

**This Instrument Prepared by and after recording return to:**

Mark F. Grant, Esq.  
Greenspoon Marder, P.A.  
200 East Broward Blvd., Suite 1800 Fort  
Lauderdale, FL 33301 (954) 527-2404

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
EASTWAY HARBOR**

## TABLE OF CONTENTS

ARTICLE I DEFINITIONS .....	3
Section 1. AMENDMENT(S).....	3
Section 2. ARTICLES.....	3
Section 3. ASSESSMENTS .....	3
Section 4. BOARD .....	3
Section 5. BYLAWS .....	3
Section 6. CONDOMINIUM .....	3
Section 7. CONDOMINIUM ASSOCIATION.....	3
Section 8. CONDOMINIUM DECLARATION.....	3
Section 9. COUNTY .....	3
Section 10. DIRECTOR.....	3
Section 11. EASTWAY HARBOR.....	4
Section 12. EASTWAY HARBOR DOCUMENTS .....	4
Section 13. "HARBOR".....	4
Section 14. INSTITUTIONAL MORTGAGE.....	4
Section 15. INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER.....	4
Section 16. INTEREST .....	4
Section 17. LEGAL FEES .....	4
Section 18. MASTER ASSOCIATION .....	4
Section 19. MASTER ASSOCIATION PROPERTY.....	4
Section 20. MASTER DECLARATION .....	5
Section 21. MEMBER.....	5
Section 22. MEMBERS .....	5
Section 23. NOTICE AND HEARING.....	5
Section 24. OPERATING EXPENSES.....	5
Section 25. OWNER .....	5
Section 26. UNIT .....	6
ARTICLE II DESCRIPTION OF MASTER ASSOCIATION PROPERTY .....	6
Section 1. MASTER ASSOCIATION PROPERTY.....	6
Section 2. DESCRIPTION OF MASTER ASSOCIATION PROPERTY.....	6
Section 3. RIGHT TO ADD ADDITIONAL IMPROVEMENTS .....	7
Section 4. COSTS .....	7
Section 5. PRIVATE USE .....	7
ARTICLE III OWNER'S PROPERTY RIGHTS .....	8
Section 1. OWNERS' EASEMENTS OF ENJOYMENT .....	8
Section 2. DELEGATION OF USE.....	9
Section 3. RECOGNITION OF EASEMENTS .....	9
Section 4. GRANT AND RESERVATION OF EASEMENTS .....	9
Section 5. ASSIGNMENTS; ADDITIONAL EASEMENTS.....	10
ARTICLE V MEMBERSHIP AND VOTING RIGHTS .....	10
Section 1. MEMBERSHIP REQUIREMENT .....	10
Section 2. CLASSES OF MEMBERSHIP AND VOTING RIGHTS .....	10
Section 3. RIGHTS OF MASTER ASSOCIATION.....	11
Section 4. DELEGATION OF USE RIGHTS IN MASTER ASSOCIATION PROPERTY .....	11
Section 5. RIGHTS OF ACCESS AND PARKING .....	12
Section 6. POWERS OF THE MASTER ASSOCIATION WITH RESPECT TO CONDOMINIUM ASSOCIATIONS .....	12
ARTICLE VI COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; CERTAIN RIGHTS OF INSTITUTIONAL MORTGAGEES	12
Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS .....	12
Section 2. ESTABLISHMENT OF LIENS.....	13
Section 3. COLLECTION OF ASSESSMENTS .....	14

Section 4. RIGHTS OF INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT .....	15
--	----

ARTICLE VII METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS .....	15
Section 1. DETERMINING AMOUNT OF ASSESSMENTS .....	15
Section 2. ASSESSMENT PAYMENTS .....	16
Section 3. SPECIAL ASSESSMENTS .....	16
Section 4. COLLECTION OF ASSESSMENTS .....	16
Section 5. LIABILITY OF OWNERS FOR ASSESSMENTS .....	16
Section 6. WAIVER OF USE .....	16

ARTICLE VIII MAINTENANCE AND REPAIR OBLIGATIONS .....	17
Section 1. BY THE MASTER ASSOCIATION .....	17

ARTICLE IX USE RESTRICTIONS .....	19
Section 1. ENFORCEMENT .....	19
Section 2. SINGLE-FAMILY USE .....	20
Section 3. UNITS OWNED BY ENTITIES OR UNRELATED PERSONS .....	20
Section 4. NUISANCES .....	20
Section 5. NO IMPROPER USE .....	21
Section 6. INCREASE IN INSURANCE RATES .....	21
Section 7. TRASH AND OTHER MATERIALS .....	22
Section 8. EASTWAY HARBOR WATERWAY .....	22

ARTICLE X DAMAGE OR DESTRUCTION TO MASTER ASSOCIATION PROPERTY .....	23
--	----

ARTICLE XII INSURANCE AND CONDEMNATION .....	24
Section 1. CASUALTY INSURANCE .....	24
Section 2. PUBLIC LIABILITY INSURANCE .....	24
Section 3. FIDELITY COVERAGE .....	24
Section 4. DIRECTORS' COVERAGE .....	24
Section 5. OTHER INSURANCE .....	24
Section 6. CANCELLATION OR MODIFICATION .....	25
Section 7. FLOOD INSURANCE .....	25
Section 8. CONDEMNATION .....	25
Section 9. WAIVER OF SUBROGATION .....	25


ARTICLE XII GENERAL PROVISIONS .....	25
Section 1. CONFLICT WITH OTHER EASTWAY HARBOR DOCUMENTS .....	25
Section 2. NOTICES .....	26
Section 3. ENFORCEMENT .....	26
Section 4. INTERPRETATION .....	26
Section 5. SEVERABILITY .....	26
Section 6. DISPUTES AS TO USE .....	27
Section 7. AMENDMENT AND MODIFICATION .....	27
Section 8. DELEGATION .....	27
Section 9. TERM .....	28
Section 10. RIGHTS OF MORTGAGEES .....	28
Section 11. COMPLIANCE WITH PROVISIONS .....	29
Section 12. SECURITY .....	29
Section 13. COVENANT RUNNING WITH THE LAND .....	30
Section 14. NO PUBLIC RIGHT OR DEDICATION .....	30

**SCHEDULE OF EXHIBITS**

- A.** Settlement Agreement
- B.** Amended and Restated Articles of Incorporation
- C.** Bylaws
- D.** Legal Description of the Property
- E.** Common Use Agreement
- F.** Harbor Rules and Regulations
- G.** Shared Use and Maintenance Agreement

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR EASTWAY HARBOR**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EASTWAY HARBOR ("Master Declaration") is made as of the day of 6<sup>th</sup>, ~~2017~~, by ILLINOIS APARTMENTS, INC., a Florida corporation not for profit, MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, MICHIGAN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, NEW YORK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, (each a "Condominium Association" and collectively, the "Condominium Associations").

*6<sup>th</sup> Day of  
September, 2017*  


WHEREAS, the Condominium Associations entered into a Joint Settlement Agreement to settle Case No. 12-14963 CACE (25) which was pending in the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida (the "Settlement Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to the Settlement Agreement the Condominium Associations agreed to enter into a "Master Declaration;" and

WHEREAS, the Settlement Agreement settled a class action lawsuit in which all "Owners" (as hereinafter defined) were members of the class, all Owners and their respective Units are bound by and subject to this Master Declaration; and

WHEREAS, the Condominium Associations are in agreement that this Master Declaration shall be the Master Declaration contemplated by the Settlement Agreement; and

WHEREAS, the Condominium Associations desire that Eastway Harbor be maintained as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the property described as the Master Association Property and certain of the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to Eastway Harbor Master Association, Inc. (the "Master Association") certain powers and duties of administration, operation, maintenance and enforcement; and

WHEREAS, the Master Association is joining in this Master Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Condominium Associations hereby declare that the Master Association Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Master Association Property and any part thereof and which shall be binding upon all parties, including existing "Owners" (as hereinafter defined), having any right, title or interest in the Master Association Property or any part thereof, their heirs, successors and assigns.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR EASTWAY HARBOR**

*REC.*  
6<sup>th</sup> Day of September, 2017

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EASTWAY HARBOR ("Master Declaration") is made as of the day of 6<sup>th</sup>, ~~2017~~, by ILLINOIS APARTMENTS, INC., a Florida corporation not for profit, MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, MICHIGAN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, NEW YORK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, (each a "Condominium Association" and collectively, the "Condominium Associations").

WHEREAS, the Condominium Associations entered into a Joint Settlement Agreement to settle Case No. 12-14963 CACE (25) which was pending in the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida (the "Settlement Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to the Settlement Agreement the Condominium Associations agreed to enter into a "Master Declaration;" and

WHEREAS, the Settlement Agreement settled a class action lawsuit in which all "Owners" (as hereinafter defined) were members of the class, all Owners and their respective Units are bound by and subject to this Master Declaration; and

WHEREAS, the Condominium Associations are in agreement that this Master Declaration shall be the Master Declaration contemplated by the Settlement Agreement; and

WHEREAS, the Condominium Associations desire that Eastway Harbor be maintained as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the property described as the Master Association Property and certain of the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to Eastway Harbor Master Association, Inc. (the "Master Association") certain powers and duties of administration, operation, maintenance and enforcement; and

WHEREAS, the Master Association is joining in this Master Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Condominium Associations hereby declare that the Master Association Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Master Association Property and any part thereof and which shall be binding upon all parties, including existing "Owners" (as hereinafter defined), having any right, title or interest in the Master Association Property or any part thereof, their heirs, successors and assigns.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR EASTWAY HARBOR**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EASTWAY HARBOR ("Master Declaration") is made as of the day of *6<sup>th</sup>* ~~2017~~ *Dec* of *September, 2017*, by ILLINOIS APARTMENTS, INC., a Florida corporation not for profit, MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, MICHIGAN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, NEW YORK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, (each a "Condominium Association" and collectively, the "Condominium Associations").

WHEREAS, the Condominium Associations entered into a Joint Settlement Agreement to settle Case No. 12-14963 CACE (25) which was pending in the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida (the "Settlement Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to the Settlement Agreement the Condominium Associations agreed to enter into a "Master Declaration;" and

WHEREAS, the Settlement Agreement settled a class action lawsuit in which all "Owners" (as hereinafter defined) were members of the class, all Owners and their respective Units are bound by and subject to this Master Declaration; and

WHEREAS, the Condominium Associations are in agreement that this Master Declaration shall be the Master Declaration contemplated by the Settlement Agreement; and

WHEREAS, the Condominium Associations desire that Eastway Harbor be maintained as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the property described as the Master Association Property and certain of the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to Eastway Harbor Master Association, Inc. (the "Master Association") certain powers and duties of administration, operation, maintenance and enforcement; and

WHEREAS, the Master Association is joining in this Master Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Condominium Associations hereby declare that the Master Association Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Master Association Property and any part thereof and which shall be binding upon all parties, including existing "Owners" (as hereinafter defined), having any right, title or interest in the Master Association Property or any part thereof, their heirs, successors and assigns.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR EASTWAY HARBOR**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EASTWAY HARBOR ("Master Declaration") is made as of the day of 6<sup>th</sup> September, 2017, 2017, by ILLINOIS APARTMENTS, INC., a Florida corporation not for profit, MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, MICHIGAN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, NEW YORK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, (each a "Condominium Association" and collectively, the "Condominium Associations").

WHEREAS, the Condominium Associations entered into a Joint Settlement Agreement to settle Case No. 12-14963 CACE (25) which was pending in the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida (the "Settlement Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to the Settlement Agreement the Condominium Associations agreed to enter into a "Master Declaration;" and

WHEREAS, the Settlement Agreement settled a class action lawsuit in which all "Owners" (as hereinafter defined) were members of the class, all Owners and their respective Units are bound by and subject to this Master Declaration; and

WHEREAS, the Condominium Associations are in agreement that this Master Declaration shall be the Master Declaration contemplated by the Settlement Agreement; and

WHEREAS, the Condominium Associations desire that Eastway Harbor be maintained as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the property described as the Master Association Property and certain of the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to Eastway Harbor Master Association, Inc. (the "Master Association") certain powers and duties of administration, operation, maintenance and enforcement; and

WHEREAS, the Master Association is joining in this Master Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Condominium Associations hereby declare that the Master Association Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Master Association Property and any part thereof and which shall be binding upon all parties, including existing "Owners" (as hereinafter defined), having any right, title or interest in the Master Association Property or any part thereof, their heirs, successors and assigns.



## **ARTICLE I DEFINITIONS**

The terms used in this Master Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "AMENDMENT(S)" shall mean any and all amendments to this Master Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Eastway Harbor" and each of which shall be properly adopted pursuant to the terms of the Eastway Harbor Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the Broward County.

Section 2. "ARTICLES" shall mean the Amended and Restated Articles of Incorporation of Eastway Harbor Master Association, Inc. filed in the Office of the Secretary of State of the State of Florida, a true copy of which are attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 3. "ASSESSMENTS" shall mean assessments for which all Owners, through their respective Condominium Associations, are obligated to pay to the Master Association which are levied by the Master Association in accordance with the Eastway Harbor Documents.

Section 4. "BOARD" shall mean the board of directors of the Master Association.

Section 5. "BYLAWS" shall mean the Bylaws of the Master Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 6. "CONDOMINIUM" shall mean any one of the five condominiums that exist within Eastway Harbor.

Section 7. "CONDOMINIUM ASSOCIATION" shall mean any condominium association which was formed for a particular Condominium to govern the business affairs of any property within that Condominium. Each Condominium Association is a non-voting Member of the Master Association. Condominium Associations have no voting rights as Members of the Master Association.

Section 8. "CONDOMINIUM DECLARATION" shall mean a declaration of condominium, and any amendments thereto, by which one of the five Condominiums was submitted to the condominium form of ownership.

Section 9. "COUNTY" shall mean Broward County, Florida.

Section 10. "DIRECTOR" shall mean a member of the Board.

Section 11. "EASTWAY HARBOR" shall mean that planned development located in the County which encompasses the Property, and consists of the Condominiums.

Section 12. "EASTWAY HARBOR DOCUMENTS" shall mean in the aggregate this Master Declaration, the Articles, the Bylaws, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s), all as may be further amended from time to time.

Section 13. "HARBOR" shall mean the Lawrence Waterway within Eastway Harbor.

Section 14. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any Unit within Eastway Harbor.

Section 15. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Unit within Eastway Harbor, which owner and holder of said mortgage shall either be a bank, insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Unit Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender.

Section 16. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 17. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services and all court costs through and including all trial and appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation, arbitration or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens.

Section 18. "MASTER ASSOCIATION" shall mean and refer to EASTWAY HARBOR MASTER ASSOCIATION, INC., a not for profit Florida corporation, its successors and assigns, existing pursuant to the Articles and the Settlement Agreement, which Master Association is responsible for the administration, operation, maintenance, preservation, and enforcement of the Master Association Property as provided in this Master Declaration.

Section 19. "MASTER ASSOCIATION PROPERTY" shall mean such portions of Eastway Harbor which are described in this Master Declaration and which shall be operated and maintained as prescribed by the Master Association as set forth in this Master Declaration,

together with personal property and any other improvements thereon, including, without limitation, all of the following:

The Master Association shall administer and operate the properties and services currently available to all Owners, and it shall have the authority to administer and operate those common elements of the five Condominiums as provided in Article II, Section 2 hereof.

The Condominium Associations expressly delegate to the Master Association the power and authority to administer and operate those portions of their respective common elements as described in such Article II, Section 2 and elsewhere in this Master Declaration (collectively, the "Master Association Property"). For clarification, the Master Association Property is not owned by the Master Association but shall be administered and maintained as prescribed by the Master Association as herein provided.

"Master Association Property" shall also include such portions of the Property as are declared to be Master Association Property in any Amendment, less whatever portions of the Property are declared to be withdrawn from the provisions of this Master Declaration in any Amendment.

Section 20. "MASTER DECLARATION" shall mean this instrument as it may be amended from time to time.

Section 21. "MEMBER" shall mean the Owner(s) of a Unit within one of the Condominiums located within Eastway Harbor, each of which Condominium is operated by one of the Condominium Associations. Members shall have all rights and privileges to use the Master Association Property, and shall have access to the Master Association Property in accordance with this Master Declaration.

Section 22. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Master Association, as provided herein.

Section 23. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article IX herein.

Section 24. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Master Association, through their respective Condominium Associations, as described in this Master Declaration and any other Eastway Harbor Documents and include, but are not limited to: (a) the costs and expenses incurred by the Master Association in administering, operating, maintaining, financing, or repairing, reconstructing, replacing or improving the Master Association Property or any portion thereof and improvements thereon, and (b) all costs and expenses incurred by the Master Association in carrying out its powers and duties hereunder or under any other Eastway Harbor Documents.

Section 25. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit within Eastway Harbor, but excluding therefrom those having such interest as security for the performance of an obligation. Owner(s) and Member(s)

are used interchangeably.

Section 26. "UNIT" shall mean a condominium unit in one of the Condominiums created within Eastway Harbor.

## **ARTICLE II**

### **DESCRIPTION OF MASTER ASSOCIATION PROPERTY**

Section 1. MASTER ASSOCIATION PROPERTY. The Master Association Property shall consist of the property described in Article II, Section 2 hereof. Such Section 2 is a summary of certain provisions of the Settlement Agreement attached hereto as Exhibit "A" and the Common Use Agreement, attached hereto as Exhibit "E" and made a part hereof. The Master Association Property shall be used for recreational and social purposes as well as other proper purposes by the Master Association and the Owners and their family members, guests, invitees and tenants in accordance with the Eastway Harbor Documents. The Master Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

- A. The provisions of the Common Use Agreement dated February 28, 1979 are incorporated into this Master Declaration except as provided in paragraph 3 below, in the Settlement Agreement (Section 2-page 3 of 11) and except where otherwise in conflict with the Settlement Agreement. The Common Use Agreement provisions are to be construed as covenants running with the land for all property described in Exhibit "E" attached hereto and made a part hereof.

Section 2. DESCRIPTION OF MASTER ASSOCIATION PROPERTY. The portions of Eastway Harbor described in this Section 2 shall constitute Master Association Property and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Master Association Property by the Eastway Harbor Documents.

- A. The groin wall (seawall) separating the drainage ditch from the Marina and the fence along the southern property line of Eastway Harbor.
- B. The putting green on the Connecticut site and the shuffleboard courts in the rear of the New York, Massachusetts and Michigan Buildings.
- C. The car washing areas on the Connecticut and Pennsylvania Condominiums.
- D. Parking spaces Nos. 32 through 35, inclusive, located on the Pennsylvania Condominium east of the elevator of the Illinois Condominium, shall be for the exclusive use of the Owners in the Illinois Condominium.
- E. The parking spaces behind the Michigan Condominium unless otherwise designated for the exclusive use of the Michigan Condominium.
- F. Parking spaces Nos. 68 through 73, inclusive, located on the Connecticut Condominium shall be for the exclusive use of the Owners in the Massachusetts Condominium. All other parking spaces located on the Connecticut Condominium are for common use of all Owners.
- G. The elevator annex in the Illinois Condominium shall be for the joint use of the Owners in both the Illinois Condominium and the Pennsylvania Condominium. The expenses and costs of maintaining such elevator annex

shall be shared by such Condominiums in accordance with the Shared Use and Maintenance Agreement attached hereto as Exhibit "G" and hereby made a part hereof ("Shared Maintenance Agreement").

