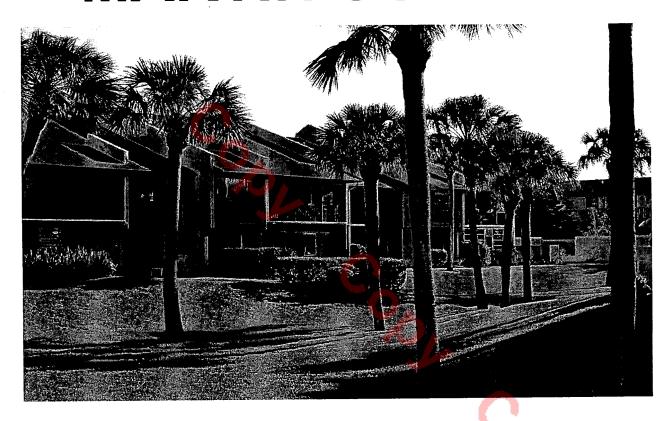


RIVER CLUB OF MARTIN COUNTY



Second Amended and Restated Declaration

This document also contains:

- The Second Amended and Restated Articles of Incorporation as (Exhibit A)
- Second Amended and Restated Bylaws as (Exhibit B)

This set of condominium documents was adopted on September 15, 2021.

CERTIFICATE OF SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF RIVER CLUB CONDOMINIUM OF MARTIN COUNTY, INC.

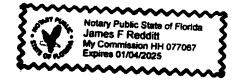
I HEREBY CERTIFY that the Second Amended and Restated Declaration of Condominium of River Club of Martin County, Inc. was duly adopted as an Amendment to the Amended and Restated By-Laws of River Club of Martin County, Inc. on September 15, 2021. The Amended and Restated Declaration is recorded in Official Records Book 1563, Page 900 of the Public Records of Martin County Florida. The original Declaration of Condominium was recorded in Official Records Book 463, Page 607 of the Public Records of Martin County, Florida.

DATED this Ol day of November	, 2021
As to Witnesses:	
Elack (A) Witness	By: John Mean phn Mears, President
Clean Hall Witness	Attest: Karen Vertesch, Secretary
STATE OF FLORIDA) COUNTY OF MARTIN)	(RC Seal)
The foregoing instrument was acknowledg	ed before me this Cl day of November, 2021, by

The foregoing instrument was acknowledged before me this <u>C1</u> day of <u>Nove be</u>, 2021, by John Mears and Karen Vertesch, as President and Secretary of River Club Condominium Association, Inc. respectfully, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me as identification and who did take an oath.

(Notary Seal)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF RIVER CLUB OF MARTIN COUNTY, INC., A CONDOMINIUM

The original DECLARATION OF CONDOMINIUM was made the 5th day of February, 1979, by UNDERWOOD MORTGAGE AND TITLE CO., a foreign corporation authorized to do business in Florida, sometimes called the "Developer".

At a meeting of the Board of Directors of River Club of Martin County, Inc. (sometimes hereinafter referred to as the "Association") held on July 14, 2021, the Board of Directors approved this Second Amended and Restated Declaration of Condominium of River Club of Martin County, a Condominium, by a vote of no less than 60% of all Directors approving. At a special meeting of the Members of the Association held on September 15, 2021, not less than 51% of the Association's unit owners approved this this Second Amended and Restated Declaration. This Second Amended and Restated Declaration shall become effective when recorded in the Public Records of Martin County, Florida and shall amend, supersede, and replace the original Declaration of Condominium, as it has been amended from time to time, in its entirety.

WHEREIN the following covenants and restrictions shall comprise the Declaration of Condominium of River Club of Martin County, Inc.

- 1. SUBMISSION. The lands described in this instrument and improvements on those lands have been submitted to the condominium form of ownership and shall be governed by Chapter 718, Florida Statutes, as amended from time to time, hereafter called The Condominium Act.
- 1.1. NAME AND ADDRESS. The name by which this condominium <u>Association</u> is to be identified is RIVER CLUB OF MARTIN COUNTY. INC. The <u>Association</u>'s mailing address is 1600 NE Dixie Highway, Jensen Beach, FL 34957.
- 1.2. THE LAND. The lands subject to this Declaration are lands lying in Martin County, more particularly described in Exhibit C which is attached hereto and made a part hereof.
- 2. **DEFINITIONS.** The capitalized terms used in this Declaration and in its exhibits shall have the meanings stated in The Condominium Act, as amended from time to time, and shall be as follows, unless the context otherwise requires:
- 2.1. UNIT means a part of the Condominium Property which is subject to exclusive ownership.
 - 2.2. UNIT OWNER means a record owner of legal title to a Condominium Parcel.
- 2.3. ASSOCIATION means RIVER CLUB OF MARTIN COUNTY, INC., a non-profit Florida corporation, and its successors.
 - 2.4. BY-LAWS means the By-Laws of the Association.
- 2.5. COMMON ELEMENTS means the portions of the Condominium Property which are not included in the units, unless otherwise expressly provided herein.

2.6. LIMITED COMMON ELEMENTS means and includes those elements which are reserved for the use of a certain unit or units to the exclusion of the other units.

2.7. COMMON EXPENSES include:

- a. Expenses of administration; expenses of insurance, maintenance, operation, repair, and replacement of the Common Elements, and of the portions of units to be maintained by the Association.
- b. Expenses declared common expenses by provisions of this Declaration, the By-Laws, or The Condominium Act.
- c. Any valid charge against the Association or the Condominium Property as a whole.
- 2.8 CONDOMINIUM PROPERTY means the lands, leaseholds, and personal property that is subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- 2.9. CONDOMINIUM PARCEL means a unit together with the undivided share in the common elements that is appurtenant to the unit.
- 2.10. RULES AND REGULATIONS means Rules and Regulations respecting the use of the Condominium Property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.
- 2.11. SINGULAR, PLURAL, GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.
- 2.12. UTILITY SERVICES—as used in reference to this condominium shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.
- 3. NUMBER OF UNITS. The condominium consists of a total of 188 units and each unit's percentage ownership in the Common Elements will be based upon a total of 188 units. Each unit shall have a 1/188th share of ownership of the Common Elements and a 1/188th share of the Common Expenses.
- 3.1. EXHIBITS TO DECLARATION INCLUDING SURVEY OF LAND AND IMPROVEMENTS. Surveys of the land and of the Phases, showing the improvements are attached hereto as Exhibits D and E. A survey of each floor of the condominium building and a survey of each unit within the condominium are also are attached as Exhibits which are identified hereafter. A Surveyor's Certificate, certifying the facts required by Section 718.014(4)(e), Florida Statutes, is attached hereto as Exhibit I. A complete list of the Exhibits to this Declaration of Condominium which are attached hereto and made a part hereof for the purpose of establishing and creating the condominium are as follows:

EXHIBIT A Second Amended and Restated Articles of Incorporation of River Club of Martin

County, Inc.

EXHIBIT B Second Amended and Restated By-Laws of River Club of Martin County, Inc.

EXHIBIT C, C 1, C2 Legal Description of Property Submitted to Condominium Ownership

EXHIBIT D Survey of Lands Submitted to Condominium Ownership

EXHIBIT E Site Plan of Phase 1 and Phase 2

EXHIBIT F Survey of Phase 1

EXHIBIT G-1 to G-13 Survey of First and Second Floor Plans and Units in Buildings 1, 2, 3, and 4 Survey of First and Second Floor Plans and Units in Buildings 5 through 15

EXHIBIT I Surveyor's Certificate
EXHIBIT J Survey of Phase 2

EXHIBIT K, K1, K2 Certificate of Surveyor as to Phase 2

EXHIBIT L1 to L34 Survey of First and Second Floor Plans and Units in Buildings 5 through 15

- 3.2. ALTERATION OF UNITS BY OWNERS. The interior of a unit may be changed by an owner, provided, however, no change shall be made in perimeter walls, load-bearing walls, load-bearing columns, balconies, structural components, or other Common Elements or Limited Common Elements. Furthermore, no unit may be subdivided. Any change that is made within a unit shall also comply with the requirements of Section 5 of this Declaration concerning maintenance, alteration, and improvement.
- 3.3. EASEMENTS. The following easements are covenants running with the land of the condominium.
 - a. Utility easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through a unit shall be only in accordance with the plans and specifications for the unit or building, or as the building is constructed, unless approved in writing by the unit owner.
 - b. Ingress and egress are reserved for pedestrian traffic over, through, and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the Common Elements and Limited Common Elements; and for vehicular traffic over, through, and across such portions of the Common Elements and Limited Common Elements as from time to time may be paved and intended for such purposes.
 - 3.4. IMPROVEMENTS GENERAL DESCRIPTION.
 - a. BUILDINGS. The Condominium Property includes fifteen (15) buildings containing a total of 188 units, a recreational building, and other structures and facilities.
 - b. OTHER IMPROVEMENTS. The Condominium Property includes grounds and landscaping, automobile parking areas, and other facilities located substantially as shown upon the plans and which are part of the Common Elements or Limited Common Elements.
- 3.5. UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

- a. UPPER AND LOWER BOUNDARIES. The upper boundary shall be the horizontal plane of the undecorated finished ceiling extended to an intersection with the perimetrical boundaries. The lower boundary shall be the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries.
- b. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to the intersections with each other and with the upper and lower boundaries. All weight bearing walls and solid concrete columns located within a unit constitute part of the Common Elements up to the unpainted finished surface of said walls and columns. All doors and windows, glass or otherwise, which are in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior finished undecorated surface thereof. All enclosures or other structures added by a unit owner to balconies and patios including supporting structures for glass, canvas, or screen are deemed personal property and a part of the unit.
- c. Each unit shall also be deemed to include the individual air conditioning unit serving the unit, and all related integral parts thereof, including, but not limited to, the compressor. Each unit owner will be responsible for the maintenance and repair of his or her air conditioning unit, all related integral parts thereof and shall insure the same against casualty at his or her expense, if such insurance is desired.
- 3.6. LIMITED COMMON ELEMENTS. The balconies and patios abutting a unit are Limited Common Elements_appurtenant to that unit to which they are abutting, and their use is restricted to that unit to which they are appurtenant. One automobile parking space is assigned to each unit. Assigned parking spaces will be Limited Common Elements appurtenant to the unit to which they are assigned. Additional spaces may be available and identified for guest parking. However, spaces identified as guest parking shall not be Limited Common Elements. Additionally, the Association may adopt and amend Rules and Regulations from time to time governing the use and availability of guest parking spaces.
- 4. **CONDOMINIUM PARCEL.** The Condominium Property contains 188 units, each of which, together with its appurtenances, constitutes a Condominium Parcel.
- 5. MAINTENANCE, ALTERATION, AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:
- 5.1. BY THE ASSOCIATION. The Association shall maintain, repair, and replace at the Association's expense:
 - a. All Common Elements and Limited Common Elements.
 - b. All portions of the units which contribute to the support of the buildings, including, without limitation, outside walls of the buildings, balconies, and load bearing walls and load-bearing columns within a unit.

