



**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
RIVER BEND, A CONDOMINIUM**

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NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. SEE ENTIRE ORIGINAL DECLARATION FOR PRESENT TEXT.

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF RIVER BEND, A CONDOMINIUM**

KNOW ALL PERSONS BY THESE PRESENTS:

THE DECLARATION OF CONDOMINIUM OF RIVER BEND, A CONDOMINIUM, was recorded in Official Record Book 4435, at Page 3756, Public Records of Brevard County, Florida (the "Original Declaration"). The Original Declaration, including any amendments, is hereby replaced and restated in its entirety.

**SECTION 1. SUBMISSION TO CONDOMINIUM OWNERSHIP AND STATEMENT OF AFFAIRS.** This Amended and Restated Declaration of Condominium is made by River Bend Condominium Association of Brevard, Inc. The land described in the Declaration and the improvements located on the land have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Amended and Restated Declaration.

**SECTION 2. NAME AND ADDRESSES.** The changed name of the Condominium subject to this Amended and Restated Declaration is RIVER BEND CONDOMINIUM ASSOCIATION OF BREVARD, INC., as recorded in the Official Record Book 5401, at Page 2161. The mailing address for the Condominium is River Bend Condominium Association of Brevard, Inc., 3360 South Atlantic Avenue, Office, Cocoa Beach, Florida 32931.

**SECTION 3. DEFINITIONS.** The following definitions shall apply in this Declaration and in the Articles of Incorporation and Bylaws, unless the context otherwise requires:

3.1 "Articles" means the Amended and Restated Articles of Incorporation, as amended from time to time.

3.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements, common surplus and association property.

3.3 "Association" means River Bend Condominium Association of Brevard, Inc., its successors, assigns and legal representatives. The originally recorded Articles of Incorporation referenced the Association as "River Bend Condominium Association", but the Association name as filed with the Secretary of State is as stated in this Section 3.3.

3.4 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.5 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

3.6 "Bylaws" mean the Bylaws, as amended from time to time.

3.7 "Common Elements" means all portions of the condominium property of the Condominium not included within the Units, including landscaping, vehicle parking areas, swimming pool, recreational building and entranceways.

3.8 "Condominium" means River Bend, a Condominium.

3.9 "Condominium Act" means the condominium act in existence on the date of recording of this Declaration, unless the context states otherwise.

3.10 "Condominium Documents" means and includes this Amended and Restated Declaration and all recorded exhibits, including the Amended and Restated Articles of Incorporation and Bylaws, as amended from time to time.

3.11 "County" means Brevard, Florida

3.12 "Declaration" means this Amended and Restated Declaration, as amended from time to time.

3.13 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.14 "Guest" means any person who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy.

3.15 "Institutional Mortgagee" means the owner and holder of a mortgage encumbering a Unit, which owner and holder of such mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or credit union, or a Massachusetts business trust, or an agency of the United States government, or the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or any entity controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender, or assignee of the foregoing. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

3.16 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration, which would include an arrangement whereby the Unit is made available to a third party in exchange for the Owner having use rights of property of the third



party. A lease shall also exist if there is a charge or fee which is labeled as a "contribution", "voluntary gift", "reimbursed for Lot expenses" or the like.

3.17 "Member" or "Member of the Association" means a record Owner of a Unit, but shall not include persons who hold an interest merely as security for the performance of an obligation.

3.18 "Occupy" shall mean and refer to the act of being physically present in a Unit for any period of time. "Occupant" is a person who occupies a Unit.

3.19 "Original Declaration" shall mean and refer to the declaration of condominium of River Bend, a Condominium.

3.20 "Owners' Personal Property" is defined in Section 4.6 below.

3.21 "Owner" or "Unit Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Unit within the Condominium but excludes those having such interests merely as security for the performance of an obligation.

3.22 "Properties" means the Condominium property (Units and common elements) and Association property.

3.23 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

3.24 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership, as set forth in this Declaration.

3.25 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the record Owners of each Unit collectively are entitled to one vote in Association matters. A voting interest shall exclude any voting interest suspended by the Board of Directors of the Association as permitted by the Condominium Act, as amended from time to time.

3.26 "Administrative Rules" means those promulgated by the Department of Business and Professional Regulation from time to time.

**SECTION 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS; SURVEY AND PLANS.**

4.1 Entire Condominium. This Condominium consists of that property legally described in Exhibit "A" attached to and made a part of this Declaration. There are a total of 52 Units located in two 3-story buildings and one 4-story building, which also contains 54 garage parking spaces, and common elements. The Building has 6 type "A" units, each of which has 3 bedrooms, 2 baths and contains approximately 2,792 square feet, including patios or balconies; 18 type "B" units, each of which has 3 bedrooms, 2 baths and contains approximately 2,559 square feet, including patios or balconies; 20 type "C" units each of which has 3 bedrooms, 2 baths and contains approximately 2,203 square feet, including patios or balconies; 4 type "D" units, each of which has 3 bedrooms, 2 baths and contains approximately 2,787 square feet, including patios or balconies; and 4 type "E" units, each of which has 3 bedrooms, 2 baths and contains approximately 2,408 square feet, including patios or balconies. The graphic description of each floor of the building is shown on Sheets 5 through 8, inclusive, of Exhibit "A" to the Declaration of Condominium.

4.2 Survey and Plot Plans. Attached to this Declaration as part of Exhibit "A" is a survey of the land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the common elements and Limited Common Elements. Together with this Declaration, the foregoing is in sufficient detail to identify each Unit, the common elements and Limited Common Elements and their relative locations and dimensions. In the event of any conflict between this Declaration and Exhibit "A" attached to this Declaration, Exhibit "A" shall control and govern.

4.3 No Time-Share Estates. Time-Share estates are prohibited.

4.4 Unit Numbering System. Each Unit will be designated by a different number, so that Units may be described for all purposes, including conveyancing, solely by number. Units are numbered as shown on Exhibit "A" to this Declaration.

4.5 Unit Boundaries. The Units consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the Units, as more specifically shown in Exhibit "A" to the Declaration. The dark lines on the floor plans made part of Exhibit "A" represent the perimetrical boundaries of the Units, while the upper and lower boundaries of the Units, relating to the elevation of the Units, are shown in notes on such exhibit.

A. Exclusion. The Unit shall exclude pipes, wires, conduits or other public utility transmission devices running through any Unit which are utilized for or serve more than one Unit or the common elements, which shall be common elements.

4.6 Personal Property of the Owners. Except as otherwise provided in this Declaration, any improvement previously added to the common elements, Limited Common Elements or building exteriors installed by a current or previous Owner after the original construction of the building, including the hurricane protection installed by the Owner, or

installed by the original developer as an upgrade which is not reflected on Exhibit "A" to this Declaration, shall retain the character of personal property of the particular Owner and shall not be considered Condominium or Association property. The foregoing is hereinafter referred to as the "Owners' Personal Property".

4.7 Marina. The real property described herein is owned by the State of Florida. The various improvements which were constructed pursuant to a Submerged Land Lease with the State of Florida upon the property described in Exhibit "A", which include a dock, walkways, piers, twelve (12) Boat Slips, and other improvements, shall hereinafter be known as the "Marina". The terms of the Submerged Land Lease, which is current as of the recording date of this instrument and which was recorded in Official Records of the Public Records of Brevard County Florida, and the terms of same, as same are amended, modified, and extended hereafter, are incorporated herein by reference and shall be binding upon the Association, the unit owners, their tenants, guests, and invitees, as shall any future Submerged Land Lease which replaces or supersedes the current Submerged Land Lease.

A. The Marina shall be owned by the River Bend Condominium Association of Brevard, Inc. (hereinafter "Association") as Association property, as that term is defined in Section 718.103(3) of the Florida Statutes (hereinafter "Association Property") and shall be subject to all terms and conditions of the Declaration. The Marina shall not be a common element of the condominium.

B. The boundaries of the Boat Slips are more specifically shown in Exhibit A attached hereto. The dark solid lines on the site plan hereinabove mentioned represent the perimetrical boundaries of the Boat Slips, while the upper and lower boundaries of the Boat Slips relating to the elevations of the Boat Slips, are stated above.

C. Boat Slips are Association Property, with use rights given to Boat Slip users to be in the nature of a license and shall not be considered Limited Common Elements nor owned by the Owners.

**SECTION 5. EASEMENTS.** Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. Notwithstanding anything in this Section 5 to the contrary, nothing herein shall preclude the Association from exercising its suspension rights pursuant to Section 718.303, Florida Statutes, as amended from time to time. The following easements lie in addition to those provided for in the Condominium Act:

5.1 Encroachments. If any Unit encroaches upon any of the common elements or Association property for any reason other than the intentional act of an Owner, or if any common

elements or Association property encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists:

5.2 Ingress and Egress. Easements over the common elements and Association property for ingress and egress, to Units and public ways, to and from the Condominium.

5.3 Maintenance, Repair and Replacement. Easements through the Units, common elements and Association property for maintenance, repair and replacements.

5.4 Utilities. Easements shall be granted through the common elements and Association property and Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other Units and to the common elements.

5.5 Public Services. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium and Association property.

5.6 Support. There shall be an easement over every portion of the Unit contributing to the support of the common elements or of other Units, for the benefit of the Association and the Owners of supported Units.

## **SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.**

6.1 Condominium Parcels. Each Unit is described and located on Exhibit "A" to this Declaration. The Owner(s) of each Unit shall own that undivided share in the common elements and the common surplus as is set forth in Exhibit "B" attached to and made a part of this Declaration.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including without limitation the following:

- A. An undivided ownership share in the land and other common elements and the Common Surplus, as specifically set forth in Section 6.1 above.
- B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached to this Declaration as Exhibits "C" and "D", respectively.
- C. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time
- D. Other appurtenances as may be provided in this Declaration and its exhibits.
- E. Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or of the Properties may unreasonably interfere with the rights of other Owners of other persons having rights to use the Properties. No Unit may be divided, or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

6.4 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights of Association property and common elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 6.4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association property and common elements otherwise readily available for use generally by Owners.

## **SECTION 7. COMMON ELEMENTS.**

7.1 Common Elements Defined. The common elements are as defined in Section 3.7 above.

7.2 Restraint Upon Separation and Partition of Common Elements. The undivided share of ownership in the common elements appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. No action shall be permitted for partition of the common elements.

**SECTION 8. LIMITED COMMON ELEMENTS.** Certain common elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration. The following common elements are hereby designated as limited common elements:

8.1 Heating and Air Conditioning. The entire air conditioning/heating system, including but not limited to the compressor, handling equipment, and all appurtenances, which are located within the common elements and within the unit, shall be a limited common element of the Unit so served.

8.2 Electric, Water, Sewer and Gas Facilities. All electric, water, sewer and gas lines, pipes, conduits, connections, wiring, phone and cable lines and other related facilities located within the common elements but which service only one Unit shall be a limited common element of the Unit so served.

8.3 Balcony/Patio. The balcony/patio adjacent to a Unit is a Limited Common Element of the Unit, from above the floor slab to the underside, if any, of the floor slab above, including

the balcony/patio light fixture and railings, but excluding the exterior surface of the stucco walls bounding the balcony/patio.

8.4 Indoor Garage Parking Spaces. Previously indoor garage parking spaces were assigned to Units, as Limited Common Elements of the Unit to which they have been assigned. Such indoor garage parking spaces shall not be reassigned or exchanged but shall remain appurtenant to the Unit(s) so assigned as Limited Common Elements thereto.

8.5 Apertures. The following apertures in the building shall be considered Limited Common Elements of the Unit served thereby: Windows and sliding glass doors including all hardware, glass, frame and casing and the hardware and balcony stationary doors for the entry door into the Unit.

8.6 Others. Any part of the common elements connected to or exclusively serving a single Unit, and which is specifically required in Section 11 of this Declaration to be maintained, repaired, or replaced by or at the expense of the Owner, shall be deemed a limited common element of the Unit so served.

**SECTION 9. ASSOCIATION.** The operation of the Condominium is by River Bend Condominium Association of Brevard, Inc. which shall perform its functions pursuant to this Declaration and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "C", as amended from time to time.

9.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "D", as amended from time to time.

9.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and Bylaws. The Owners of each Unit shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and Bylaws.

9.4 Limitation on Liability.

- A. The Association has a duty to maintain and repair certain Properties. In the event that the Association shall cause damage to any Unit, or Owners personal property in the course of the Associations' maintenance, repair or replacement of those Properties, the Association shall bear the expense of repairing such damage.
- B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property; Financing. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of all Members of the Association. The Association shall be permitted to purchase Units and lease real property, with the approval of the Board of Directors only. The Association may mortgage real property. The Association shall be permitted to assign its assessment rights in connection with obtaining financing, but the assignment cannot pertain to reserves for deferred maintenance and capital expenditures required by or regulated by the Condominium Act and the Administrative Rules, nor to special assessments unrelated to payment of the debt in question, nor to insurance proceeds.

**SECTION 10. ASSESSMENTS, CHARGES AND LIENS.** The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and/or maintenance and service contracts inside the Units, and/or bulk rate telecommunications contracts (if the Board chooses to enter into such contract), and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts.

10.2 Share of Common Expenses. Each Owner (collectively) and each Unit in this Condominium shall be liable for that share of the common expenses, equal to each Owner's share of ownership of the common elements as stated in Section 6.1 above.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Condominium Documents or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 10.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the common elements or Association property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by the Condominium Act.

10.6 Application of Payments; Failure to Pay; Interest; Late Fees.

A. Payment of Annual Assessment:

- (a) Prepayment of annual assessment is acceptable during the year they are due provided the payment meets or exceeds the requirements set forth in No. "b" below for paying fees on a monthly schedule.
- (b) Annual assessments may be paid on a monthly schedule in the amount equal to one-twelfth (1/12<sup>th</sup>) of the total annual assessment.
- (c) Each monthly assessment is due and payable on the first day of each month and is delinquent on the 11<sup>th</sup> day of the month.
- (d) If owner executes a payment draft on or after the due date of the first day of the month, the owner will have declared that they are accepting any and all risk associated with payment not being deposited at the Association's bank by the 10<sup>th</sup> day of the month.
- (e) Delinquent accounts not paid prior to the 11<sup>th</sup> day of the month will be sent a Notice of Delinquency letter or copy of property management monthly statement and will be assessed a \$25.00 late charge or five percent of the assessment whichever is greater.
- (f) Each delinquent assessment not paid by the first day of the following month will be charged interest at a rate of 18% per annum, or the maximum rate permitted by law, from the original due date until paid in full.
- (g) Payments that are delinquent for 30 days beyond the original due date shall be submitted to the Association attorney for legal action.

B. Collection of Delinquent Assessments

- (a) Association is entitled to recover any attorney's fees and costs incurred in collection of delinquent assessments.
- (b) Any payment received for a delinquent assessment shall be applied in the following order:



- 1) Interest accrued;
- 2) Late fees;
- 3) Dishonored check bank fees;
- 4) Attorney fees and costs;
- 5) Principle balance of delinquent assessment

- (c) If owner's check is dishonored for payment, Board may require all payments for remainder of the calendar year be by cashier's check or money order. Owner is responsible for any bank charges incurred by Association relating to a dishonored check.

10.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any claim of lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The claim of lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The claim of lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien. The Association is empowered through the Board to assign its lien rights for recovery of unpaid assessments to a third party, to secure repayment of a loan entered into by the Association.

10.8 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

- A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure or ad-valorem tax sale shall be as provided in the Condominium Act as amended from time to time.
- B. Leases. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the claim of lien unless prohibited by the Condominium Act from time to time. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a receiver, which may be the Association, to collect the rent. Such receiver shall be appointed pursuant to a court order in the foreclosure action. If some person other than the Association acts as receiver, then the cost of the receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action.

10.10 Certificate as to Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.11 Charges.

- A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; fines; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents, except that a Charge shall be considered a common expense of the Association.
- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.
- C. See 10.6 above.

**SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS; ALTERATIONS AND IMPROVEMENTS.** Responsibility for only the limited common elements referred to in Sections 8.3 and 8.4 above, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows:

11.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. Common Elements and Association Property. All Common Elements and Association property.
- B. Limited Common Elements: Only the Limited Common Elements referenced in Section 8.4 above and Section 8.5 above.
- C. Owners' Personal Property. None.
- D. Units. None, but subject to casualty repair and reconstruction as otherwise provided for by the Condominium Act as amended from time to time.

11.2 Owner Maintenance. Each Owner is responsible, at his/her own expense, for the maintenance, repair, and replacement of the following Properties:

- A. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary, subject to casualty repair and reconstruction as otherwise provided for by the Condominium Act as amended from time to time.
- B. Owners' Personal Property. All Owners' Personal Property, as defined in Section 4.6 above.
- C. Limited Common Elements. All Limited Common Elements other than that referenced in Section 8.4 above and other than the entry door and door hardware referenced as part of Section 8.5 above.
- D. Miscellaneous Covenants and Understandings of Each Owner.
1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high-quality condition and appearance and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
  2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.
  3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
  4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.
  5. Each Owner is responsible for the expense of all decorating within the "solid black lines" as shown on Sheet 9 of Exhibit A, Typical Unit drawing, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.
  6. The Board of Directors is empowered to require approval of any contractors or subcontractors performing work for which the Owner is obligated to maintain, repair or replace under this Declaration. All contractors performing work for Owners must be licensed where

required, carry workers compensation insurance, (or workers compensation insurance exemption consistent with state law) and liability insurance with the Association made a certificate holder and additional insured. Evidence of the foregoing must be provided to the Association prior to commencement of work.

11.3 Maintenance Standards for Owners and Occupants. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high-quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high-quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

- A. Windows, Glass Doors and Respective Frames. Broken or cracked glass and their respective frames shall be immediately replaced for safety concerns as well as cosmetic reasons.
- B. Screens and Screen Frames. Where used, any torn, cut or otherwise damaged screening or damaged screen frames shall be repaired, replaced or removed as reasonably soon as possible after the damage.
- C. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear broken or inoperative, nor shall they appear substantially worn, discolored or faded.