- H. The New York and Michigan Condominiums acknowledge the existence of an underground gas pipe and gas tank feeding gas to heat the swimming pool adjacent thereto and grant a 2' foot easement on each side of said pipe and tank for their continued and necessary repair.
- I. Both swimming pools and recreation areas as well as the Connecticut site, unless otherwise stated in the Common Use Agreement, and all of the equipment serving same.
- J. Thirteen storage lockers located in the most eastern rooms, on the top two floors in the Illinois elevator annex shall be and remain for the exclusive use of Owners in the Pennsylvania Condominium.
- K. The Harbor (Lawrence Waterway) Docks and Water, enclosed by a concrete seawall, and railings shall be part of the common property of all owners of all Condominiums.
- L. Six parking spaces in the rear of the New York Condominium shall be for the exclusive use of the Owners in the Illinois Condominium.
- M. The seawall along the eastern boundary of the Massachusetts Condominium.
- N. All property as described in the Common Use Agreement and Schedule A thereto, and in the Legal Description attached hereto as Exhibit "D."

**Section 3. RIGHT TO ADD ADDITIONAL IMPROVEMENTS.** Improvements on the Master Association Property shall be kept and maintained for use in a manner consistent with the nature of such improvements. The Master Association reserves the right, but shall not be obligated, to construct additional facilities upon the Master Association Property. The Master Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Board except where there is a legal requirement to do so; provided, however, any such decision shall require the unanimous approval of the Board, on any project in excess of 5% of the Annual Budget.

**Section 4. COSTS.** All costs associated with operating, maintaining, repairing and replacing the Master Association Property shall be the obligation of the Master Association.

**Section 5. PRIVATE USE.** For the term of this Master Declaration, the Master Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of the Master Association, and the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Master Declaration.

The administration, management, operation and maintenance of the Master Association Property shall be the responsibility of the Master Association, as provided herein and in the Eastway Harbor Documents.

The right to use the Master Association Property shall be subject to the rules and regulations established by the Master Association as the same may be amended from time to time.

**ARTICLE III**  
**OWNERS' PROPERTY RIGHTS**

**Section 1. OWNERS' EASEMENTS OF ENJOYMENT.** Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Master Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Master Association Property, in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Unit. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Master Association to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Master Association Property.

B. The right and duty of the Master Association to levy Assessments against each Unit, to be collected by each of their respective Condominium Associations, for the purpose of operating, maintaining, repairing and replacing the Master Association Property and improvements thereon in compliance with the provisions of this Master Declaration.

C. The right of the Master Association to establish, amend and/or abolish from time to time; uniform rules and regulations pertaining to the use of the Master Association Property. The Eastway Harbor Waterway Rules and Regulations for the Waterway dated April 12, 2002, a copy of which is attached hereto as Exhibit "F" and incorporated herein, shall be the initial Rules and Regulations of the Master Association, except as set forth in Article IX, Section 10. The vote required to pass a rule or regulation is the same vote required to amend this Master Declaration as set forth in Article XII, Section 7.

D. The Master Association is the only entity that shall promulgate any Harbor Waterway Rules and Regulations.

E. The right of the Master Association in accordance with its Articles, Bylaws, and this Master Declaration, to borrow money for the purpose of improving the Master Association Property and improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property and/or to assign its lien rights and collection rights as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Master Association Property.

F. The right of the Master Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, irrigation, drainage and other services over the Master Association Property to serve the Master Association Property and other portions of Eastway Harbor without vote of the Owners.

G. The right of the Master Association, by action of the Board, to reconstruct, replace, or refinish any improvement or portion thereof upon the Master Association Property, in accordance with the original design, finish, or standard of construction of such improvement.

H. The right of the Master Association to maintain and replace all landscaping, grass and ground cover upon any portion of the Master Association Property. The Master Association shall mow all grass and trim all landscaping within Eastway Harbor. Each Condominium Association is permitted to add to and enhance landscaping located upon its respective Condominium's property; provided such Condominium Association is replacing existing landscaping or a small material change that is native to Florida. All other changes require the prior written approval of the Board.

I. The right of the Master Association and its employees, agents, licensees, and invitees to come upon the Master Association Property as may be necessary or convenient for the Master Association to carry on its duties, obligations, responsibilities under, and all other work referred to in, this Master Declaration.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Master Association Property to the members of such Owner's family, or to the tenants who reside in such Owner's Unit, subject to this Master Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner shall be subject to the easements reserved and/or granted with respect to the Master Association Property under this Master Declaration.

Section 4. GRANT AND RESERVATION OF EASEMENTS. Because a portion of the Master Association Property comprises common elements of the Condominiums, the Condominium Associations and Owners hereby grant the following perpetual, nonexclusive easements over and across such portions of the Master Association Property as covenants running with the Master Association Property for the benefit of the Owners as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Master Association Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Master Association Property, and the Units, including, but not limited to, electric, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. Easement to Enter Upon Condominium Property. An easement or easements for ingress and egress in favor of the Master Association, including the Board or the designee of the Board, to enter upon the Condominiums' property for the purposes of fulfilling its duties and responsibilities of maintenance and/or repair in accordance with the Eastway Harbor Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Master Association Property.

C. Easement Over Master Association Property. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Master

Association Property which shall be appurtenant to and shall pass with a deed or title to every Unit in Eastway Harbor, subject to the following:

(1) the right of the Master Association to suspend the right to use the Master Association Property of any Owner and such Owner's family members, guests and invitees for any period during which Assessments, fees, fines, and/or other monthly obligations pertaining to the Master Association Property against such Owner's Unit remain unpaid, subject to the notice and hearing provisions in Article IX herein;

(2) the right of the Master Association to grant permits, licenses and easements over the Master Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Master Association Property; and

(3) all provisions set forth in the Eastway Harbor Documents.

Section 5. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements granted hereunder may be assigned by the Master Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility. The Master Association shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Master Association Property or portions thereof (including the portion of the Condominiums where no physical structure of a Units located) which may be necessary or desirable by the Master Association. The Owners hereby authorize the Master Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Master Association Property or portions thereof in accordance with the provisions of this Master Declaration.

#### **ARTICLE V** **MEMBERSHIP AND VOTING RIGHTS**

Section 1. MEMBERSHIP REQUIREMENT. Every Owner within Eastway Harbor shall be a Member of the Master Association. Membership is appurtenant to, and may not be separated from, ownership of a Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Master Declaration, and in the Articles and Bylaws of the Master Association.

Section 2. CLASSES OF MEMBERSHIP AND VOTING RIGHTS. The Master Association will have five (5) classes of voting Membership, as follows:

A. Illinois Members. The Illinois Members shall be the Owners of Units within the Condominium operated by Illinois Apartments, Inc. ("Illinois"), each of whom shall be entitled to one (1) vote for each Unit owned.

B. Massachusetts Members. The Massachusetts Members shall be the Owners of Units within the Condominium operated by Massachusetts Condominium Association, Inc. ("Massachusetts"), each of whom shall be entitled to one (1) vote for each Unit owned.



C. Michigan Members. The Michigan Members shall be the Owners of Units within the Condominium operated by Michigan Condominium Association, Inc. ("Michigan"), each of whom shall be entitled to one (1) vote for each Unit owned.

D. Pennsylvania Members. The Pennsylvania Members shall be the Owners of Units within the Condominium operated by Pennsylvania Condominium Association, Inc. ("Pennsylvania"), each of whom shall be entitled to one (1) vote for each Unit owned.

E. New York Members. The New York Members shall be the Owners of Units within the Condominium operated by New York Condominium Association, Inc. ("New York"), each of whom shall be entitled to one (1) vote for each Unit owned.

F. Transfer of Membership. Membership shall not be assignable and/or transferable by any method other than the sale, or conveyance of record legal title to the Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Unit to which a Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Membership with his or her property. A Member's rights to use the Master Association Property shall be limited as set forth in this Master Declaration and in the Bylaws. Any attempt to separate the Membership from the interest in real property upon which it is based shall be null and void.

Section 3. RIGHTS OF MASTER ASSOCIATION. Members in good standing have the non-exclusive right to use the Master Association Property, subject to:

A. Right to Budget and Assess. The Master Association may adopt the annual budget and determine the annual Assessments to be paid by Members for the use of the Master Association Property.

B. Right to Suspend Member's Use of Master Association Property. The Master Association may suspend a Member's right to use the Master Association Property, for the period during which any Assessment or charge against the Member's Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Master Association's rules and regulations;

C. Right to Protect Master Association Property. The Master Association may take such steps as are necessary to protect the Master Association Property;

Section 4. DELEGATION OF USE RIGHTS IN MASTER ASSOCIATION PROPERTY. Guests accompanied by a Member shall have the right to use the Master Association Property, but only to the extent provided for in the Master Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. Each Member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any person to whom the Member has delegated his or her right to use the Master Association Property. The Member may not delegate the obligation to pay Assessments. Upon the lease of a Unit, the Owner/lessor may not retain the right to use the Master Association Property; in which case the tenant shall have all such rights. If a Member leases his or her Unit the Member shall not be entitled to use of the Master Association's facilities, except as a guest of another

Member, during the period of the lease.

Section 5. RIGHTS OF ACCESS AND PARKING. There is hereby established for the benefit of the Master Association and its Members, guests, invitees, employees, agents, contractors and designees, a right and non-exclusive easement of access and use over all roads located within Eastway Harbor reasonably necessary to travel between the entrance of Eastway Harbor and such Member's Unit and over those portions of Eastway Harbor reasonably necessary to the operation, maintenance, repair and replacement of the Master Association Property. Except as set forth in Article II, Section 2; Owners may park vehicles only in the parking areas within their respective Condominium's property.

Section 6. POWERS OF THE MASTER ASSOCIATION WITH RESPECT TO CONDOMINIUM ASSOCIATIONS . The Master Association shall have the power to veto any action taken or contemplated to be taken by any Condominium Association regarding the Master Association Property which the Board reasonably determines to be adverse to the interests of the Master Association or its Members or inconsistent with this Master Declaration. The Master Association shall also have the power to require specific action to be taken by any Condominium Association in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Master Association Property.

Any action required by the Master Association in a written notice pursuant to the foregoing paragraph to be taken by a Condominium Association shall be taken within the time frame set by the Master Association in such written notice. If the Condominium Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Condominium Association and shall assess the Units in such Condominium for their pro rata share of any expenses incurred by the Master Association under the circumstances (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Master Association) in the manner provided in Article VI, Section 1. Such Assessments may be collected by the Master Association and shall be subject to all lien rights provided for herein.

**ARTICLE VI**  
**COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;**  
**COLLECTION OF ASSESSMENTS;**  
**CERTAIN RIGHTS OF INSTITUTIONAL MORTGAGEES**

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Eastway Harbor Documents; and (b) maintain, operate and preserve the Master Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Unit and each Owner, the affirmative covenant and obligation to pay to the Master Association commencing from and after the recordation of this Master Declaration in the Public Records of the County (in the manner herein set forth) all Assessments. Each Owner shall be obligated and agrees to pay to the Master Association all Assessments in accordance with the provisions of the Eastway Harbor Documents. For the convenience of the Master Association, until otherwise noticed by the Master Association, each Condominium Association shall collect from its Owners and remit to the

Master Association all Assessments due from its Owners.

The following expenses of the Master Association are hereby declared to be Operating Expenses which the Master Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Eastway Harbor Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Master Association Property or against any and all personal property or improvements thereon; (2) all charges levied for utilities providing services for the Master Association Property, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Master Association Property and directors and officers liability insurance and fidelity bonding for the officers and directors of the Master Association; (4) any sums necessary for the maintenance and repair of the Master Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) fees and other costs of water usage relating to the use, maintenance and repair of the irrigation system(s) and swimming pools including, without limitation, all consumption and usage fees; (7) all sums necessary for the maintenance and repair of the drainage system, including, without limitation, work within retention areas, drainage structures and drainage easements; and (8) any and all expenses deemed to be Operating Expenses by the Master Association and/or under this Master Declaration. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Master Association Property or any portion thereof or improvements thereon; any casualty loss affecting the Master Association or the Master Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Master Association as a result of such loss; any judgment against the Master Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Master Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Master Association as a result of such judgment, or an agreement by the Master Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Master Association as a result of such settlement agreement; and Legal Fees incurred by the Master Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Master Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Eastway Harbor Documents or the enforcement of the use and occupancy restrictions contained in the Eastway Harbor Documents.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Unit, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Unit. Any and all Assessments made by the Master Association in accordance with the provisions of the Eastway Harbor Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Unit against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Master Association setting

forth the amount due to the Master Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Unit as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Unit or chargeable to the former Owner except and to the extent limited by applicable Florida Statutes.

**Section 3. COLLECTION OF ASSESSMENTS.** Although each Condominium Association has the initial obligation to collect Assessments from its Members, in the event any Owner or in the event any Condominium Association shall fail to remit amounts it owes to the Master Association, shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Master Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Master Association:

A. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Master Association up to and including the full amount for which such Owner(s) is (are) liable to the Master Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Master Association from the Owner(s), and such advance by the Master Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Master Association in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Master Association.

E. To charge Interest on such Assessment from the date it becomes due, as well as a late charge in the highest amount allowed by law, to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

F. To suspend the use rights of the Owner(s) in default to the Master Association Property, subject to the Notice and Hearing provisions in Article IX, Section 1 herein.

G. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

H. To collect any monetary obligation, including delinquent Assessments due for the Unit from the rents paid by any tenant occupying the Unit if the Owner has leased the Unit. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Master Association directly to the Master Association upon written notice from the Master Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Master Association from the rent due to the Owner. The Master Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Master Association upon receipt of notice from the Master Association that the Owner is delinquent in amounts due to the Master Association.

**Section 4. RIGHTS OF INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT.** Any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit(s). Further, any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Master Association in the event the same are overdue and when lapses in policies or services may occur. Any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Master Association will be entitled to immediate reimbursement from the Master Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Master Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement.

#### **ARTICLE VII** **METHOD OF DETERMINING ASSESSMENTS** **AND ALLOCATION OF ASSESSMENTS**

**Section 1. DETERMINING AMOUNT OF ASSESSMENTS.** It shall be the duty of the Board of Directors to annually prepare a budget ("Budget") covering the estimated Operating Expenses of the Master Association. The Operating Expenses shall be allocated to each Condominium Association as follows:

Illinois	15.86207%
Massachusetts	48.27586%
Michigan	6.89655%
New York	8.27586%
Pennsylvania	20.68966%

The Operating Expenses allocated to each Condominium Association shall be a common expense of the Condominium operated by such Condominium Association.

Each Unit shall be assessed its *pro rata* portion of the total Operating Expenses allocated to its Condominium based upon the method of allocation set forth in its declaration of condominium, which shall be the "Assessment" as to each Unit.

Section 2. ASSESSMENT PAYMENTS. Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Master Association's option, Assessments may be payable monthly. Assessments, and the quarterly installments thereof, may be adjusted from time to time by the Board to reflect changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required.

Section 3. SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Eastway Harbor Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of reconstructing improvements for, or on, the Master Association Property or the cost (whether in whole or in part) of replacing such improvements. Approval of a Special Assessment requires the affirmative vote of four (4) of the Directors. In the event the approval of four (4) Directors is not obtained, a Special Assessment may be approved by 75% of the Owners in each Condominium Association. In the event a Special Assessment proposal is not approved by 75% of any one of the Condominium Associations, that proposal fails. Any Special Assessments assessed against Units and the Owners thereof shall be paid by such Owners in addition to any other Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

Section 4. COLLECTION OF ASSESSMENTS. Notwithstanding anything to the contrary herein contained which grants the Master Association the right, power and authority to collect Assessments and Special Assessments, each Condominium Association is obligated to collect the Assessments and/or Special Assessments due from each Condominium Association's Owners and then remit same to the Master Association. Since the Assessments and Special Assessments are common expenses of each respective Condominium, each Condominium Association is obligated to cover any shortfall created by the failure of any Owner to pay his or her Assessment or Special Assessment and to pay same to the Master Association.

Section 5. LIABILITY OF OWNERS FOR ASSESSMENTS. Each Unit and the Owners thereof are jointly and severally liable for their own Assessments against their Unit, and their applicable portion of any Special Assessments. Owners are jointly and severally liable with the Owners of all Units in their respective Condominium for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners in their respective Condominium may be responsible for increased Assessments or Special Assessments due to the nonpayment by such other Owner, and such increased Assessment, or Special Assessment can and may be enforced by the Master Association in the same manner as all other Assessments hereunder as provided in the Eastway Harbor Documents.

Section 6. WAIVER OF USE. No Owner may exempt himself from personal liability for

Assessments duly levied by the Master Association. No Owner may release the Unit owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Master Association Property and the facilities thereon or by abandonment of such Owner's Unit.

**ARTICLE VIII**  
**MAINTENANCE AND REPAIR OBLIGATIONS**

**Section 1. BY THE MASTER ASSOCIATION .**

A. The Master Association is not responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages resulting from the Master Association's obligation to maintain or failure to maintain Master Association Property.

B. The Master Association shall operate, maintain, repair and replace the irrigation system(s) serving the Master Association Property. The Master Association shall be responsible for the costs of operation, maintenance, repair and replacement of such irrigation system(s), including any monthly fees and other costs of water and/or electric usage, if any. There is hereby reserved in favor of the Master Association, the right to enter upon the Master Association Property or any Condominium for the purpose of operating, maintaining, repairing and replacing the irrigation system(s) over, through and upon the Master Association Property. Each Owner shall be responsible for any damage caused to said irrigation system(s) caused by such Owner and/or such Owner's family members, tenants, guests and invitees and Owner shall indemnify, defend and hold Master Association harmless from and against any and all losses, claims damages and/or liabilities resulting from any such damage.

C. The Master Association shall operate, maintain and repair the drainage system constructed over, through and upon the Master Association Property. There is hereby reserved in favor of the Master Association the right to enter upon the Master Association Property for the purpose of operating, maintaining, repairing, and replacing the drainage system over, through and upon the Master Association Property. The Master Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the drainage system as may be necessary to maintain the system in its original condition and use. In the event the Master Association fails to maintain the drainage system in accordance with this Master Declaration and/or the Water Management District Permit, then the Water Management District shall have the right to commence an enforcement action against the Master Association including, without limitation, monetary penalties and injunctive relief, to compel the Master Association to maintain the drainage system in accordance with this Master Declaration and/or the Water Management District Permit.

D. The Master Association shall be responsible for the maintenance, repair and replacement of all roads and parking areas located upon the Master Association Property and there is hereby reserved in favor of the Master Association the right to enter upon any and all parts of the Master Association Property for such purpose. The Master Association shall also be responsible for maintaining the grass, landscaping and irrigation system located within Eastway Harbor.

E. The Master Association shall be responsible for the maintenance, repair

and replacement of all common sidewalks located upon the Master Association Property and there is hereby reserved in favor of the Master Association the right to enter upon any and all parts of the Property for such purpose.

F. The Master Association shall be responsible for the maintenance, repair and replacement of any decorative ground lights located in Eastway Harbor.

G. The Master Association is responsible for the maintenance, repair and replacement of the Master Association Property described in Article II, Section 2.