- c. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services contained in the portions of a unit, or Condominium Property maintained by the Association; and all such facilities contained within a unit that service part or parts of the Condominium Property other than the unit within which contained.
- d. Proviso: Notwithstanding anything else contained in this Section, the Association is not obligated to maintain, repair, and replace any improvement installed by a current or former unit owner if the improvement benefits only the unit for which it was installed and is not part of the standard improvements installed by the Developer or by the Association.
- 5.2. BY THE UNIT OWNER. The responsibility of the unit owner shall be as follows:
 - a. To maintain, repair, and replace at the unit owner's expense all portions of the unit, except the portions to be maintained, repaired, and replaced by the Association. This shall be done without disturbing the rights of other unit owners.
 - b. The portions of a unit to be maintained, repaired, and replaced by the unit owner at the unit owner's expense shall include, but not be limited to, the following items: balcony and patio enclosures and/or modifications, air conditioning equipment for space cooling and heating serving the individual unit and all integral parts thereof, including, but not limited to, the compressor located adjacent to the Condominium Building; service equipment (a/k/a appliances), such as dishwasher, laundry, refrigerator, oven, and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes; and screens, glass, window frames, front entrance doors, glass doors, and glass door frames. All portions of a unit, including but not limited to, mechanical equipment installed or maintained by a unit owner shall be such that its operation will not cause annoyance to the occupants of other units.
 - _c. To maintain, repair, and replace all personal property within the unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit.
 - (1) UNIT DOOR REPLACEMENT. A unit owner shall maintain his or her unit's front entrance door in good condition and may replace his or her unit's front entrance door, with either a solid flat door, substantially similar in appearance to the front entrance door as originally installed by the Developer, or with an optional half-light door. Front entrance doors must meet all applicable building codes at the time such doors are installed. Half-light doors may have glass panels which, if part of the door, shall be rectangular in shape and shall be located in the top half of the door. All replacement doors must be approved by the Board of Directors before installation, and the Board of Directors may adopt, and from time to time amend, guidelines and standards indicating the

color, materials, appearance, and design elements of replacement front entrance doors.

- (2) WINDOW REPLACEMENT. A unit owner shall maintain his or her unit's windows in good condition and may replace his or her unit's windows with sliding windows, substantially similar in appearance to those windows as installed by the Developer, or with casement windows. Replacement windows must be aluminum or vinyl, dark bronze in color on the exposed exterior, and may have tinted, insulated, or hurricane impact glass. Replacement windows must be of the same size and configuration as the original window. Notwithstanding the foregoing, the window located in the front bedroom of phase two units may not be a casement window. This window may only be a slider due to its location. All replacement windows must be approved by the Board of Directors before installation, and the Board of Directors may adopt, and from time to time amend, guidelines and standards indicating the color, materials, appearance, and design elements of replacement windows.
- (3) REQUIRED SOUNDPROOFING. When installing new flooring other than carpet or vinyl in all second floor units, a soundproofing material must be installed between the sub-floor and the finished floor. All flooring to be installed in a second floor unit other than carpet or vinyl must be approved by the Board of Directors before installation, and the Board of Directors may adopt, and from time to time amend, guidelines and standards indicating the types of second floor unit soundproofing that is required.
- <u>d.</u> To report promptly to the Association any defect or need for repairs for which the Association is responsible.

5.3. ALTERATION AND IMPROVEMENT.

- a. By the Unit Owner. Unit owners shall not paint or otherwise decorate or change the appearance of any portion of the exterior of a building. Unit owners shall not make any alterations, additions, improvements, or changes to portions of the unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings without first obtaining written consent of the Board of Directors. Seasonal decorations may be temporarily displayed on the exterior of a building and/or on portions of the Common Elements in accordance with any decoration policy adopted by the Board of Directors.
- b. By the Association. There shall be no material alteration nor substantial additions to the Common Elements or acquisition of additional Common Elements without prior approval of at least sixty-five (65%) percent of the unit owners voting in person or by proxy at members' meeting at which a quorum is obtained. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association without approval.

- 5.4 When a unit is conveyed, the acquirer of title, within thirty (30) days, must confirm that the unit's existing hurricane protections are code-compliant, bring the unit's hurricane protection up to current code, or, following the receipt of Association approval to do so, install new code-compliant hurricane protections. Hurricane protections must comply with any and all specifications adopted by the Board of Directors pursuant to Fla. Stat. §718.113(5), as amended from time to time.
- **6. ASSESSMENTS.** The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:
- 6.1. SHARE OF COMMON EXPENSE. Each unit owner shall be liable for a proportionate share of the Common Expenses, and shall share in the common surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the units owned by the unit owner.
- 6.2. INTEREST: APPLICATION OF PAYMENTS. Assessments and installments on assessments that are not paid when due shall bear interest at the highest rate allowed by law from the due date until paid. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed that permitted by law as set by the Board of Directors from time to time. Any payment received by the Association shall be applied first to any accrued interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.
- 6.3. LIEN FOR ASSESSMENTS. Assessments shall be due and payable on the first day of each calendar month of the year for which assessments are made. The Association may record a Claim of Lien if an assessment shall remain unpaid for more than thirty (30) days after the same shall become due and payable as set forth above. A foreclosure action may be commenced thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose the lien to collect the unpaid assessment. The lien for unpaid assessments shall secure all reasonable attorneys' fees and costs incurred by the Association incident to the collection of an assessment or enforcement of the lien, including any appellate proceeding.
- 6.4. ACCELERATION OF ASSESSMENTS. In addition to the Association's rights of lien and foreclosure, in cases where assessments are not paid as due, the Association may accelerate the assessments for the remainder of any budget year, for any assessments that are in default for a period of fifteen (15) days. Should the Association proceed to lien and foreclose subsequent to acceleration, such lien and foreclosure shall be for the full-accelerated amount of assessments.
- 6.5 MONEY DAMAGES. The Association may bring an action to recover a money judgment for unpaid assessments without waiving any Claim of Lien.
- 6.6 MORTGAGE FORECLOSURE AND BANKRUPTCY. The Association may recover against a unit owner any attorneys' fees and costs that the Association incurs on account of the unit owner being sued in a mortgage foreclosure case and/or on account of the unit owner petitioning for bankruptcy.
- 6.7 SPECIAL ASSESSMENTS. The Board of Directors may, by a majority vote of all the directors then serving, levy special assessments from time to time when deemed necessary due to an unexpected shortage of funds, liability, maintenance need, or other reason. Material alterations and/or

substantial additions to the Common Elements may be funded by special assessments. Special assessment shall be collectible in the same manner as assessments for Common Expenses.

- 6.8 INDIVIDUAL ASSESSMENTS. Should any maintenance, repair, or replacement of any portion of the Common Elements or Limited Common Elements become necessary as the result of the negligence, intentional conduct, or breach of the Association's governing documents (including Rules and Regulations) by a unit owner, or by his or her family members, guests, tenants, or invitees, then the Association shall have the right to levy an individual assessment against such unit owner for the costs incurred in connection with such maintenance, repair, or replacement. Individual assessments shall be collectible in the same manner as assessments for Common Expenses.
- 6.9 Without limiting the foregoing, the Association shall have all of the rights and remedies to collect unpaid assessments provided by Chapter 718, Fla. Stat., as amended from time to time.
- 7. LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.
- 8. INSURANCE. The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the unit owners shall be governed by the following provisions:
 - 8.1. PURCHASE; NAMED INSURED; CUSTODY AND PAYMENT OF POLICIES.
 - a. Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
 - b. Approval. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company that, according to the roster of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval, a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within that ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.
 - c. Named Insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

- d. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee designated by the Board of Directors of the Association, and all policies and endorsements on them shall be deposited with the Insurance Trustee.
- e. Copies to Mortgagees. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee included in the mortgage roster who holds mortgages upon units covered by the policy. The copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

8.2. COVERAGE.

a. Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvements. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the Board of Directors of the Association. Insurance coverage shall afford protection against: (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief.

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air conditioning unit for space cooling and heating serving the individual unit, and all integral parts thereof, including, but not limited to, the compressor located adjacent to the condominium building; service equipment such as dishwasher, laundry, refrigerator, oven stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to: (1) subrogation against the Association and against the unit owners individually and as a group; (2) the pro-rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and (3) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

- b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with gross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- c. Workmen's compensation policy to meet the requirements of law.
- d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- 8.3. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgages.
- 8.4. INSURANCE TRUSTEE, SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. 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 and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgages in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:
 - a. Common Elements. Proceeds on account of damage to common elements: an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
 - b. Units. Proceeds on account of damage to units shall be held in the following undivided shares:
 - (1) When the Building Is to Be Restored. For the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.
 - (2) When the Building Is Not to Be Restored. An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
 - c. Mortgagees. In the event a mortgagee endorsement has been issued as to the unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that 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 distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

- 8.5. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty".
- 8.6. ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon 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 upon the payment of claims.
- 8.7. BENEFIT OF MORTGAGEE. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of Condominium Parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

9. RECONSTRUCTION AND REPAIR AFTER CASUALTY.

- 9.1. DETERMINATION WHETHER TO RECONSTRUCT AND REPAIR. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:
 - a. Lesser Damage. If units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.
 - b. Major Damage. If units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner.
 - (1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of the insurance proceeds.
 - (2) The notice shall call a meeting of unit owners to be held within thirty (30) days from the mailing of the notice.
 - (3) If the reconstruction or repair is approved at the meeting by the owners of 60% of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

- (4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.
- (5) The expense of this determination shall be assessed against all unit owners as a common expense.
- c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed and repaired.
- 9.2. REPORT OF DAMAGE. If any part of the Condominium Property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:
 - a. Date and cause of damage.
 - b. Whether the damaged property will be reconstructed and repaired or the condominium terminated. If the damaged property will be reconstructed and repaired, the report shall include the following information:
 - c. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.
 - d. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.
 - e. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated cost to each owner for reconstruction and repair.
 - f. The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this State.
- 9.3. RESPONSIBILITY FOR RECONSTRUCTION AND REPAIR. The responsibility for reconstruction and repair after casualty shall be the same as for the maintenance and repair of the Condominium Property as provided in the section entitled "Maintenance, Alteration and Improvement".
- 9.4. PLANS AND SPECIFICATIONS. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit building, by the owners of not less than 60% of the common elements, including the owners of all units the plans for which are to be altered.

