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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SEASIDE VILLAGE

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(this "Master Declaration") is made as of the 29 day of July, 2018, by Seaside Village by
Vintage Homes, Inc., a Florida corporation, whose mailing address is 6024 N. Ocean Drive,
Hollywood, FL, 33019 (the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain real property located in Broward
County, State of Florida, which real property is more particularly described in Exhibit "A"
attached hereto and by this reference incorporated herein collectively as the "Master Property".

WHEREAS, Declarant anticipates that certain portions of the Master Property will be
converted to the condominium form of ownership in accordance with Chapter 718, Florida
Statutes, at approximately the same time this Declaration is recorded and part of the Master
Property will remain vacant land but may be developed as a condominium form of ownership at
some time in the future;

WHEREAS, the Master Property also contains certain recreational areas, and easements
to the certain areas and facilities which shall be maintained and operated by the Master
Association as Master Common Property.

WHEREAS, Declarant desires to provide for the shared use of the Master Common
Property and the sharing of expenses for the maintenance, repair and replacement of such
facilities as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby declares that all of the Master Property, and any
portion thereof, shall hereafter be held, transferred, sold, conveyed, leased, mortgaged, occupied
and otherwise dealt with subject to the covenants, conditions, restrictions, reservations,
easements, charges and liens, as hereinafter set forth, all of which are in furtherance of the
foregoing purposes. Said covenants, conditions, restrictions, reservations, easements, charges
and liens shall run with the Master Property, and any portion thereof, shall be binding upon all
parties having and/or acquiring any right, title or interest in the Master Property, or any portion
thereof, their successors, assigns and legal representatives, and shall inure to the benefit of each
and every person or entity from time to time, owning or holding an interest in the Master
Property, or any portion thereof.

1. Definitions. The following terms when used in this Master Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the contact clearly indicates a different meaning.

a. "Act" means the Condominium Act (Chapter 718 of the Florida Statutes), as amended from time to time.

b. "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Master Association, as same may be amended from time to time. A copy of the original Articles of Incorporation is attached hereto as Exhibit "B".

c. "Assessment" means a share of the funds required for the payment of Master Association Common Expenses and/or Marina Common Expenses which from time to time is assessed against a Unit Owner, and all other sums which may be assessed against a Unit Owner or which may be required to be paid by any Unit Owner to the Association pursuant to this Master Declaration, the Articles or the Bylaws.

d. "Board" means the board of directors of the Master Association.

e. "Bylaws" mean the bylaws of the Master Association, as same may be amended from time to time. A copy of the Bylaws are attached hereto as Exhibit "C".

f. "Condominium Association" means any condominium association or other such entity, their successors and assigns, responsible for administering a Condominium.

g. "Condominium Common Area" means all real property, including any Improvements thereon, owned or leased by one (1) or more Condominium Association or the use and control of which has been granted to a Condominium Association for the common use and enjoyment of the Unit Owners in such Condominium.

h. "Condominium Property" means any portion of the Master Property, or rights or interests therein, which is made subject to a recorded declaration of condominium in accordance with Chapter 718 of the Florida Statutes. In the event any Condominium so created is a phased Condominium, all portions of the Master Property made subject to the condominium form of ownership by amendments or supplements to the declaration of condominium shall be deemed included within and a part of the Condominium Property.

i. "Common Expenses" means both the Master Association Common Expenses and Marina Common Expenses to the extent a Unit Owner has acquired a Boat slip and is responsible for paying for both Master Association Common Expense and Marina Common Expense.

j. "Common Surplus" means the excess of all receipts or revenues of the Master Association including, but not limited to, Assessments, rents or profits collected by the Master Association which exceeds Common Expenses.

k. "Improvements" means and refers to all structures, buildings, infrastructure and all appurtenant and related facilities, recreational areas, the Marina, offices and other similar facilities constructed and located from time to time on the Master Property, together with any

and all additions thereto and replacements thereof and all other improvements now or hereafter located on the Master Property.

l. "Institutional Lender" means any company or entity holding a first mortgage encumbering a Unit, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans. An Institutional Lender may be, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

m. "Marina" means a designated part of the Master Common Property (including without limitation the Boat Slips) that shall be used solely by Unit Owners who have been assigned a Boat Slip.

n. "Marina Common Expenses" means (1) expenses of administration and management of the Marina; (2) expenses of maintenance, operation, protection, repair or replacement of Marina; (3) expenses declared Marina Common Expenses by the provisions of this Declaration or by the Bylaws; (4) any valid charge against the Marina as a whole; (5) expenses for the maintenance, repair or replacement of those portions of Marina, if any, to be maintained by the Association, except to the extent that provisions of this Declaration provide that such costs are to be paid solely by the Unit Owner; (6) the costs of carrying out the powers and duties of the Master Association with respect to the Marina; (7) payments for leased systems and (8) all expenses properly incurred by the Association in the performance of its duties with respect to the Marina. Common Expenses also include all reserves required by Chapter 720 of the Florida Statutes or otherwise established by the Association, regardless of when the reserve funds are expended, insurance for the Marina, in-house communications with respect to the Marina, security services with respect to the Marina, and pest control services to the Marina. Marina Common Expenses shall only apply to and be assessed against those Unit Owners who have been assigned a Boat Slip.

o. "Master Association" means and refers to Seaside Village Master Association, Inc., a Florida corporation not-for-profit, and its successor and assigns. The Master Association is the operational entity responsible for certain obligations and duties in the Master Declaration, in the Articles of Incorporation and Bylaws of the Master Association and any rules and regulations duly promulgated by the Master Association.

p. "Master Association Common Expenses" (1) expenses of administration and management of the Master Association Property; (2) expenses of maintenance, operation, protection, repair or replacement of Master Common Property, the Promenade and the seawall; (3) expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws; (4) any valid charge against the Master Property as a whole; (5) the costs of carrying out the powers and duties of the Master Association; (6) payments for leased systems and (7) all expenses properly incurred by the Master Association in the performance of its duties. Common Expenses also include all reserves established by the Master Association, regardless of when the reserve funds are expended, insurance for directors and officers, road maintenance and operation

expenses, in-house communications, security services, and pest control services to the Master Common Property, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Master Common Property or property of the Condominium, and the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, but shall not include any other separate obligations of individual Unit Owners. For purposes of Master Association Common Expenses, such Common Expenses shall not include the Marina, including any maintenance, repair, replacement or operating costs of the Marina.

q. "Master Common Property" means the Master Property as more particularly described in Exhibit "A" less any portion of the Master Property that may be submitted to condominium form of ownership.

r. "Member" means a Unit Owner who, or which, is a member of the Master Association.

s. "Parking Spaces" means the parking spaces on the Master Common Property which are not considered Condominium Property.

t. "Promenade" means that portion of the Recreational Area consisting of a seawall covered by a wooden walkway.

u. "Recreational Areas" means the swimming pool, pool deck, Parking Spaces, the Promenade and any other recreational areas as more particularly described on Exhibit "A-1".

v. "Unit" means a residential condominium Unit together with the undivided share in the Condominium's common areas which are appurtenant to the Unit which is to be used exclusively for residential purposes.

w. "Unit Owner" or "Owner" or "Owner of a Unit" means the record title owner(s) of a residential condominium Unit.

2. Property Subject to Master Declaration

a. Master Property. The real property which is, and shall hereafter be, held, transferred, sold, conveyed, leased, mortgaged, occupied and otherwise dealt with subject to this Master Declaration is that certain real property as more specifically described in Exhibit "A".

b. Condominium. Declarant may at some time in the future decide to develop two (2) Condominium properties which would be subject to this Declaration. Condominium one shall be known as Seaside Village West, which will comprise of fifteen (15) Units. Condominium two shall be known as Seaside Village East, which will comprise of eight (8) Units. Upon completion of the development of the Condominium Property, each Unit Owner will become a Member in this Master Association.

3. Property Rights in the Master Property.

a. Title to Master Property. At the time of the recording of this Master Declaration, the Declarant is the fee title holder of the Master Property. Nothing contained herein is intended

to prohibit or in any manner restrict Declarant's ability to sell, transfer, convey, assign, lease, mortgage, convert, encumber or otherwise dispose of any or all of its interest in all or a portion of the Master Property to any person or entity. The Declarant shall retain ownership of the Transferable Development Rights ("TDRs") and Density Transfer Rights, estimated to be the equivalent of 38 residential units, which are greater than the 23 density rights committed to the development of Seaside Village West condominium and Seaside Village East condominium in perpetuity. The TDRs shall be deemed the exclusive property rights of the Declarant and may be assigned by Declarant for use on any properties that are not a part of the Seaside Master Association, Seaside West and Seaside East condominiums. The Association shall, upon written request of the Declarant or its assignee, consent to and join into any assignment of these Density Transfer Rights.

b. Development Permitted. All or any portion of the Master Property may be held or further developed for any lawful purpose including the development of such property to condominium ownership. All uses and further development of the Master Property shall be in accordance with this Master Declaration and applicable laws. It is expressly contemplated that such development may involve the creation of one or more Condominiums.

c. Declarant Rights in the Master Property. Notwithstanding anything to the contrary herein, or within any other agreement, document, instrument or writing, Declarant shall have and hereby reserves unto itself non-exclusive use and access rights over, upon, under and across its portion of the Master Property (together with the right to assign all or any portion of such rights) including the right to (i) erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment and service, gas, sewer, water or other public conveniences or utilities; (ii) plant, maintain, remove and/or replace any trees, bushes or shrubbery; (iii) make any grading of the soil; (iv) construct Improvements and any open areas of every kind or nature as may be permitted by applicable laws and this Master Declaration; (v) landscape or otherwise do those acts necessary to maintain or enhance the aesthetic quality of the Master Property and the Improvements and any open areas to be developed thereon; (iv) locate wells, lift stations pumping stations and tanks; (vii) take any other similar action reasonably necessary to provide economical and safe utility installation on or about the Master Property and to maintain, at all times, high standards of health, safety and appearance; (viii) share in the license and easement rights granted to Unit Owners pursuant to this Master Declaration; (ix) allow Unit Owners' guests, invitees and license access and use right to any Master Common Property or other commonly used areas of the Master Property, except Marina as specifically restricted herein to only those Unit Owners who have been assigned a Boat Slip; and (x) otherwise do any and all acts with Declarant's discretion; provided, however, that said reservation, granting and right shall not be considered to create, impose or imply any obligation of Declarant to provide any of the items listed in this Section.

d. Recreational Areas. Non-exclusive easements are hereby reserved in favor of Declarant and granted to Owners across, under and through the applicable portions of the Master Property as are necessary and reasonable for ingress and egress and for the installation, maintenance, repair, replacement or operation of all Recreational Areas. The Unit Owners, as the same may be constituted from time to time, shall also have a non-exclusive easement for the use and enjoyment of those Recreational Areas which are identified by Declarant as serving their respective portions of the Master Property; provided, however, such rights shall be subject to

rules and regulations deemed advisable from time to time by Declarant or the Master Association, in their reasonable discretion. No structural improvements or alterations to Recreational Areas may be made which will jeopardize the structural integrity of the Recreational Area or materially and adversely affect any portion of the Master Property served by such Recreational Area without prior approval of the Declarant or the Master Association.

e. Utilities. Master Association shall have the right to grant such easements over upon, under and across the respective portions of the Master Property, as are reasonably necessary to enable any company to provide utility services to all or a portion of the Master Property.

f. Vehicular Parking. Non-exclusive easements are hereby reserved in favor of Declarant and granted to Unit Owners across and through the applicable portions of the Master Property as are necessary and reasonable for ingress and egress and for the installation, maintenance, repair, replacement, operation or use of Parking Spaces. The Unit Owners shall also have a non-exclusive easement for and the use of those parking spaces located within the Recreational Areas on the Master Property. Such rights shall be subject to rules and regulations as are deemed advisable from time to time by Declarant or the Master Association in their reasonable discretion.

g. Grant of Easements to Owners. The Unit Owners, as well as their guests and invitees, as the same may be constituted from time to time, shall enjoy the following non-exclusive easements over all of the Master Common Property for as long as they are Members of the Master Association subject to the provisions hereof:

i. Recreational Areas. The Unit Owners shall have a nonexclusive easement of ingress and egress over the recreational areas and easements appurtenant thereto for the purposes of ingress and egress and for the purpose of use and enjoyment over and to those areas. Such rights shall be subject to rules and regulations as are deemed advisable from time to time by Declarant or Master Association in their respective reasonable discretion.