11.4 Alterations and Improvements by the Owners and Occupants.

A. Rights of Owners and Residents. **NO OWNER SHALL EFFECT ANY CHANGE, ALTERATION OR IMPROVEMENT TO THE EXTERIOR OF THE UNIT OR ON THE COMMON ELEMENTS OR TO THE INSIDE OF THE UNIT WHICH CAN BE VIEWED FROM OUTSIDE OF THE UNIT EXCEPT AS OTHERWISE PERMITTED IN THIS DECLARATION.**

1. Provisos:

- (a) No Owner shall be required to obtain the approval of the Association for the installation of any antenna or satellite dish which is protected by federal law. The guidelines for installations protected by federal law are set forth in Section 11.4.C.4 below. Satellite dish installations in locations not addressed in Section 11.4.C.4 shall be permitted only with the prior written approval of the Board of Directors.

- (b) Any Owner without prior Board approval, may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and a half feet by six feet (4 1/2' x 6'), that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
- (c) An Owner may install an electric vehicle charging station in an assigned Limited Common Element indoor parking space, without Board approval, but subject to the requirements of the Condominium Act, as amended from time to time, and subject to architectural standards adopted by the Board of Directors from time to time and as permitted by the Condominium Act, as amended from time to time.

B. Removal of Interior Partition Wall; Other:

- 1. Interior Partition Wall. If any Owner desires to remove any interior partition wall, he or she must first submit a set of sealed architect or engineer drawings and specifications to the Board and obtain Board approval in writing before such removal. The removal could materially affect or interfere with the utility services constituting common elements, if any, located therein. However, if a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.
- 2. Interiors. Board approval is required as to any alteration, improvement, or change on the interior of the Unit to the extent that same materially affects or interferes with the structural integrity of a load bearing wall or column. Board approval is also required for the installation of hard flooring inside the Unit, which will contain sound-deadening guidelines and follows State Building Code.
- 3. Combination of Units. No Units may be combined to create one Unit.

C. Architectural Standards. The following constitute some of the architectural standards for the Condominium, applicable to the Owners and Occupants, which require the prior written approval of the Board of Directors of the Association even though permitted below:

- 1. Tropical Storm and Hurricane Protection and Shutters  
New Install:

- (a) Each proposed installation shall be submitted, as defined by the Hurricane Shutter Procedure, to the BOD for its review and approval.
- (b) BOD review and approval must be obtained prior to installation.
- (c) All installations shall be made by a licensed and insured contractor.
- (d) Permits (or, at a minimum, the permit reservation number) shall be obtained prior to approval by the BOD.
- (e) Each installation proposed must be architecturally in accord with existing installations to retain appearance uniformity throughout the complex.
- (f) There must be a certificate of compliance with state and local building codes, for the manufacturer and model proposed for installation, on file with the Association prior to installation. Of specific concern is the current State of Florida Building Code requirement for Hurricane Shutters and Windows.
- (g) Color: White, conforming to existing installations, is the only approved color for hurricane shutters.
- (h) Window Openings: Where possible, windows shall use the framed "roll-down" type of hurricane shutters. Where not possible, framed accordion shutters will be allowed. These shutters may be manually or electrically deployed. If electrically deployed, there must be an ability to override the motor mechanism to allow for manual operation.
- (i) Door Openings: Where possible, doors shall use the framed roll-down" type of hurricane shutters. Where not possible, framed accordion shutters will be allowed. These shutters may be manually or electrically deployed. If electrically deployed, there must be an ability to override the motor mechanism to allow for manual operation. If electrically deployed, there must be a key for the front door provided to the Association.
- (j) Balconies: Hurricane shutters which enclose any balcony shall be of the accordion type framed using only the floor and ceiling of the balcony with vertical connections only at the walls of the condominium. No intermediate vertical standards shall be permitted.

(1) Balcony bottom rail must be set on a plinth (greater than 1/8") to permit under-drainage.

(2) All masonry holes drilled must be treated with acrylic or urethane caulk prior to installing screws.

(k) The application will be processed within ten (10) days from its receipt, including notification of its disposition to the applicant.

2. Maintenance on Installed Shutters:

(a) Any mechanical, electrical maintenance, repair or replacement on previously installed shutters must be done by a licensed and fully insured vendor. If a new vendor is desired, the requisite information must be submitted to the BOD to allow the vendor to be placed on the list of approved vendors.

(b) Shutter replacement must use materials in compliance with the State Building Code standards at the time of replacement and require an application as if a new installation is being requested.

3. Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Units (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units. Exceptions: The following shall not violate this Section 11.4.C.2:

(a) Official notices of the Association.

(b) Signs on permitted vehicles under Sections 12.4.B.1, 2, 3 and 4 below.

(c) Health related notifications.

(d) One Security company sign in one window of the Unit.

4. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted without prior written Board approval shall be those that are protected by federal law, as amended from time to time, which currently requires the installation to be entirely within the boundaries of the Unit or Limited Common Elements. No installation may be affixed to the floor or wall of a balcony/patio. In no event shall any restrictions imposed in this Section 11.4.C.3 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time.

5. Religious Object. An Owner shall be entitled to attach on the mantle or frame of the door of the Unit, a religious object not to exceed three

inches wide (3"), six inches high (6"), and one and a half inches deep (1.5"), and the Board shall not be permitted to deny an Owner's request to install same.

6. Objects in front of Unit Entry Door. Up to two potted plants, only, and one chair may be placed adjacent to the Unit's entry door, so long that same do not protrude into the walkway.
7. Windows. New windows must be in kind replacements with white frames and light gray glass. Film to block UV rays may be applied to windows, sliders and fixed doors only with prior Board approval in writing.
8. Balconies/Patios.
  - (a) Balcony/patio fans are permitted, but must be of a light color. If a balcony/patio light fixture is removed and replaced with a ceiling fan, the light fixture must be returned to the Association.
  - (b) Balcony/patio lights must be uniform in appearance as prevailing in the Condominium on the Effective Date hereof.
  - (c) Balcony/patio flooring and coverings of any kind are prohibited.
  - (d) Garments, rugs, towels and the like shall not be hung from windows, patios, balconies or any of the building facades.
9. Utilities. No utility lines and pipes may be altered in any manner whatsoever.

11.5. Alterations and Improvements by the Association. A material alteration or substantial addition includes changes that may vary or change the form, shape, elements or specifications of a building from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

- A. The Association shall have the right to make or cause to be made alterations or improvements to the common elements or Association property, the cost of which is shared by all members of the Association. The alteration or improvement may not be made unless approved in writing and in advance by not less than a majority of the voting interests of all members of the Association. The foregoing complies with the requirements of F.S. 718.113(2), as amended from time to time.
- B. Proviso. Notwithstanding the foregoing to the contrary, in the event any alteration or improvement is also necessary in the maintenance, repair, replacement or protection of the Properties or Owners or Occupants, and/or are improvements or upgrades due to changes in



building codes and/or which result in more storm resistant and better wearing materials or as to the installation of mailboxes, then such alteration or improvement shall not require the ratification or approval of the Owners.

**SECTION 12. USE RESTRICTIONS.** The use of the Properties shall be in accordance with the following provisions as long as the Condominium exists:

12.1 Occupancy of Units. Each Unit shall be occupied by Owners or tenants and their family members and Guests, invitees and servants, as a residence and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit. There shall be a limit of 6 occupants per Unit, with any Guest visiting up to 30 days not being counted in this computation.

12.2 Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

12.3 Pets and Animals.

- A. No pet or animal shall be permitted in any Unit, except for 1 dog and 1 cat or 2 of either, none of which shall exceed 35 pounds when measured at maturity; and fish in tanks kept inside of the Unit. No such pet or animal shall be bred or kept for commercial purposes. A maximum of two animals shall be permitted in any Unit at any time.
- B. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash. No cats or dogs shall be permitted to run at large outside the Unit.
- C. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal and dispose of all solid waste.
- D. The owner/custodian of the animal or pet shall permanently remove his or her animal or pet from the Condominium when such animal or pet emits repeated excessive noise such that the same may be heard outside the unit.
- E. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Condominium property.
- F. There shall be no feeding of any animals or birds, whether a pet or not, anywhere on the common elements or Association property.

12.4 Vehicles and Parking. The following restrictions apply:

- A. Prohibited Vehicles or Items. No Agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; semis, tractors or tractor trailers; buses;

recreational vehicles; trucks; vans; limousines; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; truck campers and foldout campers; tents; mobile homes; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; boats (except in the marina) and boat trailers; any other trailer, and other such motor vehicles or commercial vehicles. Any vehicle with visible advertising may be deemed a commercial vehicle in the sole discretion of the Board of Administration.

B. Exceptions to "A." above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 12.4.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Properties, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Motorcycles, minibikes, bicycles and the like. Motorcycles, mopeds, minibikes, bicycles and the like shall be permitted.
6. Pickup trucks and SUV's are permitted.

C. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, replacing broken glass or the changing of tires of a vehicle are permitted.
2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Properties at any time for any reason.
3. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

4. All owners and residents of the condominium are restricted to two (2) permitted vehicles per unit with one inside assigned garage parking space and one unassigned outside parking space. All motor vehicles on the property must display a parking tag. A replacement fee of \$5.00 will be assessed for each lost tag and the ID number of the lost tag will be voided. Any vehicle without the proper tag is subject to a charge of \$50.00 per day or possible towing.

5. Guests/visitors parking on the property overnight or longer shall display a permanent hangtag belonging to the owner or a Temporary Parking Information Form on their vehicle. Guests/visitors parking is on a "space available" basis and is not guaranteed regardless of whether a Temporary Parking Information Form is displayed. Visitors may be requested to remove their vehicles if there is insufficient parking for residents.

D. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. The Association also has the option to "boot" the Prohibited Vehicle or improperly parked vehicle. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/ herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed or "booted", the Association shall nonetheless have the right to seek compliance with this Section 12.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents or Rules and Regulations. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.4.

F. Indoor Parking Garages.

1. Items may be stored only in each Limited Common Element assigned indoor parking space, with the following limitations: storage sheds and storage shelving shall be permitted; plastic storage containers shall be permitted; however, no items may be stored outside of the foregoing storage items. Notwithstanding the foregoing to the contrary, recreational items may be kept within an assigned indoor parking space, so long as there is room to park a vehicle.
2. No gas grills or combustible materials may be stored in the garage.

3. No recreational activity shall be permitted inside the garage.
4. Bicycles may be stored in an assigned Limited Common Element parking space.
5. No item including the parking of a vehicle shall be stored that impede any sprinklers or pipes located within the garage according to Florida Building Code and NFPA1.

12.5 Nuisances, Ordinances and Laws. As determined by the Brevard County Noise Ordinance, no Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instrument, stereo, radio or television shall be played between the hours of 10:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants.

12.6 Signs. Signage is as limited by Section 11.4.C.2 above.

12.7 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Units. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as an authorized home occupation under the applicable zoning code in effect on the Effective Date of this Declaration and which is not prohibited elsewhere in this Declaration shall be permitted, except the following which are prohibited irrespective of the code:
  1. Daycare or childcare facility or operation of group home or babysitting (all regardless of age) shall be prohibited irrespective of whether same is viewed as a home occupation or otherwise.
  2. No client or patron traffic shall be permitted.
  3. The activity must be conducted wholly within the Unit.
- B. The business of operating the Association shall not be considered as business activity under this Section 12.7.

12.8 Trash and Garbage. No trash shall be discarded on any part of the Condominium property except in the trash chutes or in provided dumpsters. All garbage and rubbish "excluding permitted recyclable items placed in the recycle bins" must be securely tied in plastic bags. Aluminum and other recyclables including glass shall be rinsed and then placed in

receptacles made available by collection authorities and if not, then made available by the Association. Bulk trash shall never be allowed to remain in any of the commonly used areas of the Condominium. Recycle bins are provided for and must be used for recycling. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

12.9 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

12.10 Loitering. Loitering on the Properties shall be prohibited and shall constitute a nuisance.

12.11 Marina, Boat and Dock Restrictions. [See Section 25]

12.12 Guest Use in Absence of Host. No overnight Guest shall occupy a Unit in the absence of the Owner or tenant as host, unless the host provides prior written notice to the Association advising the Association of information as set forth in a notice document prepared by and provided by the Association from time to time. It is not intended that the Association has any right of approval or disapproval. The host is considered absent from the Unit when the host does not also stay in the Unit overnight with the Guest.

12.13. Clotheslines. Clotheslines shall be permitted only on the patio/balcony, screened from view of all other Units and may not be attached to the building or railings.

12.14 Balconies/Patios. No grill of any kind except for a small electric grill shall be allowed on the balconies/patios, except as otherwise allowed by the applicable code from time to time.

12.15 Other Restrictions. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds. No towels, clothing or other items shall be hung from the balcony railings. Only standard patio chairs, tables and furnishings, State approved electric grills and potted plants are permitted on balconies.

**SECTION 13. LEASING OF UNITS.** An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association as provided for in this Section 13. Reference to "leasing" in this Section 13 shall also include rental and a license with the Owner. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal, license, or change in occupancy under, during or along with a Lease or license is referred to in this Section 13 as a ("Lease").

### 13.1 Procedures.

- A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Lease at least fifteen (15) days prior to the proposed Lease and occupancy thereunder, together with the name and address of the proposed lessee(s), the names of the intended occupants to occupy the Unit along with the lessee or licensee, an executed copy of the proposed lease, and such other information as the Board may reasonably require as to the proposed lessee(s) and any intended occupants. The Board may require the personal appearance of any lessee(s) and his/her spouse and any other intended adult occupants, as a condition of approval. No occupancy or placement of personal belongings in the Unit is permitted prior to the Board's approval.
- B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Lease within fifteen (15) days. The Lease also includes approval of all lessees and all intended adult occupants. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
- C. Disapproval. A proposed Transfer shall be disapproved if a Board so votes, and in such case the Lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
1. The Owner is delinquent in the payment of assessments or other monetary obligations due and owing to the Association at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
  2. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or Rules and Regulations of the Association;
  3. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or non-possession drug offenses;

4. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the Condominium Documents and/or Rules and Regulations of the Association;
  5. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
  6. The Owner fails to give proper notice of his or her intention to lease his Unit to the Board of Directors.
  7. The Owner advertises the Unit on any rental or other online site which seeks a tenant or licensee for rent which violates this Section 13.
  8. Notice of disapproval shall be sent or delivered in writing to the Unit Owner.
- D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.
- E. Unapproved Transfers. Any Lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 13 be violated.
- F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, and other data relating to the intended lessee(s), and adult occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s)/licensees, and adult occupants within the time limits extended to the Association for that purpose as set forth in this Section 13, inclusive of criminal and other background checks. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Lease.
- G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval of a Lease set forth in this Section 13; in the amount not to exceed the maximum allowed by applicable law from time to time. Maximum transfer fee is currently \$100.00 per applicant.

- H. Certain Exceptions. Section 13.1 shall not apply to a purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such Section 13.1 apply to a Lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
1. Proviso (that is, Exception). This Section 13.1.H shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of this Section 13.1.

13.2 Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration must be in writing and shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

- A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.
- B. The Association is entitled to an assignment of rent from the tenant/licensee when the Owner is delinquent in the payment of any monetary obligation due and owing to the Association, as provided for in the Condominium Act as amended from time to time. Where the tenant/licensee fails to make the required rent payment to the Association, or the landlord/licensee collects rent directly from the tenant/licensee, same shall be considered a material breach of the Lease/License.

13.3 Additional Restrictions. The minimum term for any Lease shall be 3 consecutive months and no lease shall be made more often than twice in any calendar year; a lease is considered made on the first day of the lease term. No rooms may be rented, and no subletting is permitted. No Lease shall be made to a corporation, limited liability company or business named partnership or other entity.

13.4 Lease Waiting Period. Beginning with the date on which this Amendment is recorded in the public records, future Owners and current Owners not currently leasing or licensing their unit may not enter into a lease of or license for their Unit until after the Owner has owned the Unit for at least one (1) year.



**SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS.** There shall be no Association approval required for the transfer of title to Units.

14.1. Limitations on Ownership. Except for those entities acquiring title pursuant to a lien or mortgage foreclosure sale, or tax deed sale and except for the Association, no Unit may be owned by a corporation, limited liability company, business named partnership or other entity.

14.2 Notice. An Owner intending to sell or otherwise convey title to a Unit must complete an information form prepared by and provided by the Association from time to time prior to the purchaser obtaining title to the Unit. An Owner who obtains title by gift or devise must advise the Association promptly when the Owner becomes aware that title was so acquired and must complete an information form prepared by and provided by the Association from time to time.

**SECTION 15. INSURANCE.** Insurance shall be carried and kept in force at all times in accordance with the following provisions. Flood insurance is governed solely by Section 17 below and not by this Section 15:

15.1 Coverage. The Association shall maintain insurance covering the following:

A. Casualty.

- (1). All portions of the Condominium property as originally installed or replacement of like kind and quality, in accordance with the original plan specifications except as limited to Section 15.1 A (2).
- (2). All alterations or additions made to the condominium or association property pursuant to F.S. 718.113(2). The insuring responsibility of the association shall **exclude** wall, floor, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, hurricane shutters, windows & glass doors, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing that are located within the boundaries of a unit and serve only one unit.
- (3). The foregoing properties referenced in subsections A.1 and A.2 above are collectively referred to as the "Insured Property." The foregoing shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording the coverage and if not so determined, by the Board of Directors of the Association. These policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association subject to F.S. 718.111(11)(c), as amended from time to time. This coverage shall afford protection against:

- (i) Loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement.
  - (ii) Any other risks as from time to time customarily covered with respect to buildings similar in construction, location, and use of the buildings, including but not limited to vandalism and malicious mischief.
- B. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about, or in connection with, the insured property, or adjoining driveways and walkways, or any work, matters, or things related to the insured property, with coverage as shall be required by the Board of Directors of the Association, with a cross-liability endorsement to cover liabilities of the owners as a group to any owner, and vice versa, if reasonably available.
  - C. Workers' Compensation and other mandatory insurance, when applicable.
  - D. Fidelity Insurance, as required by the Condominium Act, covering all persons who control or disburse Association funds, the insurance to be in an amount that is the greater of that required by the Condominium Act or determined by the Board.
  - E. Association Property. Appropriate additional policy provisions, policies, or endorsements extending the applicable portions of the coverage described above to all Association property, when coverage is available.
  - F. Umbrella Policy. Appropriate additional policy provisions including Commercial General Liability, Commercial Automobile Liability and Directors and Officers.
  - G. Cyber Policy. Including provisions for Network Security, Network Extortion, Network Interruption and Recovery, Security and Privacy Liability and Multimedia & Intellectual Property Liability.