9.5. ASSESSMENTS; DETERMINATION OF SUFFICIENCY OF FUNDS.

- a. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.
- b. Determination of Sufficiency of Funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by the Board of Directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.
- 9.6. DISBURSEMENT OF FUNDS. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:
 - a. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made for payment.
 - b. Termination of the Condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be Condominium Property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.
 - c. Reconstruction and Repair of Damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:
 - (1) By Association -Damages of \$10,000.00 or Less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000.00, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000.00 if the damaged property includes structural parts of a

- building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.
- (2) By Association-Damages of More Than \$10,000.00. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$10,000.00, the funds shall be disbursed in payment of these costs in the manner required by the Board of Directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.
- (3) By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.
- (4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.
- d. Reliance Upon Certificates. Notwithstanding the provisions of this declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its President and Secretary stating:
 - (1) Whether the damaged property will be reconstructed and repaired or the condominium terminated.
 - (2) Whether or not payments upon assessments against unit owners shall be deposited with the Insurance Trustee.
 - (3) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.
 - (4) The names of unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the

Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

- e. Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:
 - (I) When the report of damage shows that the damaged property includes structural parts of a building.
 - (2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.00.
 - (3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.
- 9.7. BENEFIT OF MORTGAGEES. Certain provisions in this section entitled "Reconstruction or Repair after Casualty" are for the benefit of mortgagees of Condominium Parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.
- 10. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions as long as the condominium exists and unit buildings in useful condition exist upon the land, and these restrictions shall be covenants running with the land of the condominium.
- 10.1. UNITS. Each of the units shall be occupied as a single-family residence and for no other purpose. No unit may be divided or subdivided into a smaller unit nor may any portion of any unit be sold or otherwise transferred.
- 10.2. PETS. No unit owner may permit pets or animals to be kept in his or her unit or anywhere else on the Condominium Property.
- 10.3. NUISANCES. No nuisances shall be allowed upon the Condominium Property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and property use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property above that required when the unit is used for the approved purposes. Noxious odors, persistently loud noises, the storage of chemicals, and outrageous conduct that is out of place in a residential condominium building are each non-exhaustive examples of nuisances.
- 10.4. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification, or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

- 10.5. REGULATIONS. Reasonable Rules and Regulations concerning the use of Condominium Property (including the units) may be made and amended from time to time, by the Board of Directors.
- VEHICLES. No commercial trucks, commercial vans, trailers, limousines, recreational vehicles, motor homes, motorcycles, boats or boat trailers shall be parked or stored on the Condominium Property. The terms "commercial trucks" and "commercial vans" shall mean trucks or vans that: display a company name, advertising, logo or other commercial lettering or insignias; have a toolbox, ladder rack, fifth wheel or other commercial equipment attached; carry exposed equipment, tools or supplies, have dual rear wheels; or have any other visible characteristics indicating that the truck or van is intended to be used primarily for commercial purposes. Appearance shall control over actual use. Pick-up trucks shall be permitted unless they have one or more of the characteristics of a commercial truck defined above or have modified suspensions that raise the height of the truck body. Notwithstanding the foregoing, service and delivery vehicles may park on the Condominium Property during regular business hours, as needed for providing services or deliveries. The Board of Directors may adopt reasonable Rules and Regulations, which allow for short term parking of any classification of prohibited vehicles, so long as such Rules and Regulations do not permit any prohibited vehicles from being regularly parked or stored on the Condominium Property. As its non-exclusive remedy for violations of this paragraph, the Association shall be authorized to tow vehicles that are the source of a violation from the Condominium Property in accordance with Fla. Stat. §715.07, as amended from time to time.
- 10.7. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.
- 10.8. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that unit if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.
- 10.9. LEASE RESTRICTION. A unit shall not be leased for a period of one (1) year immediately following the purchase or other acquisition of the unit unless the transfer of title is through inheritance as determined by a valid probate action. During the initial one (1) year, the unit may only be occupied by the person(s) identified on the deed or other instrument of transfer as the titleholder or may be occupied by immediate family members of the titleholder as defined in the Rules and Regulations.
- 10.10. LEASE RESTRICTION-MULTIPLE UNITS. A unit owner(s) who owns more than one (1) unit shall not <u>concurrently</u> lease more than one (1) unit at a time. In addition, the unit must be owned for a period of one (1) year before it can be leased. During this time, the unit can only be occupied by the person or persons listed on the deed and their immediate family as defined in the Rules and Regulations.
- 10.11 ADVERTISING UNITS FOR LEASE. No unit owner or tenant may lease or license occupancy of any unit or portion of a unit to any transient tenant(s) or use any vacation rental service to advertise any unit for lease. Advertising of units or portions of units as available for lease for rental periods of less than two (2) consecutive calendar months is strictly prohibited.

11. MAINTENANCE OF COMMUNITY INTEREST. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the unit, the transfer of units by any owner shall be subject to the following provisions:

11.1. TRANSFER SUBJECT TO APPROVAL.

- a. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association.
- b. Gift. If any unit owner shall acquire his or her title by gift, the continuance of his or her ownership of the unit shall be subject to the approval of the Association.
- c. Devise or Inheritance. If any unit owner shall acquire his or her title by devise or inheritance, the continuance of his or her ownership of his or her unit shall be subject to the approval of the Association.
- d. Other Transfers; Leasing. If any unit owner shall acquire his or her title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association. No unit owner may lease his or unit, or any portion thereof, without the Association's approval to do so.
- 11.2. APPROVAL BY ASSOCIATION. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

a. Notice to Association.

- (1) Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice shall be accompanied by an executed copy of the proposed contract to sell. The Association may require that the proposed buyer complete an application form and submit to a background check.
- (2) Gift; Devise or Inheritance; Other Transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title. The Association may require that the transferee or proposed transferee complete an application form and submit to a background check.
- (3) Lease. A unit owner intending to make a bona fide lease of a unit shall give to the Association notice of that intention, together with the name and address of the intended lessees and intended adult occupants, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. The Association may require that the proposed lessee and all adult

occupants who intend to occupy the leased premises during the lease complete an application form and submit to a background check.

- (4) Failure to Give Notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of a unit, or leasing a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.
- (5) Costs. A unit owner intending to sell, lease, or otherwise transfer his or her unit shall pay a reasonable fee to the Association in an amount determined by the Board of Directors, but not to exceed the maximum transfer fees permitted by the Florida Statutes, to cover the costs incident to investigating the backgrounds of the intended owners and/or occupants. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

b. Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale, then within twenty (20) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If no action is taken within twenty (20) days, the transaction is deemed approved. If approved, the approval shall be stated in a certificate executed by the President, Vice-President, or Secretary of the Association.
- (2) Gift; Devise or Inheritance; Other Transfers. If the notice is of an intended gift or the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within twenty (20) days after receipt of the notice and information the Association must either approve or disapprove the transferee or the continuance of the transferee's ownership of the unit. If no action is taken within twenty (20) days, the transaction is deemed approved. If approved, the approval shall be stated in a certificate executed by the President or Secretary of the Association.
- (3) Lease. If the proposed transaction is a lease, then within twenty (20) days after receipt of the notice and information required, the Association must either approve or disapprove the proposed transaction. If no action is taken within twenty (20) days, the transaction is deemed approved. If approved, the approval shall be stated in a certificate or letter executed by the President or Vice-President of the Association which shall be delivered to the unit owner. Such approval shall not be recorded in the public records of Martin County, Florida. The lease term shall be for a period of not less than two (2) consecutive calendar months and not more than twelve (12) consecutive calendar months, and not more than two (2) times in any calendar year. All leases and any extensions or renewals thereof must also be submitted to the Association for approval before going into effect. The Association has authority to evict tenants when the tenants violate any provision in the Declaration, By-Laws, Articles of Incorporation, or Rules and Regulations, or if the tenants have not been approved by the Association.

- c. Approval of Corporate Owner or Purchaser. Since the condominium may be used only for residential purposes, the approval of ownership of a unit by a corporation, LLC, partnership, or other business entity may be conditioned by requiring that all persons designated by the corporation, LLC, partnership, or other business entity as authorized occupants of the unit be approved by the Association. Additionally, the Association may prohibit the designated occupants of any unit owned by a corporation, LLC, partnership, or other business entity from being changed more than once per twelve (12) consecutive calendar months.
- 11.3. DISAPPROVAL BY THE ASSOCIATION. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be treated in the following manner:
 - a. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:
 - (1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or, at the Association's option, shall be the fair market value determined by an appraisal prepared by an independent appraiser selected and hired by the Association.
 - (2) The purchase price shall be paid in cash, or upon terms approved by the seller.
 - (3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if it is by arbitration, whichever is the later.
 - (4) A certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary approving the purchaser.
 - (5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.
 - (6) However, notwithstanding the foregoing, the Association shall have no obligation to furnish a substitute purchaser if the disapproval is for good cause. The Association may disapprove a proposed sale for good cause if: (1) it is found that within seven years preceding the date of the notice that any of the prospective purchasers have filed for bankruptcy, been foreclosed for the failure to make mortgage payments, been evicted for the nonpayment of rent, or had a judgment for an unpaid debt entered against them which remains unsatisfied; (2) it is found that within ten years of the date of the notice that any of the prospective purchasers or occupants have been convicted

of any felony involving violence, theft, fraud, or a minor victim; or (3) it is found that that any of the prospective purchasers or occupants have been designated as a sexual predator pursuant to Fla. Stat. §775.21, as amended from time to time.