H. All expenses incurred by the Master Association in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through G, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Master Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through G of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Master Association shall have the right to levy an Assessment against such Owner's Unit and said Assessment shall constitute a lien upon the appropriate Unit with the same force and effect as liens for Operating Expenses.

I. Each Condominium Association having responsibility for maintenance of all or a portion of its respective Condominium pursuant to a Condominium Declaration shall perform such maintenance responsibility. If any such Condominium Association fails to perform its maintenance responsibility as required herein and in such Condominium Declaration, the Master Association may perform such maintenance and assess the costs against all Units within such Condominium as a Special Assessment.

J. The Master Association shall engage a licensed Community Association Manager, which manager may not be any of the Condominium Associations' managers or management companies. Any managers and management companies engaged by the Master Association are prohibited from directly or indirectly owning, managing, operating, joining, controlling or participating in the ownership, management, operation or control of, or be employed or connected in any manner, with or by any of the aforesaid prohibited management companies, their successors and/or assigns, or their subsidiaries.

K. The daily administration of the Master Association shall be governed by the following:

1. Utility bills and other non-contract recurring expenses that are budgeted may be paid by authorization of two of the following: (a) the President and the Manager or in the absence of the President, (b) the Treasurer and the Manager, or in the absence of the Treasurer, (c) the Vice President and the Manager, or in the absence of the Vice President, (d) the Secretary and the Manager.

2. If a budgeted expenditure is to be the subject of a contract, then the contract must be approved by four (4) of the Directors.



3. A non-budgeted expenditure shall require the approval of the same vote as a Special Assessment, being four (4) Directors or a 75% vote of the Owners of each Association Class.

(a) Material alterations to the Master Association Property, the cost of which exceeds 5% of the annual budget of the Master Association, shall require the unanimous approval of the Directors or if the necessary approval of the Board is not obtained, then 75% of the Owners of each Condominium Association. A material alteration is defined as having a cost exceeding 5% of the then annual budget of the Master Association and shall require the unanimous approval of the Board or if the necessary approval of the Board is not obtained, then 75% of the Owners of each Condominium Association. If in the event a proposed material alteration does not obtain the required approval, that proposal fails.

(b) Non-material alterations to the Master Association Property require the approval of four (4) Directors. In the event a proposed non-material alteration does not obtain the required approval from the Board, then 75% of the Owners of each Condominium Association can approve the non-material alteration. In the event a non-material alteration does not obtain the required approval, that proposal fails.

#### **ARTICLE IX**

#### **USE RESTRICTIONS**

All of the Master Association Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Master Association.

**Section 1. ENFORCEMENT.** Failure of an Owner to comply with any limitations or restrictions in this Master Declaration or any of the other Eastway Harbor Documents or with any rules and regulations promulgated by the Master Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Master Association in connection with the enforcement of this Master Declaration or any of the other Eastway Harbor Documents or with any rules or regulations promulgated by the Master Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Unit with the same force and effect as a lien for Operating Expenses.

In addition to all other remedies, the Master Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Master Association Property and facilities; may suspend the voting rights of an Owner if such Owner is delinquent in payment of Assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Eastway Harbor Documents, provided the following procedures are adhered to:

A. Notice. The Master Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Master Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Master Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Master Declaration.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

F. Access. Suspension of use rights to Master Association Property shall not impair the right of an Owner or tenant of a Unit have vehicular and pedestrian ingress to and egress from such Unit, including, but not limited to, the right to park.

Section 2. SINGLE-FAMILY USE. The Units shall be for single-family use only. No commercial occupation or activity may be carried on in Eastway Harbor. A single-family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

Section 3. UNITS OWNED BY ENTITIES OR UNRELATED PERSONS. It is the intention that Units be occupied for single-family use. In the event an entity owns a Unit, the entity shall notify the Master Association in writing with the names of the family members who shall occupy the Unit. In the event the Owners of the Unit are unrelated either through blood or marriage, they shall be permitted to occupy the Unit provided they live as a family unit similar to a husband and wife. No Unit may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Unit (including ownership by more than three persons as joint tenants or tenants-in-common), or assigning separate use periods of less than ninety (90) consecutive days' duration, are prohibited.

Section 4. NUISANCES. No obnoxious or offensive activity shall be carried on or about the Units or in or about any improvements, Units, or on any portion of Eastway Harbor nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Units which is a source of annoyance to Owners or occupants of Units or which interferes with the peaceful possession or proper use of the Units or the surrounding areas. No loud noises or noxious odors shall be permitted on any Master Association Property. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be used within Eastway Harbor, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. NO IMPROPER USE.

A. No improper, offensive, hazardous or unlawful use shall be made of any property within Eastway Harbor nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of Eastway Harbor. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Unit or Unit shall be corrected by, and at the sole expense of the Owner of said Unit.

B. Restrictions:

- i. From sunset to sunrise it is prohibited to park work vans, work trucks, cars with signs or cars that are painted for commercial purposes on Eastway Harbor property
- ii. It is prohibited to park or use a motorcycle on Eastway Harbor.
- iii. It is prohibited to swim or fish in the Eastway Harbor
- iv. It is prohibited to have storage containers or trailers anywhere on Eastway Harbor Property without the written authorization from the Master Association
- v. It is prohibited to operate any drones, copters or any remotely operated flying machines on the grounds for Eastway Harbor
- vi. Loud diesel engines are prohibited anywhere on Eastway Harbor Property between 6 p.m. - 9 a.m. without prior authorization from the Master Association

Section 6. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies

covering or with respect to any portion of the Master Association Property.

Section 7. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Master Association Property or other portions of Eastway Harbor, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Unit other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render Eastway Harbor or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Master Association Property or another Unit. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of Eastway Harbor.

Section 8. EASTWAY HARBOR WATERWAY

A. The Eastway Harbor Waterway Rules and Regulations for the Waterway dated April 12, 2002, shall be incorporated into the Master Declaration, and a requirement that no use shall interfere with or be a hazard to navigation, if not in the Rules, shall also be incorporated into the Master Declaration with the following modifications:

B. The Pennsylvania Condominium will be entitled to utilize and unilaterally assign its boat slips a/k/a dockage within the Pennsylvania Condominium boundaries, as it deems fit so long as Pennsylvania complies with the Rules being incorporated into this Master Declaration regarding size, licensure, ownership, rules relating to ingress and egress, as well as other applicable rules relating to having a boat in the Harbor.

C. Owners of Units in Pennsylvania:

(1) shall have the right to seek dockage at Pennsylvania from the Pennsylvania Condominium Association; but

(2) shall not have the right to dockage anywhere else in the Harbor.

D. Pennsylvania may petition the Master Association at a later date should it choose to rejoin the Harbor Committee once the Master Association is in place. Pennsylvania's petition may be approved by a vote of four (4) of the Board of the Directors for the new Master Association.

E. Owners of Units in Condominiums other than the Pennsylvania Condominium shall have no right to dockage at Pennsylvania unless and until Pennsylvania rejoins the Harbor Committee as set forth in this Section 8(D).

F. No Owner nor any Condominium Association shall make any alterations or improvements to the Lawrence Waterway without the written approval of the Master Association.

G. The Harbor Committee shall cease to exist and the Harbor shall be managed by the Board of Directors for the new Master Association, notwithstanding that the Harbor is made up of common elements of the five condominium associations. The Master Declaration shall incorporate and amend, as necessary, the Eastway Harbor Waterway Rules and Regulations for the Waterway dated April 12, 2002. Upon proper motion by any Board member of the Master Association, and upon the approval of four (4) of the five (5) Board Members of the Master Association, the Harbor Committee may be reconstituted to manage the Harbor. No member of the reconstituted Harbor Committee may be a member of the Board of Directors of the Master Association nor may any of the following owners: Susie Miller, Ron Ruedger, Mike Hudges, Joyce Weglarz, Alan Martuneac, and Richard Bridgen.

#### ARTICLE X

##### DAMAGE OR DESTRUCTION TO MASTER ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Master Association Property shall, notwithstanding any provision in this Master Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Master Association Property, then the Master Association shall cause such Master Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Master Association shall cause the Master Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Units in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Master Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Units; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Master Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner.

D. Each Owner shall be liable to the Master Association for any damage to the Master Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special

Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Master Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

## **ARTICLE XI**

### **INSURANCE AND CONDEMNATION**

The Master Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

**Section 1. CASUALTY INSURANCE.** Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all improvements and personal property which are to be maintained by the Master Association and now or hereafter located upon the Master Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Master Association Property in communities similar to Eastway Harbor in construction, location and use.

**Section 2. PUBLIC LIABILITY INSURANCE.** A comprehensive policy of public liability insurance naming the Master Association as named insured thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Master Association Property and any improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Master Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Master Association is a party, as it may deem desirable.

**Section 3. FIDELITY COVERAGE.** Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Master Association, the Board, the officers and all others who handle and are responsible for handling funds of the Master Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

**Section 4. DIRECTORS' COVERAGE.** Adequate directors' and officers' liability coverage.

**Section 5. OTHER INSURANCE.** The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Master Association Property and any

improvements now or hereafter located thereon or in the best interests of the Master Association and/or its officers and Directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Master Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Master Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Master Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Master Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Master Association receives any award or payment arising from the taking of any Master Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Units as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Master Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Owners, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

Section 1. CONFLICT WITH OTHER EASTWAY HARBOR DOCUMENTS. In the event of a conflict between the language in this Master Declaration and the language in the Articles, the Bylaws or Rules and Regulations promulgated by the Master Association, the language of this Master Declaration controls. In the event of a conflict between the language in the Articles and the language of the Bylaws or Rules and Regulations promulgated by the Master Association, the language of the Articles controls. In the event of a conflict between the language in the Bylaws and the language of the Rules and Regulations promulgated by this Master Association, the language of the Bylaws controls. In the event of conflict between the language in this Master Association and the language in any Condominium Declaration, the language in this Master Declaration controls. Notwithstanding anything to the contrary, in the event of a conflict between the language in any of the following documents, the following order of priorities control: Settlement Agreement, Common Use Agreement, Shared Use and Maintenance Agreement, this

Master Declaration, the Articles, the Bylaws, Harbor Rules and Regulations, and any Condominium Declaration.

**Section 2. NOTICES.** Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Master Association at the time of such mailing and, in the absence of any specific address, at the address of the Unit owned by such Owner; and (ii) the Master Association, certified mail, return receipt requested, at the property management company retained by the Master Association Florida, or such other address as the Master Association shall hereinafter notify the Association Class Members, such notice to the Association Class Members of a change in Declarant's address being deemed notice to the Owners.

**Section 3. ENFORCEMENT.** The covenants and restrictions herein contained may be enforced by the Master Association, the Association Class Members, and any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Master Association Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non prevailing party.

**Section 4. INTERPRETATION.** The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a residential community and for the maintenance of the Master Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Master Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Master Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

**Section 5. SEVERABILITY.** In the event any of the provisions of this Master Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Master Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Master Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum



period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Master Association.

Section 6. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Master Association Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Master Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

Notwithstanding the provision above, in the event there is any dispute between any Condominium Association and/or the Master Association as to the Master Declaration and/or any exhibits attached thereto, the dispute shall be referred to the attorney who serves as general counsel to the Master Association for legal opinion.

Section 7. AMENDMENT AND MODIFICATION. The process of amending or modifying this Master Declaration shall be as follows:

1. This Master Declaration may be amended by the approval or ratification of one hundred percent (100%) of the Board. If the unanimous approval of the Board is not obtained then the consent of the Owners owning seventy-five percent (75%) of all Units in each Condominium Association can amend this Master Declaration. The aforementioned consent of the Owners owning seventy-five percent (75%) of the Units in each Condominium Association may be evidenced by the affirmative vote of the required number of Owners of each Condominium Association at any regular or special meeting of each Condominium Association called and held in accordance with the bylaws of each Condominium Association and evidenced by a certificate of the Secretary or an Assistant Secretary of each Condominium Association.

2. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Board and without the need of consent of the Owners.

3. Notwithstanding anything to the contrary herein contained, no amendment to this Master Declaration shall be effective which shall impair or prejudice the rights or priorities of any Institutional Mortgagees under the Eastway Harbor Documents without the specific written approval of such party affected thereby.

4. A true copy of any Amendment to this Master Declaration shall be sent certified mail by the Master Association to all Institutional Mortgagees holding a mortgage on any portion of Eastway Harbor requesting notice. The Amendment shall become effective upon the recording amongst the Public Records of the County of said amendment.

Section 8. DELEGATION. The Master Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time subject to the requirements of Article VIII, Section I.

Section 9. TERM. This Master Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind all of the Master Association Property included within Eastway Harbor, and inure to the benefit of the Master Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Master Declaration amongst the Public Records of the County, after which time this Master Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Master Declaration signed by Owners owning two-thirds (2/3) of the Units and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Units encumbered by first mortgages held by Institutional Mortgagees, upon which event this Master Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Master Declaration is terminated or the Master Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Master Association Property in the manner described herein. This provision shall survive the termination of this Master Declaration and shall run with all of the Master Association Property included within Eastway Harbor in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Master Association in the event of dissolution of the Master Association.

Section 10. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Master Association shall make available for inspection upon written request and expense, during normal business hours or under reasonable circumstances, the Eastway Harbor Documents and the books, records and financial statements of the Master Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Master Association Property within Eastway Harbor. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Master Association.

B. Rights of Listed Mortgagee. Upon written request to the Master Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Unit and the legal description of such Unit, the Master Association shall provide such Listed Mortgagee with timely written notice of the following:

- (1) Any condemnation, loss or casualty loss which affects any material portion of the Master Association Property;
- (2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association;
- (3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and

(4) Any failure by an Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Eastway Harbor Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Master Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Master Association, be entitled to financial statements of the Master Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 11. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

Section 12. SECURITY. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Master Association Property designed to make the Master Association Property safer than it otherwise might be. Notwithstanding the foregoing, THE MASTER ASSOCIATION MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A UNIT, AGREE TO HOLD THE MASTER ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE MASTER ASSOCIATION SHALL IN NO WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY OR SAFETY WITHIN THE MASTER ASSOCIATION PROPERTY, AND THE MASTER ASSOCIATION DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. THE MASTER ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE MASTER ASSOCIATION. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE MASTER ASSOCIATION AND ITS BOARD DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE BOARD MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR

INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE MASTER ASSOCIATION AND ITS BOARD ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE MASTER ASSOCIATION AND ITS BOARD HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE MASTER ASSOCIATION PROPERTY.

Section 13. COVENANT RUNNING WITH THE LAND. All provisions of this Master Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Units and the Master Association Property within Eastway Harbor and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Owner(s) and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Units, as applicable, shall be subject to and shall comply with the provisions of this Master Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Unit, or the entering into a lease of or occupancy of a Unit, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Master Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Master Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 14. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Master Declaration shall be deemed to be a gift or dedication of all or any portion of the Master Association Property to the public, or for any public use.

IN WITNESS WHEREOF, this Master Declaration has been signed by each of the Condominium Associations in accordance with the Settlement Agreement and joined in by the Master Association on the respective dates set forth below.

For NEW YORK CONDOMINIUM ASSOCIATION, INC., a Florida Non-For-Profit Corporation

Signature: *Richard E. Cavel Jr.*  
Print Name: RICHARD E. CAVEL JR.  
Title: PRESIDENT  
Date: 9-26-17

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

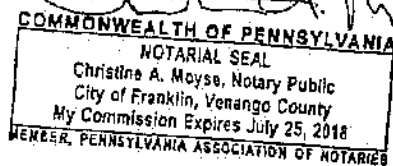
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard E. Cavel, Jr., as President of NEW YORK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, freely and voluntarily under authority duly vested in him/her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of Sept., 2017.

Notary Public

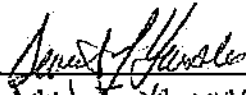
My Commission Expires:

Print Name: Christine A. Moyse



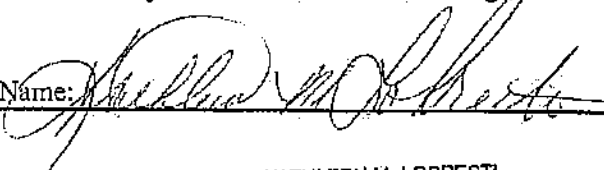
IN WITNESS WHEREOF, this Master Declaration has been signed by each of the Condominium Associations in accordance with the Settlement Agreement and joined in by the Master Association on the respective dates set forth below.

For MICHIGAN CONDOMINIUM ASSOCIATION, INC, a Florida Non-For-Profit Corporation.

Signature:   
Print Name: DAVID J. YAWORSKI  
Title: PRESIDENT  
Date: 09.20.2017

NK  
STATE OF ~~FLORIDA~~ )  
COUNTY OF ~~BROWARD~~ ) SS  
MONROE

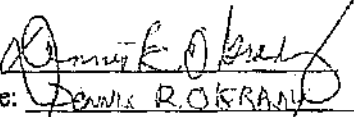
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by DAVID YAWORSKI, as PRESIDENT of MICHIGAN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, freely and voluntarily under authority duly vested in him/her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of SEPT, 2017.  
Notary Public  
My Commission Expires: \_\_\_\_\_ Print Name: 

KATHLEEN M. LOPRESTI  
Notary Public, State of New York  
No. 01104890950  
Qualified in Monroe County  
Commission Expires May 04, 2019

IN WITNESS WHEREOF, this Master Declaration has been signed by each of the Condominium Associations in accordance with the Settlement Agreement and joined in by the Master Association on the respective dates set forth below.

For ILLINOIS APARTMENTS INC., a Florida Non-For-Profit Corporation

Signature:   
Print Name: Dennis R. O'GRADY  
Title: PRESIDENT  
Date: 9/26/17

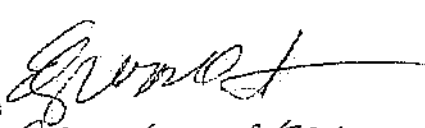
New York  
STATE OF ~~FLORIDA~~ )  
COUNTY OF ~~BROWARD~~ ) SS  
Greene

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Dennis R. O'Grady, as President of ILLINOIS APARTMENTS INC., a Florida not for profit corporation, freely and voluntarily under authority duly vested in him/her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of September, 2017.

My Commission Expires: 6/30/20

Notary Public

Print Name:   
Elizabeth C. Izzo

ELIZABETH C. IZZO  
Notary Public, State of New York  
No. 01126189733  
Qualified in Greene County 20  
Commission Expires June 30, 20

IN WITNESS WHEREOF, this Master Declaration has been signed by each of the Condominium Associations in accordance with the Settlement Agreement and joined in by the Master Association on the respective dates set forth below.

For PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida Non-For-Profit Corporation

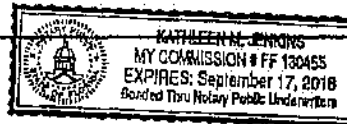
Signature: [Signature]  
Print Name: Alan K. Marturano  
Title: President  
Date: 9.26.2017

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Alan Marturano, as President of PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, freely and voluntarily under authority duly vested in him/her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this day of 9-26, 2017.