15.2 Primary Provisions. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) pay only a fraction of any loss in the event of coinsurance, or if other insurance carriers have issued coverage on the same risk, and (ii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a committee of the Board of Directors or members of any committee, one or more owners, or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual owners that are not under the control of the association, and that the policy shall be primary, even if an owner has other insurance that covers the same loss.

15.3 Additional Provisions. All policies of insurance shall provide that the policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units.

15.4 Premiums. Premiums on insurance policies purchased by the association shall be paid by the Association as a common expense, except that the costs of fidelity bonding for any management company employee may be paid by the company under its contract with the association. Premiums may be financed in a manner as the board of directors deems appropriate.

15.5 Insurance Trustee. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Owners, and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses for the insured property shall be paid to an insurance trustee ("insurance trustee"), which may be designated by the board of directors and that, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in Florida. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive the proceeds as are paid and to hold the same in trust for the purposes elsewhere stated here. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the owner and mortgagee under the provisions of this declaration. Fees and expenses of the insurance trustee are common expenses.

- A. Board Acting as Insurance Trustee. The Board of Directors of the Association shall have the option, in its discretion, of appointing an insurance trustee hereunder. If the Association fails or elects not to appoint an insurance trustee, the Association will perform directly all obligations imposed on the Insurance Trustee by this Declaration.

15.6 Association as Agent. The Association is irrevocably appointed as agent and attorney-in-fact for each owner and for each owner of a mortgage or other lien on a unit, and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the association and to execute and deliver releases on the payment of claims.

15.7 Benefit of Mortgagees. Certain provisions in this Section 15 titled "Insurance" are for the benefit of mortgagees of units and may be enforced by the mortgagees.

**SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY DAMAGE.** The following shall not apply to reconstruction or repair after flood damage, refer to Section 17:

**16.1 Determination to Reconstruct or Repair.**

- A. Subject to the provisions of Section 16.1.B and 16.1.C below, in the event of damage to or destruction of the Insured Property as a result of a casualty, the Association shall promptly repair and reconstruct same.
- B. If the total estimated cost of repairs necessary either to restore the improvements to their former condition, or to bring them into compliance with applicable laws or regulations, exceeds the combined fair market value of all Units in the Condominium after completion of the repairs, or it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land-use laws or regulations, on the approval of the interests of the members necessary to amend the Declaration, the repair or restoration shall not occur and instead the Condominium shall be terminated.
- C. If 75% or more, measured in terms of replacement cost, of the insured property is substantially damaged or destroyed but the situation described in 16.1.B above does not occur, and if Owners, owning 80% of the applicable interests in the common elements, duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of institutional first mortgagees approve a resolution, and as long as not more than 5% of the total voting interests of the condominium have rejected the plan of termination by negative vote or by providing written objections thereto, the Condominium property will not be repaired, with the Condominium to be terminated and the (former) Condominium property to be subject to an action for partition instituted by the Association, any Owner, mortgagee, or lienor, as if the Condominium property were owned in common.

**16.2 Plans and Specifications.** Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original improvements and applicable building and other codes; or if these plans and specifications are not available, in accordance with the plans and specifications approved by the board of directors of the association and applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property (including but not limited to roofs, windows, doors, paving, common elements and association property, wall and floor coverings, and other external surfaces) damaged by the casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the common elements or association property, based on the following reasons: requirements due to changes in codes, and/or the use of more practical and/or better wearing materials and components including those which are more storm-resistant and/or prevent or minimize water intrusion into the units or buildings constituting association property. As to any alterations or additions not encompassed

in the foregoing, not only is a Board vote required, but a majority of all voting interests in the association must also approve. The majority vote applies notwithstanding any different vote imposed elsewhere in this Declaration for material alterations or substantial additions to the common elements and Association property.

16.3 Distribution of Proceeds. Proceeds of insurance policies for insured property received by the insurance trustee shall be distributed to, or for the benefit of, the beneficial owners thereof in the following manner:

- A. Expenses of the Trust. All expenses of the insurance trustee shall be first paid or provision shall be made therefor.
- B. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to contractors, subcontractors, and suppliers engaged by the association in repair and restoration in appropriate progress payments.
- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners, and the Owner's share shall be distributed first to all institutional first mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, in the following order: first, for Insured Property located within the Unit boundaries, to each Owner of affected units in proportion to the damage suffered by each affected Owner, and last, for Insured Property not located within the Unit boundaries, to all Owners in their undivided shares of ownership in the common elements.
- D. Certificate. In making distributions to owners and their mortgagees, the insurance trustee (if appointed) may rely on the Association Certificate as to the names of the owners and their mortgagees and their respective shares of the distribution.
- E. Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, the balance shall be handled as follows: Any excess resulting from a special assessment shall be handled as permitted by F.S. 718.116(10).
- F. Certificate. Notwithstanding the provisions herein, the insurance trustee (if appointed) shall not be required to determine whether or not sums paid by Owners on assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made on the order of the Association alone, or

on the additional approval of an architect, engineer, or otherwise, if any, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine the payees, nor the amounts to be paid. The Insurance Trustee (if appointed) may rely on an Association Certificate as to any or all of these matters and stating that the sums to be paid are due and properly payable and stating the names of the payees and the amounts to be paid.

16.4 Assessments: Financing. If the proceeds of the insurance are insufficient, or it is determined by the Board that proceeds will not be sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or on completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the association are insufficient, regardless of the extent of the damage, annual and/or special assessments may be made against the owners in sufficient amounts to provide funds for the payment of costs, including, but not limited to, deductibles, if any, and/or the association may obtain financing to pay for same. This financing may be put into place even in advance of a casualty. These assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the common elements.

16.5 Benefit of Mortgagees. Certain provisions in this Section 16 are for the benefit of mortgagees of units and may be enforced by any of them.

**SECTION 17. FLOOD INSURANCE.** The following covers flood insurance, which subject is not covered by Sections 15 and 16 of the Declaration, except for those portions referred to in Section 17.5.A below.

17.1 Obligation to Purchase. The Association is obligated to purchase flood insurance upon the Condominium property, and all Owners' Personal Property as provided for in Section 4.6 of the Declaration, in such coverages as stated in Section 17.2 below. The Association may but is not obligated to purchase excess flood insurance, which is a Board decision to be exercised in its sole discretion from time to time. Those portions of the Condominium Association property and Owners Personal Property which are actually insured for flood insurance is hereinafter referred to as the "Flood Insured Property". The named insured will be the Association individually and as agent for the Owners, without naming them.

17.2 Coverage. The Flood Insured Property shall be as dictated by the Federal Flood Insurance Program, from time to time, and if a flood insurance policy is available other than through such Program, then such Improvements as determined to be insured by the Board of Directors from time to time. Any excess flood insurance policy shall cover such portions of the Flood Insured Property as determined by the Board of Directors in its sole discretion from time to time.

17.3 Premiums. Premiums upon flood insurance policies purchased by Association shall be paid by the Association as part of the common expenses. Premiums may be financed in any manner as the Board of Directors deems appropriate. Deductibles are permitted.

17.4 Association as Agent. The Association, by and through its Board of Directors, is irrevocably appointed as agent and attorney-in-fact for each Owner and each mortgagee, to adjust all claims arising under flood insurance policy/policies purchased by the Association and to execute and deliver releases on the payment of claims.

17.5 Reconstruction or Repair of Flood Damage After a Flood Casualty.

- A. Determination to Reconstruct or Repair. The decision whether to repair and reconstruct flood damage after a flood casualty event shall be the same as applicable to reconstruction or repair after casualty relating to non-flood damage under Section 16.1.A, Section 16.1.B and Section 16.1.D of the Declaration of Condominium, which sections are incorporated herein by reference.
- B. Plans and Specifications.
1. Association's reconstruction/repair. Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original improvements and applicable building and other codes; or if these plans and specifications are not available, in accordance with the plans and specifications approved by the Board of Directors of the Association and applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property damaged by the flood casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the common elements or Association property, based on the following reasons: requirements due to changes in codes, and/or the use of more practical and/or better wearing materials and components including those which are more storm-resistant and/or prevent or minimize water intrusion into the units or buildings constituting Association property. As to any alterations or additions not encompassed in the foregoing, a majority of all voting interests in the Association must also approve. The majority vote applies notwithstanding any different vote imposed under Section 11.5 above for material alterations or substantial additions to the common elements and Association property.
  2. Owners Reconstruction/Repair. Any reconstruction and repair by the Owner must be made substantially in accordance with the plans and specifications for the original improvements and applicable building and other codes; or if these plans and specifications are not

available, in accordance with the plans and specifications approved by the Board of Directors of the Association and applicable building and other codes.

C. Responsibility. The responsibility for effecting flood-damage casualty repair and reconstruction and any ultimate financial obligations for same are as follows:

1. The Association. The Association shall be responsible for the reconstruction and repair of only the portions of the Flood Insured Property as a common expense of the Association: any and all common elements and the limited common elements, and any portions of the Unit for which the Association has general maintenance responsibility under Section 11.1.A above. The Association shall also be responsible to reconstruct and repair flood damage for the foregoing items even if not part of the Flood Insured Property. The following exceptions apply whereby the Association shall be permitted to obtain reimbursement from the Owner after the Association effects the reconstruction and repair:

- (a) If the loss is caused by the intentional conduct, negligence or failure of the Owner to comply with the Declaration, whether or not the foregoing exists because of the Owner, members of his or her family, Occupants, tenants, guests and invitees.
- (b) If the property losses were known or should have been known to an Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality or denied because it was untimely filed.

2. The Owner. The Owner shall be responsible at the Owner's expense to affect the repair and reconstruction of Owners' Personal Property as described in Section 4.6 above, as well as those portions of the Unit for which the Owner is responsible under Section 11.2 above.

D. Distribution of Proceeds. Proceeds of flood insurance policies for Flood Insured Property shall be distributed to, or for the benefit of, the Owners, as follows:

- 1. The cost of reconstruction or repair as provided for in Sub-Section C(1) above shall be the first sums distributed, to contractors, subcontractors, and suppliers engaged by the Association in repair and reconstruction in appropriate progress payments.
- 2. Any insurance proceeds allocated by and received from the flood insurance policy or policies which relate to that provided for in Sub-



Section C(2) above shall be distributed to the Owner whose Unit received flood damage, provided that the Owner performs the repairs or reconstruction as allocated by the flood insurance insurer. The Association shall be permitted to refrain from distributing insurance proceeds where the Owner does not perform such repair or reconstruction as allocated by the insurer. The Association has no liability for insurance proceeds resulting in less than the amount required for repair or reconstruction by Owner.

- E. Sharing of Deductible. The applicable deductible shall be shared by all Owners within the Condominium, notwithstanding the fact that there may be insurance proceeds payable to individual Owners.
- F. Failure to Reconstruct or Repair. If it is determined in a manner elsewhere provided that the flood damaged property for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be paid to the Owners in the following order: First, for those items referred to in Sub-Section C(2) above in proportion to the damage suffered by each affected Owner, and last, for all other portions of the Flood Insured Property to all Owners in their undivided shares of ownership in the common elements. Notwithstanding the foregoing to the contrary, any payment to an Owner as stated in this Sub-Section "F.", shall be reduced by the amount of any outstanding first mortgage in favor of an institutional mortgagee, which amount shall be paid to the first mortgagee. In this regard, the Owner shall supply the Association with a payoff letter from such mortgagee upon written request of the Association.
- G. Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, the balance shall be handled as follows: Any excess resulting from a special assessment shall be handled as permitted by F.S. 718.116(10). Any excess resulting from excess insurance proceeds shall be placed into a restricted reserve account for the payment of future insurance premiums and/or for future flood casualty reconstruction, repair, and debris removal.
- H. Assessments; Financing. The following applies with respect to those items referred in Sub-Section C(1) above: If the proceeds of the flood insurance are insufficient, or it is determined by the Board that proceeds will not be sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or on completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the Association are insufficient, regardless of the extent of the damage, then annual and/or special assessments may be made against the owners in sufficient

amounts to provide funds for the payment of costs, including, but not limited to, deductibles, if any. In addition to or in lieu thereof, the Association may obtain financing to pay for same. This financing may be put into place even in advance of the flood casualty. These assessments on account of damage to the Flood Insured Property shall be in proportion to all of the Owners' respective shares in the common elements.

## **SECTION 18. CONDEMNATION OR EMINENT DOMAIN.**

18.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty, except that any condemnation of any portion of a Unit must be approved by all Owners of the Unit.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

18.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

18.5 Taking of Common Elements and Association Property. Awards for the taking of common elements and Association property shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

18.6 Institutional Mortgagees. Notwithstanding any provision contained in the Declaration to the contrary, the Association, Owners or any other party, shall not have priority

over the rights of any Institutional Mortgagee of the Unit, pursuant to its mortgage, in the case of a distribution to the Owner of such Unit of condemnation award(s) for losses to or taking of a Unit and/or common element; therefore, a Mortgagee whose mortgage so provides, shall, in the event of a loss to or taking of a Unit and/or common element, have the right to require the application of the condemnation award(s) to the payment of its mortgage.

18.7 Priority-Conflict. In the event of any conflict between Sections 15, 16 and/or 17 and this Section 18, the provisions of this Section 18 shall control and govern.

**SECTION 19. TERMINATION OF CONDOMINIUM.** The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

19.1 Destruction. In the event it is determined under Section 16 above that the improvements shall not be reconstructed; the condominium plan of ownership will be thereby terminated without agreement. Mortgage holder approval is required only if the plan of termination will result in less than full satisfaction of the mortgage lien affecting the Unit, in which case such approval is required.

19.2 Optional Termination: Other than in connection with a Termination under Section 19.1 above, the Condominium may be terminated pursuant to a plan of termination approved upon the vote or written consent from at least eighty percent (80%) of the total voting interests of all Owners in this Condominium but only if not more than five percent (5%) of the total voting interests of all Owners in this Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. Mortgage holder approval is required only if the plan of termination will result in less than full satisfaction of the mortgage lien affecting the Unit.

19.3 Calculation of Owners' Termination Shares. The value of the Units for calculating the Owners' termination shares shall be based on the approved value of each Unit at the time that termination is sought, including the value of any Limited Common Element storage space appurtenant to a Unit. Two (2) MAI approvals shall be obtained for each Unit and the arithmetic average of the two (2) MAI approvals shall determine the value attributed to each Unit, including Limited Common Element garage space, if any. The Association shall bear the cost of the approvals as a termination cost. Any mortgages or other liens on a Unit shall attach to and remain as encumbrances against the Unit only, and shall not be paid other than from the Unit's allocated termination share, and if same is not sufficient to pay all of such encumbrances, then the Owner(s) of Unit shall be obligated to pay the difference.

19.4 Association Powers. The approval of the plan of termination does not terminate the Association, who shall continue in existence following approval of the plan of termination with all powers and duties it had before the approval of the plan. The Board shall have those powers set forth in F.S. 718.117(6), as amended from time to time.

19.5 Incorporation. The provisions of F.S. 718.117(7) through (20) as amended from time to time shall also apply to the termination of this Condominium.

**SECTION 20. COMPLIANCE AND DEFAULT; REMEDIES.****20.1 Duty to Comply; Right to Sue.**

- A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Act, the Condominium Documents, and the Rules and Regulations, and Submerged Land Leases. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may but shall not be required to be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:
1. The Association;
  2. An Owner;
  3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
  4. Any tenant leasing a Unit, and any Guest or other invitee occupying a Unit.
- B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.
- C. The Association shall also have any other remedies provided for in the Condominium Documents and law.
- D. The mandatory non-binding arbitration procedures of F.S. 718.1255, as amended from time to time, and the applicable Administrative Rules, shall be followed and shall apply so long as they exist and apply.

**20.2 Association Notice to Correct.** Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness and/or tending to adversely affect the value or enjoyment of neighboring Owners and residents; or should any Owner violate Sections 11.2, 11.3 or 11.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary

work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.

- B. Provisos. Notwithstanding any provision to the contrary in this Section 20.2, the following shall apply:
1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
  2. The thirty (30) day notice shall not apply to Section 20.3 below.

20.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and Association property made necessary by his act, inaction or negligence, or by that of any member of his family or his Guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

20.4 Association's Access onto the Properties. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Properties including the Units:

- A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is obligated to protect, maintain, repair and replace.
- B. For the purposes of preventing damage to the common elements or to a Unit or Units.
- C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

This Section 20.4 is in addition to that access referred to in Sections 20.2 and 20.3 above.

20.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and

the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units.

20.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

20.7 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, Guests, agents, lessees, servants, etc. or any Occupants of the Unit), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

20.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or at law or in equity.

**SECTION 21. RIGHTS OF MORTGAGEES**. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

21.1 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 10.8.A above.

21.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

21.3 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection,

upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

21.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

21.5 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the Condominium or any Unit.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Any proposed termination of the Condominium regime.
- F. Any proposed amendments to any of the Condominium Documents which effect a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (ii) the interests in the general or Limited Common Elements appurtenant to any Unit or the liability for the sharing of common expenses; (iii) the number of allocated voting interests; or (iv) the purposes to which any Unit or the common elements are restricted.

## **SECTION 22. AMENDMENT OF DECLARATION.**

22.1 Proposal. Amendments to this Declaration may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least a majority of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

22.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certification that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the

notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment.

**22.3 Vote Required.** Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving, and not less than a majority of the voting interests of the entire membership of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 22.1 above, then the concurrence of the Board of Directors shall not be required.

**22.4 Provision for Directed Changes.** If a governing body requires a change to these Declarations, the BOD shall take action to amend the effected Declaration during the follow-on review process.

**22.5 Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

**22.6 Provisos.** Notwithstanding any provision contained in the Condominium Documents to the contrary:

- A. No amendment to this Declaration of Condominium shall be made which shall impair or prejudice the rights and priorities of any Institutional Mortgagee, without the written approval of all Institutional Mortgagees of record.
- B. No amendment shall change any Unit, nor a Unit's proportionate share of ownership of the common expenses or common surplus, nor voting rights appurtenant to any Unit, unless all of the record Owners of the Unit and all record Owners of mortgages or other voluntarily placed liens in the Condominium shall join in the execution of the amendment.

**SECTION 23. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.** The rules of the St. Johns River Water Management District require the following provisions to be included in this Declaration of Condominium.

**23.1 Property Description.** Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management system will be



located) is included in the legal description of the parent tract located on sheet 4 of Exhibit "A" attached hereto and made a part hereof.