ii. Drainage and Utilities. The Unit Owners shall have a non-exclusive easement for necessary drainage onto and across the Master Property for the purpose of utilizing the Surface Water Management System which is designed to service their respective portions of the Master Property, as well as an easement for all necessary utilities over, upon, under and across the Master Property.

iii. Construction; Maintenance. Declarant (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Master Property and take all other action necessary or convenient for the purpose of completing the construction and maintenance thereof, or any part thereof, or any Improvements, Condominium Property or Units located or to be located thereon.

iv. Sales Activity. For as long as Declarant holds Units and/or Boat Slips for sale in the ordinary course of business, Declarant, its designees, successors and assigns, shall have the right to use any such Units and parts of the Master Property and Condominium Property for model apartments and sales and construction offices, to show model Units and Boat Slips, to show the Units, the Boat Slips and the Master Common Property to prospective purchasers and tenants of Units and/or Boat Slips, and to erect on the Master Property signs and other

promotional material to advertise Units and Boat Slips for sale or lease. During the period that there are unsold Units and/or Boat Slips offered by Declarant, no other Unit Owner or tenant at a Unit may display "For Sale" or "For Lease" signs or any other advertising material (i.e., banners, bandit signs balloons etc.,) on any portion of the Master Property or Condominium Property or hold open houses in Units. Thereafter, approval for such activities by Unit Owners or tenants must be obtained from the Master Association, which approval may be withheld in the Master Association's sole discretion.

v. Additional Easements. Declarant (for as long as it retains control of the Master Association) and the Master Association, thereafter, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Declarant and the Master Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general and specific electric, gas or other utility, water, cable television, hurricane shutters, security systems communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Master Property as Declarant (or the Master Association thereafter) shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Master Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

vi. Cross-Use Easements. Declarant for itself and its successors and assigns reserves a perpetual non-exclusive ingress and egress easement across the Master Property for the purpose of all development and construction activities necessary to implement the development plan for the Master Property.

vii. Covenant. All easements of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land notwithstanding any other provisions of this Master Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Unit Owners do hereby designate Declarant and/or the Master Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

4. Surface Water Management System.

a. Preamble. The Master Property includes a surface water management system ("SWM") that provides drainage of rainwater throughout the Master Property. The SWM is authorized by the South Florida Management District ("SFWMD") by a permit issued, to be issued, or to be renewed from time to time by the SFWMD (the "Permit").

b. Association Responsibility. The Master Association is responsible for the operation and maintenance of the SWM as described in the Permit. The costs of such operation, maintenance, repair and/or replacement of the SWM are Master Association Common Expenses assessed to the Unit Owners, unless assigned or delegated to the Condominium Association

c. Amendments. Any amendment of this Section or to this Master Declaration that would affect the SWM, conservation areas (if any), or water management portions of the Master

Property will be submitted to the SFWMD for a determination of whether the amendment necessitates a modifications of the Permit.

d. Termination. In the event that the Master Association or any Condominium is terminated and/or Master Association is dissolved, that portion of the Master Property that constitutes the SWM will be conveyed to an appropriate agency of local government. If this is not accepted, then the SWM will be dedicated to a non-profit corporation similar to the Master Association.

e. Wetland Mitigation. If wetland mitigation or monitoring is required, the Master Association shall be responsible to carry out such wetland mitigation or monitoring successfully, including all conditions of the Permit associated with wetland mitigation, maintenance, or monitoring.

f. Permit. Copies of the Permit and any future SFWMD actions shall be maintained by the Master Association's registered agent for the Master Association's behalf.

g. Enforcement by SFWMD. The SFWMD has the right to take enforcement action, including a civil action for any injunction or penalties against the Master Association to compel it to correct any outstanding problems with the SWM facilities or in mitigation or conservation areas under the responsibility or control of the Master Association.

5. Voting Rights.

a. A Unit Owner or Unit Owners of a single Unit shall collectively be entitled to one (1) vote which vote shall be cast by the voting member (the "Voting Member").

b. If a Unit is owned by one person, that person's right to vote shall be established by the record title to that Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) they may, but they shall not be required to, designate a voting member; (b) if they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) where they do not designate a voting member, and only one of them present at a meeting, the person present may cast the Unit's vote.

c. If a Unit is owned by more than one person who are not husband and wife, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Unit Owners of the Unit filed with the secretary of the Master Association.

d. If a Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or the vice-president and attested by the secretary or the assistant secretary of said corporation and filed with the secretary of the Master Association.

e. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the secretary of the Master Association, signed by a general partner of said partnership.

f. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Master Association, signed by the managing member of said limited partnership.

g. The person designated in any such certificates set forth in this Section shall be known as the Voting Member. If, for a Unit owned by more than one person or by a corporation, a partnership or a limited liability company, such certificate is not on file with the secretary of the Association, the vote of the Unit shall not be counted in determining presence of a quorum or for any purpose requiring the approval of the person entitled to cast the vote for the Unit except if said Unit is owned jointly by husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. A person or entity owning more than one Unit may be designated as a Voting Member for each such Unit which it, he, she or it owns.

h. Declarant shall be deemed a Unit Owner and Voting Member of and for each unsold Unit.

6. Determination of Master Association Common Expenses and Assessments. The Board of Directors of the Master Association shall from time to time, and at least annually, prepare and adopt a budget for the Master Association, determine the amount of Assessments for Master Association Common Expenses payable by the Unit Owners to meet the Master Association Common Expenses of the Master Association, and allocate and assess such expenses among the Unit Owners, in accordance with Chapter 720 of the Florida Statutes, this Master Declaration and the Bylaws. The Master Association shall notify all Unit Owners, in writing, of the amount and due dates of the Assessments for Master Association Common Expenses payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any Assessments for Master Association Common Expenses are made in equal periodic payments as provided in the notice from the Master Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (a) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (b) the Master Association notifies the Unit Owner in writing of a change in the amount and/or frequency of the periodic payments. Any budget adopted by the Board shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the Bylaws, in the event the expenditure of funds by the Master Association is required that cannot be made from the regular Assessments for Master Association Common Expenses, the Master Association may make special Assessments for Master Association Common Expenses, which shall be levied in the same manner as herein before provided for regular Assessments for Master Association Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessment for Master Association Common Expenses. The specific purpose or purposes of any special Assessment shall be set forth in the written notice of such Assessment sent or delivered to each Unit Owner, and the funds collected pursuant to the special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments

7. Master Association Common Expenses and Common Surplus. The Master Association Common Expenses shall be shared equally by the Unit Owners. The foregoing ratio of sharing Master Common Expenses shall remain regardless of the purchase price of the Units, their location, or the building's square footage included in each Unit.

8. Marina Common Expenses and Common Surplus. The Marina Common Expenses of the Master Association shall be shared equally only by the Unit Owners who have been assigned a Boat Slip.

9. Determination of Marina Common Expenses and Assessments. This Section only applies to Unit Owners who have been assigned a Boat Slip. The Board shall from time to time, and at least annually, prepare and adopt a budget for the Marina, determine the amount of Assessments for Marina Common Expenses payable by any Unit Owner who owns a Boat Slip to meet the Marina Common Expenses, and allocate and assess such expenses among the Owners of Boat Slips, in accordance with the provisions of Chapter 720 of the Florida Statute, this Master Declaration and the Bylaws. The Association shall notify the Unit Owners, in writing, of the amount and due dates of the Assessments for Marina Common Expenses payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any Assessments for Marina Common Expenses are made in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (a) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (b) the Master Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. Any budget adopted by the Board shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the Bylaws, in the event the expenditure of funds by the Association is required that cannot be made from the regular Assessments for Marina Common Expenses, the Association may make special Assessments for Marina Common Expenses, which shall be levied in the same manner as herein before provided for regular Assessments for Marina Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessment for Marina Common Expenses. The specific purpose or purposes of any special Assessment for Marina Common Expenses shall be set forth in the written notice of such Assessment sent or delivered to each Unit Owner, and the funds collected pursuant to the special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Marina Common Surplus and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

10. Monetary Defaults and Collection of Assessments.

a. Liability for Assessments. A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner, and except as hereinafter provided in Section 10(f), a Unit Owner shall be jointly and severally liable for all unpaid Assessments, interest, late fees, remedial work costs, and attorneys' fees and costs owed by the prior Owner of the Unit, without prejudice to any right the Unit Owner may have to recover from the prior Unit Owner any Assessments paid by the Unit Owner. For purposes of this Section, the term "prior Owner" shall

not include the Master Association that acquired title to a delinquent Unit through foreclosure of by deed in lieu of foreclosure. The Assessments shall include regular and special Assessments for Common Expenses, and other Assessments which may be payable to the Master Association by a Unit Owner pursuant to Chapter 720 of the Florida Statutes, this Declaration, the Articles, and/or the Bylaws.

b. Late Charges and Interest. If any Assessment is not paid within ten (10) days after the due date, the Master Association shall have the right to charge the defaulting Unit Owner a late charge at the then highest rate allowed by law, plus interest at the then highest rate of interest allowable by law. All Assessments shall be due on the first (1st) day of each month. The Master Association, in its sole discretion, may waive the payment of any or all late charges or interest.

c. Lien for Assessments. The Master Association has a lien on each Unit for any unpaid Assessments, late charges, interest, costs, remedial work cost, and attorneys' fees and costs incurred by the Master Association incident to the collection of the Assessment or enforcement of the lien, and for all sums advanced and paid by the Master Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Master Association's lien. The lien is effective from and shall relate back to the recording of this Declaration. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall secure all unpaid Assessments, late charges, interest, costs, remedial work costs, attorneys' fees and costs, and sums advanced and paid by the Master Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Master Association's lien, which are due upon and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. The claim of lien must be signed and acknowledged by an officer or authorized agent of the Master Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

d. Collection and Foreclosure. The Master Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Unit Owner shall be liable to the Association for all costs and expenses incurred by the Master Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Master Association's lien, including without limitation, reasonable attorneys' fees and costs, and all sums paid by the Master Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Master Association's lien. However, no foreclosure judgment may be entered until at least thirty (30) days after the Master Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments, and other sums secured by the claim of lien. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at his last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. If, after diligent search and inquiry, the Master Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner

records a notice of contest of lien as provided by Chapter 720 of the Florida Statutes. The notice requirements of this Section shall not apply if an action to foreclose a mortgage on the Unit is pending before any court, if the Master Association's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the Unit Owner. The Board is authorized to settle and compromise any claims the Master Association may have against a Unit Owner if the Board deems a settlement or compromise desirable.

e. Rental and Receiver. If a Unit Owner remains in possession of his Unit and the claim of lien of the Master Association against his Unit is foreclosed, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit, and the Master Association is entitled to the appointment of a receiver to collect the rent.

f. Liability of Mortgagee, Lien or Judicial Sale Purchaser for Assessment. Unless Chapter 720 of the Florida Statutes provides otherwise, when the mortgagee of a first mortgage of record of an Institutional Lender, obtains title to the Unit by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Master Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such Institutional Lender who acquires title shall be liable for the unpaid Assessments, interest, late charges, fines, fees, remedial costs and attorney's fees and costs attributable to the Unit which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof. An Institutional Lender acquiring title to a Unit as a result of a foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. The new Unit Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Unit, including without limitation special Assessments. Any person or entity who acquires an interest in a Unit through foreclosure of a first mortgage of record of an Institutional Lender, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments, remedial costs, interest, late fees, fines and other monies due and owing, including without limitation attorneys' fees and costs, by the prior Unit Owner to the Master Association, and shall not be entitled to occupancy of the Unit or enjoyment of the Master Common Property until such time as all unpaid Assessments and other monies have been paid in full.

g. Assignment of Claim and Lien Rights. The Master Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Master Association or to any Unit Owner or group of Unit Owners or to any third party.

h. Unpaid Assessments – Estoppel Certificate. Within fifteen (15) days after request by any Unit Owner, or any Institutional Lender holding, insuring, or guaranteeing a mortgage encumbering an Unit, or any person or entity intending to purchase a Unit or provide a mortgage loan encumbering a Unit, the Master Association shall provide a certificate stating all Assessments and other monies owed to the Master Association by the Unit Owner with respect to the Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

i. Application of Payments. Any payments made to the Master Association by any Unit Owner shall be applied in accordance with Chapter 720 of the Florida Statutes.

