

To:

Page: 02 of 60

2024-03-19 13:46:04 EDT

Greenspoon Marder 954-337-0000

From: Rebecca Muzychka

3/19/24 1:00 PM

N24000003570

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H240001045573))



H240001045573ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : GREENSPOON MARDER, P.A.
Account Number : 076064003722
Phone : (888)491-1120
Fax Number : (954)333-2132

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: acazzani@aol.com

FLORIDA PROFIT/NON PROFIT CORPORATION

The Carriage House Marina Association, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	58
Estimated Charge	\$87.50

2024 MAR 19 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

H24000104557 3

ARTICLES OF INCORPORATION OF
THE CARRIAGE HOUSE MARINA ASSOCIATION, INC.

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

ARTICLE I
NAME:

The name of the corporation is The Carriage House Marina Association Inc., a Florida corporation not for profit, hereinafter referred to as the "Association", whose principal address is 5401 Collins Avenue, ATTN: Marina Association, Miami Beach, FL 33140, and whose mailing address is 13818 SW 152nd Street, Suite 256, Miami Florida 33177.

ARTICLE II
DEFINITIONS:

Unless contrary intent is apparent herein or in the Bylaws attached hereto, except the for the term "Association", terms used in these Articles of Incorporation ("Articles") shall have the same meaning as set forth in that certain Declaration of Condominium Establishing The Carriage House, a Condominium recorded at Official Records Book 14491, at Page 1475, of the public records of Miami-Dade County, Florida, as has been amended from time to time (the "Declaration").

ARTICLE III
PURPOSE AND POWERS:

This corporation is organized to establish an association of owners of one or more of the Sub-divided Units as set forth in the Declaration and to assume the rights of The Carriage House Condominium Association, Inc., a Florida not-for-profit corporation (the "Condominium Association") related to the operation and maintenance of Commercial Unit 13 and the Sub-divided Units therein pursuant to an Assignment of Rights and Assumption of Certain Obligations Agreement to be recorded in the Public Records of Miami-Dade County, Florida by and between the Condominium Association and the Association (the "Assignment").

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of a Member, Director, or officer. For the accomplishment of its purpose, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and consistent with these Articles, Declaration, Assignment and the Bylaws as any of such documents may from time to time be amended, having all of the powers and duties reasonably necessary to operate the Association pursuant thereto including, but not limited to the following:

ARTICLES OF INCORPORATION

1

55337409v5 78129.0001

H24000104557 3

H24000104557 3

Section 1. Cost of operating and conducting the business of the Association shall be subject to a budget proposed by the majority of the Board and approved by eighty-five percent (85%) of the total membership.

Section 2. To protect, maintain, repair, and operate Commercial Unit 13, the property managed by the Association.

Section 3. To purchase insurance for the protection of the Association, its Members' and the property managed by the Association. Subject to at least 2 proposals being put forward for Members to choose from and the proposal obtaining the highest number of Members' votes will be chosen; voting will be via email.

Section 4. To repair and reconstruct improvements after casualty, and to make further improvements of the property managed by the Association.

Section 5. To enforce the provisions solely of the Laws of the State of Florida. The Sovereignty Submerged Lands Lease (SSL Lease) Agreement, Miami-Dade County Marine Facilities Annual Operating Permit (MOP), the Assignment, these Articles, and the Bylaws.

Section 6. To contract for management and maintenance of the Association and property managed by the Association and to delegate any powers of the Association in connection therewith. Subject to at least 2 management company proposals being submitted for all Members to choose from and the proposal obtaining the highest number of member votes will be chosen; voting will be via email.

Section 7. To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of the Association. Except for attorneys, at least 2 proposals for each professional shall be presented to all Members to choose from and the proposal that obtains the highest number of Member votes will be chosen; voting will be via email.

Section 8. To borrow money as necessary to perform its functions hereunder only with the approval of the ninety (90%) of the total membership.

Section 9. To grant, modify or move any easement affecting the property managed by the Association only with the approval of one hundred percent (100%) of the total Membership.

Section 10. To negotiate, execute, amend and renew as necessary from time to time that certain Sovereignty Submerged Lands Lease as set forth in Section XXVI of the Declaration, affecting Commercial Unit 13 and the Sub-divided Units and the respective undivided interest appurtenant thereto.

Section 11. To negotiate, execute, amend and renew as necessary from time to time that certain Marine Facilities Annual Operating Permit as set forth in Miami-Dade County Ordinance 89-104 and Section 24-18 of the Code of Miami-Dade County affecting Commercial Unit 13 and the Sub-divided Units and the respective undivided interest appurtenant thereto.

Section 12. To enforce all assessment fees approved in the annual budget.