- b. Gifts; Devise or Inheritance; Other Transfer. If the notice is of a proposed gift, devise, inheritance, or other transfer, the unit owner shall be advised in writing of the disapproval and the gift, devise, inheritance, or other transfer shall not be made. Any attempted gift, devise, inheritance, or other transfer to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his or her title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:
 - (1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by an appraisal prepared by an independent appraiser selected and hired by the Association.
 - (2) The purchase price shall be paid in cash or upon terms approved by the seller.
 - (3) The sale shall be closed within ten (10) days following the determination of the sale price.
 - (4) A certificate of the Association shall be executed by its President or Vice-President and Secretary or Assistant Secretary approving the purchaser.
 - (5) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.
 - (6) However, notwithstanding the foregoing, the Association shall have no obligation to furnish a substitute purchaser if the disapproval is for good cause. The Association may disapprove a gift, devise, inheritance, or other transfer of a unit for good cause if: (1) it is found that within seven years preceding the date of the notice that any of the intended unit acquirers of title have filed for bankruptcy, been foreclosed for the failure to make mortgage payments, been evicted for the nonpayment of rent, or had a judgment for an unpaid debt entered against them which remains unsatisfied; (2) it is found that within ten years of the date of the notice that any of the intended unit acquirers have been convicted of any felony involving violence, theft, fraud, or a minor victim; or (3) it is found that that any of the intended unit acquirers have been designated as a sexual predator pursuant to Fla. Stat. §775.21, as amended from time to time. In the event that a gift, devise, inheritance, or other

transfer of a unit has been disapproved for good cause, the conveyance of the unit shall not be made, and, if it has already been made prior to the disapproval, the unapproved acquirer(s) shall have 180 days to convey the unit to a purchaser who has received the Association's approval to purchase or otherwise take title to the unit.

- c. Lease; If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made. The Association may disapprove a proposed lease if: (1) it is found that within seven years preceding the date of the notice that any of the prospective lessees have filed for bankruptcy, been foreclosed for the failure to make mortgage payments, been evicted for the nonpayment of rent, or had a judgment for an unpaid debt entered against them which remains unsatisfied; (2) it is found that within ten years of the date of the notice that any of the prospective lessees or occupants have been convicted of any felony involving violence, theft, fraud, or a minor victim; (3) it is found that that any of the prospective lessees or occupants have been designated as a sexual predator pursuant to Fla. Stat. §775.21, as amended from time to time; (4) the unit owner desiring to lease his or her unit is delinquent in the payment of any monetary obligation to the Association as of the date that notice of the proposed lease was received; or (5) any of the proposed occupants has previously been the cause of a violation of this Declaration or of the Rules and Regulations.
- 11.4. MORTGAGE. No unit owner may mortgage a unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the entire purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.
- 11.5. LIMITATIONS ON MORTGAGE LIABILITIES. Where the mortgagee of the first mortgage of record, or the purchaser or purchasers of a condominium unit obtains title to the condominium or parcel or unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such condominium unit or chargeable to former owner of such condominium unit which became due prior acquisition of title by said mortgagee or purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium units, including a successor or assign of the mortgagee. The waiver of liability granted herein for the payment of past due assessments shall not apply to the owner who takes back a purchase money mortgage.
- 11.6. EXCEPTIONS. The foregoing provisions of this Section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association 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 <u>or her</u> successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provision require the approval of a purchaser who acquires the title to an 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; a mortgage or transfer to or a purchase or other acquisition by Developer, nor a lease, mortgage, sale or other transfer by Developer.

- 11.7. UNAUTHORIZED TRANSACTIONS. Any sale, mortgage, lease, or assignment of lease that is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.
- 11.8 STANDING. The Association shall have standing to bring an action for declaratory, injunctive, and supplemental relief, as appropriate, as well as damages in connection with any sale, mortgage, lease, or assignment of lease that violates this Declaration and is consequently void.
- 11.9 EVICTION OF UNAUTHROIZED LESSEES AND/OR OCCUPANTS. The Association shall have standing to bring an eviction, or other, similar action, either in its own name or as attorney in fact for the unit owner, against any tenant(s) or occupant(s) who are residing in any unit without an approved lease. The costs incurred by the Association pursuing such action shall be recoverable from the owner of the unit where the tenant(s) or occupant(s) are residing. Any such eviction or similar action shall be a non-exclusive remedy which shall not prejudice the Association from taking any other, alternative, or additional enforcement action(s) that may be authorized by law or by this Declaration.
- 11.10 ASSOCIATION EXCEPTION. The restrictions set forth within this Section 11 of this Declaration shall not apply in the case of any unit that becomes owned by the Association as the result of a foreclosure, deed in lieu of foreclosure, or otherwise.
- 12. COMPLIANCE AND DEFAULT. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association, and the By-Laws, and the Rules and Regulations adopted pursuant to those governing documents, and all of those governing documents as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by The Condominium Act:
- 12.1. COMPLIANCE. Failure to comply with any of the terms of the Declaration of Condominium of River Club of Martin County, the By-Laws, the Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, shall be grounds for relief including, without limitation, fines, an action to recover sums due for damages, injunctive relief, declaratory relief, supplemental relief, foreclosure of lien, or any other appropriate relief available at law or in equity.
- 12.2. NEGLIGENCE AND FAULT. A unit owner shall be liable for the expense of any maintenance, repair, or replacement made necessary by the unit owner's act, negligence, or carelessness, or by that of any member of the unit owner's family or the unit owner's guests, employees, agents, invitees, or lessees. Such liability shall be assessed as Individual Assessments and shall be collectible as set forth within Section 6 hereof.
- 12.3. COSTS AND ATTORNEYS' FEES. In any proceeding arising from an alleged failure of a unit owner or the Association to comply with the requirements of The Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover from the non-prevailing party the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.
- 12.4. NO WAIVER OF RIGHTS. The failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of The Condominium Act, this Declaration, the Articles of

Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

- **13. AMENDMENTS.** This Declaration of Condominium may be amended in the following manner:
- 13.1. NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 13.2. ADOPTION. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:
 - a. not less than 60% of the entire membership of the Board of Directors and by not less a majority of the votes of the entire membership of the Association; or
 - b. not less than 60% of the votes of the entire membership of the Association; or
 - c. not less than 50% of the entire membership of the Board of Directors in the case of amendments that are only for one or more of the following purposes:
 - (1) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of the land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the Common Elements, common surplus or Common Expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall approve the amendment.
 - (2) To adopt amendments of the Section entitled "Insurance" that are reasonably required by insurers or mortgagees of Condominium Property.
- 13.3. WRITTEN CONSENT. Amendments may also be approved by written consent as provided by Fla. Stat. §617.0701, as amended from time to time.
- 13.4. PROVISO. Provided, however, that no amendment shall change any unit nor decease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment.
- 13.5. EXECUTION AND RECORDING. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Martin County, Florida.

- 14. **TERMINATION.** The condominium may be terminated in the following ways in addition to the manner provided by The Condominium Act:
- 14.1. DESTRUCTION. If it is determined in the manner elsewhere provided that the unit building shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.
- 14.2. AGREEMENT. The condominium may be terminated by approval in writing by all record owners of units and all record owners or mortgages on units.
- 14.3. APPROVAL AND OPTIONS TO PURCHASE. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than 60% of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the 60th day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:
 - a. Exercise of Option. The option shall be exercised in the following manner:
 - (1) A party desiring to exercise the option shall execute and deliver to the Association two counterparts of an agreement in the form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one offer is made for the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and the termination of the condominium.
 - (2) The option shall be deemed to be exercised if the Association received within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.
 - (3) The exercise of the option shall be evidenced by the certificate of the Association executed by its President and Secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers and the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail, return receipt requested, to each record owner of the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.
 - b. Price. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement to the seller. In the

absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- c. Payment. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.
- d. Closing. The sale shall be closed within ten (10) days following the determination of the sale price, or within sixty (60) days after the exercise of the option, whichever shall last occur.
- e. Termination. The closing of the purchase of all of the units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.
- f. Failure to Purchase. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.
- 14.4. CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Martin County, Florida.
- 14.5. SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium, unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owner's units prior to the termination.
- 14.6. AMENDMENT. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of the mortgages upon the units.
- 15. SEVERABILITY. The invalidity 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 of Condominium, the Articles of Incorporation of the Association, the By-Laws, and Rules and Regulations of the Association, shall not affect the validity of the remaining portions.

(Seal)

The foregoing were adopted as the SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF RIVER CLUB OF MARTIN COUNTY, INC., A CONDOMINIUM a corporation not-for-profit under the Laws of the State of Florida on September 15, 2021.

IN WITNESS WHEREOF, the undersigned have executed these Second Amended and Restated Bylaws.

WITNESSES:	RIVER CLUB OF MARTIN COUNTY, INC.
Clerk St.	By: John Mears, President
Coo.	By: Maren J Lesters Karen Vertesch, Secretary
STATE OF FLORIDA }	
}	
COUNTY OF MARTIN }	
Norman 2021, by John Mears, as	efore me by means of physical presence this <u>Ol</u> day of some some serious presence this <u>Ol</u> day of some serious presence the serious presence this <u>Ol</u> day of some serious presence the serious presenc
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Type of Identification produced, if applicable:	Notary Public
Notary Public State of Florida	CEUS CEUS
James F Redditt	My Commission Expires:

EXHIBITS

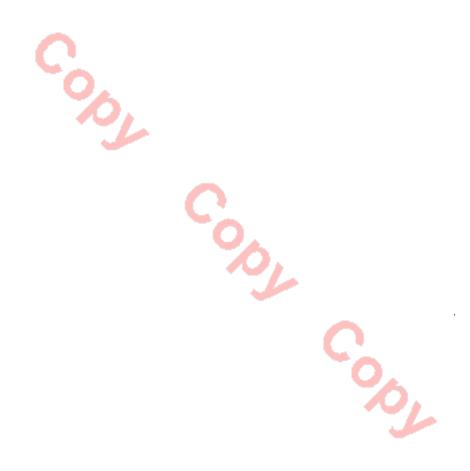
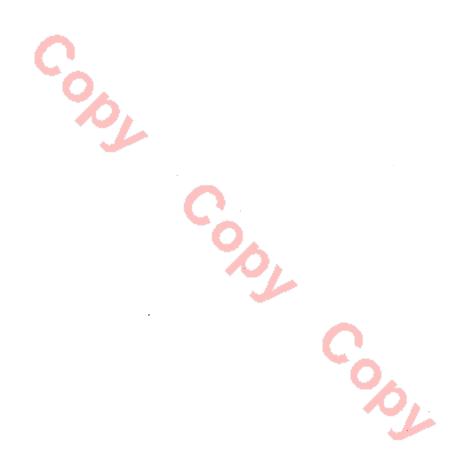


Exhibit A – Articles of Incorporation

The Second Amended and Restated Articles of Incorporation were recorded with the Martin County Clerk of Courts on October 18, 2021 Book 3264 Pages 2371 thru 2376.