Notary Public [Signature]  
My Commission Expires: \_\_\_\_\_ Print Name: \_\_\_\_\_





For MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC, a Florida Non-For-Profit Corporation

Signature: Steven Nodullo  
 Print Name: Steven Nodullo  
 Title: President  
 Date: 10/4/17



MARIA DEL CARMEN CONFORTI  
 MY COMMISSION # FF 175009  
 EXPIRES: November 17, 2019  
 Bonded Thru Budget Notary Services

STATE OF FLORIDA )  
 COUNTY OF BROWARD ) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Steven Nodullo, as President of MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, freely and voluntarily under authority duly vested in him/her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of October, 2017.  
 Notary Public Maria Del Carmen Conforti  
 My Commission Expires: 11-17-19 Print Name: MARIA DEL CARMEN CONFORTI

For EASTWAY HARBOR MASTER ASSOCIATION

Signature: Lance Kluger  
 Print Name: Lance Kluger  
 Title: President  
 Date: 10/4/17



MARIA DEL CARMEN CONFORTI  
 MY COMMISSION # FF 175009  
 EXPIRES: November 17, 2019  
 Bonded Thru Budget Notary Services

STATE OF FLORIDA )  
 COUNTY OF BROWARD ) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lance Kluger, as President of MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, freely and voluntarily under authority duly vested in him/her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of October, 2017.  
 Notary Public Maria Del Carmen Conforti  
 My Commission Expires: 11-17-19 Print Name: MARIA DEL CARMEN CONFORTI

INSTR # 113403467 Page 5 of 20

.1

IN THE CIRCUIT COURT OF THE  
17<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO. 12-14983 CAGE (25)

ILLINOIS APARTMENTS, INC.,  
a Florida not-for-profit corporation,  
NEW YORK CONDOMINIUM ASSOCIATION,  
INC., a Florida not-for-profit corporation,  
MICHIGAN CONDOMINIUM ASSOCIATION,  
INC., a Florida not-for-profit corporation, and  
PRESIDENT'S COUNCIL OF EASTWAY  
HARBOUR,  
Plaintiffs,

vs.

PENNSYLVANIA CONDOMINIUM  
ASSOCIATION, INC., a Florida not-for-profit  
corporation, MASSACHUSETTS  
CONDOMINIUM ASSOCIATION INC., a Florida  
not-for-profit corporation and ALAN MARTUNEAC,  
individually, ROBERT SOELL, Individually, and  
BRIAN MONTERO, Individually,  
Defendants.

and

MASSACHUSETTS CONDOMINIUM  
ASSOCIATION, INC.,  
Counter/Cross/Thrd-Party Plaintiff,

vs.

ILLINOIS APARTMENTS, INC ; NEW YORK  
CONDOMINIUM ASSOCIATION, INC.; and  
MICHIGAN CONDOMINIUM ASSOCIATION,  
INC.,  
Counter-Defendants;

and

PENNSYLVANIA CONDOMINIUM ASSOCIATION,  
INC., a Florida not-for-profit corporation,  
Cross-Defendant;

vs.

Page 1 of 11

EXHIBIT "A"

**Exhibit A**

INSTR # 113403467 Page 6 of 20

RONALD RUEDGER; MIKE HUGHES and  
JOYCE WEGLARZ,  
Third-Party Defendants.

and

BOB SOELL a/k/a ROBERT SOELL,  
Defendant/Third-Party Plaintiff,

vs.

JOHN STROBEL; RON RUEDGER; LEO VILLARI  
a/k/a LEO P. VILLARI, JR.; GEORGE YOUNG and  
JOYCE WEGLARZ,  
Third-Party Defendants.

---

**JOINT SETTLEMENT AGREEMENT**

THIS JOINT SETTLEMENT AGREEMENT ("Settlement Agreement"), is made on the date or dates indicated below by, between and among ILLINOIS APARTMENTS, INC., a Florida not for profit corporation, NEW YORK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("New York"), MICHIGAN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Michigan"), and PRESIDENT'S COUNCIL OF EASTWAY HARBOUR, ("President's Council") or (collectively, the "Plaintiffs") and PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, ("Pennsylvania"), MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Massachusetts"), and ALAN MARTUNEAC, individually, ROBERT SOELL, individually, BRIAN MONTERO, individually, RONALD RUEDGER, individually, MIKE HUGHES, individually, JOYCE WEGLARZ, individually, JOHN STROBEL, individually, and LEO VILLARI a/k/a LEO P. VILLARI, JR., individually, , or (collectively the "Defendants") and when applicable the Plaintiffs and Defendants shall be referred to as the Parties.

**WITNESSETH**

WHEREAS, In an effort to avoid continued litigation, without in any way admitting the propriety of the claims at issue between the Parties, the parties mutually desire to enter into this Settlement Agreement to settle all of the claims and issues pending in the above styled legal proceedings which includes all third-party actions and any claims asserted or un-asserted that any Party may have against any other Party arising out of the allegations in the above-styled proceedings (hereinafter the Litigation); and,

WHEREAS, the Parties have agreed to resolve the Litigation as set forth more fully in this Settlement Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, terms and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do mutually agree as follows:

1. Recitals. The foregoing recitals are true and correct in all respects and are fully incorporated into this Settlement Agreement by reference.

2. Creation of a Master Association. A new not for profit corporation shall be incorporated to serve as a Master Association, being a substitute for and assuming the powers of the President's Council. The provisions of the Common Use Agreement dated February 28, 1979, (which shall be incorporated into the Master Declaration, except as provided in Paragraph 3 below, and except where otherwise in conflict with this Agreement), and the new Master Association shall administer the properties and services currently available to all owners, and it shall have the authority to administer those common elements of the five condominiums as provided for in the Common Use Agreement. It shall expressly have the authority to administer and operate portions of the common elements, as set forth in the Common Use Agreement. Its authority to do so will be declared in a Master Declaration of Covenants, and it shall otherwise be governed by the Florida Condominium Act, Chapter 718, Florida Statutes. The five condominium association Parties expressly agree to the delegation by them of the power to administer those portions of their common elements as described in this Agreement. The Parties shall agree on the law firm or the attorney that shall create the Master Association and draft the Master Declaration within thirty (30) days of execution of this Settlement Agreement.

A. Funding of the Master Association. The new Master Association shall be capitalized in the amount of \$84,475.00, funded by the Parties as follows:

- i. Massachusetts: \$30,000.00 plus \$5,792.00;
- ii. Pennsylvania: \$13,125.00 plus \$4,671.50;
- iii. Illinois: \$10,000.00 plus \$3,930.67
- iv. New York: \$5,000.00 plus \$3,798.67
- v. Michigan: \$4,375.00 plus \$3,782.16

NOTE: All amounts shown as "plus" are the amounts necessary to satisfy the Pending Claims described in Paragraph E below. The funds necessary to satisfy the wait list for boat slips (as described in Paragraph E below) are being paid by Illinois, New York and Michigan out of the funds described herein.

B. Master Reserves. A portion of the initial capitalization funding described above, being \$31,250.00, will fund the new Master Association reserves.

- C. Counsel Funding. Another portion of the initial capitalization funding monies described above, being \$31,250.00, will fund the Master Associations operating account which will pay operating expenses, including but not limited to, the attorney's fees required to create the Master Association and draft the Master Declaration.
- D. Escrow. The initial capitalization monies shall be placed in the Trust Account of Sachs, Sax, & Caplan, to be held in escrow under the supervision of Angela Prudenti, Esq., to be disbursed as set forth above after the creation of the Master Association, except that a portion of the escrowed operating funds may be disbursed to pay the law firm chosen to create the Master Association and draft the Master Declaration.
- E. Settlement of Pending Claims. The following pending claims shall be paid out of the escrowed funds held by Sachs, Sax & Caplan, to-wit:
1. Brian Montero in the amount of \$11,000.00;
  2. Deerfield Beach Pest Control in the amount of \$4,500.00;
  3. Waiting List for Boat Slips in the amount of \$8,500.00 which includes the refunds due Robert Soell and Brian Montero. The funds for the Waiting List are being paid out of the funds received from Illinois, New York and Michigan as described above in Paragraph 2.A, iii, iv, and v.
- Sachs, Sax & Caplan shall be authorized to release these funds to the parties and/or their authorized representative upon execution of this Agreement.
- F. Remaining Funds. Any and all of the operating funds and/or reserves maintained by the current President's Council that exist at the time of the creation of the Master Association shall be paid to the Master Association.
- G. Management Company. The Parties shall agree to a management company prior to executing this Settlement Agreement so that the common areas are properly maintained or within 30 days of the execution of this Agreement. All payments shall be made to the new Management Company until such time as the Master Association is formed and a Board of Directors are nominated. Until a new budget is adopted pursuant to Section 3 of this Agreement, all expenses incurred from the date of this Agreement shall be shared by the condominium association parties in the percentages set forth in Paragraph 3, C, of this Agreement.

INSTR # 113403467 Page 9 of 20

- H. The Master Association shall have the authority to levy assessments against the five condominium associations to fund its operations and reserves for deferred maintenance. It shall have a lien on the individual units of a condominium whose association has failed to pay its assessments within 30 days of the due date. The lien shall be subject to Chapter 718, Florida Statutes.

3. Master Association Administration. Each Association will select one director to the Master Association's board of directors, the total number of directors being five. No person currently a member of the President's Council, namely, Susie Miller, Ron Ruedger, Mike Hughes, Joyce Weglarz, Alan Martuneao and Richard Brigden, may be a director of the Master Association. Directors shall be limited to two consecutive one-year terms.

- A. Budget. Approval of the budget requires approval of eighty percent of the directors, four votes.
- B. Special Assessments. Approval of a special assessment requires approval of eighty percent of the directors, four votes. In the event that eighty percent approval is not obtained, a special assessment may be approved by seventy-five percent of the unit owners in each condominium. In the event a special assessment proposal does not obtain the approval of seventy five percent of any one of the condominium associations, that proposal affirmatively fails.
- C. Income. The Master Association's assessments, regular and special, are to be allocated in the same pro rata share as the allocation of income/assessments for the President Council which is:

i.	Massachusetts	48.27586%
ii.	Pennsylvania	20.68966%
iii.	Illinois	15.88207%
iv.	New York	8.27586%
v.	Michigan	6.89655%
	<b>TOTAL</b>	<b>100%</b>

- D. Property Manager. The Master Association's property manager must be a licensed CAM, and cannot be any of the current Parties' managers or any of their management companies, or any of such manager or management company that was serving any of the Parties from and after May 24, 2012, and further specifically prohibiting any such managers from directly or indirectly, owning, managing, operating, joining, controlling, or participating in the ownership, management, operation or control of, or be employed or connected in any manner, with or by any of the prohibited management companies, their successors and/or assigns or their subsidiaries.

E. Daily Administration. The daily administration of the Master Association shall be governed by the following:

- I. Utility bills, and other non-contract recurring expenses, that are budgeted may be paid by authorization of 2 of the following:
  - (a) The President and the Manager, or in the absence of the President;
  - (b) The Treasurer and the Manager, or in the absence of the Treasurer;
  - (c) The Vice-President and the Manager, or in the absence of the Vice-President;
  - (d) The Secretary and the Manager.
- II. If a budgeted expenditure is to be the subject of a contract, then the contract shall be approved by eighty percent (80%) of the Board of Directors of the Master Association;
- III. A non-budgeted expenditure shall be approved with the same vote as a special assessment as described below:
  - a. Material alterations to the Harbor or the commonly owned property, the cost of which exceeds five percent (5%) of the annual budget of the Master Association, shall require the approval of one hundred percent (100%) of the Board of Directors or if the necessary approval of the Board of Directors is not obtained, then seventy five percent (75%) of the Unit Owners of each Condominium Association. A material alteration is defined as having a cost exceeding five (5%) percent of the annual budget of the Master Association and shall require the approval of one hundred (100%) percent of the Board of Directors or if the necessary approval of the Board of Directors is not obtained, then seventy five (75%) of the Unit Owners of each condominium. In the event a proposed material alteration does not obtain the required approval(s), that proposal affirmatively fails.
  - b. Non-material alterations to the Harbor or the commonly owned property, require approval of eighty (80%) percent of the Board of Directors. In the event a proposed non-material alteration does not obtain the approval of seventy five (75%) of the Unit Owners of

each condominium, that proposal affirmatively fails.

F. Amendments to Governing Documents.

- i. Amendments to the Master governing documents and rules shall be approved by a unanimous vote of the Board of Directors, or if the necessary approval of the Board of Directors is not obtained, then seventy-five percent (75%) of the members of each Condominium Association. In the event a proposed amendment does not obtain the approval of seventy five percent of any one of the condominium associations, that proposal affirmatively fails.

G. Other Voting Rights and Requirements.

- i. The Board of Directors may approve other matters by a majority vote at a meeting at which a quorum is present. A quorum for this Section shall be defined as four (4) members of the Board of Directors.
- ii. Election of officers shall be by an eighty percent (80%) vote of the Board of Directors.

4. The Eastway Harbour. The Eastway Harbour Waterway Rules and Regulations for the Waterway dated April 12, 2002, shall be incorporated into the Master Declaration, and a requirement that no use shall interfere with or be a hazard to navigation, if not in the Rules, shall also be incorporated into the Master Declaration with the following modifications:

- A. Pennsylvania Dockage. Pennsylvania will be entitled to utilize and unilaterally assign its boat slips a/k/a dockage within its condominium boundaries as it deems fit so long as Pennsylvania complies with the Rules being incorporated into the Master Declaration regarding size, licensure, ownership, rules relating to ingress and egress, as well as other applicable rules relating to having a boat in the harbor.

1. Owners of units in Pennsylvania.

- a. Shall have the right to seek dockage at Pennsylvania from Pennsylvania; but,
- b. Shall not have the right to dockage anywhere else in the harbor.



INSTR # 113403467 Page 12 of 20

- c. Pennsylvania may petition the Master Association at a later date should it choose to rejoin the harbor community once the Master Association is in place. Pennsylvania's petition may be approved by a vote of four (4) of the Board of Directors for the new Master Association.
- B. Owners of units in condominiums other than Pennsylvania shall have no right to dockage at Pennsylvania unless and until Pennsylvania rejoins the Harbour Committee pursuant to Section 4.A.1.c..
- C. Interim Assignments. Unit owners and Co-Defendants, Brian Montero and Robert Soell shall retain their assigned dockage in the same manner as any other unit owner is assigned dockage.
- D. Wait List. If a unit owner on the wait list drops off the list and is entitled to disbursement of the \$500.00 wait list fee, any owner who paid the wait list fee before May 1, 2015, shall receive disbursement from Illinois, Michigan and New York out of the escrowed funds described in Section 2.D and E. Co-Defendants, Brian Montero and Robert Soell shall be refunded his deposit by Illinois, Michigan and New York out of the escrowed funds described in Section 2.D and E, within 30 days of execution of this agreement. Wait list fees paid after May 1, 2015 shall be placed in a segregated account by the newly created Master Association and used for no other purposes.
- E. Alterations. No Party hereto nor any unit owners shall make any alterations or improvements to the waterway without the written approval of the Master Association.
- F. Harbour Committee. Upon execution of this Agreement, the Harbour Committee shall cease to exist and the harbor shall be managed by the Board of Directors for the new Master Association, notwithstanding that the harbor is made up of common elements of the five condominium associations. The Master Declaration shall incorporate and amend, as necessary, the Eastway Harbour Waterway Rules and Regulations for the Waterway dated April 12, 2002. Upon proper motion by any Board member of the Master Association, and upon the approval of four (4) of the five (5) Board members of the Master Association, the Harbour Committee may be reconstituted to manage the harbor. No member of the reconstituted Harbour Committee may be a member of the Board of Directors of the Master Association nor may any of the following owners: Susie Miller, Ron Ruedger, Mike Hughes, Joyce Weglarz, Alan Martuneac and Richard Bridgen.

INSTR # 113403467 Page 13 of 20

5. Elevator Tower Use and Maintenance Agreement. Illinois and Pennsylvania have agreed to modify and clarify the terms relating to the use and maintenance of the common elevator tower and parking spots as originally described in Common Use Agreement and by reference, incorporate that Elevator Tower Use and Maintenance Agreement dated April 3, 2015 to this Settlement Agreement. The Elevator Tower Use and Maintenance Agreement shall be recorded in the Public Records of Broward County, Florida upon completion of the settlement terms contained herein.

6. Procedure for Effectuating this Settlement Agreement.

- A. The pleadings shall be amended to frame the claims as *Fla.R.Civ.P.* Rule 1.221 class actions with each association serving as class action representatives of that association's members/condominium unit owners, the intent to create a proceeding in which each member/owner is bound by the court's final judgment, the parties to then provide a proposed final judgment to the court for entry to settle the class action claims.
- B. All Parties shall exchange mutual releases in the form attached.
- C. Each Party shall bear their own attorney's fees and costs.
- D. Co-Defendants Robert Soell and Brian Montero's claims against the Plaintiffs, if any, are settled by this Settlement Agreement.

7. Court Approval. This Settlement Agreement shall be submitted to the Judge presiding over this action with a proposed Order approving the settlement outlined herein, ordering the Parties to abide by its terms, dismissing the action, including all counterclaims, crossclaims, and third party claims, with prejudice and reserving jurisdiction to enforce the terms of this Settlement Agreement.

8. Warranty of Authority. Each and every signatory to this Settlement Agreement acknowledges, represents and warrants that he or she has the right and authority to execute this Settlement Agreement and in the capacity so designated.

9. Fully Integrated Agreement. The Parties acknowledge that there are no oral or implied agreements or understandings not so specifically set forth. All prior discussions and negotiations concerning the subject matter of this Settlement Agreement have been merged and integrated into, and are superseded by, this Settlement Agreement. This Settlement Agreement may not be altered or varied except by a writing duly signed by the Parties. This Settlement Agreement shall not become effective until signed by all Parties.

10. No Admission of Liability. Nothing in this Settlement Agreement is or shall be construed as an admission of any breach, wrongdoing, negligence or liability on the part of any of the Parties.

INSTR # 113403467 Page 14 of 20

11. Enforcement; Prevailing Party Legal Fees. In the event of litigation arising out of the interpretation and/or enforcement of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable legal fees, including attorney's fees, and costs both at the trial and appellate levels.

12. Review by Counsel; Voluntary Agreement. The Parties confirm they have had the terms of this Settlement Agreement explained to them by their attorneys, and by executing this Settlement Agreement they represent that they are relying upon their own judgment and the advice of the counsel of their choosing, and are not relying upon any recommendations or representations of any opposing party, opposing counsel or other representative, other than those representations expressly in this Settlement Agreement.

13. Mutually Negotiated; No Presumptions. The terms of this Settlement Agreement were mutually negotiated, the Parties were represented by their own attorneys and none of the Parties are entitled to any presumption with respect to the terms contained herein.

14. Headings. The section and other headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

15. Severability. If any provision(s) of this Settlement Agreement or any part of any provision of this Settlement Agreement is found to be invalid by a court of competent jurisdiction, such ruling shall not affect the validity of any other provision(s) or part(s) of this Settlement Agreement.

16. Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, assigns, heirs and personal representatives, but none of the Parties shall assign any of its rights or obligations hereunder without the written consent of all the other Parties. This provision shall survive the Settlement Agreement.

17. Execution in Counterparts and by Telefax or Email. This Settlement Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Settlement Agreement may be delivered by facsimile and by scanned pdf image.

