoration of the Master Association in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his or her possession belonging to the Master Association. The Master Association shall pay all premiums for issuance of the bond. In general, he or she shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the President or the Master Board of Directors.

## ARTICLE FIVE RULES AND REGULATIONS

All Common Elements and recreational facilities shall be available to the Unit Owners and their invited guests for the uses intended, subject to the right of the Master Association to suspend use rights as provided in Section 7.2 below. Reasonable Rules and Regulations pertaining to the use of the Common Elements and facilities may be made and amended from time to time by the Master Board of Directors. Copies of such regulations and amendments thereto shall be made available to all Owners in The Waterfront Complex. No entity or entities shall unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak on the Common Elements.

## ARTICLE SIX FINANCIAL MATTERS

- 6.1 Fiscal Year.** The Master Association shall operate on a calendar year basis beginning on the first day of January each year. The Master Board of Directors is authorized to change

to a different fiscal year end if deemed expedient for the best interest of the Master Association, in accordance with the Regulations of the Internal Revenue Service.

- 6.2 Checks.** All checks or demands for money and notes of the Master Association shall bear two signatures, and may be signed by any of the following officers: President, Vice President, Secretary or Treasurer, or by such other officer or such other person or persons as the Master Board of Directors may from time to time designate.
- 6.3 Annual Financial Statement.** The Master Board of Directors shall provide a written financial statement compiled by a certified public accountant to the Board of Directors of each Member Association within sixty (60) days after the end of each fiscal or calendar year as to the total fees and Assessments and other income and as to the method of disbursement of said funds. If Florida Statutes require a higher level of assurance (a review or an audit), the certified public shall be retained to provide such services. Conversely, the Master Board of Directors may waive the requirement to retain a certified public accountant in such manner and for such annual periods as may be allowed by the Florida Statutes.
- 6.4 Depository.** The Master Association shall maintain its funds in such federally insured accounts in financial institutions in the State of Florida as are selected from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Master Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.
- 6.5 Budget.** The Treasurer shall prepare or cause to be submitted to the Master Board of Directors, not later than December 1 of each year, a proposed budget for the next fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted for income and expense by account. The Master Board of Directors shall, not later than December 31 of each year, adopt an annual operating budget and capital reserves plan for the next fiscal year. A copy of the proposed budget and reserves plan and a notice stating the time, date, and place of the meeting at which the budget and plan will be considered shall be mailed to or served on each Director and each Member Association not less than fourteen (14) days prior to that meeting.
- 6.6 Reserves.** In addition to the operating expenses provided in the budget, the Master Board, of Directors in its sole discretion, may establish one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures, or deferred maintenance. The purpose of reserves is to provide financial stability and to minimize the need for special Assessments. The amounts proposed to be so reserved shall be shown in the annual budget. The Master Board of Directors adopted the pooling method of funding for its capital reserves plan at its meeting on November 17, 2016.
- 6.7 Special Assessments.** The Master Board of Directors may levy special Assessments as it determines appropriate. Special Assessments are due on the day specified in the Master Board of Directors resolution approving such Assessment. The notice of any special

Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s). In the event that funds remain unspent after all expenditures for which the special Assessment was made have been paid, any excess unspent funds will be transferred to common operating surplus, or may, at the discretion of the Board of Directors, be transferred to the pooled capital reserves or returned to Unit Owners.

**6.8 Official Records.** The Master Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Master Association:

- (A) A copy of the plans, specifications, permits, warranties, and other items provided by the Declarant or obtained by the Master Association;
- (B) A copy of the Bylaws of the Master Association and of each amendment and restatement to the Bylaws.
- (C) A certified copy of the Articles of Incorporation of the Master Association, and of each amendment thereto and restatement thereof.
- (D) A copy of the Declaration of Condominium (Covenants) and a copy of each amendment thereto and restatement thereof.
- (E) A copy of any current Rules and Regulations.
- (F) A book or books that contain the minutes of all meetings of the Board of Directors, which minutes shall be retained for at least 7 years.
- (G) A current roster of all Member Associations and Directors and their mailing addresses.
- (H) All current insurance policies of the Master Association, or a copy thereof, which policies shall be retained for at least 7 years.
- (I) A current copy of any management agreement, lease, or other contract to which the Master Association is a party, or under which it has an obligation or responsibility. Bids for work to be performed shall be maintained for a period of one (1) year.
- (J) The financial and accounting records of the Master Association, which records must be maintained for a period of at least 7 years.

The official records shall be kept in Sarasota County open to inspection by Member Associations or their authorized representatives at reasonable times. The failure of the Master Association to permit inspection of its official records by Member Associations or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and

records who, directly or indirectly, knowingly denied access to the books and records for inspection. The right to inspect includes the right to make or obtain photocopies at the reasonable expense of the person requesting copies.

- 6.9 Fidelity Bonds.** The President, Treasurer, and Secretary, and all other persons who are authorized to sign checks or have access to Master Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be at the expense of the Master Association.