j. Initial Budget; Declarant Maintenance Guarantee. Declarant's Guarantee and Liability for Assessments Declarant shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit Owners other than the Declarant control the Board or one year from the first day of the following month in which this Declaration is recorded in the Public Records (the "Guarantee Expiration Date"), provided that the regular monthly Assessments for the Common Expenses equally imposed on each Unit Owner other than Declarant shall not increase during such period over the amount shown in the initial budget for the Association, which is restated following this Section, and provided further that Declarant shall be obligated to pay any amount of the Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Unit Owners. The Guarantee Expiration Date may be unilaterally extended by Declarant for one or more successive periods of one year each until such time as Declarant does not own any Units in the Condominiums. For purposes of this Section, income to the Association other than Assessments shall not be taken into account when determining the deficits to be funded by the Declarant. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Declarant on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expense prior to the expiration of such period. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing. The stated dollar amount of the guaranteed maximum assessments for the Master Common Expenses for each Unit is as follows:

<u>Unit</u>	<u>Monthly Assessment</u>	<u>Unit</u>	<u>Monthly Assessment</u>
Building 5900		<u>Phase One</u>	
2N	\$308.25	352	\$308.25
2S	\$308.25	353	\$308.25
3N	\$308.25	354	\$308.25
3S	\$308.25	355	\$308.25
Penthouse	\$308.25		
Building 6000			
2N	\$308.25		
2S	\$308.25		
3N	\$308.25		
3S	\$308.25		
Penthouse	\$308.25		
Building 6100			
2N	\$308.25		
2S	\$308.25		
3N	\$308.25		

3S	\$308.25
Penthouse	\$308.25

The stated dollar amount of the guaranteed maximum assessments for the Marina Common Expenses for Boat Slip Units 1 through 12 is \$192.80 for each Unit. .

k. Condominium Working Capital Fund. A contribution to the working capital fund in the amount of two (2) monthly Assessments shall be payable to the Master Association at the time of closing. This contribution is not to be considered maintenance payments or funds of the Master Association, but rather as a purchaser's share of the initial expenses of the Master Common Property, such as advance insurance premiums, other prepaid premiums, rentals, utility deposits, changes for service contracts, permits and licenses. In addition to the above, the Master Association working capital fund may be used for purposes of emergency needs, initial items and non-recurring capital expenses.

11. Marina.

a. Located on the Master Property is a Marina as more particularly described and shown on Exhibit "A-2" attached hereto and made a part hereof (the "Marina Sketch"), which has been set aside for the exclusive use of those Unit Owners who are assigned a Boat Slip. For purposes of this Section, "Unit Owners" shall refer only to those Unit Owners who have been assigned a Boat Slip. The Marina can accommodate up to twelve (12) boats slips ("Boat Slip") which are depicted on the Marina Sketch and are numbered one (1) through twelve (12). The number of Boat Slips may be increased or decreased by Declarant in its sole discretion. Declarant may assign a Boat Slip to a Unit Owner for that Unit Owner's exclusive use. The use of such Boat Slip shall thereupon be appurtenant to said Unit; provided, however, that a Unit Owner may assign the use of a Boat Slip that had previously been assigned to it to another Unit Owner. Upon conveyance of or passing of title to the Unit to which the use of a Boat Slip is appurtenant, the Unit Owner receiving such title shall give satisfactory evidence to the Master Association of such title, and the Master Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Boat Slip Assignment and record such transfer in the Master Association's Book. No Boat Slip may be assigned to anyone other than an Owner of a Unit. Such Boat Slip Assignment shall be executed by the president of the Master Association alone or any two (2) other officers of the Master Association and shall describe the assigned Boat Slip and the name of the transferee and transferee's Unit address. The particular Boat Slip initially assigned to a Unit shall be selected by Declarant and may be located wherever Declarant so designates. The assignment by Declarant (or the Master Association after the initial assignment by Declarant) to a Unit Owner of the use of a Boat Slip will be made by "written assignment of use of Boat Slip" (the "Boat Slip Assignment") which will describe the Boat Slip and will be delivered initially at the time of delivery of the deed to the Unit. The initial Boat Slip Assignment of each Boat Slip shall be executed solely by Declarant and shall be solely and exclusively in Declarant's sole discretion. Declarant shall cause the Master Association to record all such Boat Slip Assignments in the Master Association's Book and the Unit Owner to which such use is assigned shall have the exclusive right to the use thereof. All fees collected by Declarant for assigning Boat Slips, if any, shall be retained by Declarant and shall not constitute income or revenue of the Master Association. There shall be no recordation amongst the public records of Broward County, Florida of the transfer or assignment of any Boat Slip.

b. Declarant shall have the right to convey and assign in its sole discretion any unassigned Boat Slip to a Unit Owner. Upon transfer of control of the Master Association from Declarant to the Members of the Association other than Declarant ("~~Turnover~~"), Declarant in its sole discretion, may (i) assign its Marina rights to the Master Association (which the Master Association must accept); (ii) sell to the Master Association or a Unit Owner a Boat Slip(s); or (iii) retain control over the Marina and the Boat Slips. Upon any assignment of the Marina to the Master Association, any unassigned Boat Slips shall be part of the Master Common Property, but such unassigned Boat Slip(s) shall not be used by any Unit Owner until such Boat Slip is assigned to a specific Unit Owner. Prior to any Boat Slip being assigned to a Unit Owner, only Declarant shall have the right to use, sell an unassigned Boat Slip or assign a Boat Slip, including after Turnover.

c. Once a Boat Slip is assigned for the exclusive use of a Unit, said Boat Slip shall become a Limited Common Element appurtenant to that Unit.

d. The Board shall have the right to promulgate rules and regulations in connection with the Marina.

e. No Boat Slip shall bear the same identifying number as any other.

f. Each Unit Owner shall comply with all applicable governmental and quasi-governmental rules, regulations and requirements applicable to the Marina and the Boat Slips and the use thereof.

g. Each Unit Owner acknowledges that the rules and regulations that may be promulgated by the Master Association from time to time applicable to the Marina and the Boat Slips will allow the Master Association to restrict the use and types of boats permitted, including, but not limited to, the right to place restrictions on the height, length, weight, condition and type of boats to be permitted to use the Marina and Boat Slips.

h. The leasing or rental of Boat Slips or boatlifts is prohibited.

i. Live-aboard boats are specifically prohibited. No boat may be kept at the Marina that is used as a residence or for commercial purposes. Only pleasure and leisure boats in seaworthy condition and under their own power may be kept in a Boat Slip. Further, no more than one (1) boat may be kept in a Boat Slip; provided, however, that a dinghy may be stored on the boat. All operators of boats shall observe all posted speed limits and other rules. Boats shall at all times comply, and be operated in compliance, with all applicable Master Association, City, County, State and Federal laws, rules and regulations pertaining to the operation of watercraft.

j. No Boat Slip may be occupied by a boat until such boat has been approved by the Master Association. The minimum standards for such approval shall be the compliance of the boat with the requirements of this Master Declaration and with those Marina regulations adopted by the Master Association from time to time and compatible with any lift system at the Marina. The granting of approval for a boat shall not, however, be deemed to create any liability of the Master Association or of its officers, directors or members as to the unsafe or unseaworthy condition of any boat or any damage to person or property arising therefrom.

k. Unit Owners are solely responsible for the proper mooring of their boats and are required to maintain mooring lines in good condition and sufficiently strong to secure their boats at all times when within the Master Common Property. Any special mooring rules or procedures issued by the Master Association shall be complied with at all times.

l. Boat Slip use is allowed only by the Unit Owner to whom the Boat Slip has been assigned or an approved tenant or occupant of the Unit Owner's Unit (to the extent permitted by the Marina regulations).

m. The Marina shall be kept in good condition and repair. The Master Association shall make all necessary maintenance, repairs and replacements thereto and the cost and expense thereof shall be charged to all Unit Owners who own a Boat Slip as Marina Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. No Unit Owner shall make any addition, alteration, construction or improvement in or to the Marina without the prior written consent of the Board of Directors of the Master Association. In the event a Unit Owner fails to observe and perform all of the provisions of this Master Declaration, the By-Laws, the Articles of Incorporation of the Association or applicable Marina Regulations, the Master Association shall have the right, but not the obligation, to perform any act or work required to correct such failure, and either prior to or after doing so, may assess the Unit Owner with all reasonable costs incurred or to be incurred by the Master Association in connection therewith (including without limitation any attorneys' fees and costs incurred), plus a service fee equal to ten (10%) percent of such costs, and may collect such Assessment and have a lien for same as elsewhere provided herein. In connection with the foregoing, the Master Association may access and enter upon the Marina where necessary, may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this Declaration and the Master Association's rules and regulations (including Marina regulations), and may take any and all other action reasonably necessary to correct the applicable failure, including without limitation, proceeding in equity to require performance and/or compliance with this Master Declaration, the Marina regulations and any other Master Association rules and regulations.

n. During hurricanes and other high velocity wind threats, each Unit Owner who is assigned a Boat Slip shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Master Association or any other applicable agency, which may include, without limitation, removal of the boat from the Master Property. If a Unit Owner's boat sinks as a result of a storm or for any other reason, the Unit Owner must remove the sunken boat from the Master Property immediately after the occurrence of such event and, if not so removed, within four (4) hours after the sinking, the Master Association may (but shall not be obligated to) remove the same and charge the Unit Owner for the cost of said removal and any attorneys' fees and costs incurred with enforcing compliance with this Section. Each Unit Owner shall be deemed to automatically agree to indemnify and hold harmless the Master Association, its agents, employees and designees for and from any and all loss or damages incurred in connection with the exercise or non-exercise of the Master Associations rights hereunder, unless such loss or damage is proximately caused by any of the aforesaid parties' gross negligence or willful misconduct. The Unit Owner shall also be liable for any and all damages caused to the Master Property, Master Common Property, Condominium Property, the Marina, other boats or other property of other

Unit Owners for such Unit Owners improper preparation or failure to remove, as the case may be, of his or her boat for hurricanes and other storms. Notwithstanding the right of the Master Association to enforce the foregoing requirements, the Master Association shall not be liable to any Unit Owner or other person or entity for any damage to persons or property caused by a Unit Owner's failure to comply with such requirements.

o. Each Unit Owner who is assigned a Boat Slip shall be deemed to have agreed to indemnify, defend and hold harmless the Master Association, the Condominium Association, the Board of Directors of the Master Association and the Condominium Association and the Declarant from all liabilities, losses, damages and expense (including attorneys' fees and costs, through all appellate levels) arising from, pertaining to or connected with the Unit Owner's Boat Slip and the use thereof, including but not limited to, any negligence on the part of the Unit Owner or the failure of the Unit Owner to comply with this Master Declaration, the Marina regulations or any other Master Association rules and regulations. In addition, the Unit Owner who is assigned the Boat Slip shall maintain adequate liability insurance covering injuries, deaths, losses or damages arising from or connected with the Unit Owner's Boat Slip and boat and shall name the Master Association as an additional insured thereunder with coverages no less than those reasonably established by the Master Association.

p. The Master Association shall have the power to adopt rules and regulations regarding the use of the Marina and the Boat Slips as well as maintenance, repair, replacement, improvements and alterations of the Marina and the Boat Slips.

12. Maintenance of Master Common Property. The administration, management, operation and maintenance of the Master Common Property shall be the responsibility of the Master Association as provided herein. Except to the extent expressly provided to the contrary herein, all maintenance, repairs and replacements in or to the Master Common Property shall be performed by the Master Association and the cost and expense thereof shall be charged to all Unit Owners as Common Expenses, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. For purposes hereof, Master Common Property shall include the seawall, the Promenade, Recreational Areas, all signage and any other areas considered part of the Master Property. The Master Association shall also maintain, repair and replace the landscaped, grassed open and natural portions of the Master Common Property including, but not limited to, expenses such as grass cutting, tree trimming, sprinkling, sprinklers, fertilizing, spraying and the like, regardless of whether same is within the confines of the Condominium Common Area. The cost of any irrigation provided to Condominium Common Areas shall be paid for by each individual Condominium Association.