ARTICLES OF INCORPORATION

H24000104557 3

FILED
2024 MAR 19 10:27
CLERK OF DISTRICT COURT
STATE OF FLORIDA

H24000104557 3

Section 13. All funds acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of these Articles and the Bylaws.

ARTICLE IV MEMBERSHIP:

Every person or entity who is a recorded owner of a Sub-divided Unit (as defined in the Declaration) shall be a Member in the Association (each a "Member"). The forgoing is not intended to include persons or entities that hold an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Sub-divided Unit. Membership status will be obtained through ownership of a Sub-divided Unit.

The initial Members of the Association are executing these Articles thereby agreeing to be Members of the Association and subjecting their respective Sub-divided Units to the benefits and burdens set forth in these Articles and the Bylaws of the Association.

ARTICLE V VOTING RIGHTS:

Every person or entity who is a Member by reason of owning a Sub-divided Unit shall be entitled to cast one vote for each Sub-divided Unit that they own. In the case of any type of multiple ownership, only one vote is allowed for each Sub-divided Unit.

Membership rights, including voting, may be suspended by the Board of Directors if such Member fails to pay when due any assessment or charge lawfully imposed upon such Member for violating any of the Rules and Regulations. All Members are subject to all the above charges whether or not they have a vessel in their respective Sub-divided Units.

ARTICLE VI TERM:

The term of the Association shall be perpetual.

ARTICLE VII BYLAWS:

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VIII BOARD OF DIRECTORS AND OFFICERS:

Section 1. The affairs of the Association shall be administered by a Board of Directors ("Board of Directors" or "Board") consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors and no more than five (5) Directors.

ARTICLES OF INCORPORATION

3

55337409x5 78129.0001

H24000104557 3

H24000104557 3

The initial Directors shall be:

<u>Name:</u>	<u>Addresses:</u>
Rosy Cazzaniga	13818 SW 152 nd Street, Suite 256 Miami, Florida 33177
Ronald A. Rodorigo	13818 SW 152 nd Street, Suite 256 Miami, Florida 33177
Bircan Akcan	13818 SW 152 nd Street, Suite 256 Miami, Florida 33177
Alan McGrath	13818 SW 152 nd Street, Suite 256 Miami, Florida 33177
Bijan Parwaresch	13818 SW 152 nd Street, Suite 256 Miami, Florida 33177

Initial Directors Rosy Cazzaniga, Ronald A. Rodorigo and Bircan Akcan, shall serve an initial term of two (2) years. Initial Directors, Alan McGrath and Bijan Parwaresch, shall serve an initial term of one (1) year. At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

Section 2. Directors of the Association shall be elected by Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

Section 3. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the Annual Meeting of the Members of the Association, and they shall serve at the pleasure of the Board. The names of the officers who are to serve until the first election of the Board are as follows:

President:	Rosy Cazzaniga
Vice President:	Bircan Akcan
Secretary:	Ronald A. Rodorigo
Treasurer:	Alan McGrath
Director:	Bijan Parwaresch

ARTICLE IX DISSOLUTION:

The Association may be dissolved in the manner provided in Chapter 617 Florida Statutes.

H24000104557 3

H24000104557 3

ARTICLE X AMENDMENTS:

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

Section 1. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition to the Board, signed by at least twenty-five percent (25%) of the voting interest of the Association.

Section 2. Procedure. Upon any amendment to these Articles being proposed by said Board or the voting interest, such amendment shall be submitted to a vote of the membership not later than the next annual meeting for which proper notice must be given.

Section 3. Vote required. Except as provided by Florida Law, the amendment shall be adapted if approved by a affirmative vote of one hundred percent (100%) of the total membership of the Association, cast in person or by proxy at a duly held membership meeting according to the By-Laws.

Section 4. Effective Date. An amendment shall become effective upon filing with the Florida Secretary of State.

Section 5. All amendments must be promptly recorded in the public records of Miami-Dade County, Florida.

ARTICLE XI INDEMNIFICATION:

Section 1. Indemnity. The Association shall indemnify an officer, Director or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against all expenses (including attorney's fees and appellate attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless a court of competent jurisdiction finally determines after all appeals have been exhausted or not pursued by the proposed indemnities, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his 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, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonable believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida Law.

ARTICLES OF INCORPORATION

5

55337409v5 78129.0001

H24000104557 3

H24000104557 3

Section 2. Defense. To the extent that a Director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceedings referred to in Section (1) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actual and reasonably incurred by him in connection therewith.

Section 3. Advances. Expenses incurred in defending a civil suit or criminal action, suit or proceeding shall be paid by the 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 to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article XI.

