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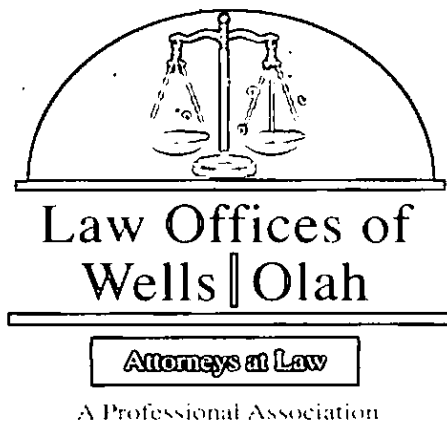
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SEP 25 PM 2:05
CLERK OF SUPERIOR COURT
ALABAMA

CC
Amended/Restated

SEP 25 2017
ALBRITTON

Condominium, Homeowner
and Cooperative Associations

Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Brett M. Sarason, Esq.

August 1, 2017

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
The Waterfront Master Association, Inc.

Dear Sir or Madam:

Please find enclosed Amendments to the Articles of Incorporation for the above-referenced corporation.

Enclosed is my firm check in the amount of \$43.75 for the filing fee and certified copy fee. Please return a certified copy to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES OF WELLS | OLAH, P.A.

Michael W. Cochran, Esq.
mcochran@kevinwellspa.com

MWC/enl
Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 31, 2017

LAW OFFICES OF WELLS/OLAH
% MICHAEL W. COCHRAN, ESQ.
1800 SECOND STREET - STE. 808
SARASOTA, FL 34236

SUBJECT: THE WATERFRONT MASTER ASSOCIATION, INC.
Ref. Number: N03000007758

We have received your document for THE WATERFRONT MASTER ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The document must state that there are no members or members entitled to vote.

The page submitted for the non profit manner of adoption is for a Profit corporation. Please see the enclosed form.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 017A00018086



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 22, 2017

LAW OFFICES OF WELLS/OLAH
% MICHAEL W. COCHRAN, ESQ.
1800 SECOND STREET - STE. 808
SARASOTA, FL 34236

SUBJECT: THE WATERFRONT MASTER ASSOCIATION, INC.
Ref. Number: N03000007758

We have received your document for THE WATERFRONT MASTER ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The document must state that there are no members or members entitled to vote.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 317A00017185

RECEIVED
17 AUG 31 PM 2:02
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 8, 2017

LAW OFFICES OF WELLS/OLAH
% MICHAEL W. COCHRAN, ESQ.
1800 SECOND STREET - STE. 808
SARASOTA, FL 34236

SUBJECT: THE WATERFRONT MASTER ASSOCIATION, INC.
Ref. Number: N03000007758

We have received your document for THE WATERFRONT MASTER ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 617A00016080

RECEIVED

17 AUG 21 PM 3:48

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)



CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED BYLAWS

THE WATERFRONT MASTER ASSOCIATION, INC.

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

DATED this 14th day of July, 2017.

Signed, sealed and delivered:
in the presence of:

THE WATERFRONT MASTER ASSOCIATION, INC.

Sign: Amanda Hawkins

By: Craig Costanzo
Craig Costanzo, President

Print: Amanda Hawkins

Sign: Colleen T. Grodz

Print: Colleen T. Grodz

Attest:

Sign: Amanda Hawkins

By: Andrew Pruitt
Andrew Pruitt, Secretary

Print: Amanda Hawkins

Sign: Colleen T. Grodz

(Corporate Seal)

Print: Colleen T. Grodz

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

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

FILED
2017 SEP 25 PM 2:09
TALLAHASSEE, FLORIDA

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

ARTICLE ONE
NAME

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

ARTICLE TWO
PRINCIPAL OFFICE

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

ARTICLE THREE
PURPOSE AND POWERS

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

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

EXHIBIT B

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

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

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

EXHIBIT B

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

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

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

EXHIBIT B

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

EXHIBIT B

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

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

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

**ARTICLE FOUR
EXISTENCE OF THE MASTER ASSOCIATION**

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

**ARTICLE FIVE
MEMBERSHIP AND VOTING RIGHTS**

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

ARTICLE SEVEN REGISTERED AGENT AND ADDRESS

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

ARTICLE EIGHT INCORPORATOR

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

ARTICLE NINE AMENDMENTS

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

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

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

**ARTICLE 10
CONFLICTS**

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

July 10, 2017

The date of each amendment(s) adoption: _____, if other than _____, date this document was signed.

July 25, 2017

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 9/20/17

Signature

Craig J Costanzo
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Craig Costanzo

(Typed or printed name of person signing)

President

(Title of person signing)