NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL

OF FLORIDA

SECOND DISTRICT

RIVIERA-FORT MYERS MASTER ASSOCIATION, INC., Appellant, v. GFH INVESTMENTS, LLC; FLORENTINE DEVELOPMENT II, LLC; ROBERT J. SODOMA; RONALD H. GABRICK; RALPH CARLTON HARRISON; NORMAN J. LANGLOIS; STEPHEN V. CALABRO; and MARK M. MOCKENSTURM, Appellees.	)	Case No. 2D19-1135

Opinion filed December 30, 2020.

Appeal pursuant to Fla. R. App. P. 9.130 from the Circuit Court for Lee County; James R. Shenko, Judge.

Duane A. Daiker, BCS, and Kathleen G. Reres of Shumaker, Loop & Kendrick, LLP, Tampa, for Appellant.

Theodore L. Tripp, Jr., and Joel W. Hyatt of Hahn Loeser & Parks LLP, Fort Myers, for Appellees GFH Investments, LLC, and Florentine Development II, LLC.

No appearance for remaining Appellees.

NORTHCUTT, Judge.

Riviera-Ft. Myers Master Association, Inc., appeals a partial judgment in favor of GFH Investments, LLC, on the latter's claim for an injunction barring enforcement of certain amendments to the master declaration governing the Riviera-Fort Myers Community, a mixed-use development near downtown Ft. Myers. We conclude that the amendments that the circuit court held to be unenforceable are, in fact, enforceable. We therefore reverse.

At the center of the controversy is a waterfront community comprising two high-rise residential condominium buildings and two smaller, three-story, mixed-use buildings containing residential apartments and commercial spaces. Separate condominium associations own and operate the high-rises. GFH owns the mixed-use buildings, which are referred to variously as "the Liner Buildings" or the "Independent Development Parcels." These parcels, along with common areas, are part of a single homeowners' association as contemplated in chapter 720, Florida Statutes, operated and overseen by the appellant, the Master Association.

In 2016, the Master Association adopted seven amendments to the community's master declaration. In general terms, the amendments addressed the Master Association's authority to approve proposed uses of the Liner Buildings, increased assessments on them, and imposed additional restrictions on the Liner Buildings' tenants. In response, GFH's predecessor in interest, Florentine Development II, LLC, filed suit against the Master Association and eight individual directors and officers, seeking six forms of relief: (1) a declaratory judgment concerning the legality of the amendments; (2) damages for tortious interference with a business relationship; (3)

damages for breach of fiduciary duty; (4) an accounting; (5) a temporary injunction; and (6) a permanent injunction.

The circuit court dismissed each count as to the eight individual defendants, and GFH and the Master Association eventually filed cross-motions for summary judgment on counts one, four, five, and six. The circuit court ruled in favor of GFH on counts one and six. It declared that all seven amendments were unlawful, and it permanently enjoined the Master Association from enforcing them. The court ruled that count four (accounting) would proceed to trial. The Master Association now appeals the permanent injunction.[1]

To the extent that a permanent injunction rests on factual matters, it is reviewed for an abuse of discretion, and to the extent that it rests on legal grounds, it is reviewed de novo. Operation Rescue v. Women's Health Ctr., Inc., 626 So. 2d 664, 670 (Fla. 1993), rev'd on other grounds sub nom. Madsen v. Women's Health Ctr., Inc., 512 U.S. 753 (1994). "In order to establish entitlement to a mandatory injunction there must be a clear legal right which has been violated, irreparable harm must be threatened, and there must be a lack of an adequate remedy at law." Amelio v. Marilyn Pines Unit II Condo. Ass'n, 173 So. 3d 1037, 1039 (Fla. 2d DCA 2015) (citing Shaw v. Tampa Elec. Co., 949 So. 2d 1066, 1069 (Fla. 2d DCA 2007)). In this appeal, the Master Association contends that the disputed master declaration amendments did not violate any clear legal right possessed by GFH.

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[1]The Master Association initially sought review of the declaratory judgment as well, but we have dismissed that portion of the appeal. Our review of the subject nonfinal order concerns only the issuance of the permanent injunction. See Fla. R. App. P. 9.130(a)(3)(B).