23.2 Definitions. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

23.3 Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

23.4 Covenant for Maintenance Assessments for Association. Assessments shall also be made for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

23.5 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the common elements which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

23.6 Amendment. Any amendment to the Declaration of Condominium which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common elements must have the prior approval of the St. Johns River Water Management District.

23.7 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or stormwater management system.

23.8 Swale Maintenance. The developer constructed a Drainage Swale upon the common elements for the purpose of managing and containing the flow of excess surface water,

if any, found upon such common elements from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the common elements. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Association

## **SECTION 24 MISCELLANEOUS PROVISIONS.**

24.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

24.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Condominium Act which applies.
- B. Other Florida Statutes which apply.
- C. This Declaration.
- D. The Articles of Incorporation.
- E. The Bylaws.
- F. The Rules and Regulations and Policies and Procedures promulgated by the Board of Directors.

24.3 Interpretation; Construction. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

24.4 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

**SECTION 25 – MARINA.** The following is a substantial rewording of the First Amendment to the Declaration of Condominium of River Bend, A Condominium, recorded in Official Records Book 4440, at Page 3979, and the Ninth Amendment, recorded in Book 5551, page 6045, et. seq., of the Public Records of Brevard County, Florida. See all provisions contained in said Original Amendments for present text. The following is intended to restate and replace the existing provisions set forth in the Original Amendments in their entirety and shall be hereinafter added to the provisions of this restated Declaration of Condominium of River Bend, A Condominium to be recorded in Official Records Book of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"):

**25.1 Marina Property**

- A. The real property described in hereto is owned by the State of Florida. The various improvements which were constructed pursuant to a Submerged Land Lease No. 051028114 with the State of Florida upon the property described herein, which include a dock, walkways, piers, twelve (12) Boat Slips, and other improvements, shall hereinafter be known as the "Marina."
- B. The terms of the Submerged Land Lease, which is current as of the recording date of this instrument and which was signed by Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on May 9, 2013 and is effective until May 9, 2022.
- C. As specified in the recorded Submerged Land Lease, a certain number of slips will be made available exclusively to non-power vessels, such as sailboats by the Lessee. No power craft will be allowed in these slips. The lease provides for special conditions with regard to the installation and maintenance of Manatee awareness signs, Manatee informational displays, placement of two (2) signs prohibiting either temporary or permanent mooring on the landward face of the main access dock and "T" dock and the placement of three (3') foot high railings around the entire landward perimeter of the structure.
- D. The terms of same, as same are amended, modified, and extended hereafter, are incorporated herein by reference and shall be binding upon the Association, the unit owners, their tenants, guests, and invitees, as shall any future Submerged Land Lease which replaces or supersedes the current Submerged Land Lease.
- E. The Marina shall be owned by the River Bend Condominium Association of Brevard, Inc. (hereinafter "Association") as Association property, as that term is defined in Section 718.103(3) of the Florida Statutes (hereinafter "Association Property") and shall be subject to all terms and conditions of the Declaration. The Marina shall not be a common element of the condominium.

**25.2 Definitions.** The following definitions shall apply herein:

- A. "Boat Slip" shall mean and refer to any one of twelve (12) areas of submerged land, water, and the immediate airspace above said submerged land and water within the

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Marina which is intended for the purpose of mooring a Vessel, but which shall not include any part of the physical docks, walkways or piers.

- B. "Finger Pier" shall mean and refer to those portions of the dock and pilings which extend into the water and form divisions between the Boat Slips.
- C. "Slip User" shall mean and refer to a unit owner who was granted an exclusive right to use one or more of the twelve (12) Boat Slips and the associated Finger Pier to which a Vessel may be moored.
- D. "Vessel" shall mean and refer to any non-commercial leisure or recreational motorboat or sailboat of seaworthy condition or other smaller, non-commercial personal watercraft (i.e., skiffs, tenders, canoes).

**25.3 Enforcement.** The Association or any unit owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions herein. Failure by any of the aforesaid to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The offending party shall be responsible to the Association for all costs and fees of enforcement, specifically including, without limitation, court costs, and reasonable attorneys' and paralegals' fees, regardless of whether suit is brought (including such fees and costs before trial, at trial and on appeal). It shall be within the discretion and power of the Board of Administration to determine when a provision hereunder has been violated.

**25.4 Easements.**

- A. All members of the Association, their tenants, guests, and invitees are hereby granted an easement for use and enjoyment of the Marina for so long as the Marina is in existence and subject to the Submerged Land Lease, except and excluding use of the Finger Piers and Boat Slips. Said easement shall pass with the title to each unit comprising the condominium.
- B. When a unit is leased and subject to the provisions set forth hereinafter, the unit owner shall be deemed to have transferred all use rights in the Marina, any Boat Slip for which the unit owner is the Slip User, and those common elements otherwise readily available for use generally by unit owners to the tenant, and unit owner shall not have such use rights except as a guest throughout the term of the lease, provided, however, the unit owner will be deemed to have retained such use rights to the Marina and the Boat Slip if the unit owner is also a Slip User and if the tenant waives all rights to the Boat Slip and the Marina in writing and furnishes such written notice to the Association. Guests and invitees of a unit owner or tenant shall not be entitled to use any portion of the Marina or of the common elements of the Association without being accompanied by said unit owner or tenant.
- C. Slip Users shall hereby be granted an easement of ingress and egress on, over, and across the Finger Pier which is adjacent to the Boat Slip which the Slip User has purchased the right to use. Guests and invitees of a Slip User must be accompanied by

said Slip User in order to be permitted access to any Finger Pier.

- D. An individual to whom any interest in a Boat Slip is assigned or leased by a Slip User consistent with the requirements herein, shall have all use rights in the Marina and Boat Slip and those common elements otherwise readily available for use generally by that Slip User. The Slip User shall not have such use rights, except as a guest, for the duration of the lease or assignment, unless such rights are waived in writing by the tenant and notice of such waiver is delivered to the Association.
- E. The Board of Administration has the authority without the joinder of any unit owner to grant, modify or move any easement if the easement constitutes part of or crosses the Marina. There shall exist a perpetual nonexclusive easement over, under, across and through the Marina in favor of the Association, its employees, licensees, invitees, and agents for activities including, but not limited to, ingress, egress, installation, repair, maintenance, replacement, and inspection for compliance with the Declaration, any rule or regulation of the Association, any applicable Submerged Land Lease, any other agreement made with the State of Florida which governs use of the Marina, and any applicable local, state or federal laws.

**25.5 Purchase Agreements for Right to Use Boat Slips.** The Association shall recognize the interest of any unit owner of the condominium to whom the exclusive right to use a particular Boat Slip has been assigned by the Developer and to any subsequent unit owner who becomes a Slip User, as provided elsewhere herein, subject to the covenants, conditions and restrictions provided for herein and subject to the Submerged Land Lease.

**25.6 Selling, Leasing, And Mortgaging Of Boat Slips.** The following restrictions shall apply to the purchase, sale, and lease of any right to use a Boat Slip:

- A. Slip User may only sell his interest in a Boat Slip to another unit owner exclusively, except inasmuch as an interest in a Boat Slip may be contracted for sale to a buyer who has also contracted to purchase a unit. However, the final sale and transfer of any interest or use rights in a Boat Slip shall not take place until said buyer has taken title to the unit and has become a unit owner.
- B. Slip User may rent, lease, or assign his interest in a Boat Slip to another unit owner or to the current tenant of a unit in the condominium only so long as that tenant is physically residing in the unit.
- C. A Slip User shall not rent, lease, or assign his use right to a Boat Slip to any individual or entity who does not own a unit or currently reside as a tenant at the condominium, regardless of whether any compensation is received by the Slip User.
- D. No Slip User shall be permitted to rent, lease, or assign his use right in a Boat Slip for a period of less than thirty (30) consecutive days in duration and no timesharing or other interval use agreements of any kind are permitted with respect to Boat Slips.
- E. Any tenant who resides at the condominium must have an agreement in writing with the

Slip User which authorizes such tenant to use the Boat Slip of the Slip User. This agreement with respect to use of a Boat Slip is in addition to the lease agreement which authorizes the tenant to reside in a unit.

- F. All agreements of any type intending to lease, assign, or convey any interest in a Boat Slip by a Slip User (including, but not limited to, the lease or sale of use rights) must be in writing and must be submitted or presented to the Association and approved or denied in writing in advance by the Board of Administration within fourteen (14) days of receipt by the Board of Administration of the proposed agreement. If said agreement is not approved or denied in writing within fourteen (14) days of receipt of said agreement, the agreement shall be deemed approved by the Board of Administration. Any agreement assigning any interest in a Boat Slip must be separate from all other agreements and must not be referenced within any other agreement (e.g., the agreement must not be referenced or included within a lease agreement for a unit, a deed or other conveyance, a mortgage, etc.)\_ However, a party seeking review and approval by the Board of Administration of such an agreement to use a Boat Slip must also establish ownership or tenancy of a unit in the condominium by providing appropriate written evidence.
- G. All individuals, who otherwise lawfully become entitled to the use of a Boat Slip by means of conveyance, assignment, or demise which has not been approved by the Association pursuant to Section (f) of this Article, must provide to the Association within fourteen (14) days written proof of such lawful conveyance, assignment, or demise. The use rights of said individual to a Boat Slip will not be recognized by the Association until such proof of ownership or tenancy of a Boat Slip and of a unit are supplied to the Board of Administration by said individual. Any individual, who gains an interest in a Boat Slip as outlined in this Section, shall be subject to all covenants, conditions, restrictions, rules and regulations of the Association and must also be a unit owner, consistent with the terms hereunder.
- H. All agreements of any type assigning any interest in a Boat Slip by a Slip User must contain a provision which incorporates the terms of the Declaration and binds any lessee or assignee of any interest in a Boat Slip to the terms and conditions of the Declaration, all rules and regulations of the Association, any applicable Submerged Land Lease, and any other agreement made with the State of Florida which governs use of the Marina.
- I. Any Slip User who intends to sell or otherwise convey or transfer an interest in any of the condominium units, thereby ceasing to be a unit owner, must relinquish all interest of such unit owner as a Slip User in any Boat Slip either: (1) simultaneously with the sale or conveyance of the interest in the condominium unit or units; or (2) prior to the sale of the interest in the condominium unit or units. In no event may a party retain any use right or interest in a Boat Slip or as a Slip User after such party ceases to be a unit owner.
- J. No unit owner or Slip User shall be permitted to pledge, mortgage, hypothecate, or otherwise encumber a Boat Slip or the right to use a Boat Slip without obtaining the Association's prior written approval, which approval may be withheld by Association in its sole discretion for any reason whatsoever. No Boat Slip shall be considered or treated as an appurtenance to any unit. This provision includes, but is not limited to, pledging a Boat

Slip as security for a loan in favor of a lender or mortgagee. Any attempt to mortgage, pledge, hypothecate or otherwise encumber a Boat Slip or an interest in a Boat Slip shall not be enforceable by the lender or creditor.

- K. The assignment of transfer agreement MUST be approved by River Bend Condominium Association of Brevard, Inc and such approval will not be granted until 6% of the value of the boat slip or Fair Market Value is submitted to the Association by the lessee. This fee will be remitted to the State of Florida for fees due as required by paragraph 3 of the Sovereignty Submerged Land Lease. Failure to obtain the approval of the Association and to remit the 6% fee to the Association will make the transfer null and void.

25.7 Marina Use Restrictions. The following restrictions apply to all unit owners, their tenants, guests, family members, invitees, licensees, and any other person, including Slip Users, who enter upon the Marina:

- A. Only one Vessel may be moored within a Boat Slip. The mooring of all Vessels must be consistent with the use right agreement signed by the Slip User applicable to that Boat Slip, the Declaration, and the terms of any current Submerged Land Lease or other agreement made with the State of Florida which governs use of the Marina. The Board of Administration reserves the right in its sole discretion to limit the size or type of Vessels moored within a Boat Slip and may require removal of any Vessel(s) from a Boat Slip on the basis of size or type of Vessels moored within a Boat Slip if same are determined to pose the threat of damage, nuisance, or interference with the use rights of other unit owners or Slip Users. Each vessel shall be of a size and shape as will allow same to fit within the Boat Slip.
- B. All Slip Users, their tenants, lessees, and assigns shall properly secure any Vessel which is moored at the Marina at all times consistent with good boating practices and any rules and regulations applicable to the Marina.
- C. Any Vessel which is not owned by a Slip User or the tenant of a Slip User may not be moored within a Boat Slip for more than ten (10) days within a thirty (30) day period. All guests and invitees mooring a Vessel at the Marina must comply with and shall be subject to all covenants, conditions, restrictions, rules and regulations of the Marina.
- D. No Vessel moored at the Marina shall display commercial signage of any kind.
- E. No commercial activities shall be permitted at the Marina or onboard any Vessel moored in a Boat Slip at any time.
- F. No maintenance to Vessels shall be permitted at the Marina, excluding minor routine or emergency maintenance or repairs which may be performed by a Slip User or the tenant of a Slip User. The Board of Administration in its sole discretion has the right to prohibit the maintenance or repair of any Vessel at the Marina if said maintenance appears unsightly, may be dangerous, may cause a nuisance or disturbance to other Slip Users or Unit Owners, or which may cause the leakage of pollutants or other materials into the surrounding waters.

- G. Diving and jumping into the water from piers, Finger Piers or walkways is prohibited at the Marina.
- H. No unit owner, tenant, guest or invitee may interfere with the use and enjoyment of the Marina by another unit owner, tenant, guest, or invitee by engaging in any obnoxious, annoying, disruptive, dangerous or otherwise offensive activity on the Marina.
- I. No unit owner, tenant, guest or invitee may obstruct the ingress and egress of other persons authorized to use the Marina in any manner.
- J. All Vessels must be licensed and registered if same is required by any local, state, or federal law and must meet all applicable environmental and regulatory standards promulgated on the local, state, and federal levels.
- K. Slip Users and their lessees and assignees must follow any and all applicable guidelines, warnings, and precautions set forth by the U.S. Coast Guard, the National Weather Service, or any other governmental agency. Slip Users and their lessees and assignees are responsible for securing any Vessel moored within their respective Boat Slips in the event of a storm, regardless of whether such Slip User, lessee, or assignee is present at the condominium at the time.
- L. No hazardous, toxic, or combustible materials may be transported or stored on any Vessel or watercraft moored at the Marina. No pollutants or refuse of any kind may be discharged into the water by any Vessel, including the discharge or release of oil, gasoline, paint, or solvents associated with repairs, cleaning, hull scraping, or repainting of any Vessel. Nothing herein shall be construed as prohibiting the proper and safe use of fuels to operate Vessels.
- M. No pets shall be allowed at or on the Marina unless they are on a leash or aboard a moored Vessel. Pets shall not be permitted to leave waste on any part of the Marina nor shall pet waste be allowed to be deposited in the water surrounding the Marina.
- N. All Vessels moored within any Boat Slip shall be maintained in good and working condition, free from visual, mechanical, and structural defects.
- O. Any improvements (e.g., boat lifts) that are authorized by the Board of Administration which are installed upon a Boat Slip or upon the Marina are the sole responsibility of the Slip User, his lessees, and/or assigns and must be kept in good and working condition, free from visual, mechanical and structural defects.
- P. No person or pet shall be permitted to live aboard any Vessel moored at the Marina (regardless of the type of Vessel) or to remain aboard any Vessel moored at the Marina overnight for the purpose of sleeping.
- Q. The Association may from time to time adopt rules and regulations by a majority vote of the Board of Directors with regard to use of the Marina.



### 25.8 Required Removal of Vessels.

- A. A Slip User or tenant who is requested to correct a violation or remove any Vessel(s) from a Boat Slip by the Board of Administration due to a violation of the Declaration, any rule or regulation of the Association, or the terms of any current Submerged Land Lease or other agreement made with the State of Florida which governs use of the Marina must do so immediately and at his own expense. Should the Slip User or tenant fail to correct the violation or remove the Vessel(s) within a reasonable period of time considering the nature of the violation, which period of time shall not exceed fourteen (14) days, the Board of Administration may coordinate the removal of said Vessel(s) and shall charge the owner of the Vessel(s) any costs associated with removal of the Vessel(s) and may levy a special assessment for the removal of such Vessel(s) against the Slip User as further provided herein.
- B. The Association may require the removal of a Vessel from any Boat Slip at any time for the length of time necessary for the maintenance, repair, or replacement of any part of the Marina, including for the purpose of performing dredging operations. Should the Slip User or tenant fail to remove a Vessel as required by the Board of Administration for this purpose, the Board of Administration may cause the removal of the Vessel and shall charge the owner of the Vessel any costs associated with removal of the Vessel and may levy a special assessment for the removal of such Vessel against the Slip User as further provided herein.

25.9 Insurance. To the extent available at a reasonable cost and with deductibles in such amounts as the Association determines reasonable and affordable, the Association shall maintain casualty, hazard and liability insurance (to the extent such types of insurance are available) on the Marina in a manner and amount determined by the Board of Administration to be in the best interest of the Association and the unit owners. Vessel owners shall maintain insurance on each Vessel in an amount which shall be subject to approval by the Board of Administration. Said insurable Vessel owner shall provide for the Association to be named as an "Additional Insured" on said insurance policy. The owner of said insurable Vessel must provide the Board of Administration with a certificate verifying the existence of such coverage as well as proof of payment, therefore. In the event and so long as proof of current, in force insurance coverage for said insurable Vessel is not provided to the Association, said insurable Vessel shall not be permitted to be moored at or driven into any Boat Slip. Non-use and/or not being permitted to use a Boat Slip shall not excuse any Slip User from performing the other responsibilities required of such Slip User as provided herein. This Section shall not apply to any Vessel which is moored within a Boat Slip for less than ten (10) days within a thirty (30) day period.

25.10 Marina Expense And Maintenance Responsibility. The following shall set forth the responsibilities of the Association, unit owners, and Slip Users for maintenance, care, expenses, and budgeting related to the Marina:

- A. Any fees or costs imposed by the State of Florida in connection with the Marina (related to the Submerged Land Lease) and the maintenance, repair, and replacement of the

entire Marina, shall be a common expense of the Association except for and excluding any authorized improvement (e.g., boat lift) installed upon a Boat Slip or upon the Marina by a Slip User.