Section 4. Miscellaneous. The indemnification provided by the Article XI shall not be deemed exclusive of any other right to which those seeking indemnification maybe entitled under any Bylaw, agreement, vote of members, 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 persons.

Section 5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member, employee, or agent of the Association, or 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 Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment at the time of such amendment.

ARTICLE XII REGISTERED OFFICE:

The street address of the initial registered office of the Association is 200 South Pine Island Road, Plantation, FL 33324 and the initial registered agent of the Association at that address shall be CT Corporation System.

ARTICLE XIII RECORDING:

These Articles shall be recorded in the public records of Miami-Dade County, Florida and shall be binding upon all Sub-divided Units described below the signature of each of the initial Members of the Association.

[Signatures of all initial Members on page(s) to follow]

ARTICLES OF INCORPORATION

6

55337409v5 78129.0001

H24000104557 3

H24000104557 3

IN WITNESS WHEREOF, the Incorporator does hereby execute these Articles of Incorporation this 14th day of March, 2024.

A handwritten signature in black ink, appearing to read 'Thomas F. Coyle, Jr.', is written over a horizontal line.

THOMAS F. COYLE, JR., Incorporator

H24000104557 3

H24000104557 3

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XII of these Articles of Incorporation, and acknowledges that they are familiar with and accept the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

CT CORPORATION SYSTEM

By: Kathryn A. Widdoes
Printed Name: Kathryn A. Widdoes
Title: Assistant Secretary

Dated: March 19, 2024

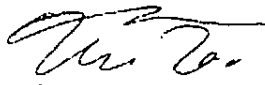
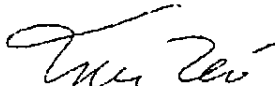
ARTICLES OF INCORPORATION

8

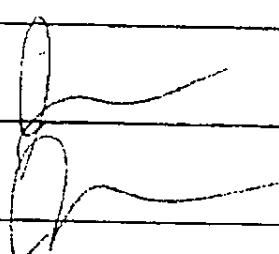
55337409v5 78129.0001

H24000104557 3

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

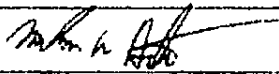
H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	<i>Luis Zabala</i>
MARIA L ZABALA TRS	5	<i>Maria Zabala</i>
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3


Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	<i>Ilene Mendlowitz IV/K/A Ilene Mendlowitz</i>
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

original
H24000104557 3

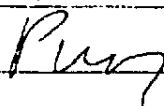
Slip #19

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	<i>Rosy Cazzaniga Alejandro Cazzaniga</i> <i>[Signature]</i>
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

Approved
Final
Version

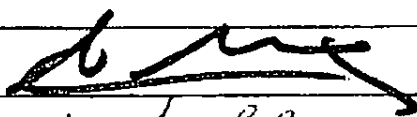
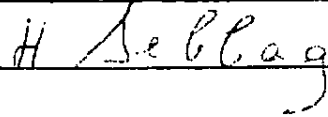
Dec. 6/2023

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

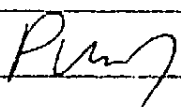
Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	<i>Carole F Hall</i>

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	<i>Carole F. Hall</i>
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

FILED
2024 MAR 19 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H24000104557 3

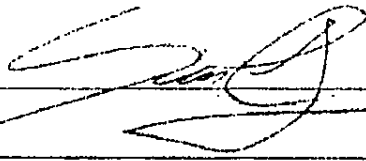
Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

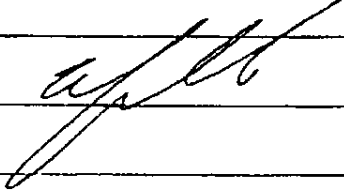
H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	<i>Mirtha Diaz</i>
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

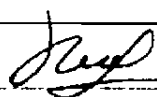
H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

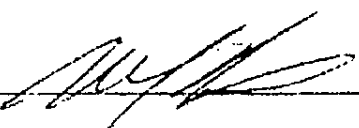
Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

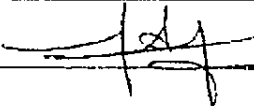
Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

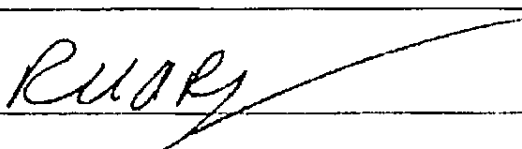
H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	<i>Ricardo Gonzalez</i> 10/26/23
RAQUEL GONZALEZ	23	<i>Raquel Gonzalez</i> 10/26/23

H24000104557 3

BYLAWS OF
THE CARRIAGE HOUSE MARINA ASSOCIATION, INC.