There does not appear to be any question that the Master Association was empowered to amend the master declaration upon the approval by at least seventy-five percent of its voting members, which occurred in this case. Rather, GFH's argument for injunctive relief below was that the amendments variously violate either the master declaration itself or the following principles governing the legality and enforceability of amendments to restrictive covenants:

> "In determining the enforceability of an amendment to restrictive covenants, the test is one of reasonableness." Holiday Pines Prop. Owners Ass'n v. Wetherington, 596 So. 2d 84, 87 (Fla. 4th DCA 1992). This court defined "reasonable" as "not arbitrary, capricious, or in bad faith." Hollywood Towers Condo. Ass'n v. Hampton, 40 So. 3d 784, 787 (Fla. 4th DCA 2010). In other words, as we stated in Holiday Pines, the modification of restrictions cannot "destroy the general plan of development." Holiday Pines, 596 So. 2d at 87 (citing Nelle v. Loch Haven Homeowners Ass'n, 413 So. 2d 28 (Fla. 1982)). Amendments which cause "the relationship of lot owners to each other and the right of individual control over one's own property" to be altered are unenforceable. Id. at 88. Such an alteration is considered a "radical change of plans." Id.

Klinow v. Island Court at Boca W. Prop. Owners' Ass'n, 64 So. 3d 177, 180 (Fla. 4th DCA 2011) (footnote omitted). Klinow further defined "radical change" as "a change which would create an inconsistent scheme, or a deviation in benefit from that of the grantee to that of the grantor." Id. (citing Flamingo Ranch Estates, Inc. v. Sunshine Ranches Homeowners, Inc., 303 So. 2d 665, 666 (Fla. 4th DCA 1974)). We address each amendment's alleged noncompliance with these principles in turn.

Sections 1.1.26 and 10.13 – Liner Building Commercial Use Restrictions

The first amendment that GFH challenged was to the definition of "Independent Development Parcel":[2]

> 1.1.2[6][3] "Independent Development Parcel" means any portion of the Properties which is not part of the Common Areas, which has not been submitted to condominium ownership, and which is developed and used, subject to the restrictions on use contained elsewhere in this Declaration, for commercial, restaurant, office, marina, or any other non-residential business use, or for condominiums or apartments, and shall include all buildings and improvements located upon such property. As provided in the Riviera St. Tropez Planned Unit Development Order Number 3260 Item 4, dated March 8, 2005, the Independent Development Parcels shall contain at least 5,048 square feet of "leasable commercial office space, maintaining an occupational license for each space." All commercial and retail uses of the Independent Development Parcels must be approved by the Association as provided in Section 10.13 below.

GFH contests this amendment on several grounds, the first being that it violates the "Riviera Development Order" issued by the City of Fort Myers when it approved the project. GFH complains that the master declaration amendment improperly adds use restrictions not set forth in the order. But we reject GFH's premise that the development order controls any of the issues raised in this appeal. Although the order did impose use restrictions on the affected property, they were minimum requirements; they did not preclude the imposition of additional restrictions on the

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[2]When we quote amendments to sections that were included in the original master declaration, additions will be underlined and deletions will be struck through.

[3]In its brief, the Master Association pointed out that this amendment was mislabeled as section 1.1.25, when it should have been section 1.1.26, its number in the original master declaration.

properties. Indeed, it is well established that restrictive covenants can be more restrictive than limitations imposed by municipalities. See, e.g., Luani Plaza, Inc. v. Burton, 149 So. 3d 712, 714–16 (Fla. 3d DCA 2014) (allowing a business owners' association to prohibit residential use of a commercial property despite municipal permission for residential use); Stuart Sportfishing, Inc. v. Kehoe, 541 So. 2d 169, 170 (Fla. 4th DCA 1989) (holding that a less-restrictive zoning ordinance did not control over a more-stringent restrictive covenant); Tolar v. Meyer, 96 So. 2d 554, 556 (Fla. 3d DCA 1957) (holding that a zoning decision allowing property to be used as a church did not control over a restrictive covenant prohibiting such a use).

GFH also argues that the amendment to section 1.1.26 impermissibly alters GFH's ability to control its own property and constitutes a "radical change" in the relationship between GFH and the Master Association. We disagree. It is true that from the outset the master declaration at section 3.7 has provided that GFH could enter into commercial leases "under such terms and conditions" as it, "in its sole and absolute discretion," deemed acceptable. GFH contends that section 1.1.26 removes its discretion and confers it upon the Master Association.

However, elsewhere in the master declaration, at section 2.9.8, the Master Association was already granted power to "take any such other action which the Board shall deem advisable with respect to the Properties as may be permitted hereunder or under Applicable Law." In turn, section 5.1 already granted the Master Association "the absolute right to regulate the use of the properties." It is clear, then, that the amendment to section 1.1.26 does not in itself alter the relationship between GFH and the Master Association by granting the latter any power that it did not already possess.