13. Condominium Common Area. Any Condominium Common Area shall be used, kept and maintained in accordance with the applicable Condominium's declaration of condominium. The expense of operating and maintaining the Condominium Common Areas shall be the obligation of the Unit Owners in such Condominium and shall constitute a Condominium operating expense. Upon failure of the Condominium Association(s) or Unit Owner(s) to (i) maintain the portion of Condominium Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Master Declaration (and the Condominium Association's declaration of condominium) and to the satisfaction of the Master Association (or Declarant until Declarant no longer owns any portion of the Master Property,

Condominium Property or any Unit) and (ii) correct such deficiencies within seven (7) days of written notice by the Master Association, unless a longer period is authorized by the Master Association, Declarant may enter, until such time as Declarant no longer owns the portion of the Master Property and Condominium Property (and thereafter, the Master Association) upon the Condominium Property or Unit and make such corrections as may be necessary. The cost of such corrections shall be paid by the Condominium Association or the Unit Owner depending on whether the maintenance repair or replacement is the Condominium Association's responsibility or the Unit Owner's responsibility. If any Unit Owner or Condominium Association fails to make payment within fifteen (15) days after requested to do so by Declarant or the Master Association, then the payment requested shall be collected as an Assessment from such Unit Owner or Condominium Association and Declarant or the Master Association shall be entitled to lien rights upon the portion of the Condominium Property or the Unit requiring such maintenance.

14. Architectural Standards.

a. Except for Units and Improvements constructed, installed or placed by or with the approval of Declarant and additions, alterations, modifications and changes to any of the foregoing by or with the approval of Declarant (collectively, "Declarant Improvements"), which Declarant Improvements are not subject to the approval of the Master Association, no improvements of any kind including, without limitation, any building, shed, play structure, wall, topographical feature, mailbox, landscaping, fence, swimming pool, screened enclosure shall be erected, placed or maintained and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Master Association, including, but not limited to, painting the exterior of a Unit or painting the exterior of a Condominium building in a color other than the color originally placed by Declarant on the painted surface or altering or changing the windows, doors or roof of a Condominium. The Master Association shall have the power to create rules and regulations regarding the design and development standards for the Master Association and the Condominium Association.

b. Enforcement of Architectural Standards. There is specifically reserved unto the Master Association the right of entry and inspection upon any Condominium Property and/or Unit for the purpose of determining whether there exists any construction or alteration of any Improvement which violates the terms of any approval by the Master Association or the terms of this Master Declaration or of any other covenants, conditions and restrictions to which the deed associated with such Unit or other instrument of conveyances makes reference. Except in the case of an emergency, any exercise of the right of entry and inspection by the Master Association shall be made only upon reasonable notice given to the Owner of record at least twenty-four (24) hours in advance of such entry. The Master Association is empowered to enforce the provisions of this Declaration by any legal or equitable remedy and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvements. The prevailing party in such litigation shall be entitled to recover all reasonable attorneys' fees and costs in connection therewith.

15. Management Company. The Master Association (not the Condominium Association) shall have the right to contract for the management and maintenance of the Master Property and the Condominium Property, and to authorize a management agent or company to assist the Master Association and Condominium Association in carrying out their powers and duties as set

forth herein. Such cost and expenses shall be considered a Master Association Common Expense.

16. Compliance and Non-Monetary Default.

a. Enforcement. In the event of a violation by any Unit Owner or any tenant of a Unit Owner, occupant or any person residing with them, or their guests or invitees (other than the nonpayment of any Assessment or other monies) of any of the provisions of this Master Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations of the Master Association, the Master Association shall notify the Unit Owner and any tenant of the violation by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Unit Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after receipt of written demand by the Master Association, or if any similar violation is thereafter repeated, the Master Association may, at its option:

- i. Impose a fine against the Unit Owner or tenant;
- ii. Commence an action to enforce performance on the part of the Unit Owner, tenant or occupant, and to require the Unit Owner, tenant and/or occupant to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief;
- iii. The Master Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may assess the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith (including without limitation attorneys' fees and costs), plus a service fee equal to ten (10%) percent of such costs, and may collect such Assessment and have a lien for same as elsewhere provided. In connection with the foregoing, the Association may enter the Unit Owner's Unit where necessary, may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this Master Declaration, and may take any and all other action reasonably necessary to correct the applicable failure;
- iv. Commence an action to recover damages;
- v. Commence an action to evict the tenant, occupant, guest or immediate family member (who is not a Unit Owner); and/or
- vi. Hire an attorney to enforce the Master Declaration, Bylaws and Master Association rules and regulations and to require performance with same and to make a charge against the Unit Owner and Unit in the same manner as an Assessment for the costs of such reasonable attorneys' fees and costs incurred in requiring performance and/or compliance of the Unit Owner, Unit Owner's guest or tenant, including without limitation, the cost of violation letters.

b. Fines. In addition to the means for enforcement provided in this Master Declaration, Bylaws or rules and regulations of the Master Association, or by law, in the event a Unit Owner or occupant fails to observe and perform any of the provisions of the Master Declaration, the Bylaws, the Articles of Incorporation, applicable rules and regulations of the Master Association in the manner required, the Master Association shall have the right to impose a fine against the Unit Owner and the Unit.

i. Unit Owner Committee. The Board shall appoint a covenants enforcement committee ("Unit Owner Committee") which shall determine whether there is probable cause that any of the provisions of the Declaration, the Bylaws, the Articles of Incorporation or the rules and regulations of the Master Association are being or have been violated. The Unit Owner Committee shall consist entirely of Unit Owners other than members of the Board and their spouses, parent, child, brother or sister of an officer or director which shall be charged with conducting the hearing and rendering the decision with regard to the levy of fines as herein provided.

ii. Notice. The Master Association shall notify the Unit Owner, tenant or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration, the Bylaws, the Articles or Association rules and regulations which have been allegedly violated and notice of the opportunity for a hearing upon Unit Owner's request made within fourteen (14) days of the date of the Master Association sending the notice. The notice shall also specify, and it is hereby provided that each recurrence of the alleged violation of each day during which it continues shall be deemed to be a separate offense, subject to a separate fine, all fines not to exceed the highest amount allowed by law.

iii. Hearing. If a hearing is timely requested by the Unit Owner, the Unit Owner Committee shall hold a hearing, after giving the alleged violator fourteen (14) days written notice of the date, time and place of hearing. The Unit Owner Committee shall hear any defense to the charges of the Unit Owner Committee or hear reasons why a fine should not be imposed.

iv. Imposition of Fine. Subsequent to any hearing, the Unit Owner Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Unit Owner Committee determines that there is sufficient evidence, it may notify the Board to levy a fine for each violation in such amount as may be permitted by Chapter 720 of the Florida Statutes. If the Unit Owner Committee determines that there is insufficient evidence, it shall terminate the proceedings. If no hearing is requested by the Unit Owner, the Unit Owner Committee shall automatically impose a fine against the Unit Owner.

v. Committee Approval. If the Unit Owner Committee does not agree with the fine, the fine may not be levied.

vi. Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

vii. Application of Fines. All monies received from fines shall be allocated as directed by the Board.

viii. Infractions. Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

ix. Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled.

c. Negligence. A Unit Owner shall be liable and may be assessed by the Master Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Master Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Condominium Common Areas or the Master Common Property.

17. Suspension of a Unit Owner's Right to Use Master Common Property and Right to Vote. If a Unit Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit Owner's occupant, licensee, invitee or tenant to use the Master Common Property, Recreational Areas, or any other Master Association Property until the monetary obligation is paid. The Master Association may also suspend the voting rights of a Unit Owner due to such nonpayment of any monetary obligation. Both suspensions end upon full payment of all obligations currently due or overdue the Master Association. If such a suspension of use and voting rights is imposed, the Master Association must impose the reasonable suspension at a properly noticed board meeting, and after the imposition of such suspension, the Master Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, invitee or tenant by mail or hand delivery.

18. Insurance. The insurance other than title insurance which shall be carried upon the Master Property shall be governed by the following provisions:

a. Purchase, Custody and Payment of Policies.

i. Purchase. All insurance policies purchased by the Master Association shall be issued by an insurance company authorized to do business in Florida.

ii. Named Insured. The named insured on all policies purchased by the Master Association shall be the Master Association, individually and as agent for Unit Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

b. Coverage.

i. Casualty. Master Property and Improvements upon the Master Property are to be insured in an amount equal to one hundred (100%) percent of the then current replacement value (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the Master Association's casualty insurance company. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

2. Such other risks as from time to time shall be customarily insured against with respect to the Master Property including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

3. The hazard insurance policy shall cover the Master Property and Improvements thereon.

ii. Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Master Property, Master Common Property, any Improvements now or hereafter located upon the Master common Property or any work, matters or things related to the Master Property or this Master Declaration and its exhibits, with such coverage as shall be required by the Master Association.

iii. Fidelity Bonds. The Master Association shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the Master Association and all other persons handling or responsible for funds of or administered by the Master Association. Furthermore, where the Master Association has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Master Association. The total amount of fidelity bond coverage required shall in no event be less than maximum funds that will be in the custody of the Master Association or its management agent at any one time or in an amount not less than the minimum sum required by law. Notwithstanding the foregoing, unless an Institutional Lender otherwise requires fidelity bond coverage, such coverage will not be required unless and until the Condominium consists of greater than thirty (30) Units.

iv. Officer and Director Liability: Officer and Director Liability insurance shall be determined by the Board to be required or beneficial for the protection of the members of the Board, the officers of the Master Association.

v. Flood Insurance Workman's Compensation Insurance and Such Other Insurance as the Master Association shall determine from time to time to be desirable, or as may be required by law covering the Master Property, Master Common Property and any Improvements or personal property located thereon.

c. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Master Association, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more directors of the Master Association or by one or more Unit Owners; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days' prior written notice to the Master Association.

d. Premiums. Premiums for insurance policies purchased by the Master Association shall be paid by the Master Association as a Master Association Common Expense (and the Premiums for insurance policies purchased by the Master Association with respect to the Marina

shall be paid by the Master Association as a Marina Common Expense), except that any increase in any insurance premium occasioned by misuse by a particular Unit Owner, or by a resident of any Unit, or by a member of their families or their guests or invitees, may be assessed against and paid by that Unit Owner. Premiums may be financed in such manner as the Board deems appropriate.

19. Condemnation and Eminent Domain.

a. Right to Terminate Master Declaration. If the Master Property or any Improvements shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a portion of the Master Property or the Improvements shall be so taken or condemned that the portion remaining is not sufficient and suitable for any other use permitted by this Master Declaration, then, with the consent of Declarant (if such condemnation occurs prior to turnover of control of the Master Association to the Members), this Master Declaration shall cease and terminate as of the date on which the condemning authority takes position.

b. Continuation of Master Declaration. If a portion of the Master Property or the Improvement's is taken, and the remaining portion can be adapted and used for the conduct of Declarant or Condominium Association's operations, then this Master Declaration shall continue in full force and effect as to the remaining portion.

c. Temporary Taking. If the temporary use (but not title) of the Master Property or any Improvements is taken, this Master Declaration shall remain in full force and effect.

d. Judicial Determination. If any interested party cannot agree in respect of any matters to be determined under this Section, a determination shall be requested of the court having jurisdiction over the taking, and if said court will not accept such matters for determination, any party may have the matters determined by a court having jurisdiction over the parties.

20. Amendment of Declaration and Limitations on Amendments to Articles and Bylaws.

a. Amendments to Declaration by the Association. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this Master Declaration may be amended in the following manner:

i. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

ii. Adoption of Amendment. A resolution adopting a proposed amendment may be proposed by either a majority of the Board or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by affirmative vote of a majority of those Unit Owners present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established. If a Unit Owner's right to vote has been suspended due to nonpayment of Assessments or if the Master Association owns any Units, such Unit shall not be counted towards the total number of votes necessary to approve an amendment or the total number of voting interests necessary to constitute a quorum.

iii. Execution and Recording. A copy of each amendment shall be attached to a certificate of the Master Association certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this Master Declaration and shall be executed by the President and Secretary of the Master Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the County in which the Master Property is located.

b. Amendment Prior to Turnover. During the period of Declarant control, this Master Declaration, the Articles of Incorporation or the By-Laws of the Master Association may be amended by Declarant to correct an omission or error, or to effect any other amendment, except that this procedure for amendment may not be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing.

c. Proviso. Unless otherwise provided specifically to the contrary in this Master Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Unit shares the Common Expenses expenses and owns the Master Common Property and Common Surplus of the Master Association, (any such change or alteration being a "material amendment", unless the Unit Owner(s) thereof, and all record owners of mortgages or other liens on the Unit, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of seventy five (75%) percent of the Unit Owners. No amendment may be adopted which would materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld. The acquisition of property by the Master Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Master Declaration, Chapter 720 of the Florida Statutes or the Act (as applicable), shall not be deemed to constitute a material alteration or modification of the appurtenance of the Units and accordingly, shall not constitute a material amendment.