SIGNATURES ON THE FOLLOWING PAGE

INSTR # 113403467 Page 15 of 20

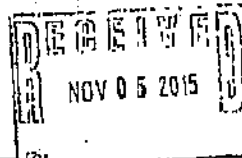
Nov 05 2015 9:04PM HP Fax

page 1

11/05/2015 19:56 9543414889

SWIFT

PAGE 01/01



ILLINOIS APARTMENTS, INC. BY: _____ DATE: _____	NEW YORK CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
MICHIGAN CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	PRESIDENT'S COUNCIL OF EASTWAY HARBOUR BY: _____ DATE: _____
PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
ALAN MARTUNEAG BY: _____ DATE: _____	ROBERT SOELL BY: <u>[Signature]</u> DATE: <u>11/5/15</u>
BRIAN MONTERO BY: _____ DATE: _____	RONALD RUEDGER BY: _____ DATE: _____
MIKE HUGHES BY: _____ DATE: _____	JOYCE WEGLARZ BY: _____ DATE: _____
JOHN STROBEL BY: _____ DATE: _____	LEO VILLARI aka LEO P. VILLARI, JR. BY: _____ DATE: _____

INSTR # 113403467 Page 16 of 20

11/12/15 05:05PM


HP LASERJET FAX

617-623-5825

p.02

ILLINOIS APARTMENTS, INC. BY: _____ DATE: _____	NEW YORK CONDOMINIUM ASSOCIATION, INC. BY: <u>[Signature]</u> DATE: <u>11/12/2015</u>
MICHIGAN CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	PRESIDENT'S COUNCIL OF EASTWAY HARBOUR BY: _____ DATE: _____
PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC. BY: <u>[Signature]</u> DATE: <u>OCT 29 2015</u>	MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
ALAN MARTUNEAO BY: <u>[Signature]</u> DATE: <u>OCT 29 2015</u>	ROBERT SOELL BY: _____ DATE: _____
BRIAN MONTERO BY: _____ DATE: _____	RONALD RUEDGER BY: _____ DATE: _____
MIKE HUGHES BY: _____ DATE: _____	JOYCE WEGLARZ BY: _____ DATE: _____
JOHN STROBEL BY: _____ DATE: _____	LEO VILLARI a/k/a LEO P. VILLARI, JR. BY: <u>[Signature]</u> DATE: <u>11/12/2015</u>

INSTR # 113403467 Page 17 of 20

ILLINOIS APARTMENTS, INC. BY: _____ DATE: _____	NEW YORK CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
MICHIGAN CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	PRESIDENT'S COUNCIL OF EASTWAY HARBOUR BY: _____ DATE: _____
PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
ALAN MARTUNEAG BY: _____ DATE: _____	ROBERT SOELL BY: _____ DATE: _____
BRIAN MONTERO BY:  DATE: 11-13-2015	RONALD RUEDGER BY: _____ DATE: _____
MIKE HUGHES BY: _____ DATE: _____	JOYCE WEGLARZ BY: _____ DATE: _____
JOHN STROBEL BY: _____ DATE: _____	LEO VILLARI a/k/a LEO P. VILLARI, JR. BY: _____ DATE: _____

INSTR # 113403467 Page 18 of 20

11/12/2015 15:18 2692

OFFICEDEPOT

PAGE 82/82

ILLINOIS APARTMENTS, INC. BY: _____ DATE: _____	NEW YORK CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
MICHIGAN CONDOMINIUM ASSOCIATION, INC. BY: <u>James Neglarz</u> DATE: <u>11/21/2015</u>	PRESIDENT'S COUNCIL OF EASTWAY HARBOUR BY: _____ DATE: _____
PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC. BY: <u>[Signature]</u> DATE: <u>OCT 29 2015</u>	MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
ALAN MARTINEAC BY: <u>[Signature]</u> DATE: <u>OCT 29 2015</u>	ROBERT SOELL BY: _____ DATE: _____
BRIAN MONTERO BY: _____ DATE: _____	RONALD RUEDGER BY: _____ DATE: _____
MIKE HUGHES BY: <u>[Signature]</u> DATE: <u>NOV 12 2015</u>	JOYCE WEGLARZ BY: <u>[Signature]</u> DATE: <u>11/12/2015</u>
JOHN STROBEL BY: _____ DATE: _____	LEO VILLARI a/k/a LEO P. VILLARI, JR. BY: _____ DATE: _____

INSTR # 113403467 Page 19 of 20

DocuSign Envelope ID: BC9248AD-B341-4C84-B7A1-68C8C49A1FA5

ILLINOIS APARTMENTS, INC. BY: _____ DATE: _____	NEW YORK CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
MICHIGAN CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	PRESIDENT'S COUNCIL OF EASTWAY HARBOUR BY: _____ DATE: _____
PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC. DecuSigned by: BY: <u>P. Suzanne Miller</u> DATE: <u>8/28/2014 11:54:13</u>
ALAN MARTUNEAC BY: _____ DATE: _____	ROBERT SOELL BY: _____ DATE: _____
BRIAN MONTERO BY: _____ DATE: _____	RONALD RUEDGER BY: _____ DATE: _____
MIKE HUGHES BY: _____ DATE: _____	JOYCE WEGLARZ BY: _____ DATE: _____
JOHN STROBEL BY: <u>John Strobel</u> DATE: <u>November 18, 2015</u>	LEO VILLARI a/k/a LEO P. VILLARI, JR. BY: _____ DATE: _____



INSTR # 113403467 Page 20 of 20, End of Document

ILLINOIS APARTMENTS, INC. BY: <u>Ronald L. Ruedger</u> DATE: <u>11-12-15</u>	NEW YORK CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
MICHIGAN CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____	PRESIDENT'S COUNCIL OF EASTWAY HARBOUR BY: <u>Ronald L. Ruedger</u> DATE: <u>11-12-15</u>
PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC. BY: <u>[Signature]</u> DATE: <u>OCT 29 2015</u>	MASSACHUSETTS CONDOMINIUM ASSOCIATION, INC. BY: _____ DATE: _____
ALAN MARTUNEAC BY: <u>[Signature]</u> DATE: <u>OCT 29 2015</u>	ROBERT SOELL BY: _____ DATE: _____
BRIAN MONTERO BY: _____ DATE: _____	RONALD RUEDGER BY: <u>Ronald L. Ruedger</u> DATE: <u>11-12-15</u>
MIKE HUGHES BY: _____ DATE: _____	JOYCE WEGLARZ BY: _____ DATE: _____
JOHN STROBEL BY: _____ DATE: _____	LEO VILLARI a/k/a LEO P. VILLARI, JR. BY: _____ DATE: _____

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
EASTWAY HARBOR MASTER ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

We, the undersigned, being Directors of Eastway Harbor Master Association, Inc., a Florida corporation not for profit ("Master Association"), and the prospective members of the Master Association, do hereby certify:

1. The Master Association was originally incorporated on November 19, 2015, under Document Number N15000011190, pursuant to Chapter 617 of the laws of the State of Florida;
2. The original Articles of Incorporation of the Master Association ("Original Articles") are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes.
3. These Amended and Restated Articles of Incorporation were duly adopted by the Board at a Meeting of the Board held on September 6th, 2017.
4. These Amended and Restated Articles of Incorporation have been duly executed by all of the Directors and Members of the Master Association on the date hereinafter set forth on the execution page.
5. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration.

1. "Articles" means these Amended and Restated Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments which each Condominium Association is obligated to collect from its Unit Owners and pay to the Master Association which are levied by the Master Association in accordance with the Eastway Harbor Master Documents.
3. "Board" means the Board of Directors of the Master Association.



4. "Bylaws" mean the Bylaws of the Master Association and any amendments thereto.
5. "Condominium Act" means Chapter 718, Florida Statutes, as amended through the date of recording of the Master Declaration amongst the Public Records of Broward County, Florida.
6. "County" means Broward County, Florida.
7. "Director" means a member of the Board.
8. "Eastway Harbor" or "Community" means the residential development located in the County which encompasses the real property described in Exhibit "A" to the Master Declaration, and comprises Units and the Condominiums currently existing therein.
9. "Eastway Harbor Documents" means, in the aggregate, the Master Declaration, these Articles, the Bylaws, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" (as such term is defined in the Master Declaration).
10. "Master Association" means Eastway Harbor Master Association, Inc., a Florida corporation not for profit. The "Master Association" is a condominium association and is intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).
11. "Master Association Property" means the property defined as "Master Association Property" in the Declaration.
12. "Master Declaration" means the Master Declaration of Covenants, Conditions, Restrictions and Easements for Eastway Harbor, recorded or to be recorded in the Public Records of the County, and any amendments thereto.
13. "Member" means a member of the Master Association.
14. "Operating Expenses" means the expenses for which Members are liable to the Master Association as described in the Eastway Harbor Documents and include, but are not limited to, the costs and expenses incurred by the Master Association in administering, operating, maintaining, financing, repairing, managing, reconstructing, replacing and/or improving, the Master Association Property and improvements thereon and all costs and expenses incurred by the Master Association in carrying out its powers and duties hereunder or under any other Eastway Harbor Documents.
15. "Owner" means the record owner, whether one (1) or more persons or entities of the fee simple title to any Unit within Eastway Harbor, but excluding therefrom those having such interest as security for the performance of an obligation.
16. "Unit" means a residential dwelling unit within Eastway Harbor which is designed and intended for use and occupancy as a residence.

Unless otherwise defined herein, the terms defined in the Master Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

## ARTICLE II NAME

The name of this corporation shall be EASTWAY HARBOR MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, whose initial principal office and mailing address shall be % Miami Management, 14275 S W 142 Avenue, Miami, FL 33186.

## ARTICLE III PURPOSES

The purpose for which the Master Association is organized is to operate, administer, finance, insure, repair, replace, manage, lease and maintain the Master Association Property in accordance with the terms of, and purposes set forth in, the Eastway Harbor Documents and to carry out the covenants and enforce the provisions of the Eastway Harbor Documents.

## ARTICLE IV POWERS

The Master Association shall have the following powers and shall be governed by the following provisions:

A. The Master Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Master Association shall have all of the powers granted to the Master Association in the Eastway Harbor Documents. All of the provisions of the Master Declaration and Bylaws which grant powers to the Master Association are incorporated into these Articles.

C. The Master Association shall have all of the powers reasonably necessary to implement the purposes of the Master Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Eastway Harbor Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Master Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Master Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Master Association.

4. To administer, maintain, finance, insure, repair, replace, manage, and lease the Master Association Property in accordance with the Eastway Harbor Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Eastway Harbor Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing, and management of the Master Association Property and to enter into any other agreements consistent with the purposes of the Master Association, including, but not limited to, agreements with respect to professional management of the Master Association Property and to delegate to such professional management certain powers and duties of the Master Association.

7. To enter into the Master Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain the portions of Eastway Harbor in accordance with the Master Declaration in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Eastway Harbor.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Master Association Property, all in accordance with the Master Declaration and, as security for any such loan, to collaterally assign the Master Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

#### ARTICLE V MEMBERS AND VOTING

A. The Master Association shall have five (5) classes of voting membership:

1. "Illinois Condominium" Members shall be the Owners of Units in the condominium operated by Illinois Apartments, Inc. ("Illinois").

2. "Massachusetts Condominium" Members shall be the Owners of Units in the condominium operated by Massachusetts Condominium Association, Inc. ("Massachusetts").

3. "Michigan Condominium" Members shall be the Owners of Units in the condominium operated by Michigan Condominium Association, Inc. ("Michigan").

4. "New York Condominium" Members shall be the Owners of Units in the condominium operated by New York Condominium Association, Inc. ("New York").

5. "Pennsylvania Condominium" Members shall be the Owners of Units in the condominium operated by Pennsylvania Condominium Association, Inc. ("Pennsylvania").

Each of Illinois, Massachusetts, Pennsylvania, Michigan and New York are herein referred to as an "Condominium Association Member" but each such entity shall not have voting rights in the Master Association.

B. No Member may assign, hypothecate or transfer in any manner his or her membership in the Master Association except as an appurtenance to his or her Unit.

C. Any Member who conveys or loses title to a Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.

D. On any matter upon which Members have voting rights, there shall be only one (1) vote for each Unit. If there is more than one (1) Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Unit owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of that Condominium Association Member, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of a Condominium Association Member, the vote of such Unit shall not be considered for a quorum or for any other purpose with respect to Master Association matters.

Notwithstanding the foregoing provisions, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a voting certificate designating a Voting Member is not filed by the husband and wife with their Condominium Association Member, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Master Association by the other spouse, the vote of said Unit shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Unit vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Master Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the

contrary to the Master Association or the designation of a different Proxy by the other spouse, the vote of said Unit shall not be considered, but shall count for purposes of establishing a quorum.

E. A quorum of each Condominium Association Members shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of all of the Members of that Condominium Association Member.

#### ARTICLE VI TERM

The term for which the Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association shall be conveyed to a similar condominium association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Master Association and its properties in the place and stead of the dissolved Master Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and its properties.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of the Master Association was Mark B. Shorr, 800 SE 3<sup>rd</sup> Avenue, Suite 300, Fort Lauderdale, FL 33316.

#### ARTICLE VIII OFFICERS

The affairs of the Master Association shall be managed by the President of the Master Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Officers must be Members, or the parents, children or spouses of Members or officers, directors, members, managers, etc. of Members that are entities.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

#### ARTICLE IX FIRST OFFICERS

The names of the first officers who are to serve are as follows:

President	Lance Kluger
Vice President	David Yaworski
Secretary	Robert Soell
Treasurer	Richard Cauvel

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors of the Master Association shall be five (5). There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the first Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Lance Kluger	1536 S.E. 15 <sup>th</sup> Court, Apt. 608 Deerfield Beach, FL 33441
David Yaworski	1444 S.E. 15 <sup>th</sup> Court, Apt. 102 Deerfield Beach, FL 33441
Robert Soell	1511 S.E. 15 <sup>th</sup> Court, Apt. 505 Deerfield Beach, FL 33441
Richard Cauvel	1445 S.E. 15 <sup>th</sup> Court, Apt. 101 Deerfield Beach, FL 33441
Leo Villari	1445 S.E. 15 <sup>th</sup> Court, Apt. 301 Deerfield Beach, FL 33441

C. Each Condominium Association Member shall be entitled to elect one (1) Director. The method of selecting its Director shall be determined by each Condominium Association Member. At each Annual Meeting of the Master Association each Condominium Association Member shall announce the name of the person who shall serve as the Director selected by that Condominium Association Member. Condominium Association Members have the right to change their selected Director at any time and shall notify the Master Association whenever a change occurs.

D. The Annual Meeting shall be called by the Master Association, through the Board. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting.



E. The Board shall continue to be so designated, as described in Paragraph C above, at each subsequent Annual Members' Meeting.

F. A Director may be removed from office with or without cause only by the Condominium Association Member that selected such Director for any reason deemed to be in the best interests of such Condominium Association Member in accordance with the procedure determined by that Condominium Association Member. Any such recall shall be effective upon receipt of written notice to the Board from such Condominium Association Member. Such Condominium Association Member shall notify the Board in writing of the name of the person to replace such recalled Director who will be selected in accordance with the governing documents of such Condominium Association Member.

G. Directors shall be limited to two (2) consecutive one-year terms. After a person has been off the Board for a year, a Condominium Association Member may select such person once again to serve as its Director.

H. The resignation of a Director or the resignation of an officer of the Master Association shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Master Association or Members had, now have or will have or which any personal representative, successor, heir or assign of the Master Association or Members hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his or her being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled under statute or common law.

ARTICLE XII  
BYLAWS

The Bylaws shall be adopted by the Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII  
AMENDMENTS

A. These Articles may be amended either (i) by a unanimous vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board, or (2) by a 75% approval by all of the Members of each Condominium Association Member. In the event a proposed amendment does not obtain either unanimous approval of the Board or the approval of 75% of the Members of any one Condominium Association Member, that proposal fails.

B. Any number of proposed amendments may be submitted to the Board or the Members and voted upon by them at one (1) meeting.

C. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors on the Board setting forth their intention that an amendment to these Articles be adopted.

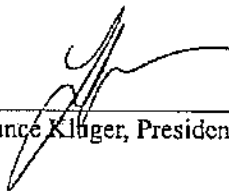
D. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Broward County, Florida.

ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is Miami Management, 14275 S W 142 Avenue, Miami, FL 33186, and the initial registered agent of the Master Association at that address shall be Rad Diaz.

The undersigned, being the President and Secretary of the Master Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were unanimously adopted by the Board of Directors of the Master Association on the 6th day of September, 2017.

**Eastway Harbor Master Association, Inc.,  
a Florida not-for-profit corporation**

By:   
Lance Kliger, President

Attest:   
Robert Soell, Secretary

## BYLAWS

### OF EASTWAY HARBOR MASTER ASSOCIATION, INC.

#### Section 1. Identification of Master Association

These are the Bylaws of EASTWAY HARBOR MASTER ASSOCIATION, INC. ("Master Association"), as duly adopted by its Board of Directors ("Board"). The Master Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the Master Association Property within Eastway Harbor in accordance with the Master Declaration and as set forth in the Articles of Incorporation of the Master Association ("Articles").

1.1. The principal office and mailing address of the Master Association shall be for the present at Miami Management, 14275 S W 142 Ave., Miami, FL 33186 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Master Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not For Profit."

#### Section 2. Definitions

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the "Master Declaration" amongst the Public Records of Broward County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary herein, references to any of the Eastway Harbor Documents shall be deemed to include any amendment to any such document as set forth therein.

#### Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article V of the Articles.

3.2. The Members shall meet annually at such place in the County on such place, date and at such time as determined by the Board and as designated in the notice of such meeting ("Annual Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members as a whole or any Members within one Condominium, as the case may be, shall be held at any place within the County whenever called by the President or Vice President of the Master Association or by a majority of the Board. When twenty percent (20%) of the voting interests of any Condominium petition the Board to address an item of business, the Board must place the item on the agenda at its next regular meeting or at a special meeting of the Board but not later than ninety (90) days after the receipt of the petition. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members as a whole shall also be applicable to meetings of Members within one Condominium.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Meeting or a special meeting of the Members) shall be mailed or hand delivered to each Member at the address of the Unit owned by such Member, or such other address as the Member shall notify the Master Association of in writing, or electronically transmitted to the location furnished by the Member for that purpose. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Meeting or special meeting of the Members shall be posted at a conspicuous place within the Community and each Condominium Association shall post the notice at a conspicuous place on its condominium property, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members as aforesaid, the Master Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Community. However, if broadcast notice is used in lieu of a notice posted physically, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. If a meeting of the Members, either a special meeting or an Annual Meeting, is one which, by express provision of the Act or Eastway Harbor Documents (provided the express provision of the Eastway Harbor Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 3.4, then such express provision shall govern.

3.5. The Members or any Members within one Condominium, as the case may be, may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or any Members within one Condominium, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a

time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) (or of the Voting Interests of the Members of a Condominium Association, as applicable) shall be binding on the Members as a whole or any Members of a Condominium Association, as the case may be, provided a quorum of the Members as a whole or any Members of a Condominium Association, as the case may be, submits a response. However, if the question is one upon which, by express provisions of the Act or the Eastway Harbor Documents (provided the express provisions of the Eastway Harbor Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. A quorum of any Members of a Condominium Association shall consist of persons entitled to cast votes on behalf of a majority of the Members in such Condominium Association. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Eastway Harbor Documents (provided the express provision of the Eastway Harbor Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members as a whole or any Condominium Association, as the case may be, cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. If a quorum is not in attendance at a meeting, the Members entitled to vote there at who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present with no further notice of such adjourned meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third ( $1/3$ ) of the Voting Interests of Members as a whole or Unit Owners in a Condominium at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members as a whole or Unit Owners in a Condominium present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members as a whole or Unit Owners in a Condominium and for all purposes except where otherwise provided by law, in the Master Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Unit Owners in a Condominium as elsewhere provided, which notice

must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.9. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Master Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.10. All Unit Owners in a Condominium shall vote in the manner stated in Article V of the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in Florida Statutes 718.112(2)(b)(2), but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Master Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.11. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Unit Owners in a Condominium, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.12. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations adopted by the Board. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations adopted by the Board.

#### Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Master Association shall be by a Board of five (5) Directors as set forth in the Articles. Directors must be Members of the Master Association or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors. Such individual shall be an officer, director, stockholder, member or partner of the entity.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference.

4.3. Vacancies on the Board shall be filled by the Condominium Association who selected the person to serve as a Director and not by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director. A Director selected to fill a vacancy shall hold office only until the next Annual Meeting.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Meeting and thereafter, until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. A Director may be removed from office with or without cause only by the Condominium Association that selected such Director in accordance with the procedure determined by that Condominium Association. Any such recall shall be effective upon written notice thereof to the Board given by the president or vice president of the Condominium Association.

4.6. Notice to Members of the Annual Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Meeting. In the event the newly elected Board announces at the Annual Meeting that it will not have its organizational meeting immediately after the Annual Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting of the Board shall be necessary.

4.7. Regular meetings of the Board may be held at such date, time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Master Association. Special meetings must be called by the Secretary at the written request of two (2) Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112(2)(b)5, F.S.

4.8. Notice of the date, time, agenda and place of the organizational, regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or email at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the property of each Condominium Association, at least fortyeight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Notice of a meeting where non-emergency Special Assessments or amendments to rules regarding use of the Master Association Property will be considered shall be mailed, hand delivered or electronically transmitted to the Owners and posted conspicuously on the property of each Condominium Association not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the



physical posting of notice of any meeting of the Board on the property of each Condominium Association, the Master Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Community. However, if broadcast notice is used in lieu of a notice posted physically on the property of each Condominium Association, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Master Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. A quorum of the Board shall consist of the Directors entitled to cast four (4) of the five (5) votes of the entire Board. Except for the approval of the Budget and Assessments which requires the approval of four (4) Directors, matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Eastway Harbor Documents. A Director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Vice President shall preside provided the Vice President is a Director; otherwise the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint committees of the Board. Except in the event a harbor committee is established, which must have at least five (5) members, none of whom may be Directors, a committee shall have at least one (1) Director. The Board may also appoint other individuals who are not Directors to serve on a committee. Committees shall have and exercise such powers of the Board as may be delegated to such committees by the Board. The decision to establish a harbor committee requires the approval of four (4) of the five (5) Directors.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with

the rules and regulations adopted by the Board. All Board meetings shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations adopted by the Board.

Section 5.     Fining Procedure for Enforcement of the Eastway Harbor Documents;  
                  Fees

5.1.     A nonexclusive optional procedure for Board enforcement of the Eastway Harbor Documents, including the rules and regulations, shall be as follows:

5.1.1.   First Offense (1st Notice)

When the Master Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

5.1.2.   Second Offense (2nd Notice)

If the Master Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, the Master Association will provide by certified mail at least fourteen (14) days written notice and opportunity to the Owner, and, if applicable, its licensee or invitee, for a hearing to be held before a committee of other Owners to authorize a fine to be levied upon the violating Owner. If the committee does not agree with the fine, the fine may not be levied. The fine for a second offense may not exceed the maximum amount permitted by the Act.

5.1.3.   Third Offense (3rd Notice)

If the Master Association receives a third report that a violation has been repeated or has continued beyond the hearing of the committee referenced in Section 5.1.2 above and the committee ruled in favor of the fines being levied, the Owner will continue to incur the daily fine levied by the committee, in an amount not to exceed the maximum amount permitted by the Act.

5.1.4.   Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as referenced in Section 5.1.2 above, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

## 5.2. Exemptions and Hearings

(a) Any Owner may appear before a committee of other Owners as permitted by the Act to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) If the committee of other Owners do not agree with the fine, the fine may not be levied. Where the Master Association levies fines and the committee of other Owners have consented to such fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations and in accordance with the Act.

(c) Before any items of construction can be materially altered or demolished, judicial proceedings must be instituted by the Master Association.

5.3. A Condominium Association that fails to timely pay any Assessment to the Master Association shall be charged a late charge by the Master Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. A Condominium Association and Unit Owners within a Condominium Association that fail to pay Assessments shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Master Association's lien has been commenced. The Master Association may charge an administrative fee in addition to any interest charged in accordance with the Master Declaration in an amount not to exceed the greater of \$100.00 or five percent (5%) of each installment that the payment is late. Any payment received by the Master Association shall be applied first to any interest accrued by the Master Association, then to any administrative late fee, then to any court costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

5.4. (a) The existence of the Master Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Eastway Harbor Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

## 5.5. Written Inquiries by Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2), F.S., as it may be amended from time to time.

## Section 6. Officers of the Master Association

6.1. Executive officers of the Master Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Master Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Master Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium Master Association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Master Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Master Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Master Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Master Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Master Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Master Association in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Master Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Master Association nor preclude the contracting with a Director or an officer for the management of all or any portion of Eastway Harbor.

#### Section 7. Accounting Records; Fiscal Management

## 7.1. Accounting Records

(a) The Master Association shall maintain the official records of the Master Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Units or their authorized representatives at reasonable times. The Master Association may charge Owners, owners of first mortgages on Units or their authorized representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Master Declaration, Articles, Bylaws, Rules and Regulations, and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Master Association maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Master Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a quarterly statement of the account for each Unit or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each Assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Master Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) A report of the actual receipts and expenditures of the Master Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act. The Report shall be prepared consistent with the requirements of Rule 61B22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member, if requested, not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery, mailing or electronic transmission to the Member at the last known address shown on the books and records of the Master Association. Any mortgagee of a Unit may have an audited financial statement of the Master Association's accounts prepared at its own expense, if there is no audited financial statement available from the Master Association.

## 7.2. Budget

(a) The Board shall adopt a Budget for the Operating Expenses of the Master Association Property ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose prior to the end of the current fiscal year. Prior to the Budget Meeting a proposed Budget for Eastway Harbor shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to Eastway Harbor:

(i) Administration of the Master Association

- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Taxes upon Eastway Harbor, if any
- (vi) Insurance
- (vii) Security provisions
- (viii) Other expenses
- (ix) Operating capital
- (x) Reserves for Capital Expenditures and Deferred Maintenance

(b) The Budget for Eastway Harbor constitutes an estimate of the expenses to be incurred by the Master Association for and on behalf of the Master Association. Except as may be set forth in the Master Declaration, the procedure for the allocation of the expenses attributable to the Condominium Associations, which shall be common expenses of each of the Condominiums, shall be as follows:

Illinois	15.86207%
Massachusetts	48.27586%
Michigan	6.89655%
New York	8.27586%
Pennsylvania	20.68966%

(c) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Master Association Property. The Budget for Eastway Harbor shall include, on an annual basis, the establishment of reserve accounts for Eastway Harbor expenditures and deferred maintenance of the Master Association Property. The reserve accounts shall include, but not be limited to, seawall, parking areas and roadway repairs and replacement regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of Members, at a duly called meeting of the Master Association, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.

(d) Copies of the applicable proposed Budget and notice of the exact date, time and place of the Budget Meeting shall be mailed or emailed to each Member at the Member's last known address, as reflected on the books and records of the Master Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for the Master Association shall not alter or abrogate the obligation to pay Operating Expenses.

(e) In administering the finances of the Master Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received

by the Master Association in any calendar year may be used by the Master Association to pay expenses incurred by the Master Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with generally accepted accounting standards and principles.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Master Declaration.

(g) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Master Association Property for anticipated expenses by the Master Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

### 7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such Assessments for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Master Association Property;

(2) Expenses of the Master Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Assessments for betterments to the Master Association Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty one (21) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Units, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Operating Expenses. The adoption of the revisions to the Budget of Operating Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Units in Eastway Harbor. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Operating Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Operating Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

#### 7.4. Allocation of Operating Expenses

(a) The portion of the expenses to be allocated to the operation and management of Eastway Harbor shall be set forth in the Budget and shall constitute the Operating Expenses of Eastway Harbor. The Operating Expenses shall be apportioned to each Condominium Association as set forth in Section 7.2(a) hereof. Each Condominium Association shall then apportion its allocated share among its Owners based upon their respective share of common expenses, as provided in the applicable declaration of condominium.

(b) Notwithstanding the allocation to each Condominium Association of its share of Operating Expenses, each Condominium Association shall also be liable for any Special Assessments levied by the Board as provided in the Eastway Harbor Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Operating Surplus. The Master Association shall collect Assessments and Special Assessments for Operating Expenses from each Condominium Association, or directly from an Owner, in the manner set forth in the Eastway Harbor Documents.



#### 7.5 Collection of Assessments

Each Condominium Association shall collect the Assessments due from the Members who are Owners of Units within such Condominium Association or the Board may determine that Members pay Assessments directly to the Master Association if the Condominium Association fails to pay its share of Operating Expenses to the Master Association.

#### 7.6 Depository

The depository of the Master Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Master Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Master Association shall be authorized to sign checks on behalf of the Master Association, unless otherwise specified by the Board.

#### Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Master Association Property at any meeting of the Board; provided such rules and regulations are not inconsistent with the Eastway Harbor Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the books and records of the Master Association and shall not take effect until fortyeight (48) hours after such mailing.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Master Association when not in conflict with the Eastway Harbor Documents or the Act. In the event of a conflict, the provisions of the Eastway Harbor Documents and the Act shall govern.

#### Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended by unanimous consent of the Directors or if such vote of the Board is not obtained, then by the affirmative vote of not less than 75% of the Members of each Condominium Association, represented in person or by Proxy at a properly held Annual Meeting or special meeting of the Membership. In the event a proposed amendment does not obtain the approval of 75% of the Members of any one Condominium Association, that proposal fails. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Unit or the validity of such mortgage.

#### Section 11. Fidelity Bonding

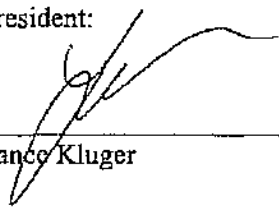
The Master Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Master Association in accordance with Section 718.111(11)(h) of the Act.

#### Section 12. Arbitration

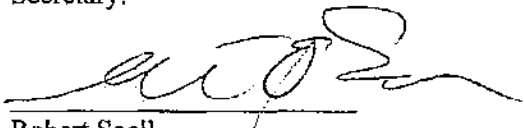
Pursuant to Section 718.1255 of the Act, mandatory nonbonding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

The foregoing Bylaws of Eastway Harbor Master Association, Inc. were duly adopted by the Board of Directors on the 6th day of September, 2017.

President:

  
\_\_\_\_\_  
Lance Kluger

Secretary:

  
\_\_\_\_\_  
Robert Soell

**EXHIBIT "D"**  
**MASTER ASSOCIATION PROPERTY**

The Master Association Property shall consist of the property described in the Common Use Agreement dated February 28, 1979 and recorded on March 12, 1979 in O.R. Book 8089, Page 595, more specifically page 600, of the Public Records of Broward County, Florida as hereinafter more specifically described as follows:

**Pool #1**

Commencing at the Southwest corner of Lot 9 of the Sub-division of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the plat thereof, as recorded in Plat Book "B" at Page 154 in the Public Records of Dade County, Florida, thence run Easterly 170.00 feet along the South line of said Lot 9; thence run Northerly 130.00 feet on a line parallel to the West line of said Lot 9 to the Point of Beginning; thence continue Northerly 70.00 feet on the afore-mentioned course; thence run Westerly 50.00 feet on a line parallel with the South line of said Lot 9; thence run Southerly 70.00 feet on a line parallel to the West line of said Lot 9; thence run Easterly 50.00 feet on a line parallel to the South line of said Lot 9 to the Point of Beginning.

Said lands situate in Broward County, Florida.

**Pool #2**

Commencing at the Southwest corner of Lot 9 of the Sub-division of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the plat thereof as recorded in Plat Book "B" at Page 154 in the Public Records of Dade County, Florida, thence run Easterly 390.00 feet along the South line of said Lot 9; thence run Northerly 60.00 feet, on a line perpendicular to said South line, to the Point of Beginning; thence continue along the same line Northerly 105.00 feet; thence run Easterly 60.00 feet along a line 165 feet North of and parallel to said South line of Lot 9; thence run South 105.00 feet on a line perpendicular to the previous course; thence run Westerly 60.00 feet on a line 60 feet North of and parallel to said South line of Lot 9, to the Point of Beginning.

Said lands situate in Broward County, Florida.

**Connecticut Site**

Commencing at the Southwest corner of Lot 9 of the Sub-division of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the plat thereof as recorded in Plat Book "B" at Page 154 in the Public Records of Dade County, Florida, thence run Easterly 170.00 feet along the South line of said Lot 9 to the Point of Beginning; thence continue to run Easterly 220.00 feet along said South line of Lot 9; thence run Northerly 165.00 feet along a line perpendicular to said South line of said Lot 9; thence run Westerly 220.78 feet along a line 165 feet North of and parallel to said South line of said Lot 9 to a point of intersection with the East line of the West 170.0 feet of said Lot 9; thence run Southerly 165.0 feet along said East line to the Point of Beginning.

Said lands situate in Broward County, Florida.

**Exhibit D**

### CONDOMINIUM ASSOCIATIONS

In addition to the foregoing, the common elements for the following Condominium Associations shall be maintained by the Master Association as provided for in the Master Declaration, but the use and enjoyment of those common elements and limited common elements are limited to the Unit Owners of the specific Condominium Association only, to-wit:

ILLINOIS APARTMENTS, INC., a condominium, as recorded in Official Records Book 29873, Page 1953; and

NEW YORK, a condominium, as recorded in Official Records Book 13284, Page 69; and

MICHIGAN BUILDING, a condominium, as recorded in Official Records Book 13284, Page 165; and

MASSACHUSETTS CONDOMINIUM, a condominium as recorded in Official Records Book 27146, Page 230; and

PENNSYLVANIA CONDOMINIUM, a condominium, as recorded in Official Records Book 28900, Page 1217; and

all of the Public Records of Broward County, Florida.

79-76539

INSTRUMENT PREPARED BY: STEVEN FINE, P.A.  
AND  
RETURN TO: 3890 W. Commercial Blvd.  
Ft. Lauderdale FL 33309

- \* Located at entrance from Intracoastal waterway and running westerly for a distance of approximately 165 feet.

## COMMON USE AGREEMENT

THIS AGREEMENT entered into this 28<sup>th</sup> day of February, 1979, by and between the undersigned Co-operative Corporations.  
WHEREAS, on the 28 day of February, 1979, each of the following Co-operative Corporations extinguished its land lease encumbering its respective underlying fees more fully described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, said land lease included certain covenants between the Co-operative Corporations regarding the common or joint use rights of given Corporations in property leased by certain other Corporations, and

WHEREAS, said Co-operative Corporations are desirous of continuing said use rights and further enumerating future additional use rights.

NOW, THEREFORE, in consideration of the mutual covenants and promise of the Parties, it is agreed as follows:

1. The groin wall (seawall) separating the drainage ditch from the Marina and the fence along the southern property line of EASTWAY VILLAGE shall be part of common ground to be shared and maintained by each of the Parties to this Agreement.
2. The putting green in front of the Pennsylvania Building, the putting green on the Connecticut site, and the shuffleboard courts in the rear of the New York, Massachusetts and Michigan Buildings shall be for the common use of all the Certificate Holders of all of the Co-operative Corporations, which are signatories herein.
3. Car washing areas on the Connecticut site and the Pennsylvania Apartments, Inc. property shall be for the common use of all of the Certificate Holders of all of the Co-operative Corporations, which are signatories herein.
4. a) Parking spaces Nos. 32 through 35 inclusive on the property owned by Pennsylvania Apartments, Inc., east of the elevator shaft of Illinois Apartments, Inc. shall be for the exclusive use and enjoyment of the Certificate Holders of Illinois Apartments, Inc.  
b) Parking spaces behind Michigan Apartments, Inc. shall be for the common use of all Certificate Holders of all Co-operative Corporations, which are signatories herein, unless otherwise designated.  
c) Parking spaces Nos. 68 through 73 inclusive on the Connecticut site shall be for the exclusive use of the Certificate Holders of Massachusetts Apartments, Inc. and all the remaining parking spaces for the common use of all the Certificate Holders of all the Co-operative Corporations which are signatories herein.
5. The use of the elevator in the Illinois Apartments, Inc. shall be for the joint use of the Certificate Holders of both Illinois Apartments, Inc. and Pennsylvania Apartments, Inc. The expenses and cost of maintaining said elevator annex shall be shared by said Corporations subject to adjustments as circumstances may indicate.
6. New York Apartments, Inc. and Michigan Apartments, Inc. acknowledge the existence of underground gas pipe and gas tank feeding gas to heat the pool adjacent thereto and hereby grant a 2-1/2 foot easement on each side of said pipe and tank for their continued existence and necessary repair.
7. Both pools and recreation areas as well as the Connecticut site, unless so otherwise stated in this Agreement, shall be for the common use of all of the Certificate Holders of the Co-operative Corporations which are signatories herein.
8. Thirteen storage lockers in the Illinois elevator annex shall be and remain the exclusive property of the Certificate Holders in the Pennsylvania Apartments, Inc.
9. The Lawrence Waterway Docks and Waterway, enclosed by concrete seawall and concrete railings, shall be part of the common property of all Certificate Holders of all Co-operative Corporations and maintained as such.
10. The above provisions are to be construed as covenants running with the land for all property described in Exhibit "A" attached hereto and made a part hereof.
11. There be a governing authority presently constituted as the Council to be given the right to provide guide lines to assure that the property and the buildings be maintained in a high standard, that uniformity will exist in the By-Laws, Occupancy Agreement, House Rules and Regulations, and all common grounds and the expense of maintaining same shall be shared equally by each Certificate Holder in a Co-operative Corporation which is a signatory herein.
12. Six (6) parking spaces in the rear of the New York Building shall be for the exclusive use of the Certificate Holders in the Illinois Apartments, Inc.
13. The seawall running along the eastern boundary of the Massachusetts Building

Page 1.

STEVEN FINE, P.A., ATTORNEY AT LAW, 3890 WEST COMMERCIAL BLVD., FT. LAUDERDALE, FLA. 33309 • (305) 464-2500

Exhibit E

shall be common property of all the Co-operative Corporations which are signatories herein and shall be maintained as such.

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands and seals  
this 28 day of February, 1979.

Attest: Christina H. Spencer

Attest: James H. Baker

Attest: Elizabeth H. Felt

Attest: Mattie J. Smith

Net: Christa Tarbark

7000 APARTMENTS, INC.

Ey: میں نے اس کو دیکھا ہے

Michael  
Michael S. APARTMENTS, INC.

By: Lawrence A. Kelly

~~1000~~ APARTMENTS, INC.

By: Kenneth A. Binkley

New York APARTMENTS, INC.