Further, and more importantly, the amendment to section 1.1.26 cannot be read in isolation; rather, it specifically provides that commercial uses of the Liner Buildings are to be approved by the Master Association "as provided in section 10.13." The incorporation of section 10.13, which was added at the same time as the new language in section 1.1.26, is a crucial point that GFH overlooks. New section 10.13 sets forth the following guidelines for the Master Association's approval of uses of the Liner Buildings:

> 10.13 Independent Development Parcels Retail and Commercial Uses; Sale of Alcohol, Tobacco, Cannabis and Lottery Tickets Prohibited. All retail and commercial uses of the Independent Development Parcels must be approved in writing in advance by the Association Board of Directors notwithstanding any other provisions of the [Planned Unit Development] or other City or County Ordinances or zoning. The Board of Directors shall have the authority to deny any retail or commercial uses that in its reasonable discretion shall detract from the overall resort style residential atmosphere of the Property and/or adversely affect property values of the Units. Notwithstanding anything to the contrary contained herein the sale of alcohol, tobacco (including e-cigarettes or vaping devices), cannabis (in any form) and lottery tickets is prohibited anywhere on the Property including but not limited to the Independent Development Parcels.

This language, contrary to GFH's assertion, is a limitation on the Master Association's otherwise "absolute right" under section 5.1 to regulate the use of the community properties, including the Liner Buildings. Indeed, the amendments to sections 1.1.26 and 10.13 permit the association board to reject a proposed retail or commercial use only when "in its reasonable discretion" the board concludes that the use would "detract from the overall resort style residential atmosphere of the Property and/or adversely affect property values of the Units." Further, the express prohibitions listed in section 10.13 are facially reasonable restrictions commonly imposed in mostly

residential communities. Cf. Woodside Vill. Condo. Ass'n v. Jahren, 806 So. 2d 452, 456 (Fla. 2002) (recognizing that owners of property in condominium complexes necessarily accept a greater degree of restriction on their property rights); Hidden Harbour Estates, Inc. v. Basso, 393 So. 2d 637, 640 (Fla. 4th DCA 1981) (stating that a condominium association board may restrict uses that are "demonstrably antagonistic to the legitimate objectives of the condominium association, i.e., the health, happiness and peace of mind of the individual unit owners").

The upshot is that to the extent the amendment to section 1.1.26 and the addition of section 10.13 can be said to have shifted the relationship between GFH and the Master Association, that shift was to GFH's benefit. These amendments do not transgress the principles set forth in Klinow. They are reasonable and enforceable.

Section 5.1 – General Rule Applicability

GFH also challenged the addition of language to section 5.1 clarifying that all rules and regulations in the master declaration apply to the Liner Buildings:

> 5.1 Rules and Regulations Governing Use of the Properties. The Master Association shall have the absolute right to regulate the use of the Properties, and may from time to time modify, amend and supplement the Rules and Regulations. A current copy of all Rules and Regulations established hereunder, and any modifications, amendments or supplements thereto, shall be provided to all Owners, tenants, residents, guests and persons occupying, working or operating within or from the Independent Development Parcels, ~~made available at the request of any Community Beneficiary~~. As a point of clarification all Rules and Regulations apply to the Independent Development Parcels.

GFH argues that "with the stroke of a pen" the amendment "purported to give the Master Association unfettered discretion to create rules for the Liner Buildings and make all of the Master Association's rules applicable to the commercial and retail

uses within the Liner Buildings." GFH further contends that the amendment "is unreasonable on its face because it divests GFH of its right to control what is going on within its own buildings," in contravention of the principles stated in Klinow.

Notably, however, GFH does not offer an example of how this amendment to section 5.1 imposes any new restriction on GFH or the Liner Buildings or alters GFH's rights in any way. As a component of the "properties," which the master declaration has always defined as including the independent development parcels, the Liner Buildings are of course subject to the master declaration and the rules and regulations contained in or enacted pursuant to it. GFH has not shown and cannot show how the amendment's general statement that the rules and regulations apply to the Individual Development Parcels harms GFH or alters its rights in any way. Injunctive relief was not warranted in regard to this amendment.