1. General. These are the Bylaws of The Carriage House Marina Association, Inc., a corporation not for profit organized under the laws of Florida for the purpose of managing, maintaining and operating Commercial Unit 13, the Sub-divided Units and related 1/22 undivided interest appurtenant thereto.

2. NAME AND LOCATION:

2.1 The name of this Association shall be The Carriage House Marina Association, Inc.

2.2 The principal office shall be the office of the Registered Agent of the Association.

2.3 Other offices for the transaction of business shall be located at such places as determined by the Board of Directors from time to time.

2.4 Definitions. Except for the term "Association", the definitions set forth in the Declaration shall apply to all terms used in these Bylaws.

3. MEMBERS OF THE ASSOCIATION, MEETINGS AND VOTING:

3.1 The Members of the Association shall be all persons who own a Sub-divided Unit as set forth in the Declaration.

3.2 Annual Meeting. The Annual Meeting of the Association shall be held in the month of January each year. Said meeting shall be held at such location and time as determined by the Board of Directors. At such meeting the Association's Members shall elect the Board of Directors who shall serve two year staggered terms. Notification of the meeting shall be in accordance with Florida Law and sent via email to the Members' email address provided by the Member to the Association.

3.3 Special Meetings. Any special meeting of the Association may be called by the President or in his or her absence the Vice President, or a majority of the Board, or by Association Members constituting twenty five percent (25%) of the membership. The time and place of the meeting shall be determined by the Board and notification will be in accordance with Florida Law and sent via email to the Members' email address provided by the Member to the Association.

3.4 Quorum. At any meeting of the membership a quorum consists of at least three-fourths (3/4) of the total membership either in person or by proxy. Any proxy shall be effective for only that meeting (or any adjournment thereof) or ninety (90) days following the date of such meeting. In no event may any proxy be valid for longer than ninety (90) days after the first date of the meeting for which it was given. Every proxy shall be revocable at any time by the Member executing the proxy.

BY-LAWS

I

55337409v5 78129.0001

H24000104557 3

H24000104557 3

3.5 Vote Required. When a quorum is present at any meeting of the Association either in person or by proxy, any question brought before the meeting will require an affirmative vote of not less than a majority of the quorum.

3.6 Recall. Directors of the Association may be recalled according to Florida Statutes Chapter 617.

3.7 Notice. All meetings of the Association Membership, Board of Directors, and Committees, if any, shall require notification as to time, place, and agenda of the meeting as required by Florida Statutes Chapter 617.

3.8 Minutes. Minutes of all meetings of the Association Members, Board, or committees shall be kept in a businesslike manner and they shall be kept available for inspection by any Member of the Association via e-mail in accordance with Florida Statutes Chapter 617.

3.9 Voting Interest. The Members of the Association are entitled to one vote per Sub-divided Unit. If a Sub-divided Unit is owned by more than one person, only one vote shall be cast for such Sub-divided Unit. If two or more owners of the Sub-divided Unit do not agree among themselves as to how the vote will be cast, that vote shall not be counted for any purpose.

3.10 Change of Membership. Upon transfer of ownership of a Sub-divided Unit and a recorded deed evidencing such transfer, a change of membership shall be established becoming effective immediately and the membership of the prior Member shall terminate automatically. New members shall be registered and provide phone number, e-mails, mailing address and a copy of the recorded Deed to the Association.

3.11 Approval or Disapproval of Matters. Whenever the decision of a Member is required upon any matter it shall be in writing.

3.12 Notice of Annual and Special Membership Meetings. Notice of the Annual or Special Meeting shall be sent via e-mail to each Member at least fourteen (14) days prior to such meeting.

3.13 Proxy Voting. To the extent lawful, any person entitled to attend and vote at membership meeting may establish his presence and cast his vote by proxy. Any proxy shall be valid for only the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for longer than ninety (90) days after the first date of the meeting for which it was given. Every proxy shall be revocable at the pleasure of the person granting the proxy. To be valid a proxy must be in writing, dated, signed by the person authorized to cast the vote, specify the time and place of the meeting for which it is given and the original shall be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

BY-LAWS

2

55337409v5 78129.0001

H24000104557 3

H24000104557 3

3.14 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by a vote of the majority of the voting interest present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Such notice must be set at least two (2) days prior to the continuance meeting. Any business which may have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present in person or by proxy.

3.15 Order of Business. The order of business at Members' meetings shall be substantially as follows.

- A. Call of the role to determine a quorum.
- B. Reading or disposal of minutes of the last membership meeting.
- C. Report of Officers.
- D. Report of Committees.
- E. Unfinished Business.
- F. New Business.
- G. Election of Directors
- H. Adjournment.