Exhibit B - Bylaws

The Second Amended and Restated Bylaws were recorded with the Martin County Clerk of Courts on October 18, 2021 Book 3264 Pages 2362 thru 2369.



Declaration Exhibit C

A Parcel of land lying in Section 27 and Section 34, Township 37 South, Range 41 East, Martin County, Florida, more particularly described as follows:

IN SECTION 27: That part of the South one-half (1/2) of Lots 3, 4, 5, 6 and 7, of the J. T. CLEVELAND SUBDIVISION as recorded in Deed Book X, Page 752, Public Records of Brevard County (now Martin County), Florida and transcripted as Plat Book 1, Page 213, Public Records of St. Lucie (now Martin) County, Florida, that lies South of the Southerly waters of Warner Creek and that lies East of State Road No. 707.

LESS and excepting a parcel of land described as follows:

Commencing at the Southwest corner of Lot 7 of the above described J. T. CLEVELAND SUBDIVISION, thence N 0°20'30" E along the West line of said Lot 7 a distance of 804.60 feet; thence S 89°39'30" E a distance of 15 feet to the Easterly right-of-way line of State Road No. 707 and the POINT OF BEGINNING; thence S 89°39'30" E a distance of 226 feet; thence N 0°20'30"E a distance of 63 feet to the Southerly waters of Warner Creek; thence meander the Southerly and Westerly waters of Warner Creek on the following described courses: Thence S 42°31'22" W a distance of 43.19 feet; thence S 81°07'51" W a distance of 37.49 feet; thence N 89°39'47" W a distance of 34 feet; thence N 82°30'57" W a distance of 32.24 feet; thence N 81°17'49" W a distance of 34.37 feet; thence N 3°24'09" E a distance of 142.06 feet; thence N 18°26'53" W a distance of 67.47 feet to a point on the Easterly right-of-way line of State Road No. 707, said point being on a curve concave to the East and having a radius of 458.50 feet; thence Southerly along the arc of said curve a distance of 206.81 feet to a point and the end of said curve; thence S 0°20'30" W along the Easterly right-of-way line of State Road No. 707 a distance of 39.87 feet to the POINT OF BEGINNING.

IN SECTION 34: That part of the East 13.0 acres, more or less of Government Lot 2 of siad Section 34 described as follows: Commence at a point on the South line of Section 27, said point being the Southwest corner of Lot 7 of the above described J. T. CLEVELAND SUBDIVISION, said point also being on the North line of said Section 34, thence S 89°37'10" E, along the North line of said Section 34, a distance of 414.82 feet; thence N 54°01'10" E a distance of 49.41 feet; thence N 35°58'50" W a distance of 30 feet; thence N 54°01'10" E a distance of 200 feet; thence S 35°58'50" E a distance of 213.62 feet to a point on the North line of Section 34 and the POINT OF BEGINNING; thence S 35°58'50" E a distance of 63 feet to the Mean High Water line of the St. Lucie River; thence N 60°19'08" E along the Mean High Water line of the St. Lucie River a distance of 101.28 feet to a point on the North line of said Section 34; thence N 89°37'10" W along the North line of said Section 34 a distance of 125 feet to the POINT OF BEGINNING.

LESS and excepting a parcel of land described as follows:
Commence at a point on the South line of Section 27, said point
being the Southwest corner of Lot 7 of the above described J. T.
CLEVELAND SUBDIVISION; thence S 89°37'10" E along the said South
line of Section 27 a distance of 414.82 feet to the POINT OF
BEGINNING; thence N 54°01'10" E along the North line of a parcel
of land previously conveyed by Harry B. Swinglehurst, Jr., and
Calista Swinglehurst, his wife, to Vincent James Navitsky and
Geraldine Navitsky, his wife, as recorded in Official Record Book
159, Page 149, Martin County, Florida, public records, a distance
of 49.41 feet; thence N 35°58'50" W along the Easterly boundary
of a 60 foot road easement a distance of 30 feet to a point; thence
N 54°01'10" E a distance of 200 feet to a point, thence S 35°58'50" E
a distance of 213.62 feet to a point on the said South line of

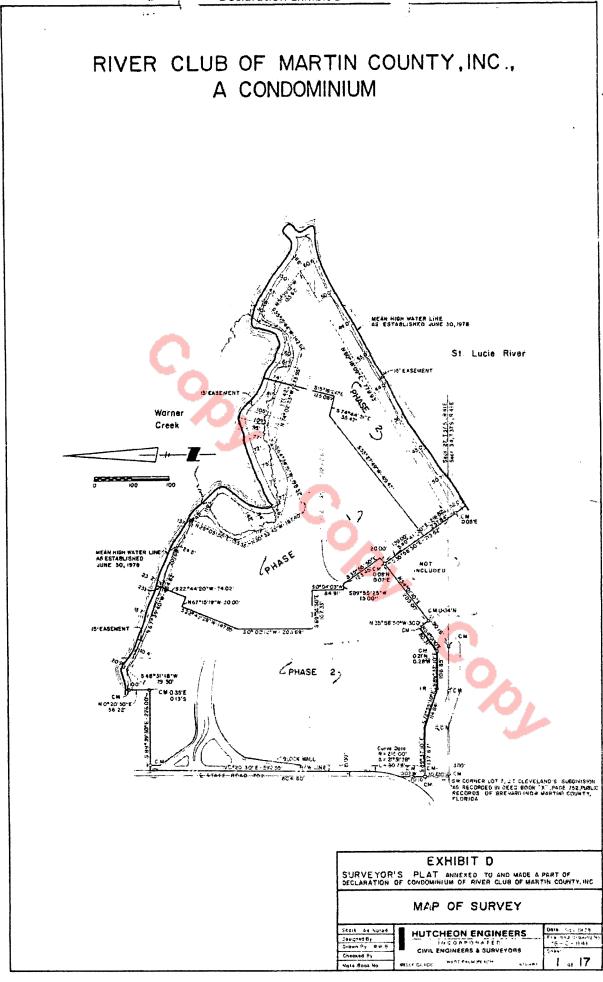
Section 27; thence continue S 35°58'50" E a distance of 63 feet to the Mean High Water line of the St. Lucie River; thence S 68°00'46" W along the Mean High Water line of the St. Lucie River a distance of 92.68 feet; thence S 51°00'35" W along the Mean High Water line of the St. Lucie River a distance of 110.22 feet to a point on the East line of the property previously conveyed to Vincent James Navitsky; thence N 35°58'50" W along the said East line of the property previously conveyed to Vincent James Navitsky a distance of 193.72 feet to a point on the South line of Section 27; thence N 89°37'10" W along the South line of Section 27 a distance of 61.36 feet to the POINT OF BEGINNING.

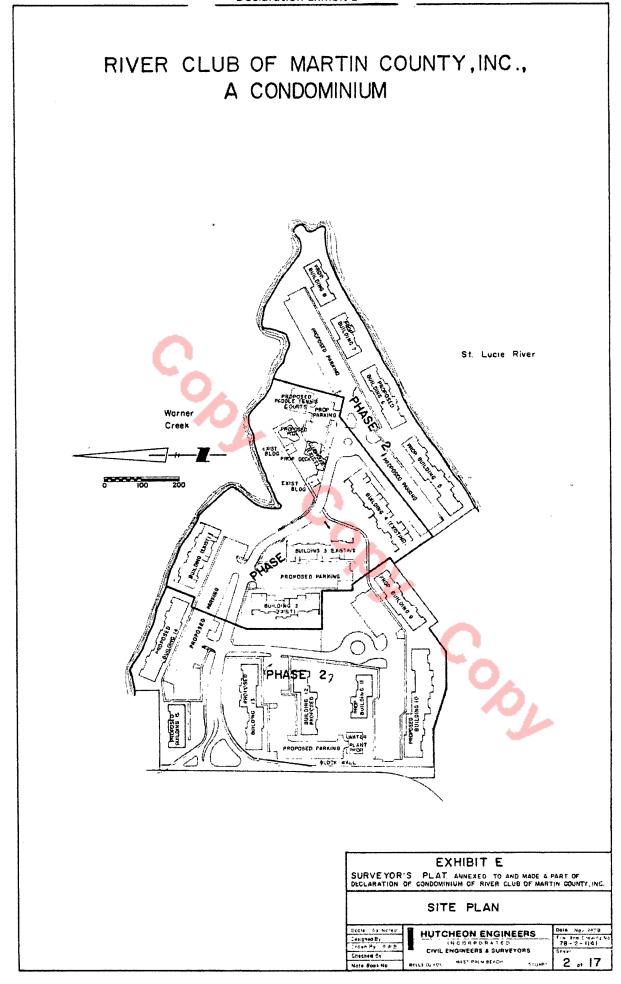
LESS and excepting all rights-of-way for State Road No. 707.