By: D. A. D. Wholf

Greene APARTMENTS, INC.

By: Clyde E. Hays

Page 8089 of 8089

STATE OF Fla )  
COUNTY OF Broward ) SS:

I HEREBY CERTIFY that on this 28 day of February, 1979,  
before me personally appeared

George P. Bergmann, as President, and Christina Smith, as Secretary  
of ILLINOIS APARTMENTS, INC.

James D. Nicholls, as President, and Raymond H. Iohr, as Secretary  
of MASSACHUSETTS APARTMENTS, INC.

Kenneth G. Kalina, as President, and Samuel Cooper, as Secretary  
of MICHIGAN APARTMENTS, INC.

D. D. DiBroff, as President, and Millie Ferrell, as Secretary  
of NEW YORK APARTMENTS, INC.

Clyde Hoyl, as President, and Anita Fairbanks, as Secretary  
of PENNSYLVANIA APARTMENTS, INC.

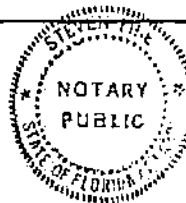
to me known to be the person described in and who executed the foregoing instrument,  
and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid  
this 28 day of Feb, 1979.

  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 29, 1982  
Bonded by American Surety Co.



SEE 8089 PAGE 597

Page Four

## Schedule A

PARCEL ONE: (NEW YORK)

The West 170 feet of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 18 South, Range 43 East, according to the plat thereof, as recorded in Plat Book "M" at Page 154 in the Public Records of Brevard County, Florida, excepting therefrom the following described parcel:

BEGINNING at the Southwest corner of said Lot 9, thence run Easterly 170.00 feet along the South line of said Lot 9; thence run Northerly 120 feet on a line parallel to the West line of said Lot 9; thence run Westerly 10.67 feet on a line parallel to said South line of Lot 9; thence run Southerly 35 feet on a line parallel to said West line of Lot 9; thence run Northerly 120 feet on a line parallel to said South line of Lot 9; thence run Southerly 165 feet along the West line of said Lot 9 to the Point of Beginning.

Said lands situate in Brevard County, Florida;

PARCEL TWO: (FLORIDA)

Beginning at the Southwest corner of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 18 South, Range 43 East, according to the plat thereof, as recorded in Plat Book "M" at Page 154 in the Public Records of Brevard County, Florida, thence run Easterly 170 feet along the South line of said Lot 9 to the Point of Beginning; thence run Northerly 120 feet on a line parallel to the West line of said Lot 9; thence run Westerly 10.67 feet on a line parallel to said South line of Lot 9; thence run Southerly 35 feet on a line parallel to said West line of Lot 9; thence run Northerly 120 feet on a line parallel to said South line of Lot 9; thence run Southerly 165 feet along the West line of said Lot 9 to the Point of Beginning.

Said lands situate in Brevard County, Florida;

PARCEL THREE: (HILTINGER)

BEGINNING at the Northwest corner of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 18 South, Range 43 East, according to the plat thereof as recorded in Plat Book "M" at Page 154 in the Public Records of Brevard County, Florida, thence run Easterly 170.0 feet along the North line of said Lot 9 to the Point of Beginning; thence continue Easterly 151.72 feet along said North line of Lot 9; thence run Southerly 51.11 feet, more or less, along a line perpendicular to said North line of Lot 9, to a point of intersection with a line 281 feet North of and parallel to the South line of said Lot 9; thence along said parallel line run Westerly 10.67 feet; thence run Southerly along a line perpendicular to the North line of said Lot 9, 116.00 feet to a point of intersection with a line 165 feet North of and parallel to the South line of said Lot 9; thence run Westerly along said parallel line 110.18 feet to a point of intersection with the East line of the West 170 feet of said Lot 9; thence run Northerly 167.40 feet along said East line to the Point of Beginning.

Said lands situate in Brevard County, Florida.

PARCEL FOUR: (BENTLEY)

BEGINNING at the Northwest corner of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 18 South, Range 43 East, according to the plat thereof as recorded in Plat Book "M" at Page 154 in the Public Records of Brevard County, Florida, thence run Easterly 171.72 feet along the North line of said Lot 9 to the Point of Beginning; thence run Southerly 51.11 feet, more or less, along a line perpendicular to said North line of Lot 9, to a point of intersection with a line 281 feet North of and parallel to the South line of said Lot 9; thence along said parallel line run Westerly 10.67 feet; thence run Southerly along a line perpendicular to the North line of said Lot 9, 116.00 feet to a point of intersection with a line 165 feet North of and parallel to the South line of said Lot 9; thence run Easterly along said parallel line 110.18 feet; thence run Northerly 167.22 feet along a line perpendicular to the North line of said Lot 9, to a point of intersection with said North line; thence run Westerly 291.40 feet along said North line of Lot 9 to the Point of Beginning.

Said lands situate in Brevard County, Florida.

BT  
R089  
Page 598



MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

Sheet Five (Continued)

CONTINUED at the Southwest corner of Lot 9 of the Sub-division of Government Lots 2 and 3 in Section 8, Township 48 South, Range 43 East, according to the plat thereof, as recorded in Plat Book 8 at Page 154 in the Public Records of Brevard County, Florida, thence run East 300 feet along the South line of said Lot 9 to the Point of Beginning; thence continue East 300.03 feet along said South line of Lot 9, to an intersection with the Westerly right-of-way line of the Intracoastal Waterway; thence run Northerly 140.43 feet along said Westerly right-of-way line; thence run Westerly 71.97 feet along a line perpendicular to said Westerly right-of-way line; thence run Northerly 7.65 feet along a line perpendicular to the last described course; thence run Westerly 67.61 feet along a line perpendicular to the last described course; thence run South 91.62 feet along a line forming an included angle of  $88^{\circ} 13'$  with the last described course, to an intersection with a line 67.6 feet North of and parallel to the aforesaid South line of Lot 9; thence run West 126 feet along said parallel line, said line being perpendicular to the last described course; thence run South 97.74 feet perpendicular to the last described course; thence run West 19 feet perpendicular to the last described course; thence run South 27 feet perpendicular to the last described course; thence run West 69 feet perpendicular to the last described course; thence run South 27 feet perpendicular to the last described course to the Point of Beginning.

are the following parcels:

CONTINUED at the Southwest corner of Lot 9 of the Sub-division of Government Lots 2 and 3 in Section 8, Township 48 South, Range 43 East, according to the plat thereof, as recorded in Plat Book 8 at Page 154 in the Public Records of Brevard County, Florida, thence run East 300 feet along the South line of said Lot 9 to the Point of Beginning; thence continue East 300.03 feet along said South line of Lot 9, to an intersection with the Westerly right-of-way line of the Intracoastal Waterway; thence run Northerly 140.43 feet along said Westerly right-of-way line; thence run Westerly 71.97 feet along a line perpendicular to said Westerly right-of-way line; thence run Northerly 7.65 feet along a line perpendicular to the last described course; thence run Westerly 67.61 feet along a line perpendicular to the last described course; thence run South 91.62 feet along a line forming an included angle of  $88^{\circ} 13'$  with the last described course, to an intersection with a line 67.6 feet North of and parallel to the aforesaid South line of Lot 9; thence run West 126 feet along said parallel line, said line being perpendicular to the last described course; thence run South 97.74 feet perpendicular to the last described course; thence run West 19 feet perpendicular to the last described course; thence run South 27 feet perpendicular to the last described course; thence run West 69 feet perpendicular to the last described course; thence run South 27 feet perpendicular to the last described course to the Point of Beginning.

Said lands situate in Brevard County, Florida.

Together with the buildings and improvements  
erected on the above described parcels

OFF 8089  
REC 599

(cont.)  
 COMMENCING at the Southwest corner of Lot 9 of the Sub-  
 division of Government Lots 2 and 3 of Section 8, Township 48  
 South, Range 43 East, according to the plat thereof, as record-  
 ed in Plat Book "B" at Page 154 in the Public Records of Dade  
 County, Florida, thence run Easterly 170.00 feet along the  
 South line of said Lot 9; thence run Northerly 130.00 feet on a  
 line parallel to the West line of said Lot 9 to the Point of  
 Beginning; thence continue Northerly 70.00 feet on the afore-  
 mentioned course; thence run Westerly 50.00 feet on a line paral-  
 lel with the South line of said Lot 9; thence run Southerly  
 70.00 feet on a line parallel to the West line of said Lot 9;  
 thence run Easterly 50.00 feet on a line parallel to the South  
 line of said Lot 9 to the Point of Beginning.

Said lands situate in Broward County, Florida.

*Pool*

COMMENCING at the Southwest corner of Lot 9 of the Subdi-  
 vision of Government Lots 2 and 3 of Section 8, Township 48 South,  
 Range 43 East, according to the plat thereof as recorded in Plat  
 Book "B" at Page 154 in the Public Records of Dade County, Flor-  
 ida, thence run Easterly 390.00 feet along the South line of said  
 Lot 9; thence run Northerly 60.00 feet, on a line perpendicular  
 to said South line, to the Point of Beginning; thence continue  
 along the same line Northerly 105.00 feet; thence run Easterly  
 60.00 feet along a line 165 feet North of and parallel to said  
 South line of Lot 9; thence run South 105.00 feet on a line per-  
 pendicular to the previous course; thence run Westerly 60.00  
 feet, on a line 60 feet North of and parallel to said South line  
 of Lot 9, to the Point of Beginning.

Said lands situate in Broward County, Florida.

*Connect Site*

Commencing at the Southwest corner of Lot 9 of the Sub-  
 division of Government Lots 2 and 3 of Section 8, Town-  
 ship 48 South, Range 43 East, according to the plat  
 thereof as recorded in Plat Book "B" at Page 154 in the  
 Public Records of Dade County, Florida, thence run  
 Easterly 170.0 feet along the South line of said Lot 9  
 to the Point of Beginning; thence continue to run Easter-  
 ly 220.00 feet along said South line of Lot 9; thence run  
 Northerly 165.00 feet along a line perpendicular to said  
 South line of Lot 9; thence run Westerly 220.73 feet along  
 a line 165 feet North of and parallel to said South line  
 of Lot 9 to a point of intersection with the East line of  
 the West 170.0 feet of said Lot 9; thence run Southerly  
 165.0 feet along said East line to the Point of Beginning.

Said lands situate in Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS ROOM  
 OF BROWARD COUNTY, FLORIDA  
 GRAHAM W. WATT  
 COUNTY CLERK

SEE 8089 PAGE 100

## EASTWAY HARBOUR WATERWAY

### RULES AND REGULATIONS FOR THE WATERWAY

By executing this copy of the Rules and Regulations for the Lawrence Waterway (hereinafter called the "Waterway") it is understood that all boat owners will cooperate with the Harbour Committee.

1. Hereafter, no boat application will be accepted if its overall length exceeds 37 feet or is less than 18 feet measured from the tip of the pulpit to the tip of the propeller when motors are lifted out of the water, nor may the beam of the boat exceed 12 feet. No boat may be placed in a space which is insufficient to dock the boat safely. At least 7 feet must separate stern (including engine or outdrive) and bow (including pulpit or other extension) of all adjacent vessels docked in the Waterway. No houseboats may be docked in the waterway. No boats with bulky super-structure which impedes the view from the condominium adjoining the waterway may be docked on the north side of the waterway. Any owner to be assigned dockage should first have an application approved and then have the actual boat approved by the majority of the Harbour committee. All offers of a boat slip by the Harbor Committee and all acceptances must be in writing. Boats may not lie up to any concrete post or railing. Use of the Marina is restricted to the docking of pleasure craft only. Any commercial usage or activity is prohibited.
2. Except in the case of emergency, all boats must be operated by their owner, a member of owners immediate family, or someone retained by the owner for boat maintenance or because of the owners absence.
3. Boat owners must show proof of personal boat ownership and must be a property owner in Eastway Harbour.
4. Basic \$100,000 per individual, \$300,000 per incident personal and property damage liability insurance is required at all times by the boat owner and should be periodically checked by the Harbour Committee representative of the building in which the boat owner resides. The acceptance of an assigned slip by the owner, shall allow the Harbour Committee to contact the insurer directly to confirm continuing insurance. *add ins survey*
5. Every boat owner must be qualified to operate his boat. If the owner is found to be operating their boat in an unsafe manner they will be asked to remove their boat and their space will be reassigned. Every boat must have a current registration. All boats must be seaworthy. If power boats, the engines must be in good operating condition, meet minimum state and federal pollution standards, and the boat may not suffer fluid or electrical current leaks deemed to be hazardous to other boats and the Waterway. Sailboats in addition to meeting the power boat rules must have a sail which is seaworthy and free of serious defects.
6. All present or prospective owners desiring dock space should contact the Harbour Committee for information. An owner wishing to dock their boat in the Waterway should secure an assigned dockage space from the Harbour Committee before purchasing a boat. No unit or owner, if an owner owns more than one unit, is entitled to more than one dock space. A current resident of dockage may move to any newly available space before that space is assigned to a new dock assignee in the Waterway, provided the current resident has informed the Harbour Committee in writing of owners interest in a new space. The current resident's dockage would then be available to the new dock assignee.
7. Whenever applications for dock space exceed available space, the Harbour Committee shall inaugurate a priority list based on the date each application is received by the Harbour Committee. Assignment of dock space will be made as available. When assigned a particular dock space, the owner must have a boat proposed to the Harbour Committee for dockage within 60 days from date the space is assigned. If not, the assigned space reverts to the Harbour Committee for reassignment. Once approved the boat owner has 30 days to dock the vessel in the Waterway unless the Harbour Committee grants a written extension.

384  
 Official  
 Eastway H  
 Waterway  
 Rules &  
 Regs  
 Signed &  
 attested  
 Eastway  
 Preside

8. Whenever a boat owner sells their boat with the expectation of purchasing another boat, owner may retain their present dock space for a period of 60 days. If the owner does not purchase a new boat within this time the owner will forfeit the dock space unless the Harbour Committee grants a written extension. The replacement boat must also be pre-approved by the Harbour Committee.
9. Each boat owner shall own their docking equipment and keep it in good condition. When equipment is removed, repairs must be made by assignee of the dock space. The design, location and construction of boxes and other dock equipment must be approved by the Harbour Committee before installation, as must any alteration of the harbour area. A list of generally accepted dock equipment shall be kept by the Harbour Committee.
10. Each owner is responsible for any damage caused by them or their boat to the Waterway facility or to the boats and/or property of another resident.
11. Anyone not living as a full time resident in Eastway Harbour should either temporarily remove their boat from the Waterway or place their boat in the custody of a local person or company responsible for either removing the boat from the Waterway or securing it in the Waterway in case of a storm or other emergency. If the owner does neither, they will be subject to removal of their boat or other sanctions.
12. Any boat owner absent from Eastway Harbour for more than two weeks shall name a person or company to care for their boat while absent. Such person or company shall be approved by the Harbour Committee representative from the boat owner's building.
13. A boat owner cannot rent or lease their assigned dock space or boat to any other person. Owner must notify the Harbour Committee or its representative in writing whenever their dock space will be unoccupied for an extended period of time. An extended period of time to be determined solely by the Harbour Committee. Failure of notification, may result in the reassignment of owners space or other sanctions.
14. Whenever a boat owner sells their condominium their boat must be removed from the Waterway and their dock space will revert to the Harbour Committee for further reassignment. No dock space is the property of any boat or condo owner, nor can any boat or condominium owner selling their condominium, assign or promise a dock space to the person purchasing their condominium. If a boat owner temporarily removes their boat, during their absence they may allow another owner-resident to use their space temporarily or offer their space to the Harbour Committee for such purpose. The temporary occupant must agree to abide by all Harbour Rules and Regulations and remove their boat immediately when requested by the permanent occupant of such space or the Harbour Committee.
15. No one may live aboard a boat while docked in the Waterway.
16. Warm-up, adjustment and motor tune-up time should be kept to a minimum. All boats should be equipped with mufflers which prevent the boat engine noise from exceeding reasonable levels as determined solely by the Harbour Committee. Only routine maintenance can be performed in the Waterway. No propeller may be turned while the boat is moored to the dock. The owner of a boat must further observe noise rules of their building regarding playing of radios, etc. and the quiet enjoyment of their neighbor's condominium.
17. All ecology standards must be observed. Absolutely no oil or contaminants may be dumped into the Waterway for any reason. Violators are subject to Federal Penalties and other sanctions for such action.
18. The Harbour Committee shall be comprised of one owner from each of the five buildings, a boat owner or not, and a Harbour Committee Chairman with the power to vote only in the case of a tie votes.

19. The Harbour Committee is responsible to the President's Council and shall make written recommendations to the Council regarding any amendments to the Rules and Regulations or sanctions or fines against boat owners. The President's Council may or may not act on such recommendations. Any complaints regarding the Waterway by owners in Eastway Harbour must be in writing and presented to the Harbour Committee with a copy to the President's Council. The Harbour Committee after hearing the complaint shall resolve the complaint to the satisfaction of the adverse parties or refer the matter to the President's Council with or without recommendation. The President's Council shall levy fines up to the limit allowed by law or prescribe penalties up to and including the expulsion of boats from the Waterway for contained violations of the rules.
20. No permanent hook-ups of electric to any boat will be permitted. Electric current leakage to the Waterway can effect all boats docked in the Waterway by attacking zinc anodes and other metals causing serious damage and costly repairs. An occasional 24 hour recharging of batteries is permitted.
21. Any boat owner leaving before 9:00 a.m. must limit their warm-up time to 5 minutes at idle throttle.
22. Any boat maintenance performed out of the water at Eastway Harbour must be pre-approved in writing by the Harbour Committee Chairman.
23. All boats must face in the east direction.
24. The Harbour Committee is authorized to interpret and enforce the above Rules and Regulations with the exception of sanctions or fines. If the Rules and Regulations enumerated above are not complied with, at the request of the Harbour Committee, the President's Council may assess the maximum fines allowed by law or impose other sanctions up to and including the removal of the offending boat from the Waterway.

The undersigned Harbour Committee Building Representatives do hereby give their consent, acknowledgment and approval of the above Rules and Regulations revised this 12<sup>th</sup> day of April, 2002.

Harbour Committee Chairman

Mike J. Smith  
Harbour Committee Chairman

Michigan Condominium Association, Inc.

Ronald G. Smith  
Harbour Committee Building Representative

New York Condominium Association, Inc.

[Signature]  
Harbour Committee Building Representative

Illinois Apartments, Inc.

S.M. Allen  
Harbour Committee Building Representative

Pennsylvania Condominium Association, Inc.

[Signature]  
Harbour Committee Building Representative

Massachusetts Condominium Association, Inc.

[Signature]  
Harbour Committee Building Representative

The undersigned Presidents of their respective condominium associations do hereby give their consent and acknowledgment of their respective Presidents Council approval of the above rules and regulations, revised this 12<sup>th</sup> day of April, 2002.

Michigan Condominium Association, Inc.

Teri Metts  
President

New York Condominium Association, Inc.

Wm T  
President

Illinois Apartments, Inc.

MM  
President

Pennsylvania Condominium Association, Inc.

Ed Jacink  
President

Massachusetts Condominium Association, Inc.