## ARTICLE SEVEN COMPLIANCE AND DEFAULT; REMEDIES

- 7.1 Authority.** In addition to other remedies provided to the Master Association for enforcement of its Documents and Rules, the Master Association may levy reasonable fines for the failure of a Unit Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable Rules and Regulations of the Master Association. The Master Board of Directors may also levy reasonable fines against Member Associations which condone violations of the Rules and Regulations by their Unit Owners or occupant, licensee or invitee.
- 7.2. Amount.** Each fine shall be in an amount determined in each instance as provided herein to be necessary by the Board to remedy the violation and deter future violations, provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100) for each day thereof not to exceed the total aggregate amount of One Thousand Dollars (\$1,000).
- 7.3. Notice.** A fine levied by the Master Board of Directors may not be imposed unless the Master Board of Directors first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The notice shall include:
- (1) A statement of the date, time and place of the hearing,
  - (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated,
  - (3) A short and plain statement of the facts giving rise to the alleged violation(s), and
  - (4) The possible amount of any proposed fine.
- 7.4 Hearing.** In the event a hearing is timely requested and therefore held, the hearing shall be held before a Master Board-appointed committee of three (3) other Unit Owners [one (1) from each Member Association] who are not Directors or Officers of the Master Association, persons residing in a Director's household or the spouse, parent, child, brother or sister of an Officer or Director of the Master Association. The committee shall consider all evidence and testimony presented at the hearing prior to a determination that is limited solely as to whether to confirm or reject the fine levied by the Board of

Directors. After a fine is levied by the Master Board of Directors and confirmed by the committee, the Master Association shall provide a written demand for payment to the Unit Owner and violator. If the committee does not confirm the fine, no fine may be imposed. At the hearing, the party against whom the fine may be levied shall have a reasonable opportunity to present evidence, to provide written and oral argument on all issues, and to review, challenge, and respond to any evidence or testimony presented by the Master Association. If the panel, by majority vote, does not agree with the fine, it may not be levied.

- 7.5. Failure to Pay.** The Unit Owner shall be jointly and severally liable for the payment of a fine levied against the Owner's tenant, resident invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit Owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law (currently 18%) and shall be subject to a late payment fee of \$25. The Master Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Owner shall be liable for all attorney's fees and costs incurred by the Master Association incident to the levy or collection of a fine, including but not limited to attendance by the Master Association's attorney at the hearing and the filing and prosecution of a lawsuit. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.
- 7.6. Other Remedies.** Nothing herein shall be construed as a prohibition of or a limitation on the right of the Master Association's Board of Directors to pursue other means to enforce its Master Documents or the Master Association's Rules and Regulations, including but not limited to arbitration, a legal action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Master Association shall not be required to comply with the procedures and provisions of this Article 7.
- 7.7. Suspension for Noncompliance.** The Master Association may also suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, Common Facilities, or any other Master Association Property for failure to comply with any provision of the Declaration, the Bylaws, or Rules and Regulations. Any suspension imposed hereunder does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit or parking spaces. A suspension for noncompliance may not be imposed without at least fourteen (14) days' notice to the person sought to be suspended and an opportunity for a hearing before a committee.
- 7.8. Suspensions for Delinquency.** If a Unit Owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Master Association, the Master Association may suspend the right of the Unit Owner or the Unit's occupant, tenant, licensee, or invitee to use Common Elements and facilities or any other Master Association Property until the fee, fine, or other monetary obligation is paid in full. Such suspension shall not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit

and parking spaces. The Master Association may also suspend any voting rights of a Unit Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Master Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to Member Association based on a Unit for which the Owner has been suspended by the Master Association shall be subtracted from the total number of voting interests in the Master Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws. All suspensions imposed pursuant to this Article shall be approved at a properly noticed meeting of the Board of Directors but do not require notice or an opportunity for hearing.

- 7.9. Failure to Pay.** The Owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the Owner's tenant, invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit Owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law until fully paid and shall be subject to a single administrative late fee in the amount of \$25. The Master Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Unit Owner shall be liable for all attorney's fees and costs incurred by the Master Association incident to the levy or collection of a fine, including, but not limited to, attendance by the Master Association's attorney at the hearing and the filing and prosecution of a proceeding or action. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

## ARTICLE EIGHT AMENDMENT OF BYLAWS

- 8.1 Proposal.** Amendments to these Bylaws may be proposed by the President, or by 33 of the 98 [one-third (1/3)] voting interests held by the Member Associations.
- 8.2 Procedures.** Upon any amendment or amendments to these Bylaws being proposed, the appropriate notices and copies of the text of the proposed amendments shall be mailed to all Directors with notice of a meeting at which the amendments will be voted on.
- 8.3 Vote Required.** Except as otherwise provided herein, these Bylaws may be amended by concurrence of at least 66 of the 98 [two-thirds (2/3)] voting interests held by the Member Associations at any meeting called for the purpose of considering a proposed amendment. The text of any proposed amendment shall be contained in the notice of such meeting.



- 8.4 **Certificate; Recording.** A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Sarasota County. The certificate must identify the official record instrument number of the public records where the Master Declaration was original recorded.

**ARTICLE NINE  
MISCELLANEOUS**

- 9.1 **Number.** Whenever the singular form of a pronoun is used in these Bylaws, it shall be considered to mean the singular or plural, as the context requires.
- 9.2 **Severability.** Should any portion hereof be void or become unenforceable, the remaining provision of the instrument shall remain in full force and effect.
- 9.3 **Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Master Declaration or the Articles of Incorporation, the provisions of the Master Declaration shall prevail over all, and the Articles of Incorporation shall prevail over the provisions of the Bylaws.