

This instrument prepared by
Curtis D. Hamlin, Esquire
Porges, Hamlin, Knowles & Hawk, P.A.
Post Office Box 9320
Bradenton, Florida 34206
File No. 13165- 02

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
WATERFRONT AT MAIN STREET, A CONDOMINIUM
AND THE BYLAWS
OF
WATERFRONT OWNERS ASSOCIATION, INC.**


The undersigned officers of WATERFRONT OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, ("Association") being the entity responsible for the operation and maintenance of a residential community known as WATERFRONT AT MAIN STREET, a Condominium, in Manatee County, Florida, pursuant to the Declaration of Condominium of Waterfront at Main Street, a Condominium, recorded in Official Records Instrument #201741065185 in the Public Records of Manatee County, Florida ("Declaration"), as the Declaration may have been amended through the date hereof, hereby certify that the following Amendments to the Declaration were duly adopted at a meeting of the Members of the Association convened on September 21, 2021, at which a quorum had been attained, in the manner provided in Article 22, of the Declaration, by obtaining in excess of the requisite affirmative vote of not less than two thirds (2/3rds) of the Voting Interests of the Association present, in person or by proxy and that the Voting Interests approving such amendments constituted not less than sixty percent (60%) of the total Voting Interests of the Association, and further certify that the following Amendments to the to the Bylaws of the Association were adopted at the same meeting in the manner provided by Article 9 of the Bylaws by obtaining in excess of the requisite affirmative vote of not less than two thirds (2/3rds) of the Voting Interest of the Association present, in person or by proxy, and voting at the meeting. The undersigned further certify that the amendments were proposed and adopted in accordance with the Declaration, Articles of Incorporation, and Bylaws of the Association, and applicable law.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 1 day of ~~September~~ October, 2021.

Witnesses:




Print Name Carol Cofell



Print Name James Humes

WATERFRONT OWNERS
ASSOCIATION, INC., a not-for-profit
Florida corporation

By: 

William Mariotti, as its President

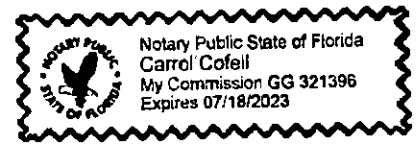
Witnesses: [Signature]
Print Name Herbert Ludlam
[Signature]
Print Name Thiz Rogu

Attest: [Signature]
Glenn Sosa, as its Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF MANATEE Sarasota

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 27 day of September, 2021 by William Mariotti, as President of WATERFRONT OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is his free act and deed. Who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.



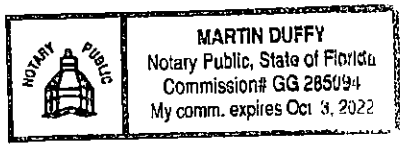
(Affix Notary seal)

[Signature]
Notary Public
Carrol Cofell
(Type or Print Notary Name Here)

Notary Commission Number
My commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 1 day of September, 2021 by Glenn Sosa, as Vice President of WATERFRONT OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is her free act and deed. Who is personally known to me or who has produced DL (type of identification) as identification and who did take an oath.



(Affix Notary seal)

[Signature]
Notary Public
Martin Duffy
(Type or Print Notary Name Here)
GG285094
Notary Commission Number
My commission expires:

**AMENDMENTS
to the
DECLARATION OF
CONDOMINIUM OF WATERFRONT AT MAINSTREET, A CONDOMINIUM
("Declaration")
and the
BYLAWS OF
WATERFRONT OWNERS ASSOCIATION, INC. ("Bylaws")**

[Additions are indicated by underline; deletions by strike through]

PROPOSED AMENDMENTS TO THE DECLARATION:

- I. Article XII, USE RESTRICTIONS, Sec. 12.3. Pets. shall be amended as follows:

12.3. Pets. It is expressly understood and agreed by all Owners, Tenants and Occupants, that the keeping of pets within the Condominium is a privilege, and not a right. No animals of any kind may be kept or maintained within the Condominium Property at any time, except as may be expressly provided herein. The Occupants of a Unit may keep two (2) household pets, of no more than forty (40) pounds each, unless the Board shall otherwise approve, based on a finding that such larger pet shall not pose an unreasonable annoyance based on such weight. Notwithstanding the foregoing allowable weight for pets and regardless of weight, the following dangerous breeds of dogs: Purebred or mix including Pit Bull, Doberman Pinscher, Rottweiler, German Shepherd, Akita, Chow, Presa Canario, Wolf, American Bulldog, Beauceron, Caucasian Mountain Dog, Great Dane, Keeshond, Stafford Terrier, may not be kept or maintained within the Condominium Property at any time. If the Association's general liability insurance policy contains a list of animals excluded from coverage that includes specific animals, other than as listed herein, then the Board shall be authorized to adopt a Rule specifying such animals excluded from coverage and, therefore, excluded under this Sec. 12.3 without the necessity of further amendment to this section of the Declaration. For the purposes of this Section, "household pets" means dogs, domestic cats and such other animals, if any, as may be expressly permitted by the Association. In addition to the household pets herein described, Occupants may keep tropical fish or caged household-type birds in reasonable numbers, so long as they do not become a source of unreasonable annoyance to other Occupants. Pets must be leashed, caged, or carried at all times while outside of the Unit. Each pet owner is responsible for cleaning up after his pet. The Board of Directors may order and enforce the removal of any pet which becomes a nuisance or an unreasonable source of annoyance to other Occupants of the Condominium. Without limiting the generality of what may constitute a nuisance or an unreasonable annoyance, the Board may order the removal of pets that behave in an aggressive or threatening manner, pets who bark, growl, hiss, howl, squawk, or otherwise emit loud or annoying sounds of such severity, duration, or frequency as to be deemed unreasonable by the Board, pets who damage or soil the Common Elements or Units of others, pets

whose owners fail to comply with the provisions of this Section 12.3, or pets that would otherwise be permissible, but which are kept, bred, or maintained for any commercial purpose. In no event shall there be at any time any reptile, rodent, poultry, amphibians, or swine permitted on the Condominium Property.

II. Article XII, USE RESTRICTIONS, Sec. 12.3. Pets. shall be amended as follows:

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12.3. Pets. It is expressly understood and agreed by all Owners, Tenants and Occupants, that the keeping of pets within the Condominium is a privilege, and not a right. No animals of any kind may be kept or maintained within the Condominium Property at any time, except as may be expressly provided herein. The Occupants of a Unit may keep two (2) household pets, of no more than forty (40) pounds each, unless the Board shall otherwise approve, based on a finding that such larger pet shall not pose an unreasonable annoyance based on such weight. The Board shall have the authority to impose a "Pet Fee" against any Owner desiring to keep a pet on the Condominium Property and such fee may, in the discretion of the Board, be adjusted at any time. For the purposes of this Section, "household pets" means dogs, domestic cats and such other animals, if any, as may be expressly permitted by the Association. In addition to the household pets herein described, Occupants may keep tropical fish or caged household-type birds in reasonable numbers, so long as they do not become a source of unreasonable annoyance to other Occupants. Pets must be leashed, caged, or carried at all times while outside of the Unit. Each pet owner is responsible for cleaning up after his pet. The Board of Directors may order and enforce the removal of any pet which becomes a nuisance or an unreasonable source of annoyance to other Occupants of the Condominium. Without limiting the generality of what may constitute a nuisance or an unreasonable annoyance, the Board may order the removal of pets that behave in an aggressive or threatening manner, pets who bark, growl, hiss, howl, squawk, or otherwise emit loud or annoying sounds of such severity, duration, or frequency as to be deemed unreasonable by the Board, pets who damage or soil the Common Elements or Units of others, pets whose owners fail to comply with the provisions of this Section 12.3, or pets that would otherwise be permissible, but which are kept, bred, or maintained for any commercial purpose. In no event shall there be at any time any reptile, rodent, poultry, amphibians, or swine permitted on the Condominium Property.