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Declarant without the consent of said Declarant in each instance; nor shall an amendment make any change in the Sections hereof entitled "Insurance," "Reconstruction or Repair after Casualty," or "Condemnation," unless the primary Institutional Lender shall join in the amendment; without limiting the generality of the foregoing, nor shall any amendment. This Section may not be amended in any manner.

d. Required Consent. If any provision of this Master Declaration specifically requires the consent of a certain percentage of the Unit Owners or Institutional Lenders to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the Unit Owners or Institutional Lenders.

21. Miscellaneous Provisions.

a. Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this Master Declaration, the Articles, the Bylaws, or rules and regulations of the Master Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

b. Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Master Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a Unit.

c. Notices. All notices required or desired hereunder or under the Bylaws or the Master Association's rules and regulations shall be sent via certified mail return receipt requested to the Master Association c/o its office or to such other address as the Master Association may hereafter designate from time to time by notice in writing to all Unit Owners, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any Unit Owners shall be sent via regular mail to the Unit address of such Unit Owner or such other address as may have been designated by such Unit Owner from time to time, in writing, to the Master Association. All notices to mortgagees of Units shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the Master Association. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified. Notwithstanding anything to the contrary contained herein, notices by electronic transmission shall be allowed as provided in the By-laws of the Master Association or by applicable law.

d. Signature of President and Secretary. Wherever the signature of the president of the Master Association is required hereunder, the signature of a vice president may be substituted therefore, and wherever the signature of the secretary of the Master Association is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same person may not execute any single instrument on behalf of the Master Association in two separate capacities.

e. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Master Declaration, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida. Venue for any action shall be exclusively in Broward County, Florida.

f. Waiver. No provisions contained in this Master Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

g. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders and entities.

h. Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

i. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his/her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Master Declaration, and the Articles and By-Laws of the Master Association, and applicable rules and regulations, are fair and reasonable in all material respects.

j. Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Master Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of Declarant, all documents or consents which may be required by all governmental agencies to Declarant and its affiliates to complete the plan of development of the Master Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby Declarant as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Subsection may not be amended without the consent of Declarant.

k. Sale Activity and Declarant's Rights. Until the date that Declarant has completed and sold all of its Units within the Condominium, neither the Unit Owners nor the Condominium Association shall interfere with the completion of the contemplated improvements and the sale of Units. Declarant (or its duly authorized agents or assigns) may make such use of the unsold units, the Condominium Property and the Condominium Common Areas within the Condominium until such date so as to facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials, and the maintenance of an administrative office. Declarant may use unsold Unit as model Units or as sales offices for display purposes to prospective purchasers. Declarant shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Declarant determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered Condominium Common Areas and shall remain the property of Declarant. Additionally, without obtaining consent of any occupants of Units, Declarant or its employees or agents may be allowed access to any Unit for repairs or construction necessary in Declarant's opinion to complete the Units for sale.

l. Venue. EACH UNIT OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH UNIT OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THAT THIS MASTER DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY. DECLARANT HAS AN OFFICE IN BROWARD COUNTY AND EACH UNIT IS LOCATED IN BROWARD COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DECLARANT AGREES

THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY.

m. Access of Declarant to Condominium Building and Units and to Reports. For as long as Declarant remains liable to the Master Association, Condominium Association or any Unit Owner, under any warranty, whether statutory, express or implied, for any act or omission of Declarant in the development, construction, sale and marketing of the Condominium, then Declarant and its agents shall have the right, in Declarant's sole discretion, and from time to time upon the granting of access thereto by the Condominium Association or a Unit Owner, as the case may be, to enter the Condominium Property or any Unit for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Declarant to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. For as long as Declarant remains liable to the Master Association, Condominium Association or any Unit Owner under any warranty, whether statutory, express or implied, or for any act or omission of Declarant relative to the development, construction, sale and marketing of the Condominium, the Condominium Association shall furnish to Declarant all documentation prepared on behalf of the Condominium Association concerning the inspection, testing and surveying of the Condominium Common Areas or Units relative to analyzing such areas of compliance with all such warranties. Failure of the Condominium Association or of a Unit Owner to provide such access to reports and/or documentation shall result in the appropriate warranty being mollified and being of no further force or effect.

n. Parking Requirements. Parking requirements for the Master Property promulgated by the appropriate governmental authority having jurisdiction over same shall be complied with at all times.

o. Implied and Express Warranties. DECLARANT EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES WITH REGARD TO ANY APSECT OF THIS MASTER PROPERTY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE IMPLIED WARRANTIES PERTANING TO DECLARANT AS REQUIRED UNDER FLORIDA STATUTES SECTION 718.203.

p. Blocked View Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (i) maturation of trees and shrubbery, (ii) construction of other condominiums, or (iii) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Declarant shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property or Master Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within Condominium Property or Master Property.

q. Construction Matters. All Condominium Parcels and their appurtenant common elements have been or will be sold without any Declarant warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements

including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that the party or parties being same shall comply with all requests of Section 558, Florida Statutes. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section.

r. Mold and Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or Declarant within the Unit and/or the Condominium Property. Each Unit Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildews, toxins and/or fungi and to have released Declarant from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Declarant is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

s. Unit Square Footage. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods of calculating the square footage of a Unit, and that depending on the method of calculation; the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Unit Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarants promotional materials or otherwise. Without limiting the generality of this Section, Declarant does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed
this 24 day of July, 2018.

Signed, sealed and delivered
in the presence of:

Seaside Village by Vintage Homes, Inc., a
Florida corporation

Mindy S. Hertz
Witness signature MINDY S. HERTZ
Cindy Clark
Witness print name CINDY CLARK

By: John Passalacqua
John Passalacqua
Its: President

STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state
and county aforesaid to take acknowledgements, personally appeared John Passalacqua, as
President of Seaside Village by Vintage Homes, Inc., a Florida corporation, as personally known
to me (✓) or who produced thereof to be his free act and deed, on behalf of the company
and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in this county and state last foresaid, this 24th
day of July, 2018.

Wilson C. Atkinson, III
NOTARY PUBLIC, State of Florida

My Commission Expires:

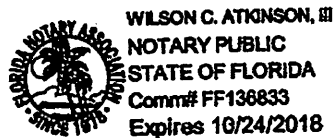


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

LOT 1, LESS THE WEST 10.18 FEET THEREOF, AND LOTS 2, 3 AND 4, IN BLOCK 196, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, 3 AND 4, LESS THE WEST 10.17 FEET OF LOTS 3 AND 4, BLOCK 197, HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

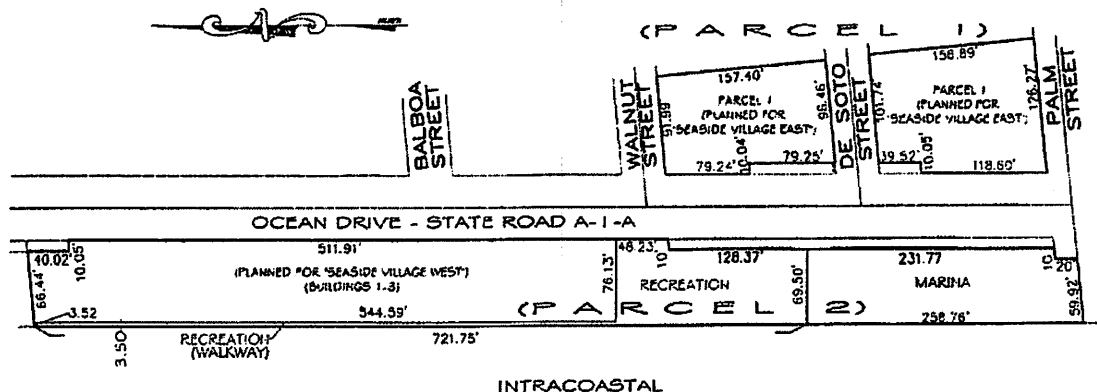
PARCEL 2:

LOTS 1 THROUGH 6, INCLUSIVE, LESS THE EAST 10.18 FEET THEREOF, LOTS 7 THROUGH 9 INCLUSIVE, LESS THE EAST 10.17 FEET THEREOF, LOTS 10 THROUGH 23, INCLUSIVE, AND LOT 24, LESS THE EAST 10.00 FEET THEREOF, ALL IN BLOCK 174, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF SUBMERGED PUBLIC ROAD VACATED BY ORDINANCE NO. 0-2017-03 BY THE CITY OF HOLLYWOOD ATTACHED TO EASEMENT RECORDED MAY 4, 2017 IN INSTRUMENT NO. 114364904, DESCRIBED AS FOLLOWS:

THE NORTH 20 FEET OF PALM STREET (FORTY FOURTH STREET) RIGHT-OF-WAY BOUNDED ON THE WEST BY THE INTRACOASTAL WATERWAY BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 174 AND BOUNDED ON THE EAST BY A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF WAY LINE OF NORTH OCEAN DRIVE (STATE ROAD A-1-A), BEING THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 174, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT A "MASTER PROPERTY" TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR SEASIDE VILLAGE



DESCRIPTION

PARCEL 1:

LOT 1, LESS THE WEST 10.18 FEET THEREOF, AND LOTS 2, 3 AND 4, IN BLOCK 196, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, 3 AND 4, LESS THE WEST 10.17 FEET OF LOTS 3 AND 4, BLOCK 197, HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:

LOTS 1 THROUGH 6, INCLUSIVE, LESS THE EAST 10.18 FEET THEREOF, LOTS 7 THROUGH 9 INCLUSIVE, LESS THE EAST 10.17 FEET THEREOF, LOTS 10 THROUGH 23 INCLUSIVE, AND LOT 24, LESS THE EAST 10.00 FEET THEREOF, ALL IN BLOCK 174, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF SUBMERGED PUBLIC ROAD VACATED BY ORDINANCE No. 0-2017-03 BY THE CITY OF HOLLYWOOD ATTACHED TO EASEMENT RECORDED MAY 4, 2017 IN INSTRUMENT No. 114364904, DESCRIBED AS FOLLOWS

THE NORTH 20 FEET OF PALM STREET (FORTY FOURTH STREET) RIGHT-OF-WAY BOUNDED ON THE WEST BY THE INTRACOASTAL WATERWAY BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 174 AND BOUNDED ON THE EAST BY A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF NORTH OCEAN DRIVE (STATE ROAD A-1-A), BEING THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 174, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA."