- B. The Association shall not be required to dredge any part of the waters surrounding, under or in the vicinity of the Marina including, but not limited to, dredging to accommodate or facilitate providing access for Vessels to and from the Marina, provided, however, the Association shall endeavor to comply with any requirements, including dredging, if imposed by the State of Florida or any other governmental agency.
- C. Slip Users and tenants shall maintain any improvements that are authorized by the Board of Administration, as further provided herein, and/or installed upon a Boat Slip or at the Marina at the sole expense of such Slip User or tenant.
- D. To the extent feasible, the Board of Administration shall endeavor to delineate within the annual budget estimates of all expenses and income anticipated to be incurred in connection with or related to the Marina. The Board of Administration may create a reserve fund to pay for items of deferred maintenance, repair, and replacement of the Marina.
- E. The Association shall be responsible for and shall undertake all maintenance, repair, and replacement of all portions of the Marina, including, but not limited to, any ducts, plumbing, and wiring to supply utility services to the Boat Slips and the costs of usage of the utilities associated therewith.
- F. No unit owner, Slip User or tenant shall unilaterally undertake or authorize any maintenance, repair, or replacement of any portion of the Marina without the express written consent of the Association, except for and excluding the maintenance, repair, or replacement of any authorized improvement installed upon a Boat Slip or upon the Marina by a Slip User or tenant which is the responsibility of such Slip User or tenant.
- G. A Slip User shall be solely responsible for paying the cost of repairing any damages (caused by a Vessel or otherwise) to any part of the Marina which occur as a result of the usage of his assigned Boat Slip, whether said damages occur during permitted or prohibited activities and regardless of whether the Slip User or the Slip User's tenant, assignee, guests, or invitees caused such damage. Said Slip User may be specially assessed for the cost of same as further provided in Article XLVI herein.

#### 25.11 Boat Slip Fees.

- A. Slip Users shall be charged by, and shall be responsible for paying to, the Association an additional monthly fee for their exclusive use of the Finger Piers which fee may be used to defray costs associated with the maintenance, repair, and replacement of the Marina or other Marina related expenses as shall be determined in the sole discretion of the Board of Administration, which may include, but not be limited to, real estate or personal property taxes, fees, utility services, licensing and legal fees (hereinafter "Boat Slip Fee").

- B. Any Boat Slip Fees which have been or which will be collected from Slip Users may be used to reimburse the Association for funds that were spent in connection with the Marina for which Boat Slip Fees are allowed to be expended under the terms of the Declaration (as same may be amended or supplemented from time to time) regardless of when those funds were spent. The Boat Slip Fees collected by the Association shall be used by the Association, in part, to pay the property taxes associated with the individual Boat Slips. The Boat Slip Fee shall be in addition to any regular or special assessments levied by the Association. The amount of the Boat Slip Fee at the time of the recording of this instrument shall be twenty dollars (\$20.00) per month per Boat Slip. Said Boat Slip Fee may be increased at the discretion of the Board of Administration when determining the annual budget in an amount not to exceed ten percent (10%) of the amount of the Boat Slip Fee as set by the Board of Administration the preceding year.
- C. The Board of Administration may also decrease the amount of the Boat Slip Fee when determining the annual budget. Should the Board of Administration decrease the Boat Slip Fee to under twenty dollars (\$20.00) per month per Boat Slip in any budget year, the Board of Administration may reinstate the Boat Slip Fee at twenty dollars (\$20.00) per month per Boat Slip the following budget year regardless of whether this reinstated twenty dollar (\$20.00) fee would be in excess of a ten percent increase over the Boat Slip fee of the preceding year.
- D. If unpaid, a Boat Slip Fee may become a lien against the condominium parcel(s) owned by a Slip User in the same manner as an unpaid assessment as set forth in Article VII of the Declaration. Any funds which have or which will be collected exclusively from Slip Users, including Boat Slip Fees, shall be designated for use by the Board of Administration to defray any cost or expense relating to the Marina in their sole discretion.

25.12 Special Assessments. The Association, by majority vote of the Board of Administration, may levy a special assessment against any unit owner individually, regardless of whether or not said unit owner is also a Slip User, to recover the cost of removing a Vessel which is in violation of the Declaration, any rule or regulation of the Association, or the terms of any current Submerged Land Lease or other agreement made with the State of Florida which governs use of the Marina or to repair or replace any portion of the Marina damaged by any negligent or willful violation of the Declaration, any rule or regulation of the Association, or the terms of any current Submerged Land Lease or other agreement made with the State of Florida which governs use of the Marina. Special Assessments may also be levied against any Slip User or tenant individually for any damage caused to any portion of the Marina by a Vessel moored of such Slip User or tenant within said Slip User's Boat Slip or by any other use of said Boat Slip, whether permitted or prohibited, which is not defrayed in whole by the proceeds of insurance maintained by the Association or the Slip User or tenant. If unpaid, this special assessment may become a lien enforceable against a condominium parcel as set forth in Article VII of the Declaration.

25.13 Boat Lifts And Other Improvements:

- A. A Slip User may install a boat lift and other permanent, semi-permanent or portable

improvements in connection with his Boat Slip and/or the Marina upon obtaining permission from the Association to do so as provided herein. Such permission from the Association shall be obtained by the Slip User or tenant submitting a written request to the Board of Administration, along with any additional information, specifications, or documentation requested by the Board of Administration (hereinafter "Request"), and by the Board of Administration acting on such Request. The Board of Administration shall have a thirty (30) day review period from the date of its receipt of a Request to act in one of the following ways:

- 1) Respond to the Request by approving the Request in writing;
  - 2) Respond to the Request by denying the Request in writing; or
  - 3) Request in writing additional information, specifications, or documentation relating to the Request from the Slip User or tenant which will have the effect of commencing a new approval period upon the submission of the additional matters requested.
- B. In the event that the Board of Administration fails to respond in one of the three ways outlined above within thirty (30) days of its receipt of a Request, permission for such Request shall be deemed to have been granted by the Board of Administration. If additional information, specifications, or documentation is requested by the Board of Administration during the initial thirty day review period (pursuant to item iii herein above), the Board of Administration shall have an additional thirty (30) day review period which shall commence from the date of receipt of the additional information, specifications, or documentation requested by the Board of Administration within which to consider the Request, as supplemented, in the same manner as stated above.

**25.14 Rights Of Entry For Emergency.** The Board of Administration shall have the right in the event of an emergency to authorize any individual or entity to enter upon any part of the Marina and to enter upon and, if determined necessary, to remove any Vessel moored or any other personal property located at any Boat Slip if the Association determines in its sole discretion that such is in the interest of the health, safety, and welfare of any Slip Users, tenants, or unit owners or is in the interest of protecting the condominium, the Marina, or any Association Property. The Association may require that a duplicate copy of the key to any Vessel moored within a Boat Slip at the Marina be submitted to the Board of Administration to be used only in the event of the right of entry or removal as outlined in this Section. Notwithstanding the foregoing provision for rights reserved, the Association shall not be obligated to exercise such rights of entry or removal and shall owe no obligation to a Slip User or tenant or to the owner of a Vessel to exercise such rights.

**25.15 Repair Or Reconstruction Of Marina After Casualty.**

- A Should extensive loss, damage or destruction occur to the Marina where the cost of repair or replacement of part of the Marina lost, damaged or destroyed exceed a reasonably estimated sixty percent (60%) of the total value of property comprising the Marina (hereinafter "Major Repair"), the Board of Administration shall call a special meeting of the unit owners with respect to repairing and/or replacing the Major Repair of the Marina. Unit owners comprising more than fifty percent (50%) of the total voting interests of the Association may, by affirmative vote cast in person or by proxy at said

duly called and noticed special meeting of the members, vote to forego rebuilding the Marina and such decision shall be binding upon the unit owners, Slip Users and tenants, and the Association. Provided, however, such a decision to rebuild may be later decided at a separate duly called and noticed meeting held within sixty (60) days thereafter by the same process as is required to forego rebuilding.

- B. A vote to forego rebuilding the Marina shall not relieve the Association of its duties with respect to the current Submerged Land Lease and/or any other duties imposed by the State of Florida or any other governmental agency. These duties may include, but may not be limited to, removing the Marina and restoring the land upon which the Marina is situated to its original state. In the event that the membership votes to forego rebuilding the Marina, no Slip User or any other unit owner shall be entitled to any form of relief or compensation from the Association as a result of same except all monies remaining in the Marina Account shall be refunded to the current Slip Users in a prorated manner. Further, units with an assigned slip user agreement will be exempt from any costs associated with returning the Marina to its original state.
- C. Should the requisite approval required by this Section to forego rebuilding the Marina be attained, and not be reconsidered or reversed by decision as set forth herein above, then all provisions relating to the Marina herein and to any other restrictions, covenants, conditions, rules and regulations of the Association which will become superfluous or unnecessary as a result of the loss and elimination of the Marina shall be thereafter considered null, void, and unenforceable except for the financial responsibilities set forth elsewhere herein.

25.16 Termination Of Submerged Land Lease. Should the Submerged Land Lease be terminated or not renewed for any reason by the State of Florida and if, as a result of same, operation or use of the Marina becomes disallowed, unlawful or otherwise impossible, or if any state or governmental agency requires the removal or abandonment of the Marina for any reason whatsoever, the Association and/or its members shall not be responsible for compensating Slip Users or unit owners in any way in relation to the loss, abandonment, or non-use of the Marina except as provided for in Article 25.15.B above.

**SECTION 26. EFFECTIVE DATES.** The Effective Date of the provisions of this Amended and Restated Declaration with Exhibits, including Articles of Incorporation and Bylaws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and Bylaws, is recorded in the Public Records of the County. Finally, an easement created by any Original Declaration which is stated in this Declaration shall have as an Effective Date, the date of recording of the Original Declaration.

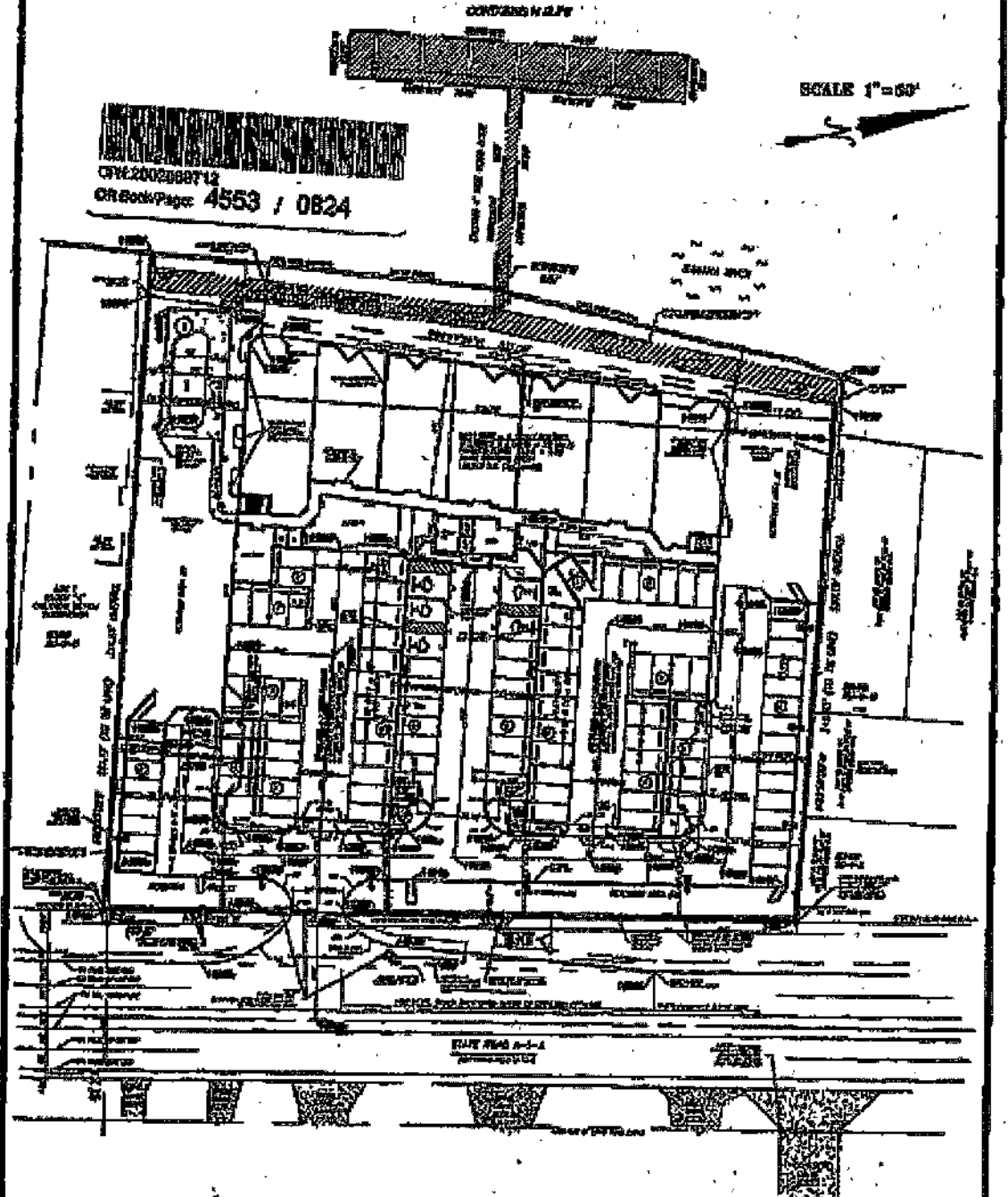


# RIVER BEND CONDOMINIUM GRAPHIC PLOT PLAN

CONDOMINIUM

SCALE 1"=50'

OR Book Page 4553 / 0624



### SURVEYOR'S NOTES:

1. RIVER BEND, CONDOMINIUM, CONTAINS ONE FOUR STORY BUILDING, WITH A TOTAL OF 52 RESIDENTIAL UNITS.
2. ALL AREAS AND IMPROVEMENTS EXCLUDING OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS GRAPHIC PLOT PLAN WAS PREPARED UNDER THE DIRECTION OF Richard A. Patz, P.E., PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA, NO. 4857 FROM AN APPROVED SITE PLAN FORWARDED BY AEC ENGINEERING PROJECT NUMBER 21-122.
4. ELEVATIONS, IF SHOWN HEREON, ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.

JANUARY 4, 2005

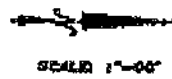
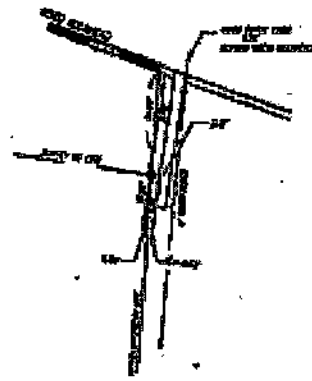
**B L S & C INC.**  
 LAND SURVEYORS  
 AND CONSULTANTS  
 1800 PENNSYLVANIA DRIVE SUITE 7  
 INDIAN LAKEWOOD BEACH FL  
 3207  
 (904) 246-5111 FAX (904) 246-5111

LAND SURVEYING / LAND PLANNING

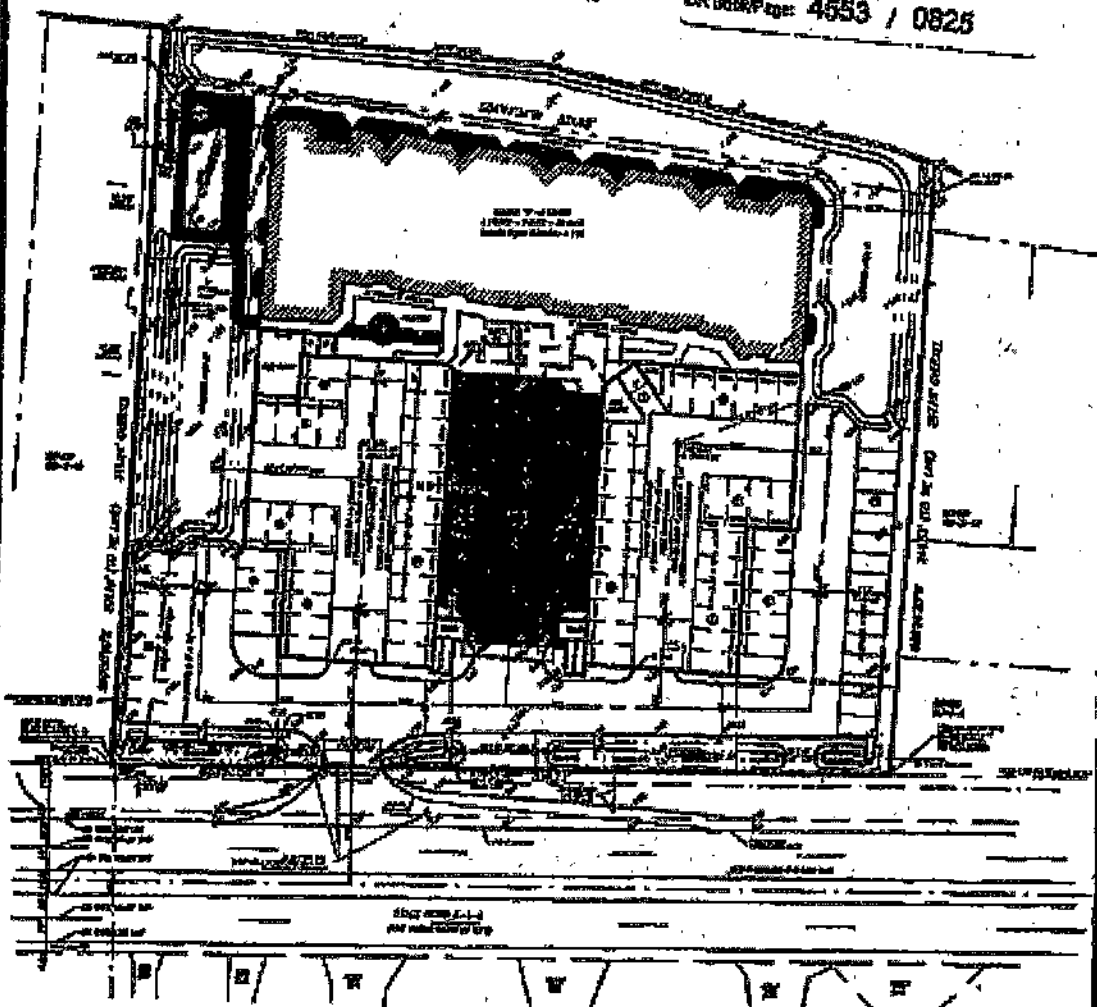
EXHIBIT "A"

SHEET 2 OF 13

# RIVER BEND CONDOMINIUM BOUNDARY SURVEY



CPN 2002086712  
OR Book Page: 4553 / 0825

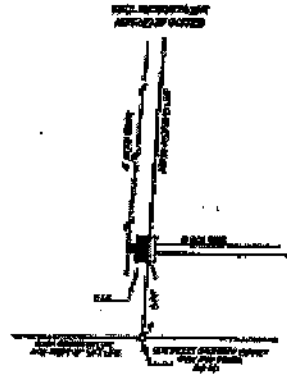


JANUARY 4, 2008

**B L S & C INC**  
 LAND SURVEYING  
 AND CONSULTANTS  
 1505 FORTYTHIRD AVENUE SUITE 7  
 FORTYTHIRD AVENUE SUITE 7  
 SEASIDE, CALIFORNIA 92081  
 (949) 441-1111

**B** **C**

LAND SURVEYING / LAND PLANNING



**SEE SHEET 4 OF 13 FOR**  
 LEGAL DESCRIPTION  
 UNIT NUMBER  
 BOUNDARY CERTIFICATION  
 AND MAPS 22-4109  
 DATE OF SURVEY 1/4/08

ENCLOSURE "K"

SHEET 3 OF 13



# RIVER BEND CONDOMINIUM

## Boundary Survey

THIS AS-BUILT SURVEY WAS COMPILED FOR THE PURPOSE  
OF SHOWING PAVING AND DRAINING IMPROVEMENTS AS OF 11/10/2001

FOR

RIVER BEND CONDOMINIUM

DANNY P. RINGDAHL ENTERPRISES, INC.