III. Article XII, USE RESTRICTIONS, Sec. 12.6. **Covered Parking Spaces.**, shall be amended as follows:

12.6. Covered Parking Spaces. The Covered Parking Spaces which are Limited Common Elements are intended for the sole purpose of parking Vehicles.

No Covered Parking Space shall be enclosed, in whole or part, or converted to any other use, other than for the storage of bicycles, power scooters/wheelchairs and similar items which the Association, by uniform Rules and Regulations governing the same, may allow to be stored in such Covered Parking Spaces, nor shall any Covered Parking Space be used as a workshop or for the repair of Vehicles, for the location of a dumpster or other trash collection facility, temporary sanitation facility, or as storage other than for the limited purposes referenced herein. Common Element parking spaces are not assigned, and are available on a first come, first serve basis, subject to the provisions of Section 9.16.

- IV. Article XII, USE RESTRICTIONS, Sec. 12.8. **Visual Clutter.** shall be amended as follows:

12.8. Visual Clutter. No garments, rugs, towels, or other materials may be hung from windows, railings, patios, balconies, or terraces, or be otherwise placed on or around the exterior of any building. No Owner may place or maintain any item or material in or upon any walkways, stairs or other Common Elements, except that the Association may, by uniform Rules and Regulations, authorize the placement of small potted plants near the front door of a Unit so long as such plants do not protrude into or block access and authorize grocery store style shopping carts owned by the Association to be placed adjacent to the Storage Lockers located on the ground level of each building. If the Association determines that authorizing such small plants is no longer in the best interest of the Condominium, the Association may prohibit same. Additionally, the Association may, by uniform Rules and Regulations, authorize the placement of limited "Holiday Decorations", during specified periods during the year, on the front doors of the Units.

- V. Article XII, USE RESTRICTIONS, shall be amended to add a new Sec. 12.17. No Smoking, which shall as follows:

12.17. No Smoking: Smoking or "vaping" of tobacco and legalized marijuana products or illegal substances is not permitted on the Common Elements or within the Limited Common Elements appurtenant to any Unit including, but not limited to, Terraces, patios, porches, courtyards, or balconies. If Owners choose to smoke or vape within their Units, all windows and doors to the Unit must remain closed while smoking or vaping occurs within the Unit so that second hand smoke is not released into the Common Elements or Limited Common Elements appurtenant to the Unit.

- VI. The existing Article 13. LEASING OF UNITS, Sec. 13.1. **Procedures.** is deleted in its entirety and replaced with a new Sec. 13.1. **Leasing Provisions.** which shall read as follows:

13.1. Leasing Provisions.

(1) General. In order to promote a congenial community atmosphere, protect the value of all Dwellings therein, and maintain a community of residents who are aware of their responsibilities under this Declaration and the By-Laws and thus enable the Association to accomplish its intended purposes, all leases of Units shall be subject to the requirements of the Board and other restrictions contained herein.

(2) Application. The Board shall have the authority to adopt and implement procedures for application and approval of the leasing of Units within the Condominium. Along with the application, the Owner shall be required to provide any application fee, security deposits, a copy of the proposed lease, and any other materials or information required by the Board. Application material shall be provided to the Association or its designee at least two (2) weeks prior to any proposed occupancy of a Unit by a tenant.

(3) Application Fee. The Board shall have the authority to impose an application fee up to the highest amount permitted by law. The amount of the application fee shall be determined by the Board. Application fees are non-refundable.