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7010

JOB #: RN8088 DATE: 01/29/18
SCALE: NTS FILE NO.:
DRAWN BY: SHG CHECKED BY: SKS

MASTER SITE PLAN

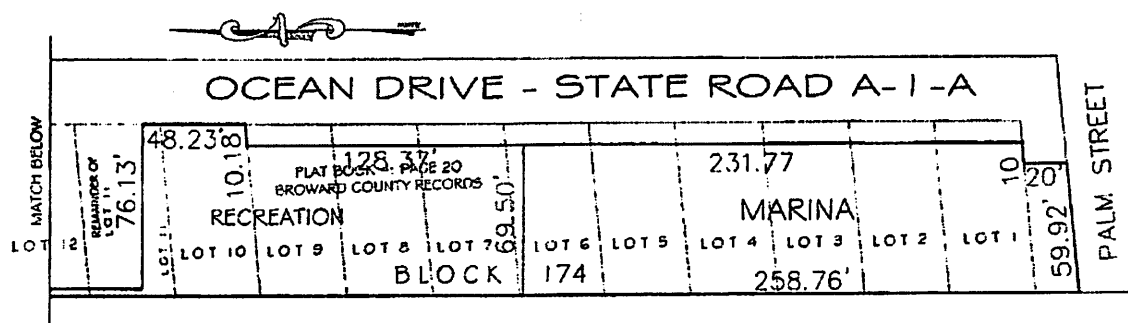
EXHIBIT A

EXHIBIT "A-1"
RECREATIONAL AREAS

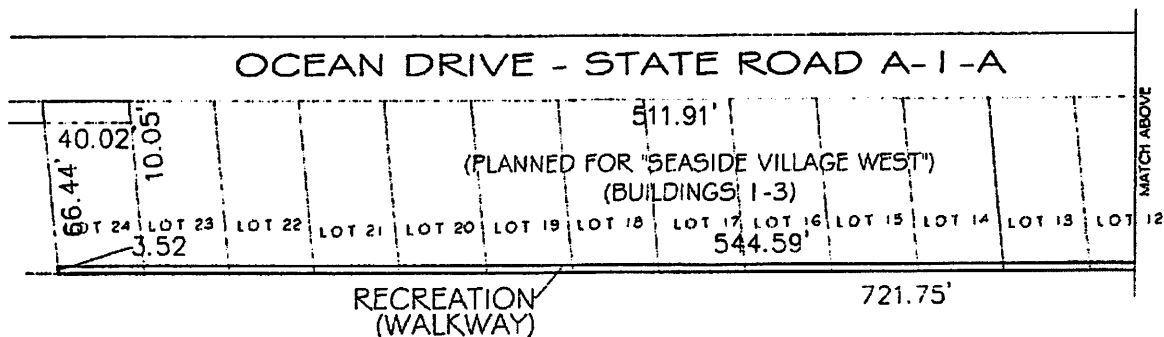
A PORTION OF LOTS 6 THROUGH 24 THEREOF, BLOCK 174 "HOLLYWOOD CENTRAL BEACH" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4 PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 23: THENCE SOUTH 2°30'15" WEST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID LOTS 11 THROUGH 23 A DISTANCE OF 511.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 2°30'15" WEST ALONG SAID LOTS 10 AND 11 A DISTANCE OF 48.23 FEET; THENCE SOUTH 87°00'15" WEST A DISTANCE OF 10.18 FEET; THENCE SOUTH 2°30'15" WEST ALONG A LINE 10 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 6 THROUGH 9 A DISTANCE OF 128.37 FEET; THENCE NORTH 87°29'45" WEST A DISTANCE OF 69.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6; THENCE NORTH 2°30'15" EAST ALONG THE WEST LINE OF SAID LOTS 6 THROUGH 24 A DISTANCE OF 721.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 24; THENCE NORTH 87°00'15" EAST ALONG THE NORTH LINE OF LOT 24 A DISTANCE OF 3.52 FEET; THENCE SOUTH 2°30'15" WEST ALONG A LINE 3.50 FEET EAST OF THE WEST LINE OF SAID LOTS 11 THROUGH 24 A DISTANCE OF 544.59 FEET; THENCE SOUTH 87°29'45" EAST A DISTANCE OF 76.13 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-1 "RECREATION AREA" TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR SEASIDE VILLAGE



INTRACOASTAL



INTRACOASTAL

RECREATION DESCRIPTION

A PORTION OF LOTS 6 THROUGH 24 THEREOF, BLOCK 174 "HOLLYWOOD CENTRAL BEACH" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 23; THENCE SOUTH 2°30'15" WEST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID LOTS 11 THROUGH 23 A DISTANCE OF 511.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 2°30'15" WEST ALONG SAID LOTS 10 AND 11 A DISTANCE OF 48.23 FEET; THENCE SOUTH 87°00'15" WEST A DISTANCE OF 10.18 FEET; THENCE SOUTH 2°30'15" WEST ALONG A LINE 10 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 6 THROUGH 9 A DISTANCE OF 128.37 FEET; THENCE NORTH 87°29'45" WEST A DISTANCE OF 69.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6; THENCE NORTH 2°30'15" EAST ALONG THE WEST LINE OF SAID LOTS 6 THROUGH 24 A DISTANCE OF 721.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 24; THENCE NORTH 87°00'15" EAST ALONG THE NORTH LINE OF LOT 24 A DISTANCE OF 3.52 FEET; THENCE SOUTH 2°30'15" WEST ALONG A LINE 3.50 FEET EAST OF THE WEST LINE OF SAID LOTS 11 THROUGH 24 A DISTANCE OF 544.59 FEET; THENCE SOUTH 87°29'45" EAST A DISTANCE OF 76.13 FEET TO THE POINT OF BEGINNING.

GIBBS LAND SURVEYORS

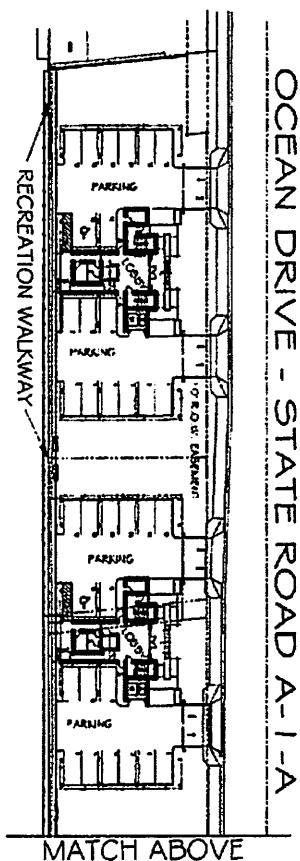
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7016

JOB #: RN6008	DATE: 9/25/14	RECREATION AREA	EXHIBIT A-1	1 OF 2
SCALE: NTS	FILE NO.:	BOUNDARY SURVEY		
DRAWN BY: SHC	CHECKED BY: SKS			

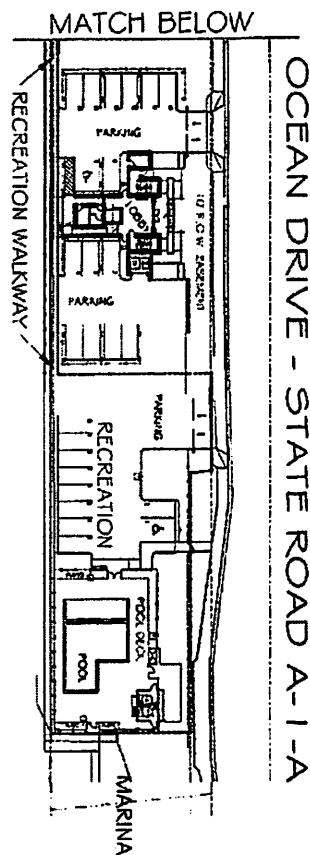
EXHIBIT A-1
 "RECEATION AREA"
 TO DECLARATION OF CONVENANTS FOR
 CONDITIONS AND RESTRICTIONS FOR
 SEASIDE VILLAGE
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



INTRACOASTAL



INTRACOASTAL



GRAPHIC SCALE
 (IN FEET)

JOB #: RN6424
 SCALE: NTS
 DRAWN BY: EMC

DATE: 9/05/14
 FILE NO.:
 CHECKED BY: SKS

RECREATION
 SITE PLAN

EXHIBIT A-1 2 OF 2

GIBBS LAND SURVEYORS
 213 HOLLYWOOD BOULEVARD, SUITE 204
 HOLLYWOOD, FL 33020 (954) 923-7666
 LICENSED BUSINESS NO. 7016

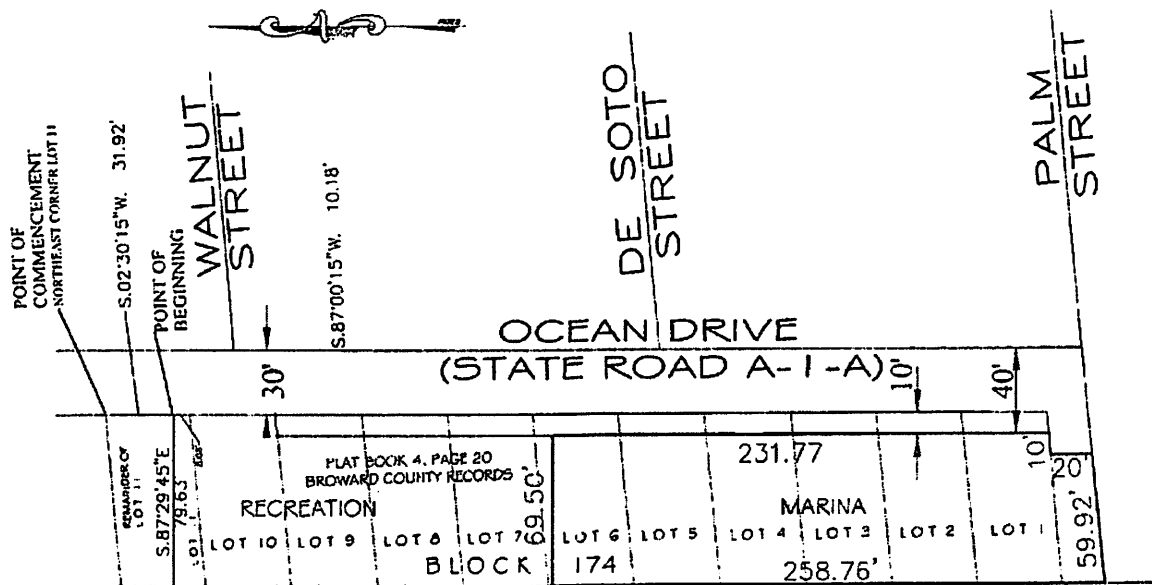
EXHIBIT "A-2"
MARINA SKETCH

A PORTION OF LOTS 1 THROUGH 6 THEREOF, BLOCK 174 "HOLLYWOOD CENTRAL BEACH" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

TOGETHER WITH THAT PORTION OF SUBMERGED PUBLIC ROAD VACATED BY ORDINANCE NO. O-2017-03 BY THE CITY OF HOLLYWOOD ATTACHED TO EASEMENT RECORDED MAY 4, 2017 IN INSTRUMENT NO. 114364904, DESCRIBED AS FOLLOWS:

THE NORTH 20 FEET OF PALM STREET (FORTY FOURTH STREET) RIGHT-OF-WAY BOUNDED ON THE WEST BY THE INTRACOASTAL WATERWAY BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 174 AND BOUNDED ON THE EAST BY A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF NORTH OCEAN DRIVE (STATE ROAD A-1-A), BEING THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 174, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

EXHIBIT A-2 "MARINA" TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR SEASIDE VILLAGE



INTRACOASTAL MARINA DESCRIPTION

A PORTION OF LOTS 1 THROUGH 6 THEREOF, BLOCK 174 "HOLLYWOOD CENTRAL BEACH" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

TOGETHER WITH THAT PORTION OF SUBMERGED PUBLIC ROAD VACATED BY ORDINANCE No. O-2017-03 BY THE CITY OF HOLLYWOOD ATTACHED TO EASEMENT RECORDED MAY 4, 2017 IN INSTRUMENT No. 114364904, DESCRIBED AS FOLLOWS

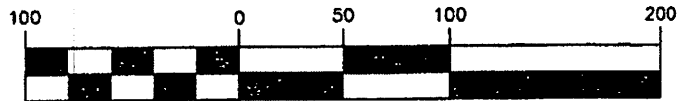
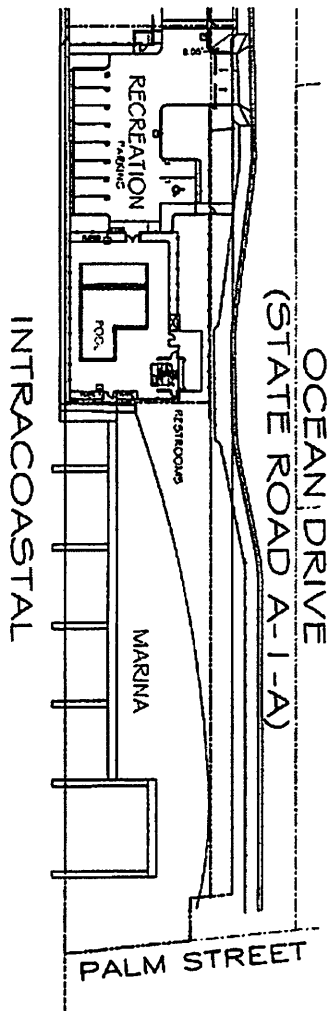
THE NORTH 20 FEET OF PALM STREET (FORTY FOURTH STREET) RIGHT-OF-WAY BOUNDED ON THE WEST BY THE INTRACOASTAL WATERWAY BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 174 AND BOUNDED ON THE EAST BY A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF NORTH OCEAN DRIVE (STATE ROAD A-1-A), BEING THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 174, OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA."