### Report of Record As-Built

River Bend of Cocoa Beach, Inc.

Lying in G.M.E. Section 28, Twp. 25S., Rng. 37E.

West of S.R.A. 1 A, South of Cocoa Beach, Florida

Project No. B-120820 / November 10, 2001

**MAP OF RECORD AS-BUILT** See Map of Record As-Built, Lends as Herein Described. This Survey Map and Report are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper which can be found at the end of this Report. The Map and Report are not full and complete without the other.

#### LEGAL DESCRIPTION

That portion of the South the area more or less of Government Lot 2, in Section 28, Township 25 South, Range 37 East, Brevard County, Florida, and being more particularly described as follows:

BEGIN at the NE corner of Lot 1, Block 4, Orlando Beach, according to the Plat thereof as recorded in Plat Book 8, Page 43, of the Public Records of Brevard County, Florida, said point lies on the West right of way line of S.R. 1A; thence run North 032°02' East, along said West right of way line, 336.22 feet to the point on the South line of Block 4, Plat of Cocoa Beach No., according to the Plat thereof as recorded in Plat Book 2, Page 33 of the Public Records of Brevard County, Florida; thence run North 82°52'20" West, along the South line of said Block 4, 227.13 feet to an existing road Substantive Line as the Banana River Inlets run Southwesterly along said existing Substantive Line, 322.68 feet, more or less, to the intersection with the North line of adjacent Lot 1, Block 4, Orlando Beach; thence run South 80°00'00" East, along said North line, 311.24 feet to the POINT OF BEGINNING, containing within these code 248 acres more or less. Subject to easements, restrictions, rights of way and covenants of record if any.

PREPARED FOR: Danny P. Ringdahl Enterprises, Inc.

CONTACTED BY: MEMORANDUM OF COUNCIL BEACH FOR  
MUSELEY and MILLER, P.A.  
SERVICED BY: HORTON, HARRISON, AND BROWN, CONSTRUCTION  
LITIGATION CORPORATION OF AMERICA  
STEWART TITLE GUARANTY CO.  
ATTORNEYS' TITLE INSURANCE FUND INC.  
SURVEYOR AND MAPPER RESPONSIBLE CHARGE:  
Richard A. Fritz, P.S.  
Professional Surveyor and Mapper  
License Number: 4301  
Florida L.S. 66810



QR Code Page: 4553 / 0826

#### ADDITIONAL NOTES

1. Elevations based on Deed Cells.
2. Location of underground utilities and underground foundations are not abstracted and have not been located as part of this survey except as shown.
3. There may be additional underground utilities and/or foundations, affecting this property, that have not been shown or located as part of this survey.
4. Property situated in Flood Zones "X", "AE-1", "AE-2" and "AE-3" according to the FIRM MAP for Brevard County, FL, MAP NUMBER 1200900390C. Date of Firm Map 7/5/99.
5. Elevations based on N.C.V.D. 1929 Datum.

JANUARY 4, 2002

**BLS & C, INC.**  
LAND SURVEYORS AND CONSULTANTS  
1001 PORTLAND AVENUE SUITE 7  
DOCKWATER HARBOR BEACH FL 32909  
305-240-0000 FAX 305-240-0444

LAND SURVEYING / LAND PLATTING

#### CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, CHAPTER 4612-9, FLORIDA STATUTES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*(Signature)*



SEE SHEET 3 OF 18 FOR DETAIL

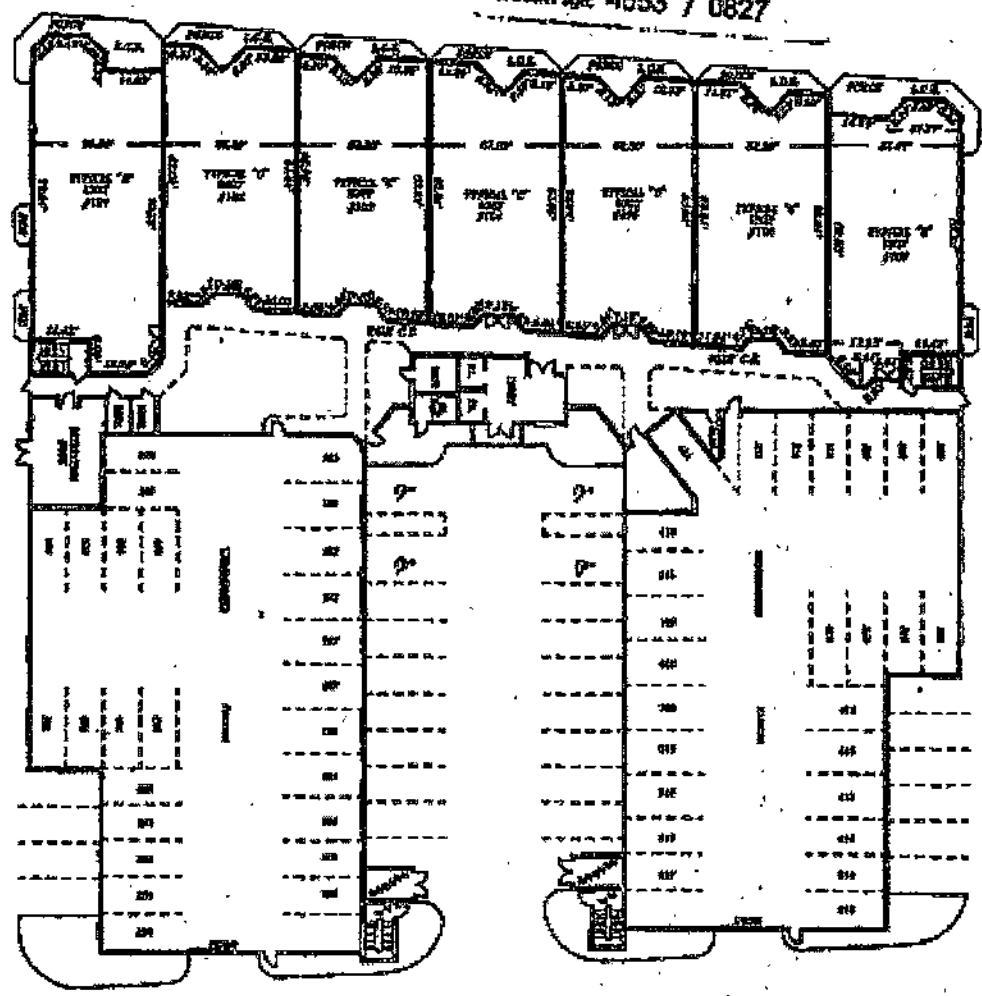
EXHIBIT "A"

SHEET 4 OF 18

# RIVER BEND CONDOMINIUM FIRST FLOOR PLAN

scale: 1"=36'

CP#200200712  
OR Book/Page: 4553 / 0827



LEG-UNITED FRONT  
CO-COMMON FRONT  
INTL-CLEREST

### SURVEYOR'S NOTES:

1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 7.00 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 10.00 FEET.
3. THE FINISHED PARKING SPACES BEING THE COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF COMMON UNITS, AS SET FORTH IN THE DECLARATION.
4. DIMENSIONS GIVEN ARE BASED ON N.G.M.S. (NATIONAL GEODETIC SURVEYING METHOD).
5. ALL BEARS AND REPRESENTATIVE ELEVATIONS OF THE UTILITY ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. ALL STRUCTURAL FEATURES (WALLS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. ALL DIMENSIONS FOR FINISHED PARKING SPACE WIDTH ARE TO THE CENTER OF EXTERIOR CURB OR WALL.
8. INTL INDICATES THE FINISHED INTERIOR ELEVATION.
9. THE SYMBOLS 10, 11, AND 12 FOR THE TYPICAL UNIT PLANS.
10. \_\_\_\_\_ INDICATES NORTH OF THE UNIT.

JANUARY 4, 2002

**BLS&C, INC.**  
 LAND SURVEYORS  
 AND CONSULTANTS  
 1000 FINCHES DRIVE SUITE 7  
 EMMETT CLATSOP COUNTY, OR  
 97127  
 503-862-7444 FAX 503-862-6444

**B**  **C**

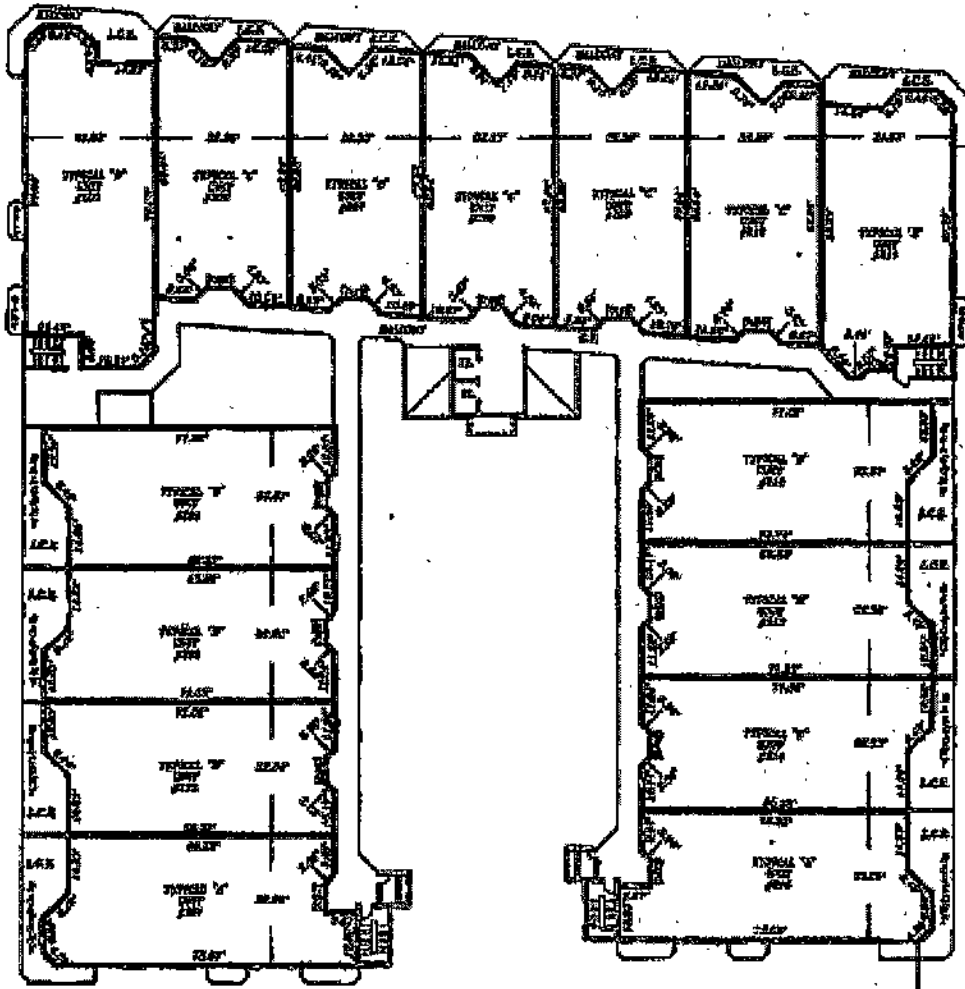
LAND SURVEYING / LAND PLANNING

# RIVER BEND CONDOMINIUM SECOND FLOOR PLAN



CFR200488712  
OR Book Page 4553 / 0828

scale: 1"=35'



LCU-UNITED COMMON  
CE-COMMON ELEMENT  
ELEV.-ELEVATOR

JANUARY 4, 2002

### SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 13.52 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.02 FEET.
3. ELEVATIONS SHOWN ARE BASED ON N.A.S.D., NATIONAL GEODETIC VERTICAL DATUM.
4. ALL AREAS AND IMPROVEMENTS, EXCLUSIVE OF THE UNITS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. SEE SHEETS 8, 10, 11, 12 AND 13 FOR THE TYPICAL UNIT PLANS.
7. --- INDICATES LIMITS OF UNITS.

**BLS.&C. INC.**  
**B** LAND SURVEYORS AND CONSULTANTS  
 100 FINCHWOOD DRIVE SUITE 7  
 INDIAN HARBOR BEACH FL 34957  
 888-782-2000 FAX 888-782-4444  
**C** LAND SURVEYING / LAND PLATTING

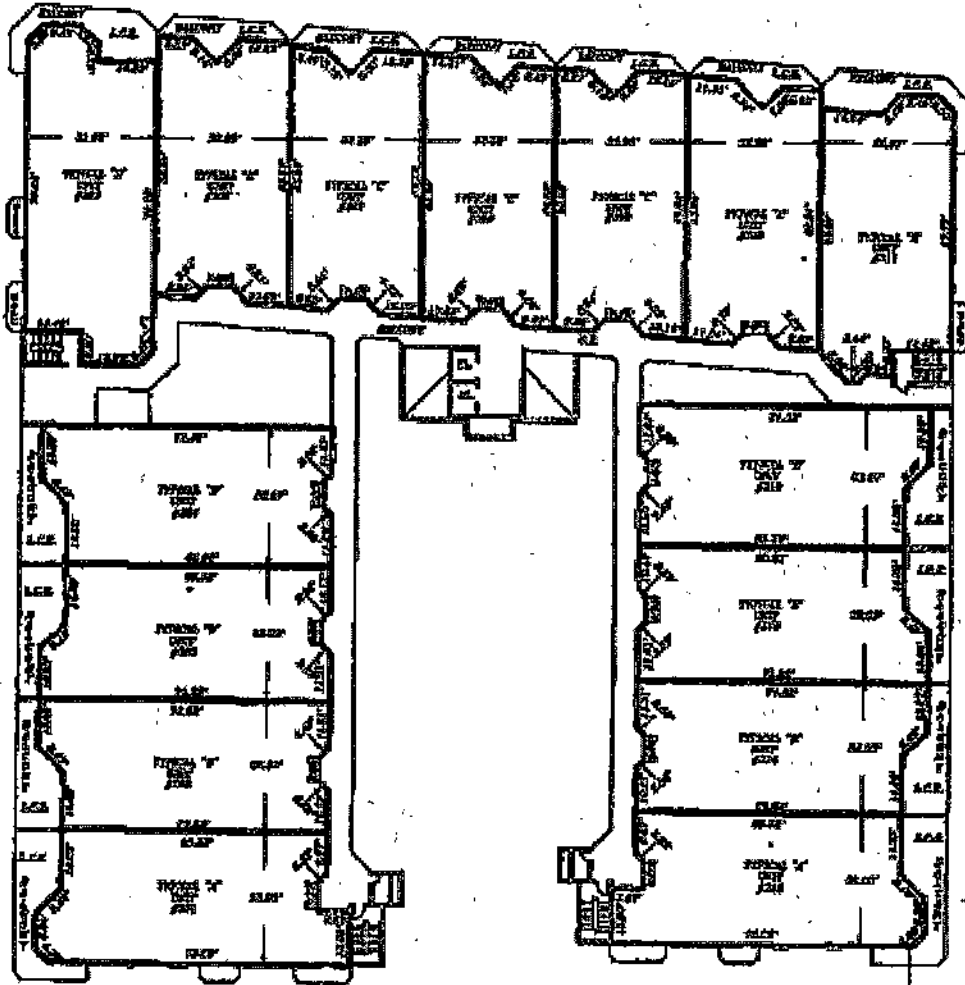
EXHIBIT "A"

SHEET 6 OF 13

# RIVER BEND CONDOMINIUM THIRD FLOOR PLAN

CPR200208712  
OR Book Page 4553 / 0829

Scale: 1"=36'



LEG-LEGATED COMMON  
COMMON ELEMENT  
ELEV.=ELEVATOR

### SURVEYOR'S NOTES:

1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 64.58 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 62.68 FEET.
3. ELEVATIONS SHOWN ARE BASED ON M.S.V.D. (NATIONAL COGNITIVE VERTICAL DATUM).
4. ALL AREAS AND IMPROVEMENTS, EXCLUSIVE OF THE UNITY, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. SEE SHEETS 9, 10, 11, 12 AND 13 FOR THIS TYPICAL UNIT PLANS.
7. --- INDICATES LIMITS OF UNITS.