(4) Security Deposit. In order for an Owner to receive approval from the Board to lease a Unit, the Owner must be current and not in arrears to the Association for any dues, assessments, fines or any other costs due the Association. The Board shall require any Owner desiring to lease a Unit to provide a security deposit in an amount equal to one year's current Regular Assessments paid to the Association in advance of the tenant's occupancy of the unit. In the event the application is not approved, the security deposit shall be refunded to the Owner as long as Owner has no delinquent assessments, dues, charges, fines, or any other costs owed to the Association. If at any time during the term of any approved lease, the Owner becomes delinquent in payment of any dues, assessments, fines or any other costs due the Association, the Owner will receive written notice and have thirty (30) days from the posted mailing date of said notice to make payment in full of any delinquent balance. If payment in full is not received within this specified time, lien proceedings will be initiated. All costs incurred by the Association for these eviction and foreclosure or lien placed proceedings will become the responsibility of the Owner. Such deposited funds will be used to cover delinquent assessments, dues, charges, fines or any costs associated with any violation of the Association's restrictions or for any damage to Association property or common areas resulting from acts or omissions of the tenants or occupants of the unit during the term of any approved lease. The balance of the security deposit, if any, will be refunded to the Owner within thirty (30) days after the termination of the lease and upon written notice by the Owner to the Association that the lease has terminated and confirmation by the Association that the unit has been vacated by the tenant for which the security

deposit was made by the Owner. The Association shall not be required to pay interest on any security deposit received from any Owner.

(5) Association Restrictions. Every Owner leasing a Unit is required to provide complete copies of the Declaration and Rules and Regulations to all tenants and occupants of the Unit, ensure complete understanding of said Declarations and Association Rules and Regulations by all tenants and occupants of the Unit and obtain statements of understanding and dated signatures from all tenants and occupants of the to be leased Unit. These signed and dated statements of understanding of the Declaration and Association Rules and Regulations by all tenants and occupants of the Unit must be provided to the Board at the same time the request for approval to lease application, application fee and security deposit is submitted to the board. The Association shall not be responsible for any consequential damages or expenses incurred by the tenant or Owner in relation to any leasing Unit.

(6) Limitations. The provisions of this Article 13, Section 13.1 shall not apply to any Units owned by the Association. Except for any unit for which the Association is the Owner, each Owner is required to own and occupy the Unit for a period of two (2) years before being able to rent or lease said Unit and must be current on any and all dues, assessments, fines or any other cost due the Association and in compliance with all provisions of this Declaration. No time sharing or short-term leases are permitted nor is any attempt to create the same by lease or other action allowed. No Unit may be leased except in compliance with Sec. 13.2 with regard to the term of lease and frequency of leasing of Units. Subleasing of Units is expressly prohibited. Owners and tenants are prohibited from listing or advertising a dwelling, directly or through a third party, as being available for a short-term lease or rental agreement. Without limitation, this provision is intended to prohibit dwelling use, listings and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/leasing companies, applications and websites. All Owners of Units as of the date this amendment to Article 13, Section 13.1 is recorded in the Public Records of Manatee County, Florida shall not be subject to the two-year waiting period.

(7) Exceptions. Notwithstanding the foregoing, the restrictions contained herein shall not apply to leases of Units in which tenants are actively occupying the Unit at the time this amendment is recorded by the Association in the Public Records of Manatee County, Florida. However, all leases, tenancies or occupancy of any Unit commencing after the recording of this amendment shall be subject to all of the procedures and restrictions contained herein and lessor shall provide a security deposit equal of one-years dues paid to the association.