3.16 Minutes. Minutes of all meetings of Members and the Board of Directors shall be kept in a business like manner and available for inspection via e-mail by Members or their authorized representatives at reasonable times for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.17 Parliamentary Rules. Robert's Rules of Order shall guide the conduct of the Association's meetings when not in conflict with the Law or these Bylaws. The presiding officer may appoint a parliamentarian. Any point of order not raised at a meeting to which it relates shall be deemed waived.

3.18 Action by Members without a Meeting. Any action required to be taken at a membership meeting may be taken by mail or e-mail without a meeting if written consent, setting forth the action to be taken, are signed by Members having not less than the minimum number of votes that would be required necessary to take such action at a meeting. Action by Members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Law.

4. ADMINISTRATION OF THE CARRIAGE HOUSE MARINA ASSOCIATION AND BOARD OF DIRECTORS:

4.1 Board of Directors. The administration of the Association and the property which it manages shall be by the Board of Directors. All officers and directors shall have a fiduciary relationship to the Association and its Members. The officers and directors shall

H24000104557 3

H24000104557 3

have the same power, authority, and responsibilities as are vested in the officers and directors of a corporation not for profit under the Laws of the State of Florida. Officers, directors, and committee persons shall be as defined by the Association.

4.2 Number and Terms of Service. The number of Directors shall be no less than three (3) and no more than five (5). Except for some initial Directors, all Directors shall be elected for two (2) year terms that shall be staggered as set forth in the Articles.

4.3 Qualifications. Directors must be Members of the Association or the spouse of a Member. If the Sub-divided Unit is owned by a corporation an officer may qualify. If the Sub-divided Unit is owned by a partnership a partner is eligible. If the Sub-divided Unit is owned by a trust then the trustee, grantor or beneficiary is eligible. If the Sub-divided Unit is owned by a limited liability company, a manager or member is eligible. Directors cannot owe money to the Association. All candidate Directors shall have a background check with no criminal history and a current credit report check in good standing with no bankruptcy history to be eligible to be in the Association as directors or officers. These records shall be accessible to all members via email upon request.

4.4 Nominations and Elections. On the day of each Annual Meeting the membership shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all Members by first class mail or e-mail at least sixty (60) days in advance. Any person eligible who wishes to be a Director shall notify the Association in writing by mail or e-mail at least forty (40) days before the election. Notice shall be deemed effective when received by the Association. Any person wishing to qualify may include with the same notification a separate sheet no larger than 8 1/2 inches by 11 inches which describes the candidate's background, education, and any other information the candidate deems relevant. The Association shall mail first class or e-mail a second notice with the candidate's information sheet and a ballot listing all candidates in alphabetical order by surname at least fourteen (14) days in advance of the election. However, if the number of candidates does not exceed the number of vacancies then no election shall be required. Directors shall be elected by plurality of the votes cast. In the election of Directors there shall be one vote per Sub-divided Unit.

4.5 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors shall choose a successor to fill the vacancy for the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the membership shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place at the time of the Annual Meeting

4.6 Organizational Meeting. The organizational meeting of the Board shall take place within ten (10) days after the election or may take place immediately following the election.

4.7 Board Meetings. Meetings of the Board may be held at such time and place in Miami-Dade County, Florida, as shall be determined by the President or a majority of

H24000104557 3

H24000104557 3

Directors. Notice of meetings shall be given to each Director personally by telephone and e-mail electronic transmission at least two (2) days prior to the day for such meeting.

4.8 Notices to Members. All meetings of the Board of Directors are open to all Members and notice of all Board meetings, including the agenda, shall be emailed to all Members at least forty-eight (48) hours in advance of the Board meeting, except in an emergency. Any item not on the agenda may be taken up on an emergency basis by a majority of the Directors. All Members have the right to attend Board meetings and to speak on items on the agenda. The presiding officer shall determine the time and manner of Members to speak.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person or conference call where all persons can hear and speak to all other persons. Participation by such means shall be equivalent to being present in person at a meeting. Directors may not vote by proxy at Board meetings.

4.10 Vote Required. The acts approved by a majority of Directors present and voting at a meeting at which a quorum exist shall constitute the acts of the Board of Directors. Directors shall be deemed to have voted in favor of an action unless he or she voted against such action or abstained from voting because of a conflict of interest which must be stated. The vote of each Director shall be recorded in the minutes of the meeting.

4.11 Adjourned meetings. The majority of the Directors present whether or not there is a quorum may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided there is a quorum, any business may be transacted that might have been transacted at the meeting as originally called.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice President, shall be the presiding officer at all meeting of the Board of Directors and membership. If neither is present, the presiding officer shall be selected by a majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive any compensation for their services. They may be reimbursed for actual and proper out of pocket expenses related to the proper discharge of their duties and shall submit proper receipts for same. All original receipts specifying each item shall be available to all members to view along with monthly bank account statements via e-mail.