SM Barry  
President

I have read the Rules and Regulations of the Waterway. I understand them and agree to abide by them as long as I have an assigned dock space and/or my boat is docked in the Lawrence Waterway.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## EASTWAY HARBOUR RULES AND REGULATIONS-2002

ADDENDUM; 4 FEBRUARY 2008

'REGARDING: PARTNERS / PARTNERING'

1. BOAT MUST BE TITLED TO SLIP ASSIGNEE(S).
2. ALL BOAT OWNERS AND PARTNERS MUST BE ON BOAT INSURANCE POLICY.
3. IF SLIP ASSIGNEE GIVES UP THE BOAT, THE PARTNER(S) MUST REMOVE BOAT FROM MARINA.
4. WHEN UNIT OWNER ON THE SLIP LIST GOES IN PARTNERSHIP WITH A SLIP ASSIGNEE, THE UNIT OWNER WILL BE REMOVED FROM THE SLIP WAIT LIST.
5. IF A UNIT OWNER/SLIP ASSIGNEE IS MORE THAN 60 DAYS BEHIND ON CONDO MAINTENANCE FEES, THEIR BOAT MUST BE REMOVED FROM THE MARINA. NEW APPLICATION MUST BE MADE FOR SLIP WAIT LIST.
6. A WAIVER MUST BE SIGNED BY ALL OWNERS AND PARTNERS ACKNOWLEDGING HARBOUR RULES AND REGULATIONS- 2002 AND ALL ADDENDUMS.

2. ALL BOAT OWNERS AND PARTNERS MUST BE ON BOAT INSURANCE POLICY.

3. IF SLIP ASSIGNEE GIVES UP THE BOAT, THE PARTNER(S) MUST REMOVE BOAT FROM MARINA.

4. WHEN UNIT OWNER ON THE SLP LIST GOES IN PARTNERSHIP WITH A SLP ASSIGNEE, THE UNIT OWNER WILL BE REMOVED FROM THE SLP WAIT LIST

5. IF A UNIT OWNER/SLIP ASSIGNEE IS MORE THAN 60 DAYS BEHIND ON CONDO MAINTENANCE FEES, THEIR BOAT MUST BE REMOVED FROM THE MARINA. NEW APPLICATION MUST BE MADE FOR SLIP WAIT LIST.

5. A WAIVER MUST BE SIGNED BY ALL OWNERS AND PARTNERS  
ACKNOWLEDGING HARBOUR RULES AND REGULATIONS- 2002 AND  
ALL ADDENDUMS.

\*REGARDING SLIP WAIT LIST\*

ALL OWNERS ON WAIT LIST ARE REQUIRED TO POST A \$250.00 DEPOSIT. MONEY TO BE HELD BY EASTWAY HARBOUR MANAGEMENT IN AN INTEREST BEARING ACCOUNT. PRINCIPLE ONLY RETURNED UPON OWNER (S) / PARTNER(S) TAKING POSSESSION OF ASSIGNED SLIP OR WHEN OWNER SELLS AND VACATES EASTWAY HARBOUR. OR EXPIRES.

ATTEST: PRESIDENT  
MICHIGAN Florence Castle Zieck  
NEW YORK - Robert E. Eaton  
ILLINOIS - J. Edgar Hoover  
PENNSYLVANIA - Mary McLeod Bethune  
MASSACHUSETTS -

MICHIGAN

NEW YORK

ILLINOIS

PENNSYLVANIA

MASSACHUSETTS

This Instrument Prepared By:  
David R. Roy, P.A.  
David R. Roy, Esq.  
4209 N. Federal Hwy.  
Pompano Beach, FL 33064

## SHARED USE AND MAINTENANCE AGREEMENT

This Shared Use and Maintenance Agreement being made by and between ILLINOIS APARTMENTS, INC., a Florida nonprofit corporation (hereinafter Illinois Association), and PENNSYLVANIA CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation (hereinafter Pennsylvania Association), on this 3rd day of April, 2015.

PURPOSE, This Shared Use and Maintenance Agreement replaces that portion of the February 28, 1979 Common Use Agreement which was executed by the above referenced parties predecessors in title and which was recorded on March 12, 1979 in O.R. Book 8089, Page 595, of the Public Records of Broward County, Florida, and which established limited provisions for the joint use of certain parking spots and for the use and maintenance of an elevator tower shared by both of the above referenced parties; and

WHEREAS, the parties are entering this Agreement to elaborate upon and define the terms and conditions of the continued use and terms of maintenance of the aforementioned Shared Facilities, such that this Agreement shall bind the parties hereto together with their successor and assigns, as more fully set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

I. Description of Shared Facilities. This Agreement is limited to the following areas:

A. Parking Spaces: Parking Spaces No. 32-35, which are part of Pennsylvania Condominium, and are located to the north of the Pennsylvania Condominium building and are for the exclusive use of the owners of units in the Illinois Condominium.

B. Elevator and Elevator Tower: The Elevator and the Tower in which the elevator is housed located between the Illinois Condominium building and the Pennsylvania Condominium building, including but not limited to the roof of the elevator tower, the tower stairs and all doors (excluding the garbage room doors and the laundry room windows and laundry room doors), the exterior walls of the elevator tower, electrical equipment, alarm system, phone, the storage area, including 13 lockers to be located in the two most eastern storage rooms located in the top two floors for the sole and exclusive use by the Pennsylvania Association.



2. Cost of Maintenance: The parties hereto agree to maintain the Shared Facilities as follows:

A. Parking Spaces: Even though the parking spaces are part of the Pennsylvania Condominium, the parking spaces are treated as common elements and as such the parking spaces shall be maintained by the master association, with each of the five separate associations paying their proportionate share toward the maintenance of these parking spaces.

B. Elevator and Elevator Tower: The annual expenses and continued maintenance and repair of the Elevator and the Elevator Tower shall be paid by the Illinois Association, at the proportionate share of 23/53 and the Pennsylvania Association shall be paid at the proportionate share of 30/53. The parties hereto agree that the following items shall be included in the annual expenses and/or continued maintenance and repair of the Elevator and the Elevator Tower only and not any portion of the Illinois Condominium:

- (1) The Elevator itself, including all panels, lighting systems, cables, lift system, electrical system, and all mechanical systems related to the normal operation of the elevator;
- (2) Roof;
- (3) Insurance coverage as to the elevator tower only;
- (4) Exterior walls including stucco and painting;
- (5) Alarm System and payment for said system;
- (6) Phone System and payment for said system;
- (7) Storage/Locker Area
- (8) Elevator doors
- (9) Tower stairs
- (10) All doors excluding the garbage room doors, garbage chutes and laundry room windows and doors.

The parties agree that the annual costs shall be paid by Illinois Association and the Pennsylvania Association shall reimburse the Illinois Association upon receipt of the bills with payment due upon receipt. Billing shall consist of an invoice with supporting documentation (e.g. Receipt for supplies, contracts for work performed). In the event Pennsylvania Association fails to pay any amount within 15 days of receipt thereof, Illinois Association shall be entitled to recover 18% interest on the unpaid amounts due it, and if collection action is required to recover said payment, Pennsylvania Association shall reimburse Illinois Association for all costs of collection, including, but not limited to, reasonable attorney's fees and court costs. Pennsylvania Association shall have the right to examine the records of all expenses related to the maintenance repair and replacement of the items provided for in this Paragraph, including, but not limited to checks, ledgers and invoices.

Pennsylvania Association shall be included as an additional insured solely as to the coverage provided on the elevator and elevator tower.

3. Disclosure Requirement. As it relates to repairs or improvements, when reasonably possibly, information describing the condition and proposed repair, improvement and/or remediation shall be supplied to the designated party of Pennsylvania Association.

4. Determination of the Need for Repairs. It is the intent of this Agreement that the Shared Facilities shall be maintained in the same manner and condition as they have been since 1979 forward. There shall be no repairs to the Elevator and/or Elevator Tower, which shall remain the property of Illinois Condominium, of an expense greater than \$750.00 without approval of the Pennsylvania Association.

Repair items that do not require approval regardless of cost are as follows:

- A. Matters of Code Compliance.
- B. Where an improvement is required because a replacement part or component has been discontinued or is not readily available.
- C. Emergency repairs to maintain or restore service or functionality.

If an agreement cannot be reached regarding an improvement or a repair, then the matter of the disputed improvement or repair will be resolved utilizing the services of a Florida licensed engineer that is selected by the parties, with the costs being split in accordance with the parties proportionate share. Any party that brings a dispute without reasonable justification shall pay the defending party's attorney's fees and costs.

5. Determination of the Need for Improvements. It is the intent of this Agreement that the Shared Facilities shall be improved in the same manner and condition as they have been since 1979 forward. There shall be no improvements to the Elevator or Elevator Tower, which shall remain the property of Illinois Condominium, of an expense greater than \$2,500.00 cumulatively per year without approval of the Pennsylvania Association.

Improvement items that do not require approval regardless of cost are as follows:

- A. Matters of Code Compliance.
- B. Where an improvement is required because a replacement part or component has been discontinued or is not readily available.

If an agreement cannot be reached regarding an improvement, then the matter of the disputed improvement will be resolved utilizing the services of a Florida licensed engineer that is selected by the parties, with the costs being split in accordance with the parties proportionate share. Any party that brings a dispute without reasonable justification shall pay the defending party's attorney's fees and costs.

6. Binding Effects and Actions to Enforce. All rights, duties and obligations granted or agreed upon herein, including all terms and provisions contained herein, shall each apply to each of the parties hereto and shall bind all real property owners, their respective successors and assigns. Further, the terms and provisions of this Agreement shall pass with each conveyance of each and every condominium unit of both the Illinois Condominium and the Pennsylvania Condominium, and shall run with the land.

7. Duration of Agreement. The term of this Agreement shall commence on the date of execution and its duration shall be perpetual unless terminated by the Agreement of all the parties hereto or their respective successors and assigns.

8. Protection of Private Property Rights. Notwithstanding the creation of the rights and obligations set forth herein, this Agreement shall not create any rights in the public generally and shall be for the sole and exclusive use of the parties hereto and those persons entitled to use of the Shared Facilities described herein, including guests and invitees, in accordance with the terms and conditions of this Agreement. No party shall interfere with the use of the Shared Facilities or cause the same to be inaccessible to the parties of this Agreement. Each of the parties hereto shall have the right to enforce and prevent a creation of rights to the general public or in such persons not authorized by the terms and conditions of this Agreement to use the Shared Facilities described herein.

9. Amendments. The terms of this Agreement may only be amended by mutual agreement of the all of the parties hereto, or their respective successors and assigns.

10. Binding effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

11. Recording. The parties hereto shall cause this Agreement to be duly recorded in the Public Records of Broward County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year first above written.

Signed, sealed and delivered in presence of:

Pennsylvania Condominium Association, Inc.,  
a Florida nonprofit corporation.

Geraldyn M. Passaro  
Print: GERALDYN M. PASSARO

[Signature]  
By: Alan Martuncac, President

Kristy Garcia  
Print: Kristy Garcia

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2013, by Alan Martuncac, who is personally known to me or who produced his driver's license as identification.

[Signature]  
Notary Public



## EASTWAY HARBOUR WATERWAY

### RULES AND REGULATIONS FOR THE WATERWAY

By executing this copy of the Rules and Regulations for the Lawrence Waterway (hereinafter called the "Waterway") it is understood that all boat owners will cooperate with the Harbour Committee.

1. Hereafter, no boat application will be accepted if its overall length exceeds 37 feet or is less than 18 feet measured from the lip of the pulpit to the lip of the propeller when motors are lifted out of the water, nor may the beam of the boat exceed 12 feet. No boat may be placed in a space which is insufficient to dock the boat safely. At least 7 feet must separate stern (including engine or outdrive) and bow (including pulpit or other extension) of all adjacent vessels docked in the Waterway. No houseboats may be docked in the waterway. No boats with bulky super-structure which impedes the view from the condominium adjoining the waterway may be docked on the north side of the waterway. Any owner to be assigned dockage should first have an application approved and then have the actual boat approved by the majority of the Harbour Committee. All offers of a boat slip by the Harbor Committee and all acceptances must be in writing. Boats may not tie up to any concrete post or railing. Use of the Marina is restricted to the docking of pleasure craft only. Any commercial usage or activity is prohibited.
2. Except in the case of emergency, all boats must be operated by their owner, a member of owners immediate family, or someone retained by the owner for boat maintenance or because of the owners absence.
3. Boat owners must show proof of personal boat ownership and must be a property owner in Eastway Harbour.
4. Basic \$100,000 per individual, \$300,000 per incident personal and property damage liability insurance is required at all times by the boat owner and should be periodically checked by the Harbour Committee representative of the building in which the boat owner resides. The acceptance of an assigned slip by the owner, shall allow the Harbour Committee to contact the insurer directly to confirm continuing insurance. *note and courtesy*
5. Every boat owner must be qualified to operate his boat. If the owner is found to be operating their boat in an unsafe manner they will be asked to remove their boat and their space will be reassigned. Every boat must have a current registration. All boats must be seaworthy. If power boats, the engines must be in good operating condition, meet minimum state and federal pollution standards, and the boat may not suffer fluid or electrical current leaks deemed to be hazardous to other boats and the Waterway. Sailboats in addition to meeting the power boat rules must have a sail which is seaworthy and free of serious defects.
6. All present or prospective owners desiring dock space should contact the Harbour Committee for information. An owner wishing to dock their boat in the Waterway should secure an assigned dockage space from the Harbour Committee before purchasing a boat. No unit or owner, if an owner owns more than one unit, is entitled to more than one dock space. A current resident of dockage may move to any newly available space before that space is assigned to a new dock assignee in the Waterway, provided the current resident has informed the Harbour Committee in writing of owners interest in a new space. The current resident's dockage would then be available to the new dock assignee.
7. Whenever applications for dock space exceed available space, the Harbour Committee shall inaugurate a priority list based on the date each application is received by the Harbour Committee. Assignment of dock space will be made as available. When assigned a particular dock space, the owner must have a boat proposed to the Harbour Committee for dockage within 80 days from date the space is assigned. If not, the assigned space reverts to the Harbour Committee for reassignment. Once approved the boat owner has 30 days to dock the vessel in the Waterway unless the Harbour Committee grants a written extension.

Page 1 of 4

Exhibit F

384  
Official  
Eastway H  
Waterway  
Rules as  
presented  
with a  
checkbox  
Enforce  
Prohibit



8. Whenever a boat owner sells their boat with the expectation of purchasing another boat, owner may retain their present dock space for a period of 60 days. If the owner does not purchase a new boat within this time the owner will forfeit the dock space unless the Harbour Committee grants a written extension. The replacement boat must also be pre-approved by the Harbour Committee.
9. Each boat owner shall own their docking equipment and keep it in good condition. When equipment is removed, repairs must be made by assignee of the dock space. The design, location and construction of boxes and other dock equipment must be approved by the Harbour Committee before installation, as must any alteration of the harbour area. A list of generally accepted dock equipment shall be kept by the Harbour Committee.
10. Each owner is responsible for any damage caused by them or their boat to the Waterway facility or to the boats and/or property of another resident.
11. Anyone not living as a full time resident in Eastway Harbour should either temporarily remove their boat from the Waterway or place their boat in the custody of a local person or company responsible for either removing the boat from the Waterway or securing it in the Waterway in case of a storm or other emergency. If the owner does neither, they will be subject to removal of their boat or other sanctions.
12. Any boat owner absent from Eastway Harbour for more than two weeks shall name a person or company to care for their boat while absent. Such person or company shall be approved by the Harbour Committee representative from the boat owner's building.
13. A boat owner cannot rent or lease their assigned dock space or boat to any other person. Owner must notify the Harbour Committee or its representative in writing whenever their dock space will be unoccupied for an extended period of time. An extended period of time to be determined solely by the Harbour Committee. Failure of notification, may result in the reassignment of owners space or other sanctions.
14. Whenever a boat owner sells their condominium their boat must be removed from the Waterway and their dock space will revert to the Harbour Committee for further reassignment. No dock space is the property of any boat or condo owner, nor can any boat or condominium owner selling their condominium, assign or promise a dock space to the person purchasing their condominium. If a boat owner temporarily removes their boat, during their absence they may allow another owner-resident to use their space temporarily or offer their space to the Harbour Committee for such purpose. The temporary occupant must agree to abide by all Harbour Rules and Regulations and remove their boat immediately when requested by the permanent occupant of such space or the Harbour Committee.
15. No one may live aboard a boat while docked in the Waterway.
16. Warm-up, adjustment and motor tune-up time should be kept to a minimum. All boats should be equipped with mufflers which prevent the boat engine noise from exceeding reasonable levels as determined solely by the Harbour Committee. Only routine maintenance can be performed in the Waterway. No propeller may be turned while the boat is moored to the dock. The owner of a boat must further observe noise rules of their building regarding playing of radios, etc. and the quiet enjoyment of their neighbor's condominium.
17. All ecology standards must be observed. Absolutely no oil or contaminants may be dumped into the Waterway for any reason. Violators are subject to Federal Penalties and other sanctions for such action.
18. The Harbour Committee shall be comprised of one owner from each of the five buildings, a boat owner or not, and a Harbour Committee Chairman with the power to vote only in the case of a tie vote.

19. The Harbour Committee is responsible to the President's Council and shall make written recommendations to the Council regarding any amendments to the Rules and Regulations or sanctions or fines against boat owners. The President's Council may or may not act on such recommendations. Any complaints regarding the Waterway by owners in Eastway Harbour must be in writing and presented to the Harbour Committee with a copy to the President's Council. The Harbour Committee after hearing the complaint shall resolve the complaint to the satisfaction of the adverse parties or refer the matter to the President's Council with or without recommendation. The President's Council shall levy fines up to the limit allowed by law or prescribe penalties up to and including the expulsion of boats from the Waterway for contained violations of the rules.
20. No permanent hook-ups of electric to any boat will be permitted. Electric current leakage to the Waterway can effect all boats docked in the Waterway by attacking zinc anodes and other metals causing serious damage and costly repairs. An occasional 24 hour recharging of batteries is permitted.
21. Any boat owner leaving before 9:00 a.m. must limit their warm-up time to 5 minutes at idle throttle.
22. Any boat maintenance performed out of the water at Eastway Harbour must be pre-approved in writing by the Harbour Committee Chairman.
23. All boats must face in the east direction.
24. The Harbour Committee is authorized to interpret and enforce the above Rules and Regulations with the exception of sanctions or fines. If the Rules and Regulations enumerated above are not complied with, at the request of the Harbour Committee, the President's Council may assess the maximum fines allowed by law or impose other sanctions up to and including the removal of the offending boat from the Waterway.

The undersigned Harbour Committee Building Representatives do hereby give their consent, acknowledgment and approval of the above Rules and Regulations revised this 12<sup>th</sup> day of April, 2002

Harbour Committee Chairman

Mike J. Smith  
Harbour Committee Chairman

Michigan Condominium Association, Inc.

Ronald G. Smith  
Harbour Committee Building Representative

New York Condominium Association, Inc.

[Signature]  
Harbour Committee Building Representative

Illinois Apartments, Inc.

S.M. A.  
Harbour Committee Building Representative

Pennsylvania Condominium Association, Inc.

[Signature]  
Harbour Committee Building Representative

Massachusetts Condominium Association, Inc.

[Signature]  
Harbour Committee Building Representative