Section 7.2 – Assessments

Another amendment at issue was made to section 7.2, which governs property owners' responsibilities for assessments. GFH's specific complaint with this amendment concerns future changes to the Liner Buildings' percentage share:

> 7.2 Percentage Share of Parcels. The initial Percentage Shares of Assessments are set forth in Section 7.3. The Percentage Share of a Condominium shall be divided between the Units in the condominium based upon their "percentage interests" in the common elements in the Condominium, as set forth in the Declaration of Condominium. To the extent permitted under Applicable Law, as ~~additional~~ the Independent Development Parcels are developed or their present uses change hereafter, the Master Association shall modify the Percentage Shares of the Parcels based upon the state and extent of development of the Common Areas and other portions of the Properties, the levels of services being provided to the Owners with each Parcel and other relevant factors. The Independent

> Development Parcels shall be assessed at the rate of 3.27% percent, with this Percentage Share being subject to change by the Master Association as provided herein above.
>
> Notwithstanding anything to the contrary that may be set forth herein, an owner of any Parcel which has not been developed and for which a TCO has not been issued shall not be responsible to pay any assessments for an account of any incomplete Parcel. ~~Any Commercial Parcel governed by any Condominium Association or other privately owned commercial space shall be assessed at the fixed rate of one-one-hundredths percent (0.01%).~~

GFH contends that this provision, which does not require that GFH consent to a change in its percentage share of assessments, violates section 720.306(1)(c), Florida Statutes (2016), which states:

> Unless otherwise provided in the governing documents as originally recorded or permitted by this chapter or chapter 617 [nonprofit corporations], an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment.

The Master Association, on the other hand, points out that by its terms that law contemplates that an association's governing documents may exclude it from the statute's operation by providing "otherwise." Here, section 7.2 has always mandated that the association "shall" alter the percentage shares of the parcels "based upon the state and extent of development of the Common Areas and other portions of the Properties, the levels of services being provided to the Owners with each Parcel and other relevant factors." As such, the challenged amendment to section 7.2 was authorized and enforceable.

Section 10.6 – Animal Restrictions

In its lawsuit, GFH complained of the following amendment to section 10.6, concerning animal and pet restrictions:

> 10.6 Animal Restrictions. No animal, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on or in any Common Areas. No dog, cat or other pet may run loose (unleashed) on Common Areas or any portion of the Properties, and the Master Association may from time to time limit the areas designated for such purposes. Persons occupying or visiting the Independent Development Parcels for less than thirty (30) days and persons working or operating retail or commercial businesses from the Independent Development Parcels are prohibited from keeping pets. There may not be more than one (1) household pet maintained within each Separately Occupiable Portion of the Independent Development Parcel(s) (as defined below) that is occupied for thirty (30) continuous days or more, to be limited to dogs or cats (or other household pets as defined and specifically permitted by the Association), which shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. The maximum total weight of any such household pets shall be limited to thirty-five (35) pounds. Those pets which, in the sole discretion of the Master Association, endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other breeds or mixed breeds which have the propensity for dangerous or vicious behavior), make objectionable noise, or constitute a nuisance or inconvenience to other persons shall be removed upon request of the Board. Pet owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside. Any violation of the provisions of this Section shall entitle the Master Association to all of its rights and remedies, including, but not limited to, the right to fine pet owners (as provided in any applicable rules and regulations) and/or to require, any pet to be permanently removed from the Property. This Section shall not prohibit the keeping of fish or a caged household-type bird(s), provided that it does not become a nuisance or annoyance to neighbors. Notwithstanding the foregoing, the Master Association, shall be entitled, but shall not be obligated, to grant a written exemption to a pet owner which

> allows it to maintain more than one (1) household per, or a pet which exceeds or will exceed thirty-five (35) pounds at maturity. As used herein Separately Occupiable Portion means any part of an Independent Development Parcel that is used for any purpose including but not limited to a business, a residence, an overnight lodging room or suite.

GFH does not contest the amendment insofar as it concerns animals in the common areas. Rather, it objects to the Master Association's attempt to control what goes on inside the Liner Buildings, again allegedly in violation of the principles stated in Klinow. For its part, the Master Association claims this authority under master declaration section 4.3.3, which states that "the rights and easements of enjoyment of Community Beneficiaries created hereby shall be subject to . . . the right of the Master Association to take such steps as it may determine are reasonably necessary to protect, maintain and operate the Properties."