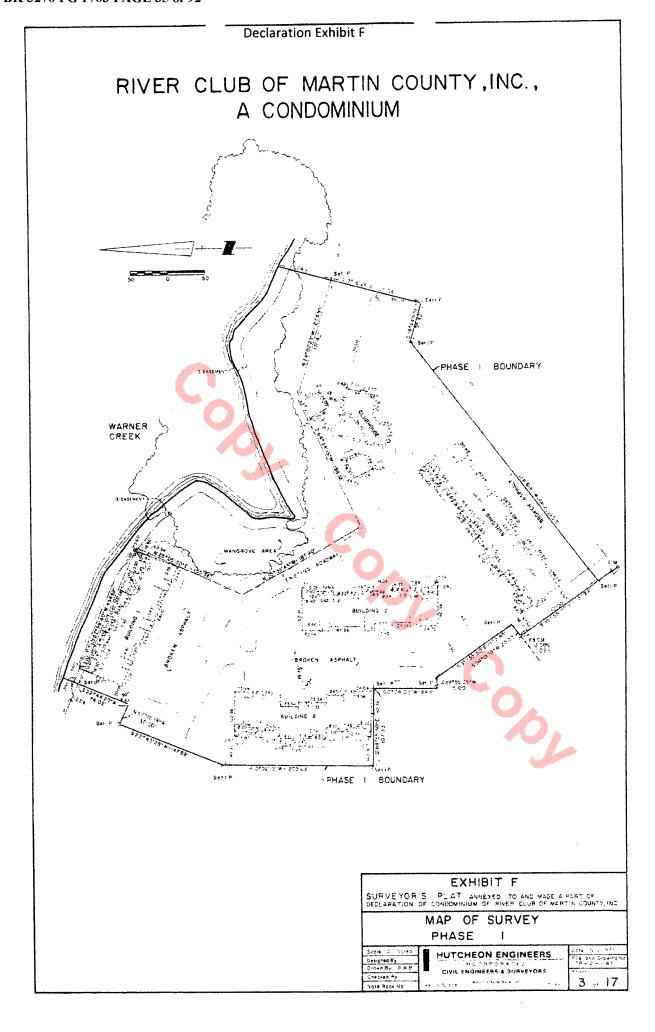
TOGETHER with an easement in common with others for ingress and egress by foot or bicycle over the following described property, to wit:

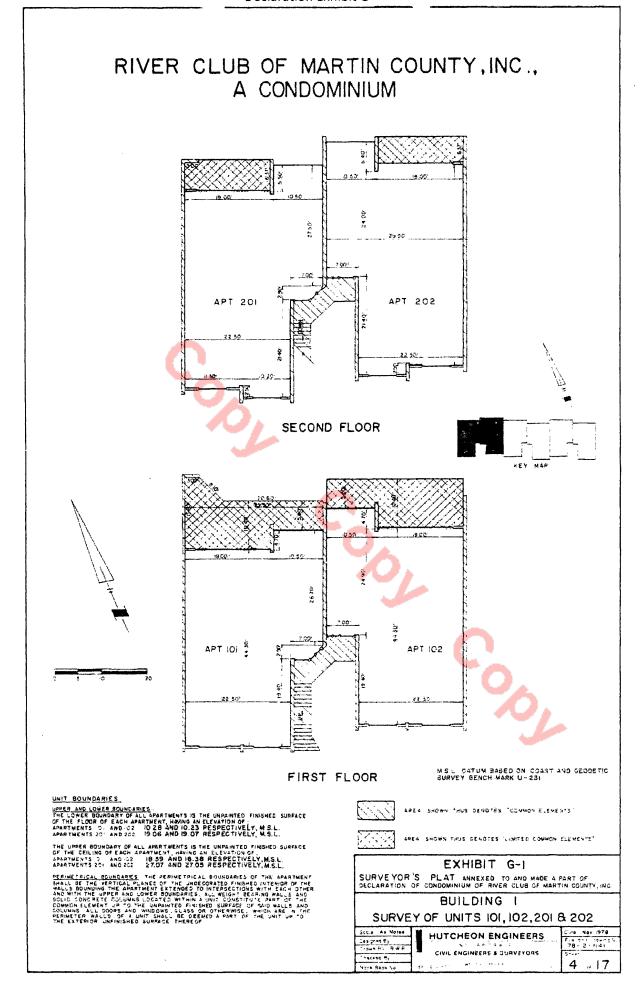
An easement over a parcel of land 15 feet in width, said easement lying adjacent and contiguous to the mean high water line of the South side of Warner Creek and said easement Beginning at the Westerly right of way line of State Road No. 707 and thence extending Northwesterly to the Southerly right of way line of the Florida East Coast Railroad. Said easement lying and being in Lots 7 and 8 of the J. T. Cleveland Subdivision as recorded in Deed Book X, page 752, Brevard County, now Martin County, Florida, public records and Lot 8 of the Ed. F. Glutsch Subdivision as recorded in Plat Book 1, Page 151, Brevard County, now Martin County, Florida, public records, all in Section 27, Township 37 South, Range 41 East.

Beginning at the Southeast corner of Lot 8 of said Ed. F. Glutsch Subdivision, thence proceed North 89°53'05" East in Lot 8 of the above described J. T. Cleveland Subdivision for a distance of 11 feet to a point. Thence proceed North o°06'55" East for a distance of 505.16 feet to a point on the Southerly right of way line of the Florida East Coast Railroad. Thence proceed South 69°27'13" West along the Southerly right of way line of the Florida East Coast Railroad for a distance of 184.18 feet to the point or place of beginning. (1) Thence proceed South 25°18'00" East for a distance of 144.42 feet to a point. (2) Thence proceed South 64°42'00" West for a distance of 53 feet to a point. (3) Thence proceed North 25°18'00" West for a distance of 148.82 feet to a point on the Southerly right of way line of the Florida East Coast Railroad. (4) Thence proceed North 69°27'13" East along said right of way line for a distance of 53.18 feet to the point or place of beginning.



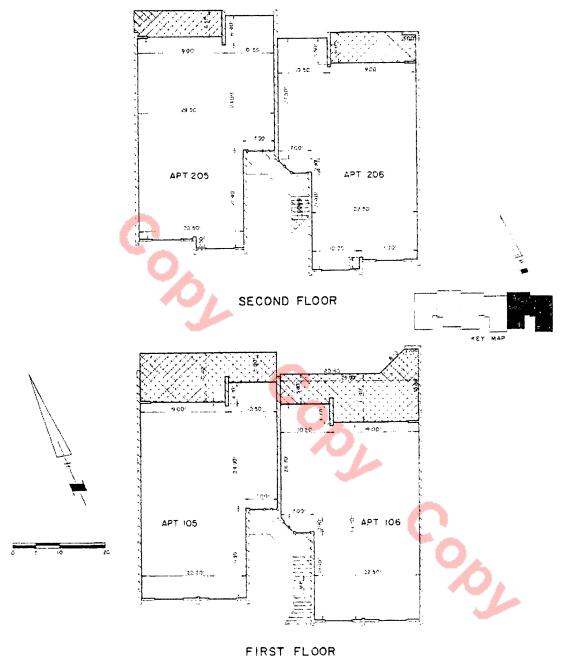






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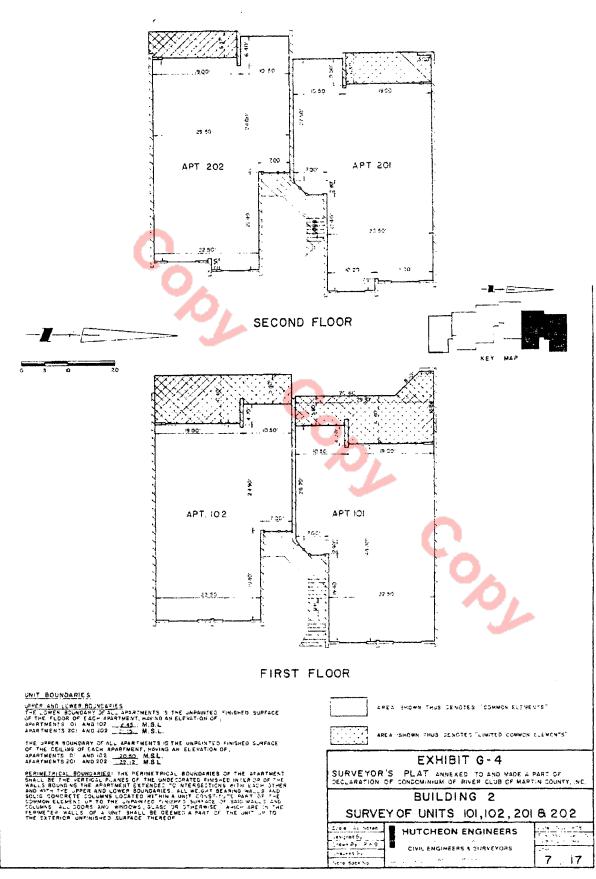
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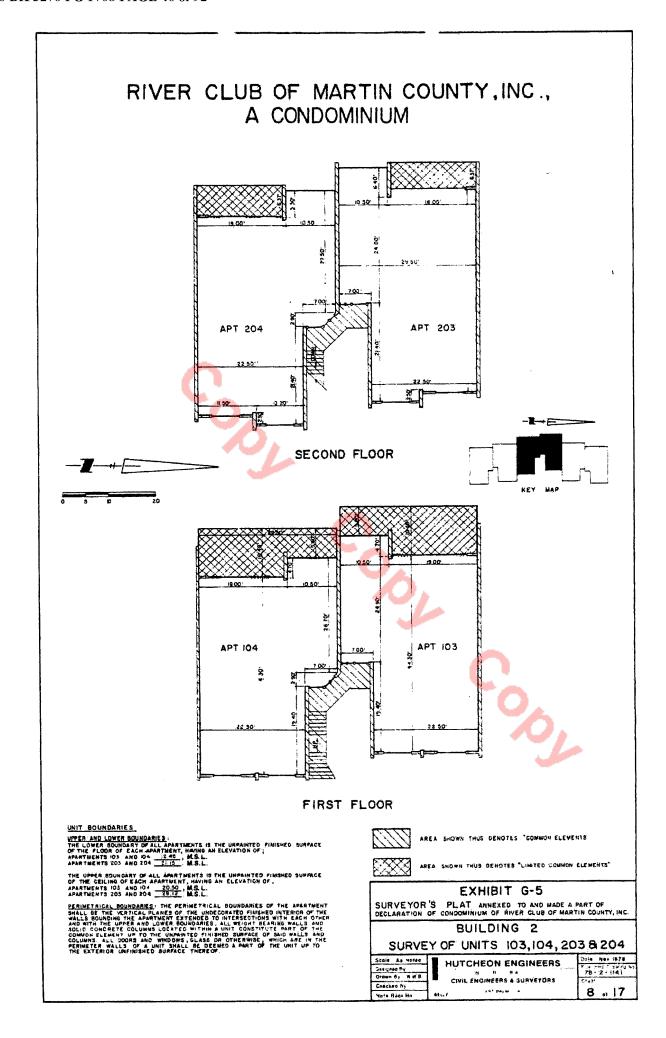


