

**Prepared by and return to:**

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF WATERMARK, A  
CONDOMINIUM A/K/A 401 MANAGEMENT, INC.**

WHEREAS, the Declaration of Condominium for Watermark, a Condominium a/k/a 401 Management, Inc., and related documents ("Declaration") were recorded as follows:

1. The Original Declaration was recorded in the Official Records Book 2136, at page 1384, of the Public Records of Volusia County, Florida, on January 11, 1980.
2. An Amendment to the Declaration was recorded in the Official Records Book 2136, at page 1386, of the Public Records of Volusia County, Florida, on December 14, 2007.


WHEREAS, Watermark, a Condominium a/k/a 401 Management, Inc., (hereinafter the "Association") is the entity responsible for Watermark Condominium.


WHEREAS, at a duly called and convened Special Meeting of the Membership held on July 11, 2025, the amendment to the Declaration as set out in Exhibit "A" attached hereto and incorporated herein was fully approved by a vote of the membership in excess of that required by the pertinent provisions of said condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment, approved by the requisite percentage of the membership of the Association.

Executed this 21<sup>st</sup> day of July, 2025.

Signed, Sealed, and Delivered in the Presence of:

By:   
(Signature)  
Paul W. Bryson, President  
(Print Name)

By:   
(Signature)  
ELIZABETH S. CORSO  
Authorized Representative of Watermark  
Condominium a/k/a 401 Management, Inc.  
(Print Name)

Nicole Corso  
Witness

Dustin Gunter  
Witness

Nicole Corso  
Witness

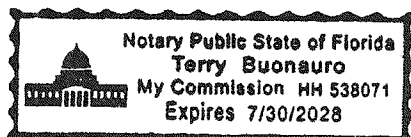
Dustin Gunter  
Witness

STATE OF Florida  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21<sup>st</sup> day of July, 2025, by Elizabeth S. Corso, as Watermark Condominium, a/k/a 401 Management, Inc., ☒ who is personally known to me or ☐ has produced a \_\_\_\_\_ as identification.

[Notary Seal]

Terry Buonauro  
Notary Public



Printed Name: Terry Buonauro  
My Commission Expires: 7/30/2028

**The following proposed amendment is being added to Article XX of the Declaration:**

The owner of each PRIVATE DWELLING must promptly correct any condition, which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another PRIVATE DWELLING owner. If the building or any other PRIVATE DWELLING owner should sustain damages because of another owner failing to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned. The owner of each PRIVATE DWELLING shall be liable and responsible for the maintenance, repair, replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his PRIVATE DWELLING and which may now or hereafter be situated in his PRIVATE DWELLING. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his PRIVATE DWELLING. Wherever the maintenance, repair, replacement of any items for which the owner of a PRIVATE DWELLING is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such PRIVATE DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

**A. Hurricane Protection**

The Association's Board of Directors shall adopt specifications for hurricane protection for all buildings within the condominium property. Such specifications may include requirements for color, style, and other factors deemed relevant by the Board, provided that all specifications comply with the applicable building code. The installation, maintenance, repair, replacement, and operation of hurricane protection in accordance with these specifications shall not be considered a material alteration or substantial addition to the common elements or association property.

The Board of Directors may operate hurricane protection without obtaining the permission of unit owners if such operation is necessary to preserve and protect condominium property or association property.

Notwithstanding any other provisions of this Declaration, the Board may not refuse to approve the installation or replacement of hurricane protection by a unit owner, provided that such installation or replacement conforms to the specifications adopted by the Board.

The Board may, however, require the unit owner to adhere to a unified building scheme regarding the external appearance of the condominium.

The installation, maintenance, repair, or reinstallation of hurricane protection systems located within or serving a PRIVATE DWELLING, including but not limited to exterior windows, exterior doors, and other similar components that serve a PRIVATE DWELLING, shall be the sole responsibility of the unit owner.

If the removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, is necessary for the maintenance, repair, or replacement of condominium property or association property for which the Association is responsible, the following shall apply:

- a. The Board shall determine whether the removal or reinstallation is to be completed by the Association or the unit owner. If the Association completes the removal or reinstallation, the costs incurred shall not be charged to the unit owner.
- b. If the removal or reinstallation is to be completed by the unit owner, the Association shall reimburse the unit owner for the reasonable costs incurred or apply a credit toward future assessments equal to the cost of removal or reinstallation.
- c. If the unit owner fails to timely perform the required removal or reinstallation after being directed to do so, the Association may complete the work and charge the unit owner for the costs incurred. Such costs shall constitute an enforceable assessment against the unit and may be collected in the manner provided by applicable law, including but not limited to lien and foreclosure remedies.

All hurricane protection installed, maintained, or replaced by unit owners must conform to the specifications adopted by the Board to ensure uniformity and consistency in the appearance and functionality of the condominium property.