4.14 Committees. The Board of Directors may appoint from time to time such committees as the Board deemed necessary for the efficient operation of the Association. Any member who wishes to be part of the committee shall notify the board in writing by e-mail. All committee meetings shall be noticed in the same manner as meetings of the Board of Directors. Minutes shall be taken and retained in the official records of the Association.

5. OFFICERS:

BY-LAWS

5

55337409v5 78129.0001

H24000104557 3

H24000104557 3

5.1 Officers and Elections. The executive officers of the Association shall be the President, Vice-President, Secretary and Treasurer. The President must be a Director and elected annually by the Board of Directors. Any officers may be changed with or without cause by a vote of a majority of all Directors at any meeting. Any director can be removed with or without cause by 75% vote of the total membership of the Association.

5.2 President. The President shall be the chief executive officer of the Association, shall preside at all meetings of Members and Directors and shall be an ex-officio of all committees.

5.3 Vice-President. The Vice- President shall in the absence or disability of the President perform all duties of the President.

5.4 Secretary. The Secretary shall attend all meetings of the membership and the Board of Directors and shall cause all votes and minutes of all proceedings to be recorded and kept in the official records of the Association, these official records shall be available for all members, directors and officers to view and receive via email at any time upon request.

5.5 Treasurer. The Treasurer shall be responsible for Association's funds and securities, and overseeing the accounts of the Association as may be maintained by a management company of the Association. He or she shall render to the Directors at meetings of the Board an accounting of the monthly finances of the Association. Any Member, director and officer shall be able to view via email the monthly bank account statement and financial reports along with original expense receipts at any time requested.

6. FISCAL MATTERS:

6.1 Depository. The Association shall maintain its funds in an insured financial institutions authorized to do business in the State of Florida. Withdrawal of such monies shall be by such persons as are authorized by the Board, withdrawals shall be authorized by two (2) directors' signatures. The Board may invest Association funds in interest bearing accounts as savings account.

6.2 Budget. The Board of Directors shall propose a budget of common expenses for the property managed by the Association for each fiscal year. A copy of the proposed budget and a notice stating the time and place of the meeting of the Board at which the budget will be approved by eighty-five percent (85%) of the total membership shall be mailed or e-mailed to each Member fourteen (14) days prior to that meeting. The proposed budget shall be detailed and show the amounts budgeted by income and expense classification.

6.3 Assessments. Regular annual assessments based on the adopted budget shall be paid quarterly in advance. Failure to send or receive notice of assessments shall not excuse the obligation to pay. Any assessment not paid by ten (10) days from the date due shall have a late fee applied to the maximum allowed by law and interest of the maximum allowed by law from the date due. If any assessment is not paid by the tenth (10) day from

BY-LAWS

H24000104557 3

H24000104557 3

due, a letter shall be sent via e-mail advising the Member as to his overdue account and the penalties applied. Should the assessment not be paid by thirty (30) days from originally due, the account with late fee and interest shall be referred to the Association's attorney for collection to include all attorney's fees. A letter shall be sent advising the Member of the action taken. It is the responsibility of all Members to keep the Secretary advised of a current mailing address, e-mail address and phone number. If payments are not received by the second quarter after the attorney's letter and if payments are overdue for more than six (6) months, the Board has the right to line the Sub-divided Unit for non-payment and foreclose such lien(s) to recover the money.

6.4 Special Assessments. Special Assessments may be proposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses and shall be approved by eighty-five percent (85%) of the total membership of the associations. Special assessments are due on the date specified in the resolution of the memberships approving such assessment. Written notice of any Board meeting at which a non-emergency special assessment will be considered must be mailed or e-mailed electronically transmitted to all Members at least fourteen (14) days prior to the meeting and the notice shall state the purpose of the special assessment and the funds collected must be spent for that stated purpose. Any funds remaining shall be returned to the Members. Special assessments not received by ten (10) days from the date due shall be handled as in Section 6.5 above.

6.5 Fiscal year. The fiscal year of the Association shall be from January 1st through December 31st.

6.6 Financial Statement. The membership, by a majority vote, may waive the requirement for a CPA year end compilation.

7. RULES AND REGULATIONS: Which shall be based solely on the provisions of the Sovereignty Submerged Lands Lease Agreement from the State of Florida and the Marine Facilities Annually Operating Permit (MOP) from Miami-Dade County. Copies of the Rules and Regulations shall be distributed to each Member via e-mail. Rules and regulations need not be recorded in the Public Records of Miami-Dade County, Florida.