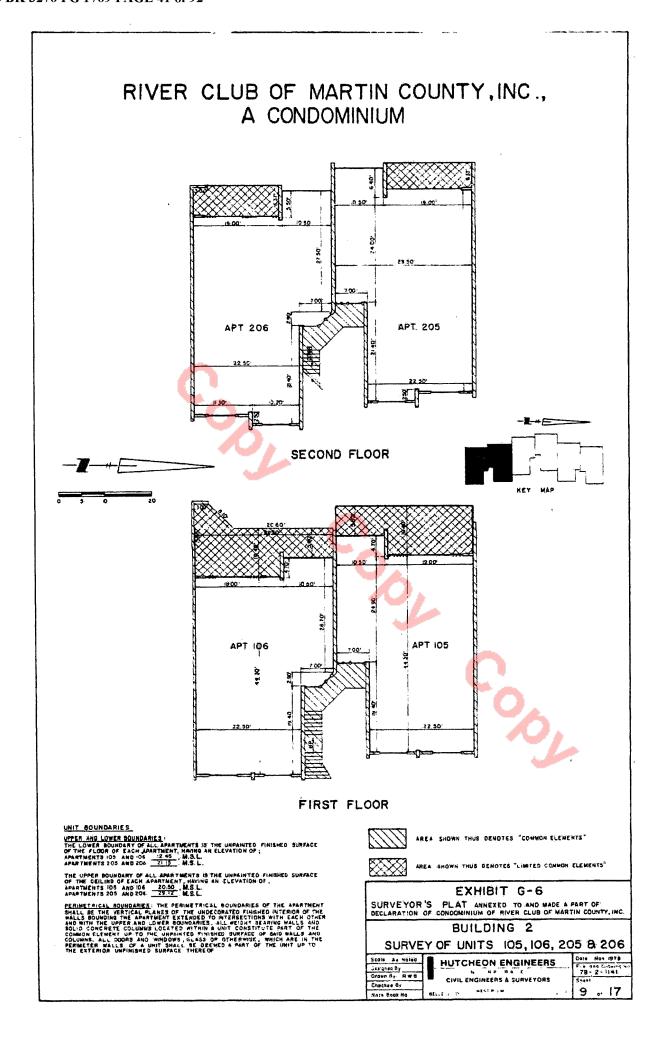
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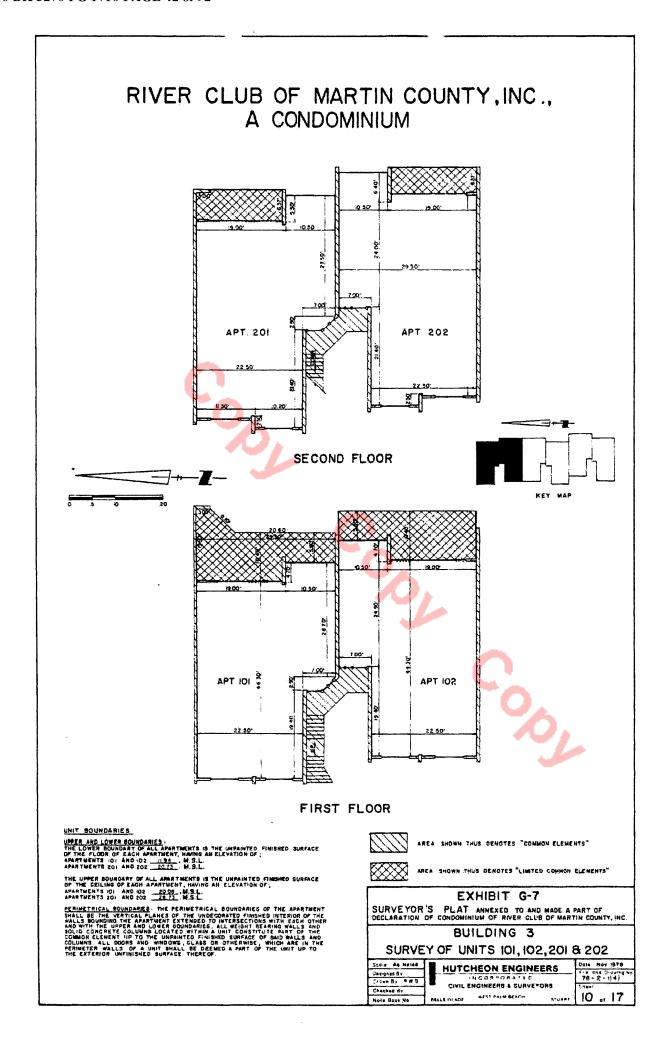
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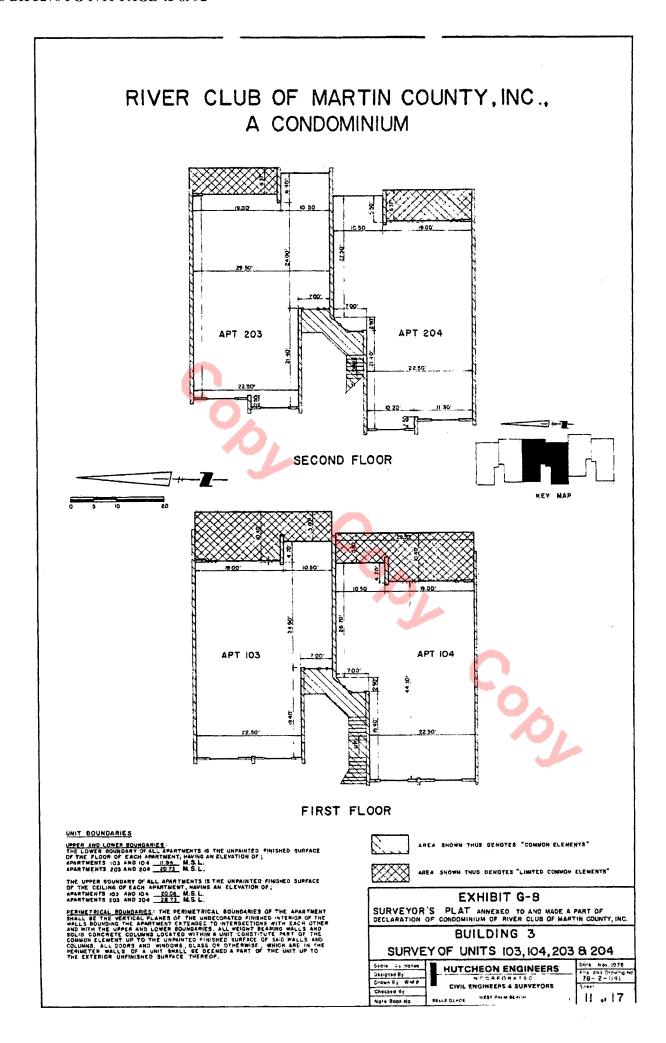
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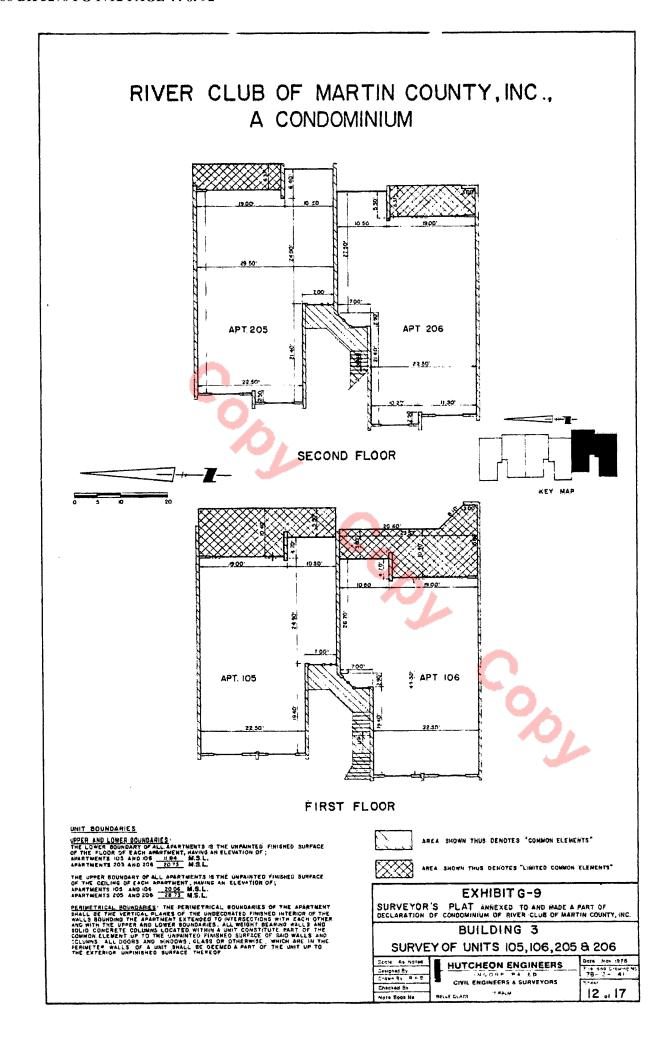