GIBBS LAND SURVEYORS

JOB #: PMS066	DATE: 9/05/14	MARINA	EXHIBIT A-2	1 OF 2
SCALE: NTS	FILE No.:	BOUNDARY SURVEY		
DRAWN BY: S-13	CHECKED BY: S-13			

2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

EXHIBIT A-2
 "MARINA"
 TO DECLARATION OF
 CONVENANTS FOR
 CONDITIONS AND
 RESTRICTIONS FOR
 SEASIDE VILLAGE
 CITY OF HOLLYWOOD, BROWARD COUNTY,
 FLORIDA



GRAPHIC SCALE
 (IN FEET)

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD, SUITE 204
 HOLLYWOOD, FL 33020 (954) 923-7666
 LICENSED BUSINESS NO. 7012

JOB #: RNS424 DATE: 9/05/14
 SCALE: NTS FILE No.:
 DRAWN BY: SMG CHECKED BY: SK3

MARINA
 SITE PLAN

EXHIBIT A-2 2 OF 2

EXHIBIT "B"
ARTICLES OF INCORPORATION

FILED JANUARY 8, 2018
DOCUMENT NUMBER N18000000253

EXHIBIT "B"

ARTICLES OF INCORPORATION
FOR
SEASIDE VILLAGE MASTER ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME AND ADDRESS

The name of the corporation shall be Seaside Village Master Association, Inc. The principal address of the corporation shall be 6024 N. Ocean Drive, Hollywood, FL, 33019. For convenience, the corporation shall be referred to in this instrument as the "Master Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Master Association as the "By-Laws."

ARTICLE 2
PURPOSE

The purpose for which the Master Association is organized is to maintain, operate and manage the Master Association together with the personal and real property thereof.

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Master Declaration of Covenants, Conditions and Restrictions for Seaside Village (the "Declaration") to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. In construing these Articles, the use of any gender shall include every other gender and entity.

ARTICLE 4
POWERS

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

4.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or Chapter 720 of the Florida Statutes (the "HOA Act").

4.2 Enumeration. The Master Association shall have the powers and duties set forth in the HOA Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the HOA Act), and all of the powers and duties reasonably necessary to operate the Master Property pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Master Property, and other property acquired or leased by the Master Association.

(d) To purchase insurance upon the Master Property and insurance for the protection of the Master Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Master Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To enforce by legal means the provisions of the HOA Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Master Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.

(g) To contract for the management and maintenance of the Master Property and Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Master Association and the Condominium Association in carrying out its powers and duties.

(h) The power to acquire title to property; to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Master Property, including the right to grant, modify or move easements which are part of or cross the Master Property.

(i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Master Property.

4.3 Master Association Property. All funds and the title to all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles

and the By-Laws.

4.4 Distribution of Income; Dissolution. The Master Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Master Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Statute.

4.5 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the HOA Act, provided that in the event of conflict, the provisions of the HOA Act shall control over those of the Declaration and By-Laws.

ARTICLE 5 MEMBERS

5.1 Membership. The members of the Master Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Master Association.

5.2 Assignment. The share of a member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6 TERM OF EXISTENCE

The Master Association shall have perpetual existence.

ARTICLE 7 INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

John Passalacqua

6024 N. Ocean Drive, Hollywood, FL, 33019

ARTICLE 8
OFFICERS

The affairs of the Master Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME

ADDRESS

President: John Passalacqua

6024 N. Ocean Drive, Hollywood, FL,
33019

Vice-President: Chuck Keller

6024 N. Ocean Drive, Hollywood, FL,
33019

Secretary-Treasurer: Malcolm Resnick

6024 N. Ocean Drive, Hollywood, FL,
33019

ARTICLE 9
DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors nor more than five (5) directors, and which shall always be an odd number. During Developer control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director shall be a Unit Owner.

9.2 Duties and Powers. All of the duties and powers of the Master Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Master Association shall be elected at the annual meeting of the members in the manner determined by and subject to the

qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Master Association shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President: John Passalacqua	6024 N. Ocean Drive, Hollywood, FL, 33019
Vice-President: Chuck Keller	6024 N. Ocean Drive, Hollywood, FL, 33019
Secretary-Treasurer: Malcolm Resnick	6024 N. Ocean Drive, Hollywood, FL, 33019

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity. The Master Association shall indemnify any person 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 is or was a director, employee, officer or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he acted with fraudulent or criminal intent and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the proposed indemnitee acted fraudulently, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. A director, officer, employee or agent of the Master Association shall be indemnified and promptly defended in any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith in defense of any claim referred to in Section 10.1 herein. Assessments may be made by the Master Association to cover any expenses or other amounts to be paid by the Master Association in common with the

indemnification provided herein.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding through all available appeals.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

In no event shall any party entitled to indemnity herein be deemed to have acted fraudulently with respect to the Master Association if the indemnified party acted (i) based upon advice of legal counsel or other professional advisor or (ii) in a manner consistent with reasonable business judgment.

10.5 Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association, or is or was serving, at the request of the Master Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him 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 against such liability under the provisions of this Article.

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 BY-LAWS

The first By-Laws of the Master Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected

thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall make any changes in the qualifications for membership, or in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the HOA Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate, successor or assign of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Section 12.3 shall be effective.

12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration, including, the Articles of the Declaration allowing certain amendments to be effected by the Developer alone.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida.

ARTICLE 13
INITIAL REGISTERED OFFICE,
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be at, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Corporation shall be John Passalacqua, who shall also be a resident agent, whose address is 6024 N. Ocean Drive, Hollywood, FL, 33019.

[Execution page to follow]

IN WITNESS WHEREOF, the incorporator has affixed his signature the day and year set forth below.

/s/ John Passalacqua
Incorporator

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by John Passalacqua, who is personally known to me or who has produced _____ (type of identification) as identification and who did not take an oath.

/s/ Ilena Rojas
Print Name: Ilena Rojas
NOTARY PUBLIC, State of Florida
My Commission Expires:

(NOTARY SEAL)

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in Broward County, Florida the corporation named in the said Articles has named John Passalacqua, whose address 6024 N. Ocean Drive, Hollywood, FL, 33019, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

/s/ John Passalacqua
REGISTERED AGENT

DATED this 8th day of January, 2018

EXHIBIT "C"

BY-LAWS
OF
SEASIDE VILLAGE MASTER ASSOCIATION, INC.

A corporation not for profit organized
under the laws of the State of Florida

1. Principal Office. The principal office of the Master Association is 6024 N. Ocean Drive, Hollywood, FL, 33019, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Master Association shall be kept in Broward County, Florida.
2. Fiscal Year. The fiscal year of the Master Association shall be the calendar year.
3. Seal. The seal of the Master Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.
4. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Master Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Master Declaration of Covenants, Conditions and Restrictions for Seaside Village (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.
5. Members.
 - a. Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
 - b. Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Master Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Master Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in Chapter 720 of the Florida Statutes.
 - c. Notice of Meeting; Waiver of Notice.
 - i. Electronic transmission means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples include, without limitation, facsimile transmission of images, and text that is sent via electronic mail between computers.

- ii. In all situations where notice is given to either the Master Association or to Unit Owners, delivery of such notice shall be deemed to include delivery by electronic transmission, except that electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part of a recall of Board Members.
 - iii. Notice of members' meetings, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Master Common Property at least fourteen (14) continuous days prior to the members' meeting. The notice of the members' meeting shall also be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the members' meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, no more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.
 - iv. In lieu of or in addition to the physical posting of notice of any meeting of the board of administration or the Unit Owners on the Master Common Property, the Master Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television serving the Master Association. The notice and the agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.
 - v. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
 - vi. An officer of the Master Association shall provide an affidavit, to be included in the official records of the Master Association, affirming that notices of the members' meeting were mailed or hand delivered in accordance with this Section and Section 720.306(5), Florida Statutes, to each Unit Owner at the address last furnished to the Master Association. No other proof of notice of a meeting shall be required.
 - vii. Notwithstanding anything to the contrary contained herein, if a scheduled meeting is for the purpose of electing a member or members of the Board of Directors of the Master Association, the Master Association shall, not less than 60 days before the scheduled elections, mail or deliver to each owner entitled to vote, a first notice of the date of the election, and the Master Association shall also mail or deliver a second notice of the date of the election not less than 14 days and no more than 34 days prior to the election.
- d. Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty (30%) percent of the votes of members.
- e. Voting.

- i. Number of Votes. The Owners of Units shall be entitled to cast one vote for each Unit. The vote of a Unit shall not be divisible.
 - ii. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws.
- f. Voting Member.
 - i. A Unit Owner or Unit Owners of a single Unit shall collectively be entitled to one (1) vote which vote shall be cast by the voting member (the "Voting Member"). If a Unit is owned by more than one person or by a corporation, a partnership or a limited liability company or trust, a voting certificate shall be on file with the Secretary of the Master Association as explained hereinbelow. If there is no voting certificate on file with the Master Association, the vote of the Unit shall not be counted in determining presence of a quorum or for any purpose requiring the approval of the person entitled to cast the vote for the Unit except if said Unit is owned jointly by husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. A person or entity owning more than one Unit may be designated as a Voting Member for each such Unit which he, she or it owns.
 - ii. If a Unit is owned by one person, that person's right to vote shall be established by the record title to that Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) they may, but they shall not be required to, designate a voting member; (b) if they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; or (c) where they do not designate a voting member, and only one of them present at a meeting, the person present may cast the Unit's vote.
 - iii. If a Unit is owned by more than one person who is not husband and wife, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Unit Owners of the Unit filed with the secretary of the Master Association.
 - iv. If a Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or the vice-president and attested by the secretary or the assistant secretary of said corporation and filed with the secretary of the Master Association.
 - v. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the secretary of the Master Association, signed by a general partner of said partnership.
 - vi. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Master Association, signed by the managing member of said limited partnership.
 - vii. Declarant shall be deemed a Unit Owner and Voting Member of and for each unsold Unit.

g. Proxies.

- i. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit, name the person(s) voting by proxy and the person authorized to vote for such person(s). Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by resignation, or otherwise.
 - ii. Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirement other than the financial report for the preceding fiscal year and any other financial reporting requirements under Section 720.303 of the Florida Statute; for votes taken to amend the Master Association governing documents; and any other matter for which Chapter 720, Florida Statutes, requires or permits a vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board members provided, however, that Unit Owners other than the Declarant may vote in person or by limited proxy, to fill a vacancy on the board caused by recall of a board member elected by Unit Owners other than the Declarant. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.
- h. Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- i. Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- i. Ballots not yet cast shall be collected;
 - ii. Call to order by President;
 - iii. Appointment by the President of a chairman of the meeting (who need not be a member or a director);

- iv. Appointment of inspectors of election;
- v. Election of Directors;
- vi. Proof of notice of the meeting or waiver of notice;
- vii. Reading of minutes;
- viii. Reports of officers;
- ix. Reports of committees;
- x. Unfinished business;
- xi. New business;
- xii. Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- j. Minutes of Meeting. The minutes of all members' meetings shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven years.
- k. Action Without a Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. During Declarant control, however, no notice is required to take action without a meeting.
- l. Unit Owner Participation. Unit Owners shall have the right to participate in members' meetings with reference to all designated agenda items. However, the Master Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to reasonable rules adopted by the Master Association.

6. Directors.

- a. Membership. The affairs of the Master Association shall be governed by a Board of not less than three (3) nor more than five (5) Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the Board, provided, however, that the number of Directors shall always be an odd number. During Declarant control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Declarant appointed or elected, Director shall be a Unit Owner.

b. Election of Directors. The election of Directors shall be conducted in the following manner:

- i. Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- ii. Not less than sixty (60) days before a scheduled election, the Master Association shall mail or deliver, whether by separate mailing or included in another Master Association mailing or delivery, to each Unit Owner entitled to a vote, a first notice of the annual meeting and the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of directors shall give written notice to the Master Association not less than forty (40) days before a scheduled election. The Master Association shall then mail or deliver a second notice of the annual meeting and election at least fourteen (14) days and no more than thirty-four (34) days prior to the meeting, which notice must include an agenda, to all Unit Owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Master Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which may be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Master Association.
- iii. The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many directors as there are vacancies to be filled. The entire membership shall vote for all of the Directors. No Unit Owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid, except for a Unit Owner who needs assistance in voting due to blindness, disability, or inability to read or write.
- iv. There shall be no quorum requirement or minimum number of votes necessary for election of Board of Directors. However, at least twenty percent (20%) of the eligible voters must cast a ballot in order for the election to be valid.
- v. There are no nominating committees, no slates of directors, no nominations from the floor, and no write-in candidates permitted. Any unit owner who indicates an interest in running must be placed on the ballot. Election and balloting are not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the Board.