VII. The existing Article 13. LEASING OF UNITS, Sec. 13.2. Term of Lease and Frequency of Leasing, shall be amended to read as follows:

13.2. Term of Lease and Frequency of Leasing. The minimum Lease term is ~~three (3)~~ twelve (12) consecutive months. No subleasing or assignment of Lease rights by the Tenant is allowed. There may be no more than ~~three (3)~~ one (1) new Leases commenced during any calendar year. The extension of the term of an existing Lease with the same Tenant shall not be deemed a new Lease, but a Lease with a prior Tenant for a term commencing after the expiration of the term of the prior Lease shall be deemed a new Lease. Notwithstanding the limitations on the Lease terms, the Board may grant a waiver of any of the limits on Leases set out above, other than the ~~three (3)~~ twelve (12) month minimum term, if the Board finds that requiring strict compliance will result in a hardship on the Owner of the Unit, under circumstances in which the Owner has acted in good faith, but through no fault of the Owner the Tenant of a Lease has defaulted or abandoned the Unit during term and postponing or not allowing the entry into a new Lease may cause the Owner undue hardship, such as losing or limiting the opportunity to lease the Unit for aggregate periods consistent with the limitations above.

VIII. The existing Article 13. LEASING OF UNITS, shall be amended to add a new Sec. 13.7. **Rental Cap Provisions** which shall read as follows:

13.7. Rental Cap Provisions.

In addition to the Leasing Provisions set forth in Section 13.1, above, the leasing of Units within the Condominium shall be subject to the following additional restrictions:

(1) **General.** For the purpose of this subsection (c), the term "Lease" and "Rent" are used interchangeably and considered to have the same meaning. Ownership of Units within the Condominium solely for the purpose of an investment, or speculation and as a rental business is discouraged by the Association establishing and controlling a "ceiling" on the number of Units within the Condominium that may be leased at any point in time.

(2) **Rental Cap – Maximum Number of Rental Units.** Effective upon the date this Amendment is recorded in the Public Records of Manatee County, Florida, the maximum number of rental units at any given time for all Owners shall be ten percent (10%), i.e., seven (7) Units within the Condominium ("Rent Cap Amount"). Any Owner of a Unit as of the date this amendment to Article 13, Sec. 13.7 is recorded in the Public Records of Manatee County, Florida shall not be subject to the Rent Cap Amount. Any Owner whose Unit is leased as of the recording date of this Amendment shall be allowed to continue leasing activities under the Leasing Provisions, Article 13 Section 13.1, above, until the Unit is sold or conveyed to a new Owner and such rented Unit shall be counted towards the maximum number of Units that may be rented under the Rent Cap Amount. Any Owner engaged in leasing activity must, upon the sale or conveyance of said unit, notify any potential buyer or person taking title of the existence of the Rent

Cap Amount and the other restrictions upon leasing set forth in subsection (b), above.

(3) Rental Authorization. Before an Owner offers a Unit for rent, the Owner must apply for, and be granted, a "Rental Authorization" from the Board of Directors or its designee. If there is no Rental Authorization available at the time an Owner applies because the number of Units leased then exceeds the Rent Cap Amount, the Owner's application will be placed on a "first come, first served" waiting list. The waiting list will be continuously monitored and updated by the Board of Directors or its Designee. Any Owner of a Unit as of the date this amendment to Article 13, Sec. 13.7 is recorded in the Public Records of Manatee County, Florida shall be granted Rental Authorization even if the Rent Cap Amount has been met until such time the property is sold or conveyed to a new owner. Failure to adhere to these rules regarding rental of units, including the rental of a Unit without having first received a Rental Authorization, will result in the Owner forfeiting the right to rent the Owner's Unit for a period of five (5) years. This prohibition will survive any transfer of ownership and must be noted in the disclosure to a potential buyer.

PROPOSED AMENDMENTS TO THE BYLAWS:

- I. The title of the Bylaws and the first paragraph of Article I shall be amended to correct a misstatement of the name of the Association as follows:

**BYLAWS
OF
WATERFRONT AT MAIN OWNERS ASSOCIATION, INC.**

**ARTICLE 1
IDENTITY**

These are the Bylaws of Waterfront at Main Owners Association, Inc., (the "Association"), a Florida corporation not for profit organized for the purpose of operating that certain condominium in Manatee County, Florida, known as Waterfront at Main Street, a condominium (the "Condominium") pursuant to the Condominium Act.