8. COMPLIANCE AND DEFAULTS: REMEDIES:

8.1 Fines; Liens and Foreclosure. The Board may impose fines (if allowed by law) against Members who commit violations of the Articles, these Bylaws and the Rules and Regulations reported by Miami-Dade County and State inspectors and /or fail to pay assessments or other amounts due and owing. Fines shall be assessed at the rate of \$100 per day, or the maximum allowed by law, to a maximum of \$1000, or the maximum allowed by law.

- a. The Board will apply a violation notice to the Member involved in the violation and attempt to contact the Member by phone and e-mail. If the violation is not corrected within ten (10) days from the date of notice of

BY-LAWS

7

55337409v5 78129.0001

H24000104557 3

H24000104557 3

the violation, the fines in Section 8.1 above may apply and the Board has the right to lien any Sub-divided Unit for non-payment and foreclose such lien(s).

If a violation is a threat to health and safety or a disturbance with evidence of pictures and photos, the violation must be corrected immediately upon notification in writing via e-mail and phone calls. If such violation is not corrected within seventy-two (72) hours of notification a fine of \$100 per day, or the maximum allowed by law, to a maximum of \$1000, or the maximum allowed by law, may be applied for each day of noncompliance.

If a vessel sinks, propose a threat to health or safety, if possible, slip owner should be notified first by phone and if there is no response after first attempt, the Association may have the vessel salvaged, towed and stored offsite. The boat owner and/or person who owns the Sub-divided Unit agrees to hold the Association harmless for any damages and is responsible for all cost of salvage, towing and storage. If possible, the Association will attempt to contact the vessel owner's marine tow boat insurance first before any other agency. Prior to occupying the slip, all boat owners and members shall be required to provide the Association with a copy of the vessel's current proof of marine and tow boat insurance, along with the declaration page as well as the vessel registration. It is the responsibility of the boat owner and members to provide updated documents to the Association, failure to provide such updated documents will result in 8.1(a) Fines.

- b. RIGHT TO CURE: The party against whom the fine or suspension is imposed shall be afforded an opportunity for a hearing before a committee consisting of other Members other than Directors after a notice of not less than fourteen (14) days e-mailed, previously supplied to the Board by the Member and the notice shall contain:
 - 1) A statement of the date, time and place of the hearing.
 - 2) A statement of the portion of the Articles, Bylaws, or Rules and Regulations violated.
 - 3) A statement of matters asserted by the Association.
 - 4) The amount of the proposed fine or description of suspension to be imposed.
- c. The person against whom the fine has been imposed shall have a reasonable opportunity to respond within ten (10) days, to present evidence, and to provide written and oral argument on all issues involved and has the opportunity to respond to any material considered by the Association. The Member shall be the party ultimately responsible for paying the fine regardless of whether the fine relates to conduct by the Member, his or her family, guests or tenants.

H24000104557 3

H24000104557 3

- d. Fines without Hearings. The forgoing notwithstanding, as allowed by law, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension for failure of a Member to pay assessments or other charges due.

8.2 Mandatory Non-Binding Arbitration. In the event of a dispute between a Member and the Association, the parties must submit to mandatory non-binding arbitration prior to filing of a suit. Nothing herein shall be constructed to require arbitration of disputes related to the levy of assessments, fines, or other fees.

8.3 Availability of Remedies. Each Member, for himself or herself, his or her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a business basis, to collect those monies due it and to preserve the majority's right to enjoy the property managed by the Association free from unreasonable restraint and annoyance.

9. AMENDMENTS OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to the Bylaws may be proposed by a majority of the Board of Directors or by a written and signed petition of a least twenty-five percent (25%) of the Membership.

9.2 Upon any amendment or amendments to these Bylaws being proposed, they shall be submitted to vote of the Members no later than the next Annual Meeting for which proper notice has been posted.

9.3 Vote Required. A proposed amendment or amendments to these Bylaws shall be adopted if there is an affirmative vote by one hundred percent (100%) of the total membership of the Association voting in person or by proxy at a duly held meeting, an annual or special meeting called for that purpose with proper notice having been given. Amendments may also be adopted by an affirmative written consent one hundred percent (100%) of the total Membership.

9.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be in the form required by law and shall be executed by the President or Vice-President. The amendment shall be effective when adopted in accordance with these By-Laws and may, but is not required to be, recorded in the Public Records of Miami-Dade County, Florida.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of pronouns used in these Bylaws it shall be constructed to mean the masculine, feminine, neuter, singular or plural as the context requires.

BY-LAWS

9

55337409\578129.0001

H24000104557 3

H24000104557 3

10.2 Severability. Should any portion herein be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist or herein after arise with respect to the interpretation of these Bylaws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail over the provisions of the Bylaws.