7. Vacancies and Removal.

- a. Except as to vacancies resulting from removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in directorships to which Directors were appointed by the Declarant shall be filled by the Declarant without the necessity of any meeting.
- b. Any Director elected by the members (other than the Declarant) may be removed by concurrence of a majority of the votes of all the voting interests at a special meeting of members called for that purpose, which meeting may be called by ten (10%) percent of the voting interests, giving notice of the meeting as required for a members' meeting and stating the purpose of the meeting, or by written agreement signed by a majority of the Owners of all Units.

- c. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment of the members' meeting to recall one or more board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days' any and all records and property of the Master Association in their possession, or shall proceed as set forth below.
- d. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Master Association by certified mail or by personal service in the manner authorized by Florida Statutes Chapter 48 and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Master Association in their possession, or proceed as described below.
- e. If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for non-binding arbitration pursuant to the procedures in Florida Statutes Sections 718.112(2)(j) and 718.1255. For the purposes of this Section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Master Association. Any member or members so recalled shall deliver to the Board any and all records of the Master Association in their possession within five (5) full business days of the effective date of the recall.
- f. If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Master Association.
- g. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary in these By-Laws. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled by members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the members at the meeting. If the recall occurred by agreement in writing or by written ballot, members may vote for replacement directors in the same instrument in accordance with procedural rules adopted by the Division.
- h. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Declarant of the Master Association, neither the first Directors of the Master Association, nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

- i. If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Master Association lies for the appointment of a receiver to manage the affairs of the Master Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Master Association and post in a conspicuous place on the Master Common Property, a notice describing the intended action and giving the Master Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Master Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Master Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors and shall serve until the Master Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.
8. Term. The Directors shall be divided into two (2) classes and hold office for a term of two (2) years. The initial Directors shall be elected so that the term of the first class expires at the annual meeting and the term of the second class expires one year later. At each annual election held after the classification and election of Directors, Directors shall be chosen for a full term of two (2) years. Directors shall hold office until their successors have been elected and have qualified, or until they are removed in the manner elsewhere provided.
9. Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and shall be noticed as provided in Section 10, or without further notice if so permitted by law.
10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Master Common Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Master Association, except in the event of an emergency. Unit Owners shall have the right to attend and the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board subject to rules adopted by the Division. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each Director present shall be recorded in the minutes.
11. Special Meetings.
 - a. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. For so long as the Declarant is in control of the Master Association, special meetings of the Directors may be called by the Declarant. Notice of the meeting shall be given personally or by mail, electronic transmission, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Master Common Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Master Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner

statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the minutes.

- b. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Master Common Property not less than fourteen (14) days prior to the meeting.
12. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by said Director of notice.
13. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
14. Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
15. Joinder in Meeting by Approval of Minutes.
 - a. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum or as a vote for or against the action taken at the meeting. A board member may attend a meeting by telephone conference, and in such event, his or her presence by telephone conference may be counted toward obtaining a quorum, and (s)he may vote by telephone.
 - b. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes.
16. Action Without a Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required to be taken at any regular or special meeting of the Board of Directors, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board. During Declarant control, however, no notice is required to take action without a meeting.
17. Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

18. Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- a. Roll Call of the Board members;
- b. Proof of due notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New Business;
- h. Adjournment.
- i. Such order may be waived in whole or in part by direction of the presiding officer.

19. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven (7) years.

20. Committees. The Board may by resolution create committees and appoint persons to such committees and vest in such committees such powers and responsibilities, as the Board shall deem advisable. Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Master Common Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

21. Proviso. Notwithstanding anything to the contrary contained herein, the Board shall consist of three (3) directors during the period that the Declarant is entitled to appoint a majority of the Directors to the Board. Declarant shall transition control of the Master Association in accordance with Section 720.307 of the Florida Statutes. The Declarant may turn over control of the Master Association to the Unit Owners other than the Declarant prior to such dates set forth in Section 720.307, Florida Statutes, in its sole discretion. Neither the Declarant nor its appointees shall be liable in any manner in connection with its resignations from the Board of Directors at the time of turnover even if the Unit Owners other than the Declarant refuse or fail to assume control.

22. Powers and Duties. The Board of Directors shall have the powers and duties granted to it by law, the Declaration, Chapter 720 of the Florida Statutes, Chapter 617 of the Florida Statutes, the Articles, and these By-Laws necessary for the administration of the affairs of the Master Association and may take all acts, through the proper officers of the Master Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- a. Operating and maintaining the Master Common Property.

- b. Determining the expenses required for the operation of the Master Association.
- c. Employing and dismissing the personnel necessary for the maintenance and operation of the Master Common Property.
- d. Adopting and amending rules and regulations concerning the details of the operation and use of the Master Property.
- e. Maintaining bank accounts on behalf of the Master Association and designating the signatory or signatories required therefor.
- f. Purchasing, leasing or otherwise acquiring property in the name of the Master Association or its designee.
- g. Purchasing Units at foreclosure or other judicial sales, in the name of the Master Association or its designee.
- h. Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Master Association or its designee.
- i. Organizing corporations and appointing persons to act as designees of the Master Association in acquiring title to or leasing Units or other property.
- j. Obtaining and reviewing insurance for the Master Property.
- k. Making repairs, additions and improvements to, or alterations of, the Master Property, and repairs to and restoration of the Master Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- l. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Master Association.
- m. Levying reasonable fines against appropriate Unit Owners for violations by the Unit Owner(s), their occupants, tenants, guests, licensee, or invitee of the Declaration, these By-Laws or the rules and regulations established by the Master Association. No fine shall exceed the highest amount permitted under Chapter 720, Florida Statutes (as it may be amended from time to time), however, a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall not exceed the aggregate maximum permitted under Chapter 720, Florida Statute. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee.
- n. Borrowing money on behalf of the Master Association when required in connection with the operation, care, upkeep and maintenance of the Master Property or the acquisition of property, and granting mortgages on and/or security interests in Master Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Master Association to exceed \$10,000.00; provided, however, the Master Association shall take no action authorized in this subparagraph without the prior written consent of the Declarant as long as the Declarant owns any Unit.

- o. Contracting for the management and maintenance of the Master Property and/or Condominium Property (as set forth in the Master Declaration) and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Master Association in carrying out its powers and duties.
- p. Acquiring and conveying Master Property for the purposes of providing utility easements, right-of-way expansion or other public purpose whether negotiated or as part of the eminent domain procedure which authority can be exercised by the Board of Directors without approval of the Unit Owners.
- q. Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- r. Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these By-Laws and in Chapter 720, Florida Statutes, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

23. Officers.

- a. Executive Officers. The initial executive officers of the Master Association shall be a President, a Vice-President, a Treasurer and a Secretary (all of whom shall be Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Master Association.
- b. President. The President shall be the chief executive officer of the Master Association. He shall have all of the powers and duties that are usually vested in the office of president of a Master Association.
- c. Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of a Master Association and as may be required by the Directors or the President.
- d. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Master Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of a Master Association and as may be required by the Directors or the President.
- e. Treasurer. The Treasurer shall have custody of all property of the Master Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Master Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall

perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Master Association in such depositories as may be designated by a majority of the Board of Directors.

- f. Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.
 - g. Declarant Appointees. No officer appointed by the Directors designated by the Declarant may be removed except as provided in Section 20 hereof and by law.
24. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Master Association, nor preclude contracting with a Director or officer for the management of the Master Association or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
25. Resignations. Any Director or officer may resign his post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Declarant) shall constitute a written resignation of such Director or officer.
26. Fiscal Management. The provisions for fiscal management of the Master Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- a. Budget.
 - i. Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Master Association (as provided for in the Declaration), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Master Association and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include items for which the deferred maintenance expense or replacement cost exceeds \$10,000.00 or other amount, as provided in Chapter 720.303(6) of the Florida Statutes, as amended from time to time. The amount of reserves shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Master Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Master Association have, by a majority vote of those present at a duly called meeting of the Master Association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the

reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of those Voting Members present at a duly called meeting of the Master Association.

- ii. Requirements. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:
 1. Notice of Meeting of the Master Association Common Expenses. A copy of the proposed budget of Master Association Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
 2. Notice of Meeting of the Marina Common Expenses. A copy of the proposed budget of Marina Common Expenses shall be mailed to each Unit Owner who has been assigned a Boat Slip not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
- b. Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least thirty (30) days prior to the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not adopted as required, Assessments shall be presumed to have been adopted in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by an amendment to the budget. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 25.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- c. Special Assessments. The specific purpose or purposes of any special Assessment, including emergency assessments that cannot be paid from the annual Assessment for Common Expenses, as determined by the Board of Directors, shall be set forth in a written notice of the Assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the time and in the manner that the Board may require in the notice of the Assessment. The funds collected under a special Assessment shall be used only for the specific purpose or purposes set forth in the notice. On completion of the specific purpose or purposes, however, any excess funds shall be considered Common Surplus.
- d. Late Assessments. Assessments not paid within ten (10) days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Master Association to levy a late charge against the defaulting Unit Owner, in such amount as the Board

may determine from time to time; provided, however, that such late charge shall not exceed the maximum amount allowed under Chapter 720, Florida Statutes, as it may be amended from time to time.

- e. Depository. The depository of the Master Association shall be such bank or banks or financial institution(s) in the State of Florida federally regulated and insured as shall be designated from time to time by the Directors and in which the monies of the Master Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Master Association from Assessments or contributions to working capital or otherwise shall be maintained separately for each Condominium, in the Master Association's name. Reserve and operating funds of the Master Association shall not be commingled. The Master Association shall maintain separate accounting records for the Master Association and for each Condominium operated by the Master Association. No manager or business entity required to be licensed or registered under Florida Statute 468.432, and no agent, employee, officer or director of the Master Association shall commingle Master Association funds with his, her, its or another Master Association's or entity's funds.
- f. Acceleration of Installments Upon Default. As an additional right and remedy of the Master Association, if a Unit Owner shall be in default in the payment of an installment of his Assessments after thirty (30) days' prior written notice to the applicable Unit Owners, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the budget year. The unpaid balance of the Assessments for the balance of the accelerated period shall be due and payable on the date the claim of lien is filed.
- g. Enforcement of Assessments. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Master Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by Chapter 720 of the Florida Statutes and in the Declaration and these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Master Association in the collection of sums due and enforcement of any lien held by the Master Association.
- h. Accounting Records and Reports.
 - i. The Master Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually.
 - ii. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.
 - iii. No later than 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days

after the end of the fiscal year, the Association shall, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Unit Owner.

- i. Application of Payment. All payments made by a Unit Owner shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
- j. Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

27. Roster of Unit Owners. Each Unit Owner shall file with the Master Association a copy of the recorded deed or other document showing his ownership. The Master Association shall maintain such information. The Master Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting. The Master Association shall also maintain the electronic mailing addresses and numbers designated by Unit Owners for receiving notice sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Master Association records when consent to receive notice by electronic transmission is revoked. However, the Master Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

28. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

- a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting of the membership at which a proposed amendment is to be considered.
- b. Adoption. A resolution for the adoption of a proposed amendment to these By-Laws may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Master Association. Any proposed amendment to these By-Laws must be made by ballot or by limited proxy, delivered to the Secretary of the Master Association at or prior to the meeting. The approval must be by the affirmative vote of 66-2/3% of those Unit Owners present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established.
- c. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Units without the consent of said Declarant and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- d. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall

be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Master Association with the formalities of a deed, or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Declarant. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with identification on the first page of the amendment of the Official Records Book and Page and Instrument Number of said Public Records where the Declaration is recorded.

29. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders and entities.
30. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
31. Official Records. From the inception of the Master Association, the Master Association shall maintain a copy of those records considered official records of the Association pursuant to Section 720.303(4) of the Florida Statutes. The official records of the Master Association shall be maintained within the State of Florida within 45 miles of the Association. The official records of the Master Association shall be open to inspection by any Master Association member or the authorized representative of such member at all reasonable times in accordance with reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying adopted by the Master Association. Inspections may only take place at the building in which the records are located and said records shall not be removed from said location. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Master Association member.

The foregoing was adopted as the By-Laws of Seaside Village Master Association, Inc., a corporation not for profit under the laws of the State of Florida, on the day of January 8, 2018.

Approved:

By: /s/ John Passalacqua, President
Print Name: John Passalacqua