JANUARY 4, 2002

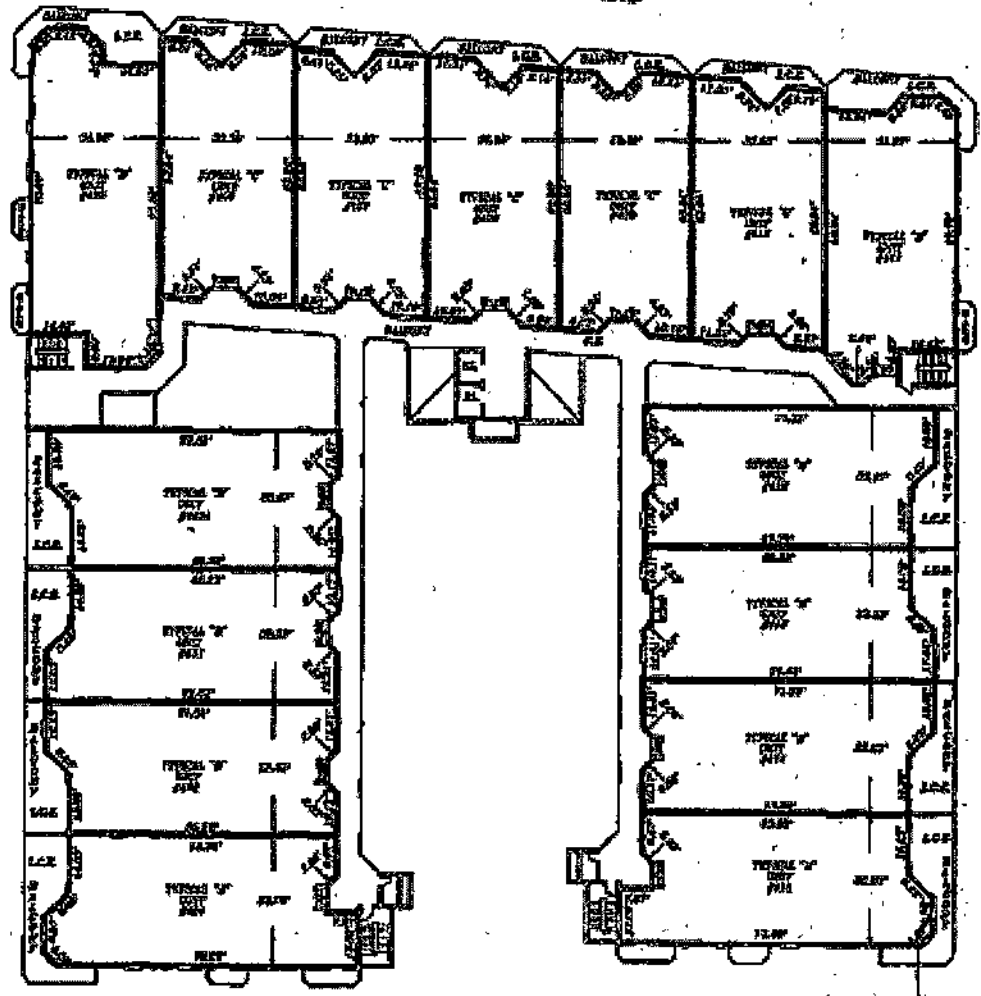
**BLS&C, INC.**  
 LAND SURVEYORS  
 AND CONSULTANTS  
 100 MARINE DRIVE SUITE 7  
 BERRY HARBOR BEACH FL 32907  
 887-79-0000 FAX 887-79-0044

LAND SURVEYORS / LAND PLANNING

# RIVER BEND CONDOMINIUM FOURTH FLOOR PLAN

OPN-2002080112  
CR Book Page 4563 / 0830

Scale 1"=30'



ICE-LINED COMMON  
CS-COMMON ELEMENT  
ELFV-ELEVATOR

### SURVEYOR'S NOTES:

1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 32.22 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 41.25 FEET.
3. ELEVATIONS SHOWN ARE BASED ON N.G.V.D. (NATIONAL GEODESIC VERTICAL DATUM).
4. ALL AREAS AND IMPROVEMENTS, EXCLUSIVE OF THE UNITS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. SEE SHEETS 9, 10, 11, 12 AND 13 FOR TYPICAL UNIT PLANS.
7. --- INDICATES LIMBS OF UNITS.

JANUARY 4, 2002

**B.L.S.&C. INC.**  
 LAND SURVEYORS  
 AND CONSULTANTS  
 500 WINGFIELD DRIVE SUITE 7  
 DORRAN BRIDGECREST BEACH, N.C.  
 28527  
 (919) 283-1000 FAX (919) 283-1001

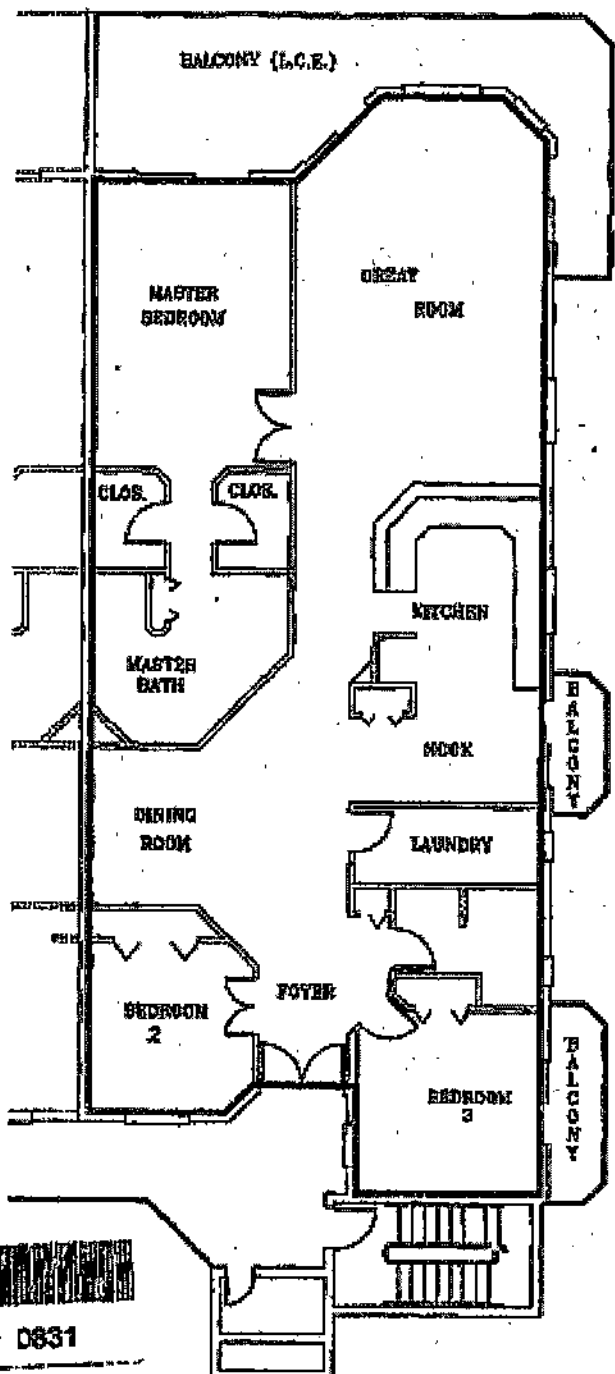
LAND SURVEYING / LAND PLATTING

EXHIBIT "A"

SHEET 6 OF 10

# RIVER BEND CONDOMINIUM TYPICAL UNIT 'A'

SCALE: 1"=10'



CPAC200208712  
OR Book Page 4553 / 0831

JANUARY 4, 2002

**BLS & C INC.**  
LAND SURVEYORS AND CONSULTANTS  
690 RIVERSIDE DRIVE SUITE 7  
INDIAN HARBOR BEACH FL 33409  
305-999-6500 FAX 305-999-6504

**B**  **C**

LAND SURVEYING / LAND PLANNING

**SURVEYOR'S NOTES:**

1. \_\_\_\_\_ INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS ENCLOSED BY THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONIES ARE LIMITED COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.
4. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THE PLAN SHOWN IS REPRESENTATIONAL.
6. UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
7. REFER TO THE FLOOR PLANS BY SHEETS A-7 AND A-8 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.

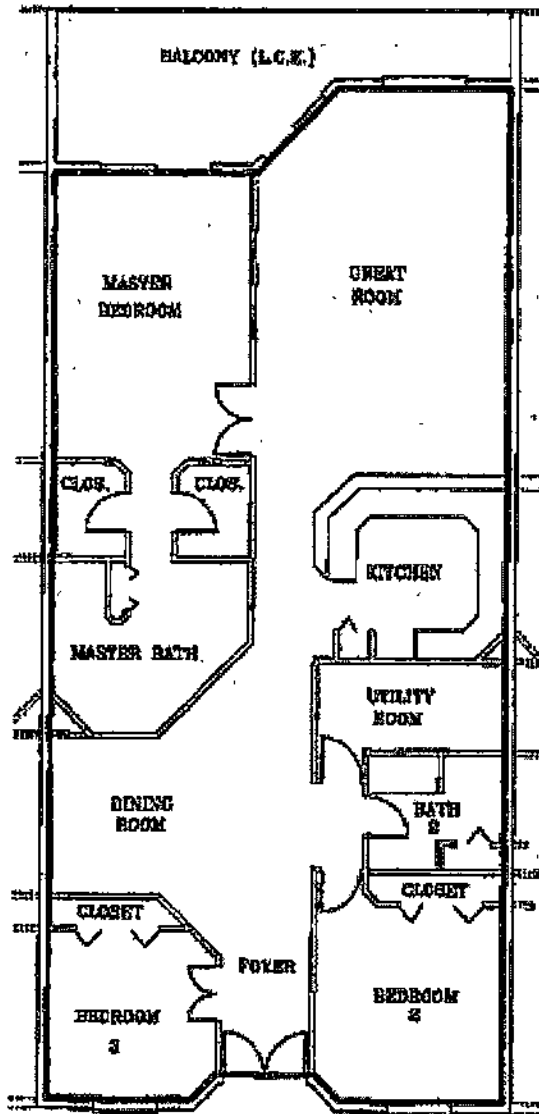
EXHIBIT "A"

SHEET 9 OF 15

# RIVER BEND CONDOMINIUM TYPICAL UNIT 'B'



SCALE: 1"=10'



CPN2002089712  
OR Book Page 4553 / D832

JANUARY 4, 2002

**BLS & C, INC.**  
**LAND SURVEYORS AND CONSULTANTS**  
 1000 PROUDER DRIVE SUITE 7  
 ASTORIA OREGON 97103  
 (503) 325-5000 FAX (503) 325-5004

LAND SURVEYING / LAND PLANNING


### SURVEYOR'S NOTES:

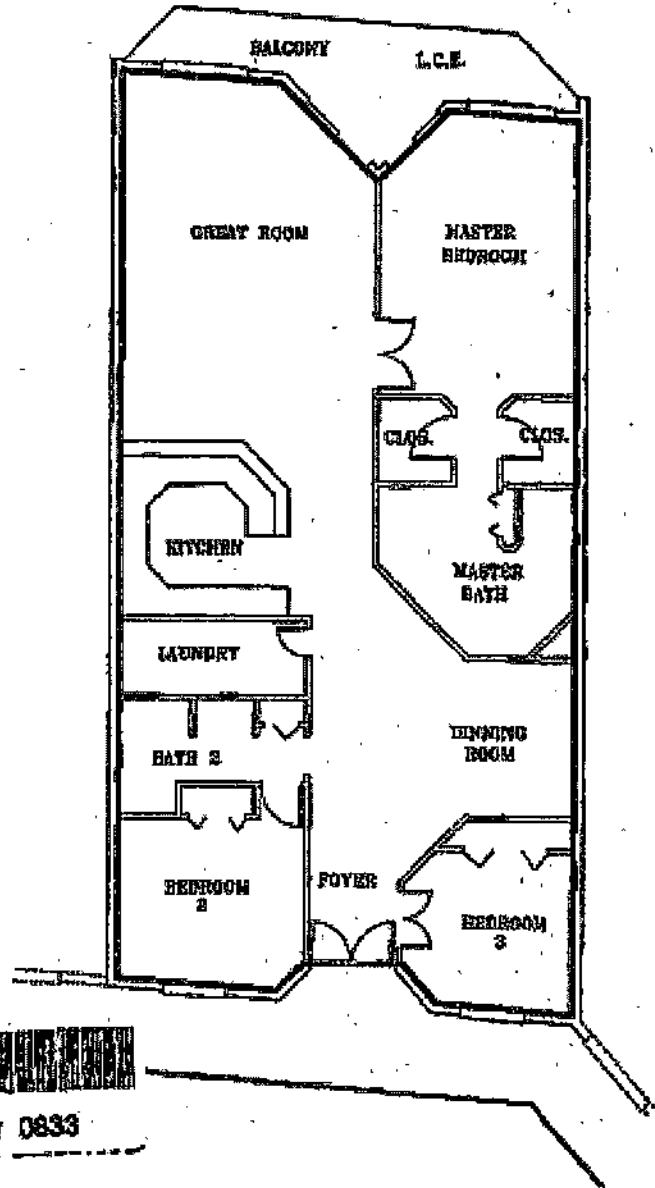
1. CENTER THE CENTER OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONIES ARE LOWER COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE BY THE ADJACENT UNIT.
4. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THE PLAN SHOWN IS REPRESENTATIONAL.
6. UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
7. REFER TO THE FLOOR PLANS ON SHEETS A2 AND A3 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.


EXHIBIT "A"

SHEET 10 OF 13

# RIVER BEND CONDOMINIUM TYPICAL UNIT 'C'

  
SCALE: 1"=10'



  
CPN 200208712  
OR Book Page 4553 / 0833

JANUARY 4, 2002

**BLS&C INC.**  
LAND SURVEYORS  
AND CONSULTANTS  
500 TWENTY-NINE AVENUE SUITE 7  
INDIAN HARBOR BEACH FL.  
33439  
888-220-2200 FAX 888-220-4444

**C**

LAND SURVEYORS / LAND PLANNERS

### SURVEYOR'S NOTES:

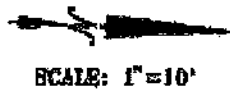
1. \_\_\_\_\_ INDICATES THE LIMITS OF THIS UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THIS UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY AND LIMITED COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ATTACHED UNIT.
4. ALL STRUCTURAL FEATURES (SUSPENSE, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THIS PLAN SHOWN IS REPRESENTATIONAL.
6. UNITS MAY BE REVERSED OR A SECTION MADE OF THE PLAN GIVEN.
7. REFER TO THE FLOOR PLANS ON SHEETS C-7 AND C-8 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.

EXHIBIT "A"

SHEET 11 OF 13



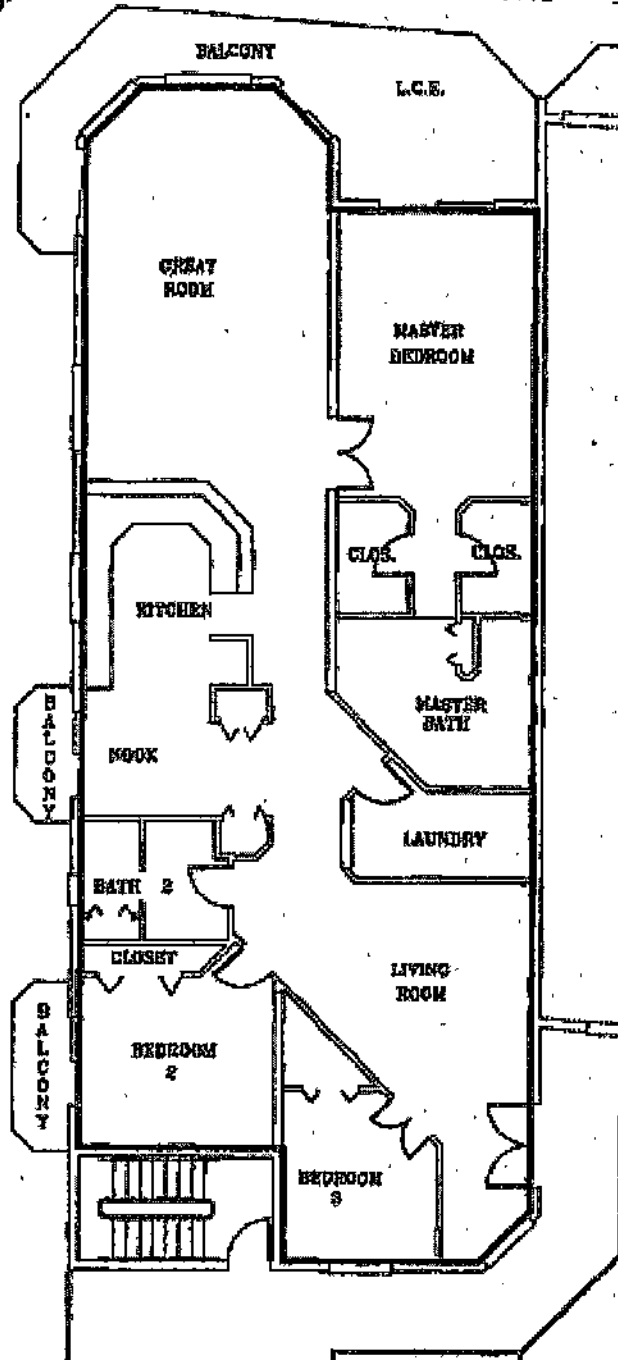
# RIVER BEND CONDOMINIUM TYPICAL UNIT 'D'



SCALE: 1"=10'



CFN:2002089712  
CR:Each/Pair: 4553 / 0834



JANUARY 4, 2002

**BLS&C. INC.**  
**LAND SURVEYORS AND CONSULTANTS**  
 285 RIVERVIEW DRIVE SUITE 7  
 BEND, OREGON 97701  
 503-338-2222 FAX 503-338-2244

**B** **C**

LAND SURVEYING / LAND PLANNING

**SURVEYOR'S NOTES:**

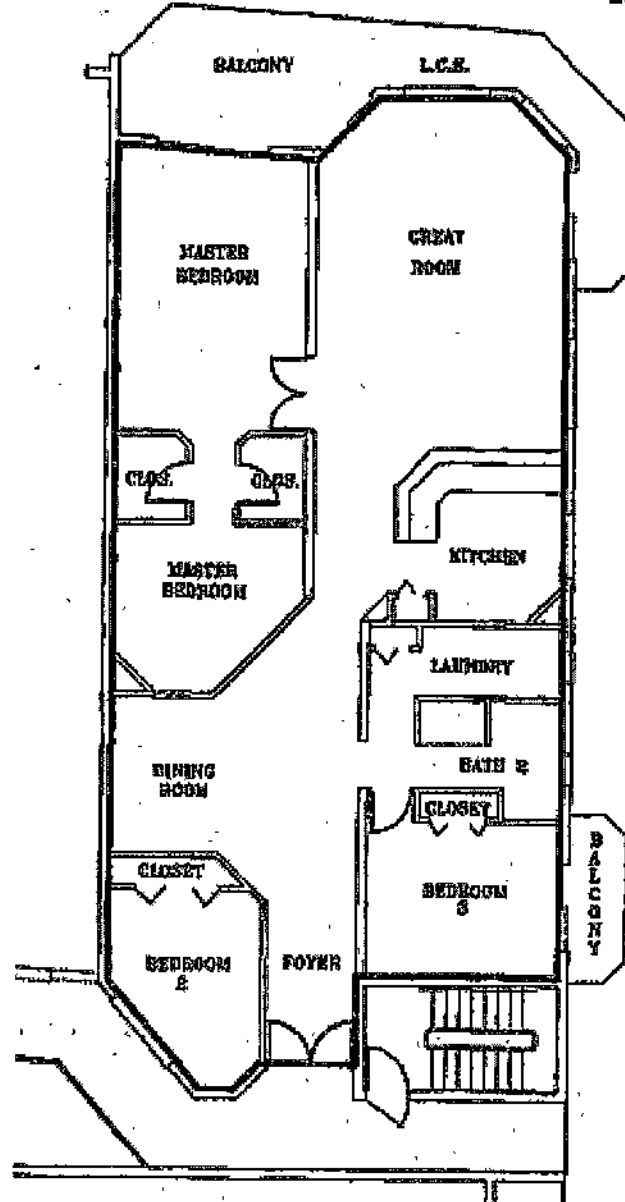
1. DASHED LINES INDICATE THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONIES ARE LIMITED COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE APPLICANT UNIT.
4. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THIS PLAN SHOWN IS REPRESENTATIONAL.
6. UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
7. REFER TO THE FLOOR PLANS ON SHEETS B7 AND D FOR THE LOCATIONS OF THIS UNIT WITHIN THE BUILDING.