10.4 The Board of Directors may hire such licensed management company or companies as they deem necessary from time to time. Subject to at least 2 management company proposals being submitted for all Members to choose from and the proposal obtaining the highest number of member votes will be chosen; voting will be via email.

10.5 The Association shall maintain a roster of all Members containing such information as the Board feels necessary to include but not limited to the Member's name, mailing address, e-mail address, phone number, Sub-divided Unit ownership and assessment status, and any other records necessary and prudent for good business practices. It is the responsibility of all Members of the Association to keep the Secretary informed as to current contact information. Failure to do so by the Members shall not constitute a valid reason for late payment of assessments, notification of violations of the rules and regulations, fines or payment of fines or any other business which may necessitate contact with the Member.

These initial Bylaws of the Association are approved by all initial Members of the Association.

[Signatures of all initial Members on page(s) to follow]

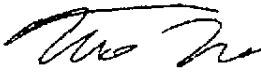

BY-LAWS

10

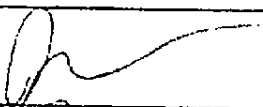

55337409x5 78129.0001

H24000104557 3

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

H24000104557 3

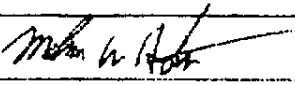
Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	<i>Luis Zabala</i>
MARIA L ZABALA TRS	5	<i>Maria Zabala</i>
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	<i>Ilene Mendlowitz M/K/A Ilene Halperin</i>
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	


H24000104557 3

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

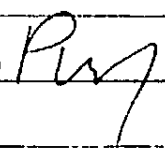
original
H24000104557 3

Slip # 9
hand delivery
by Rosy Cazzaniga

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	Rosy Cazzaniga Alejandro Cazzaniga
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

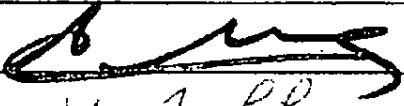
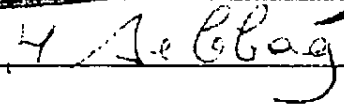
approved
Final
Version
Dec. 6/2023

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

H24000104557 3

H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	

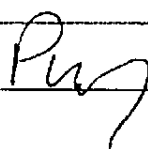
H24000104557 3

Name of Slip Owner	Slip Number	Signature
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	1	
MIAMI WATERFRONT CARRIAGE HOUSE MARINA LLC (MARCOS MORJAN)	2	
MB MARINA ACQUISITIONS LLC of Delaware	3	
MB MARINA ACQUISITIONS LLC of Delaware	4	
LUIS J ZABALA TRS	5	
MARIA L ZABALA TRS	5	
ILENE MENDLOWITZ	6	
MICHAEL HUTMAN	7	
DOUGLAS GRANT FRAZER	8	
ALEJANDRO AND ROSY CAZZANIGA TRUST	9	
BIJAN PARWARESCH	10	
DAVID SEBBAG	11	
HADASSAH SEBBAG	11	
CAROLE F HALL	12	<i>Carole F Hall</i>

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	<i>Carole F. Hall</i>
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

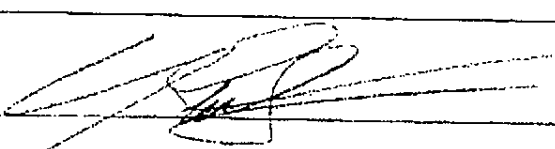
Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

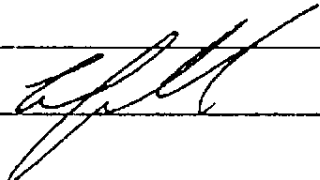
H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	<i>Mirtha Diaz</i>
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	


H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODRIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3


Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

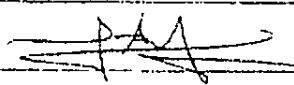
Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

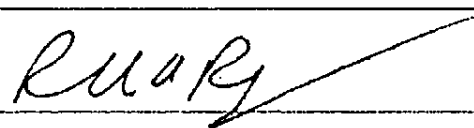
H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	
RAQUEL GONZALEZ	23	

H24000104557 3

Name of Slip Owner	Slip Number	Signature
CAROLE F. HALL	14	
BIJAN PARWARESCH	15	
PEDRO B DIAZ	16	
MIRTHA DIAZ	16	
STAR BROS INVESTMENTS LLC	17	
ALAN MCGRATH	18	
MARIA GOMEZ	19	
GABLES RENTAL II LLC	20	
PARTY COAST LLC	21	
RONALD A RODORIGO TRS	22	
RICARDO GONZALEZ	23	<i>Ricardo Gonzalez</i> 10/26/23
RAQUEL GONZALEZ	23	<i>Raque Gonzalez</i> 10/26/23