We note that the provisions of amended section 10.6 are identical to requirements imposed on the community's condominium residents. We agree with the association's assertion that these restrictions on number, size, type, and breed of pets are reasonable, as are the requirements that owners leash and pick up after their animals. The Liner Buildings are in relatively close proximity to the condominium buildings, and it is inevitable that dogs kept in the Liner Buildings will need to go outside and use the common areas of the property, and they can therefore be regulated to a reasonable degree to protect the community members' mutual enjoyment of the common areas. Cf. Majestic View Condo. Ass'n v. Bolotin, 429 So. 2d 438, 440 (Fla. 4th DCA 1983) (implying in dicta that such pet restrictions are reasonable in the condominium setting). As such, the circuit court erred in enjoining the enforcement of this amendment.

Section 10.2.1 – Liner Building Tenant Parking

GFH also challenged the adoption of section 10.2.1, which sets forth parking restrictions for the occupants of the Liner Buildings:

> 10.2.1 Independent Development Parcel Parking. Twenty-nine (29) parking spaces have been assigned to Independent Development Parcels for the exclusive use of the Owner(s) thereof and all other occupants of the buildings thereon. The owners and occupants are therefore prohibited from using any other parking spaces on the properties, including but not limited to the parking spaces for motorcycles, bicycles and the like. The Board may make temporary exceptions to this restriction on a case by case basis to accommodate special circumstances and may attach conditions to the granting of such exceptions. The granting of such temporary exceptions shall not create a precedent requiring exceptions in the future even in similar situations.

GFH claimed below that this new provision permitting the Liner Buildings' occupants to use only twenty-nine specified parking spaces and prohibiting them from using other spaces on the property violates section 3.1 of the master declaration and section 720.304(1). Section 3.1 provides generally that the common areas of the property are "intended for the use and benefit of all Community Beneficiaries." Section 720.304(1) similarly states that "all common areas and recreational facilities serving any homeowners' association shall be available to parcel owners in the homeowners' association served thereby and their invited guests for the use intended for such common areas and recreational facilities."

But it is also true that the mentioned statute provides that use of common areas may be subject to "reasonable rules and regulations." Further, the definition of "Parking Spaces" in section 1.1.41 states that parking spaces may be assigned as limited common areas. By implication, then, nonassigned parking spaces are common

areas, and common sense would seem to classify guest parking as a common area, as it is typically open to common use. The question becomes whether the Master Association had authority to prohibit the Liner Building's tenants and guests from using that common area.[4] One precedent from the Fourth District suggests that limitations of the kind adopted in the amendment to section 10.2.1 are reasonable regulations.

In Juno By The Sea North Condominium Ass'n (The Towers), Inc. v. Manfredonia, 397 So. 2d 297 (Fla. 4th DCA 1980), a seventy-unit condominium building had three parking lots: a covered lot with twenty spaces that had been designated in the master declaration as limited common elements and sold to individual unit owners who had exclusive use of those spaces; a second lot that had been designated as a common element with fifty spaces that were unassigned; and a third lot across the street with additional auxiliary parking. Id. at 301. Due to congestion, the condominium association assigned the fifty spaces in the common area lot to the fifty units that did not own exclusive spaces in the covered lot. Id. The owners of the covered spaces sued, contending that the association could not prohibit their use of the common area lot. The Fourth District disagreed. To the contrary, the court held that the limitation on use of the

[4]We note that, to the extent the Master Association claims the guest parking is now, by virtue of this amendment, a limited common element to which access has been restricted to only condominium building owners, the Master Association did not sufficiently preserve that argument below. It raised that contention for the first time in its motion for reconsideration of the partial final judgment, so it therefore cannot be considered on appeal. See Sch. Bd. of Pinellas Cty. v. Pinellas Cty. Comm'n, 404 So. 2d 1178, 1178 (Fla. 2d DCA 1981). Additionally, the Master Association has not pointed to any provision formally designating the guest spaces as limited common elements, as would be expected because limited common elements become appurtenances of the units to which they are assigned. See Juno By The Sea N. Condo. Ass'n (The Towers), Inc. v. Manfredonia, 397 So. 2d 297, 302–03 (Fla. 4th DCA 1980).

common area lot passed the test of reasonableness because the association's plan fairly ensured that each unit had access to parking. Id. at 302–05. Thus, even though the fifty-space lot remained a common area, its use reasonably could be restricted to certain unit owners.