# RIVER BEND CONDOMINIUM

## TYPICAL UNIT 'E'

CP#2002080712  
OR Book Page 4553 / 0835

SCALE: 1"=10'



JANUARY 4, 2002

**BLS.&C. INC.**  
LAND SURVEYORS  
AND CONSULTANTS

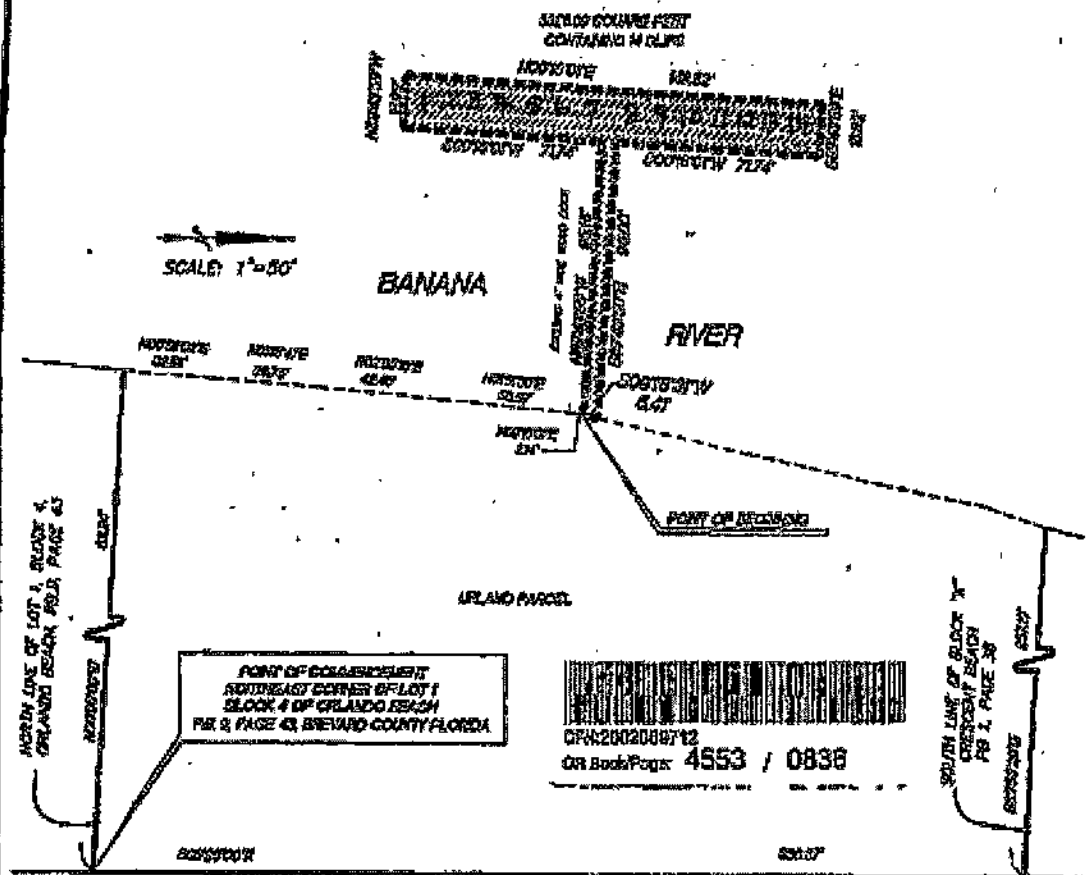
100 PROGRESS DRIVE SUITE 2  
SEASIDE WASHINGTON COUNTY OR.  
97138  
503-735-6444

LAND SURVEYORS / LAND PLANNING

**SURVEYOR'S NOTES:**

1. \_\_\_\_\_ INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THIS UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONIES ARE SHOWN UNDER ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE BY THE ADJACENT UNIT.
4. ALL STRUCTURAL FEATURES (CRACKING, ETC.) ARE ORIGINAL ELEMENTS OF THE CONDOMINIUM.
5. THE PLAN SHOWS IN REPRESENTATIONAL.
6. UNITS MAY BE REQUESTED ON A HIGHER LEVEL OF THE PLAN SHOWN.
7. REFER TO THE FLOOR PLANS ON SHEETS AT AND B FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.

# Submerged Land Lease



## STATE ROAD A-1-A

### SUBMERGED LAND LEASE SECTION 26, TOWNSHIP 25 SOUTH, RANGE 37 EAST BREVARD COUNTY, FLORIDA

#### LEGAL DESCRIPTION - SUBMERGED LAND LEASE

A parcel of land lying in Government Lot 2, Section 26, Township 25 South, Range 37 East, Brevard County, Florida being more particularly described as follows: Commence at the Northeast corner of Lot 1, Block 4 of ORLANDO BEACH, according to the Plat thereof as recorded in Plat Book 9, Page 43 of the Public Records of Brevard County, Florida; Thence run North 90°00'00" West, along the North line of said Lot 1, a distance of 311.74 feet to an existing wood bulkhead; Thence continue along said bulkhead the following calls and distances: Thence North 00° 58'02" East, a distance of 32.58 feet; Thence North 01° 15'41" East, a distance of 36.75 feet; Thence North 02°05'10" East, a distance of 42.40 feet; Thence North 01°51'30" East, a distance of 50.58 feet; Thence North 09° 15' 31" East, a distance of 214 feet to the POINT OF BEGINNING; Thence leave said bulkhead run North 89°43' 59" East, into the waters of the Banana River, a distance of 95.16 feet; Thence South 00°16'01" West, a distance of 71.74 feet; Thence North 89°43'39" West, a distance of 18.92 feet; Thence North 00° 16'01" East, a distance of 148.82 feet; Thence South 89° 43' 59" East, a distance of 18.82 feet; Thence South 00°16'01" West, a distance of 71.74 feet; Thence South 89° 43'59" East, a distance of 96.02 feet; Thence South 09° 15' 31" West, a distance of 5.41 feet to the POINT OF BEGINNING, containing 3326.09 square feet.

- The Bearings shown are based on an assumed bearing of North 90°00'00" West along the North line of lot 1, Block 4, of Orlando Beach, Plat Book 9, Page 43, Brevard County, Florida.
- The intention of this submerged land lease is to encompass the existing dock and existing wood pilings.

(CERTIFICATION)

**BLS&C INC.**  
LAND SURVEYORS  
AND CONSULTANTS  
AND SURVEYING ENGINEERS  
FLORIDA  
DORIS HARRIS BOWERS, P.E.  
DORIS HARRIS BOWERS, P.E.  
DORIS HARRIS BOWERS, P.E.

LAND SURVEYING / LAND PLATTING

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL REQUIREMENTS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 41317-01, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.057, FLORIDA STATUTES.

BENJAMIN A. PATE, P.E., 14805  
SURVEYING AND MAPPING CO., 14805  
100 HUNTER 8-142000  
FIELD BOOK NUMBER: 152 PAGE  
DATE OF DESCRIPTION: 5/23/2009

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PRESSED SEAL OF THE ABOVE FLORIDA LICENSED SURVEYOR AND MAPPER.



**Report of Special Purpose Survey  
of South Property line River Bend Condominium  
3980 S. Atlantic Blvd., Crescent Beach, Fl. 32931  
Section 28, Twp. 25S., Rng. 37E., Brevard Co., Fl.  
Project Number: 18-1002sp / February 2, 2018**

**MAP OF RECORD BURNED**

Map of Special Purpose Survey, Lands as Herein Described! This Survey map and report are not valid without the signature and original sealed seal of a Florida Licensed Surveyor and Mapper which can be found at the end of this report. The Map and Report are not full and complete without the other.

**RIVER BEND CONDOMINIUM PROPERTY LEGAL DESCRIPTION (CRE 418 Page 607)**

**CRE 418 Page 607 Public Records of Brevard County, Florida (Heretofore Deed Enclosed May 27, 2000**

"That portion of Government Lot 2, in Section 28, Township 25 South, Range 37 East, and being more particularly described as follows:

Begin at the NE corner of Lot 1 in Block 4 of Orlando Beach according to the Plat thereof in Plat Book 8, Page 43, of the Public Records of Brevard County, Florida, said point lies on the west right-of-way line of S.R. A1A; Thence run North 03°20'00" West, along said west right-of-way line for 330.0 feet to the point on the second line of Block K in the Plat of Crescent Beach, according to the Plat thereof as recorded in Plat Book 1, Page 38, of the Public Records of Brevard County, Florida; Thence run North 88°35'20" West, along the second line of said Block K for 289.75 feet to the ordinary high water line of the Banana River; Thence meanderly South along said ordinary high water line 332.00 feet more or less to the intersection with the North line of aforesaid Lot 1, in Orlando Beach; Thence run East along said North line for 303.00 feet to the Point of Beginning. Subject to easements and restrictions of record, if any."

**LEGAL DESCRIPTION OF THE SOUTH PROPERTY LINE / RIVER BEND CONDOMINIUM:**

THE SOUTH BOUNDARY LINE of the property as described in Official Records Book 4188, Page 3131, Public Records of Brevard County, Florida, lying in Section 28, Township 25 South, Range 37 East, Brevard County, Florida, said line being more particularly described as follows:

BEGIN at a "point" marking the intersection of the Southeast Corner of said Official Records Book 4188, Page 3131, with the West Right-of-Way line of State Road A-1-A (100 foot wide Public Right-of-Way as presently occupied), said "point" being a 1/2" iron rod with cap marked PSM #4505;

Thence leave said Southeast corner and said West Right-of-Way line, run N 90°00'00" W, along the South line of said Official Records Book 4188, Page 3131, passing by a concrete block wall which lies North of the said South line, a distance of 284.83 feet to a capped 1/2" iron rod marked PSM #4505, said iron rod, lying on the said South line, marking the beginning of a 10 foot wide Conservation Easement, as recorded in Official Records Book 3037, Page 0102, Public Records of Brevard County, Florida; Thence continue N 90°00'00" W, along said South line, a distance of 13.47 feet to a capped 1/2" iron rod marked PSM #4505, said iron rod lying on said South line and being approximately 1.00 foot from a wood bulkhead lying at the water's edge of the Banana River to the POINT OF TERMINATION and the conclusion of said South line.

**DATA SOURCES:**

Site location information and legal description provided by Watson Commercial Real Estate, PERFORMA COMMITMENT by Stewart Title Surety Company Agent's File No. 4578, Effective Date: January 18, 2000.

**ACCURACY:**

The expected use of the land, as classified in Standards of Practice (S J-17 F.A.C.) is "High Risk". The minimum relative distance for this type of boundary survey is 1 foot in 10,000. The accuracy obtained by measurement and calculation of a closed geometrical figure was found to exceed this requirement.

**EASEMENTS:**

A CONSERVATION EASEMENT per Official Records Book 3037, Pg. 0102 is hereby depicted on the survey. SUBMERGED LAND LEASE is also provided per Official Records Book 3037, Pg. 0107. The overhead wire and utility poles along the South property line does not have an easement provided per PERFORMA COMMITMENT SCHEDULE A, Stewart Title Surety Company, Agent's File No. 4578 Effective Date January 18, 2000.

**SURVEYOR'S NOTES:**

1. Bearings based on the West right of way line of State Road A 1 A according to the Deed Bearing of N 03°20'00" W.
2. Property situated in Flood Zone "AE" according to the FEMA FIRM MAP for Brevard County, Florida, MAP NO: 1200800-503 G, Date of FIRM Map: 3/17/2014.
3. Elevations if shown are based on N.G.V.D. (National Geodetic Vertical Datum) 1928.
4. This Special Purpose Survey does not pertain to the existence or location of any foundations, utilities, underground encroachments or improvements except as shown.
5. No instruments of record reflecting easements or rights of way (other than the Conservation Easement as stipulated above) were furnished to this surveyor. No investigation was made to determine if any other easements exist.
6. Interior improvements are shown for pictorial purposes only.
7. THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

PREPARED FOR: River Bend of Cocoa Beach, Inc.

**SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE**  
Richard A. Pufz PSM # 4505  
Professional Surveyor and Mapper  
L.S. # 5870

**SIGNED**

**B.L.S.&C., INC.**



**LAND SURVEYORS  
AND CONSULTANTS**  
577 ASHLEY AVE. NE  
PALM BEACH, FLORIDA 33407  
606-600-4200 rpuflz@bly.com

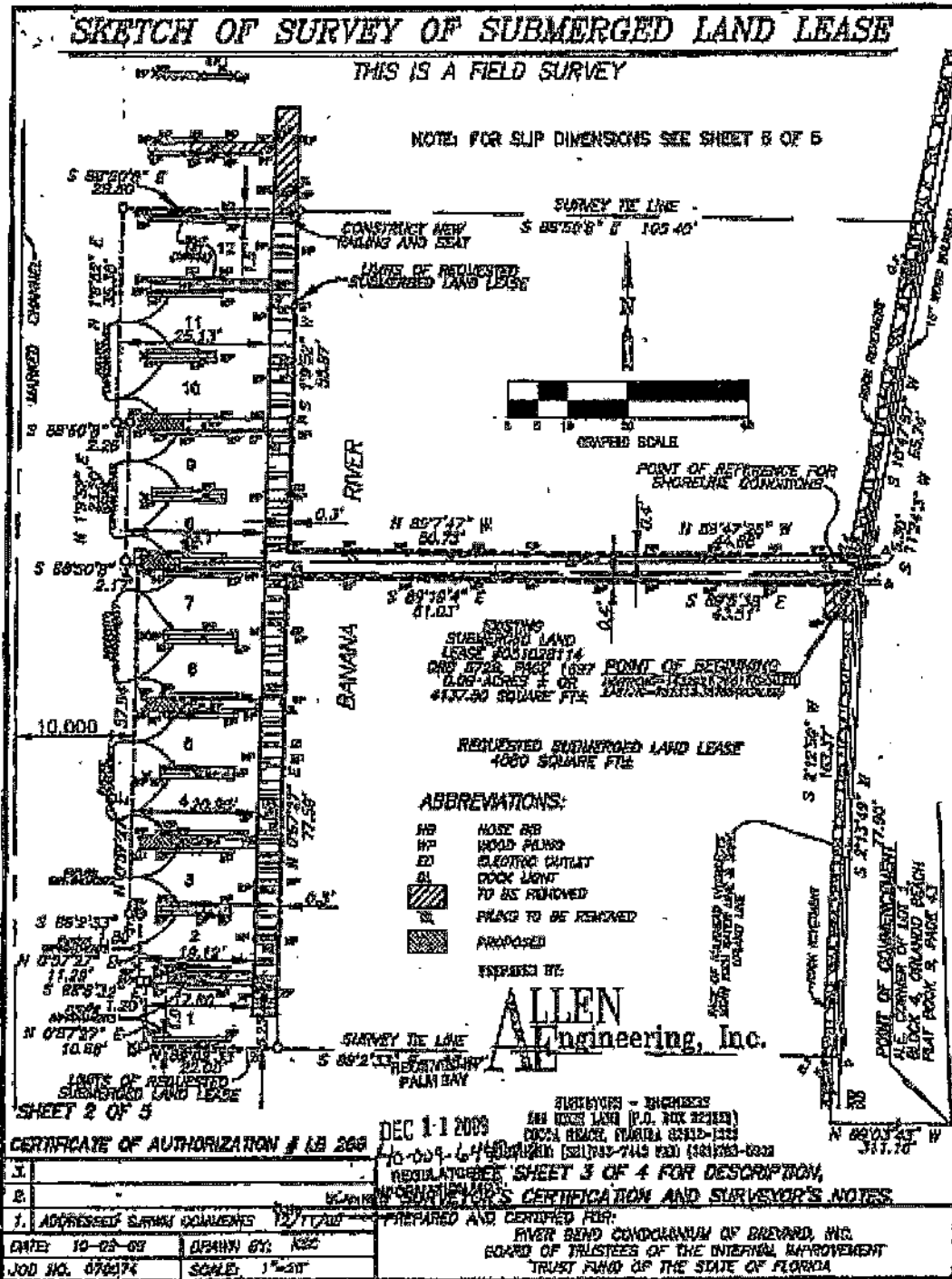
**LAND SURVEYING / LAND PLATTING**

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**SEAL:**

**EXHIBIT "A"**



**EXHIBIT "B"**

**PERCENTAGES OF OWNERSHIP OF  
COMMON ELEMENTS AND COMMON SURPLUS**

Each Unit is assigned a 1/52 share of the Owners' Ownership of the Common Elements and Common Surplus.

Total = 100%