We see no difference in this case. Under section 10.2.1, the Liner Building tenants have been granted exclusive use of the twenty-nine spaces nearest to their buildings, akin to the exclusive covered lots in Juno. Although the property's other spaces are a common area, the Master Association's restriction in this case is within the bounds of reasonableness. As such, it is enforceable.

Section 10.12 – Residential Lease Restrictions

Finally, GFH challenged the addition of section 10.12, which sets forth numerous restrictions and conditions on leases of the residential units in the Liner Buildings:

> 10.12 Residential Leases in the Independent Development Parcels. Leases with a term of thirty (30) days or more of Separately Occupiable Residential Portions of an Independent Development Parcel, as defined below, shall be subject to the prior written approval of the Association. Every lease shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Association. No leases for a term of less than thirty (30) days are allowed. Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (1) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration, and with any and all rules and regulations adopted by the Master Association from time to time (before or after the execution of the lease); (ii) and that a tenant may not, under any circumstances, sublet the occupied space (or any portion thereof) to any other person or permit occupancy by any other person that has not been approved. Additionally, copies of all written leases shall be

> submitted to the Master Association, and tenants must register with the Association prior to moving in. The owner of the Independent Development Parcel will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Area from the acts or omissions of tenants (as determined in the sole discretion of the Master Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special charge may be levied against the owner of the Independent Development Parcel therefore. All leases are hereby made subordinate to any lien filed by the Master Association, whether prior or subsequent to such lease. The Master Association may terminate any lease that is subject to approval by the Master Association and may evict the tenants pursuant to Chapter 83 Florida Statutes. As used herein Separately Occupiable Residential Portion means any part of an Independent Development Parcel that is used for a residence, an overnight lodging room or suite. Notwithstanding the foregoing guest suites for the use by guests of Owners when the Owner is also in residence on the Property are allowed.

GFH argued below that, as with section 10.13's regulations on commercial leases, these rules regulating GFH's residential leases unlawfully alter its ability to control its property, contrary to Klinow and section 3.7 of the master declaration, which gives GFH discretion to determine the terms of its commercial leases.

First, section 3.7 does not to apply to the residential leases at issue in this amendment. It states that GFH may "enter into leases with Commercial Lessees . . . upon such terms as may be acceptable to [GFH], in its sole and absolute discretion." The common meaning of "commercial lessees" would certainly suggest that section 3.7's provisions covering commercial leases do not apply to residential leases. And indeed, "Commercial Lessees," as the term is used in section 3.7, are defined in section 1.1.9 of the master declaration as "a lessee of all or any portion of an Independent Development Parcel, if any, that is not designed primarily for residential occupancy."

Further, the portions of the Liner Buildings that would be affected by section 10.12, i.e., the sixteen residential apartments, are designed primarily for residential use. The broad discretion granted to GFH by section 3.7 is not implicated by the addition of section 10.12.

Second, the rules and regulations contained in section 10.12 are reasonable limitations on use. Again, the conditions set forth in the section are virtually identical to the those imposed on units in the residential condominium towers. We would be hard-pressed to conclude that placing all residential units in the community under the same rules is unreasonable. The Liner Buildings, although separate structures, are part of a community for which courts have granted "a greater degree of control over and limitation upon the rights of the individual owner than might be tolerated given more traditional forms of property ownership." Seagate Condo. Ass'n v. Duffy, 330 So. 2d 484, 486 (Fla. 4th DCA 1976), approved sub nom. Woodside Vill. Condo. Ass'n v. Jahren, 806 So. 2d 452 (Fla. 2002). Indeed, the court in Seagate held that even an absolute prohibition against the leasing of units in a condominium complex can be a reasonable use limitation:

> Given the unique problems of condominium living in general and the special problems endemic to a tourist oriented community in South Florida in particular, appellant's avowed objective—to inhibit transiency and to impart a certain degree of continuity of residence and a residential character to their community—is, we believe, a reasonable one, achieved in a not unreasonable manner by means of the restrictive provision in question. The attainment of this community goal outweighs the social value of retaining for the individual unit owner the absolutely unqualified right to dispose of his property in any way and for such duration or purpose as he alone so desires.

Id. at 486–87. We reach the same conclusion here and conclude that the amendment adopting section 10.12 is reasonable and enforceable.

In sum, we reverse the circuit court's ruling on all seven amendments, and we remand for the court to vacate the injunction and enter judgment for the Master Association on Count VI of GFH's third amended complaint.

Reversed and remanded.

SILBERMAN, J., and CASE, JAMES R., ASSOCIATE SENIOR JUDGE, Concur.