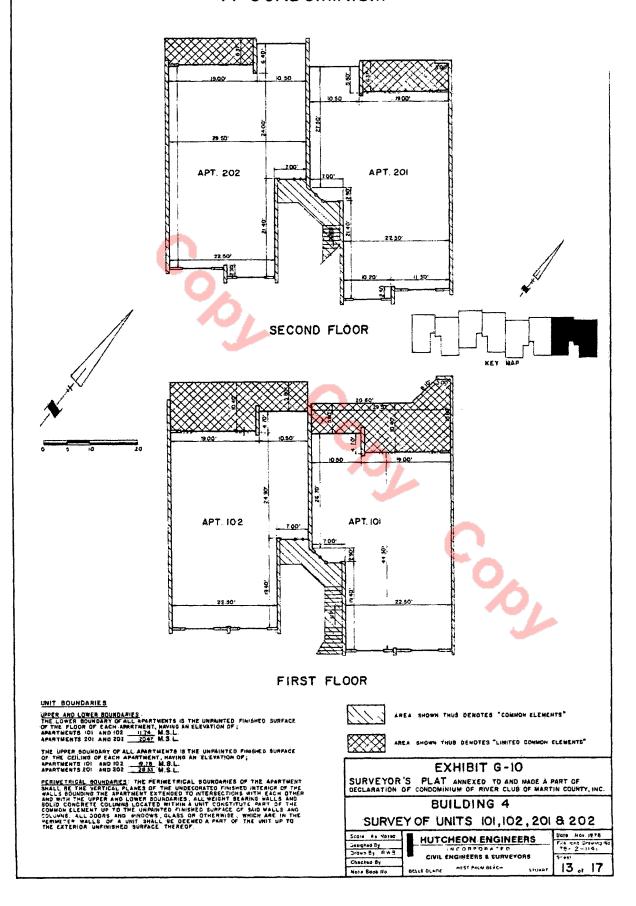


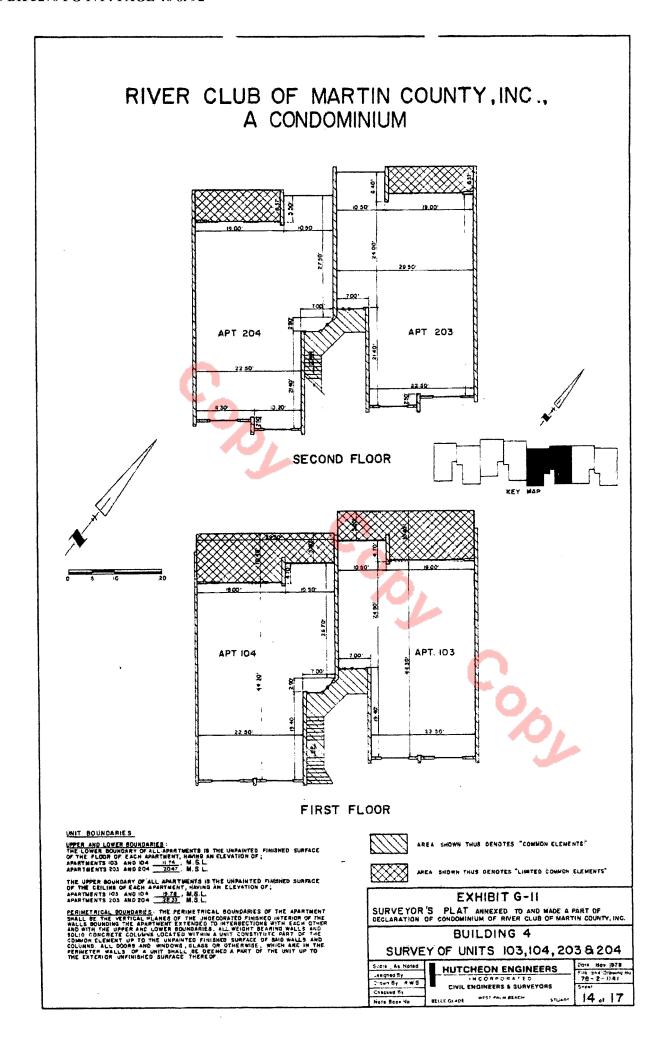


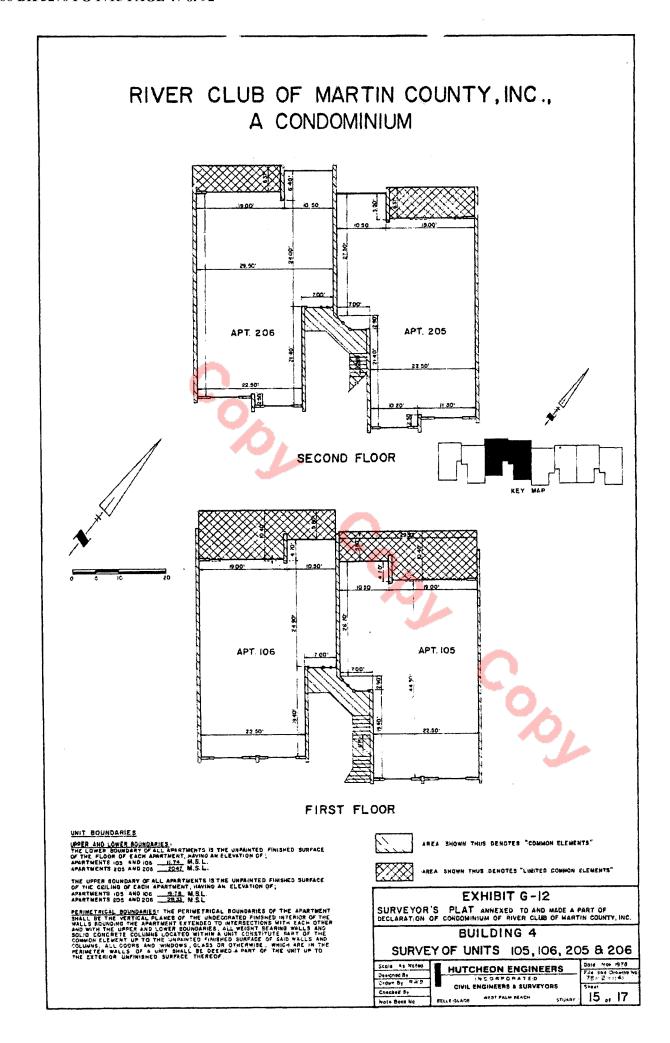


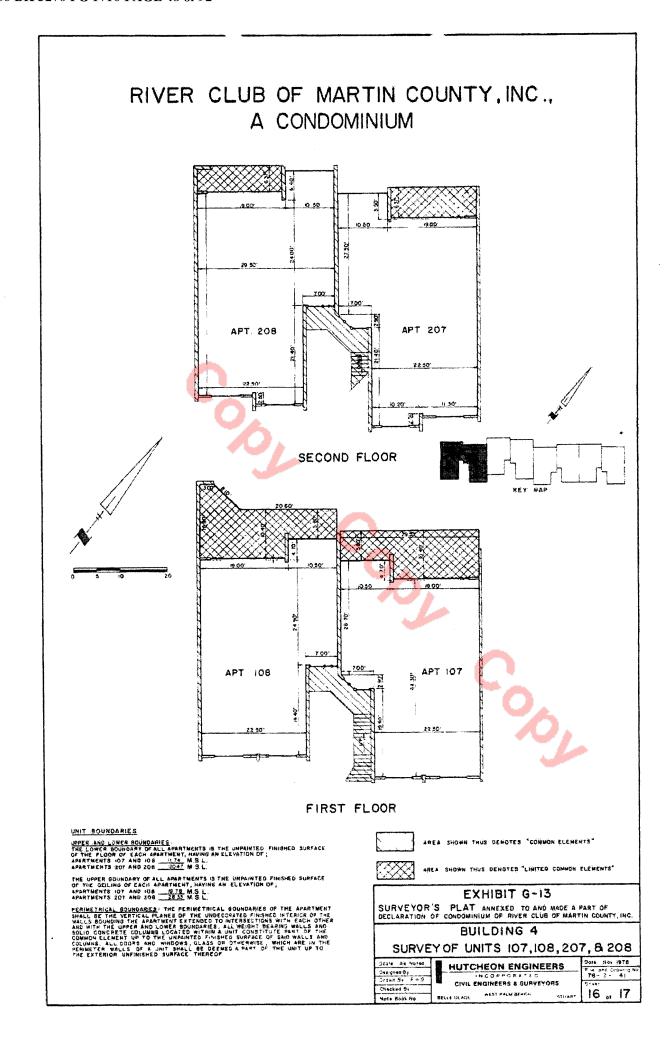


RIVER CLUB OF MARTIN COUNTY, INC., A CONDOMINIUM









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EXHIBIT H

SURVEYOR'S PLAT ANNEXED TO AND WADE A PART OF DECLARATION OF CONDOMINIUM OF RIVER CLUB OF MARTIN COUNTY, INC.

TYPICAL DETAIL OF UNIT BOUNDARIES OF APARTMENTS IN PHASE 2

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toto Goos Ha.	BELLE GLACE WEST PALLS SECT STL NAT	17 4

Declaration Exhibit I

CERTIFICATE OF SURVEYOR

Certificate of Surveyor made this 19th day of December, 1978.

- I, George C. Young, Jr., of Stuart, Martin County, Florida, certify as follows:
- 1. I am a registered land surveyor authorized to practice in the State of Florida.
- 2. This Certificate is made as to PHASE 1 OF RIVER CLUB OF MARTIN COUNTY, a Condominium, located in (Rio) Jensen Beach, Martin County, Florida, and in compliance with Section 718.104(4)(e).
- 3. The construction of the improvements described in the following exhibits to the Declaration of Condominium, to wit:

.t:	
Exhibit No.	Title
σ (Survey of lands submitted to condominium ownership.
E	Site Plan of Phase 1 and 2.
F	Survey of lands in Phase 1 and the specific locations of Buildings 1, 2, 3 and 4 and Clubhouse, swimming pool and paddle tennis courts.
G-1	Building 1; Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202, including elevations.
G-2	Building 1; Plan of First Floor and Second Floor and Apartments 103, 104, 203 and 204, including elevations.
G-3	Building 1; Plan of First Floor and Second Floor and Apartments 105, 106, 205 and 206, including elevations.
G-4	Building 2; Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202, including elevations.
G-5	Building 2; Plan of First Floor and Second Floor and Apartments 103, 104, 203 and 204, including elevations.
G-6	Building 2; Plan of First Floor and Second Floor and Apartments 105, 106, 205 and 206, including elevations.
G-7	Building 3; Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202, including elevations.
G-8	Building 3; Plan of First Floor and Second Floor and Apartments 103, 104, 203 and 204, including elevations.

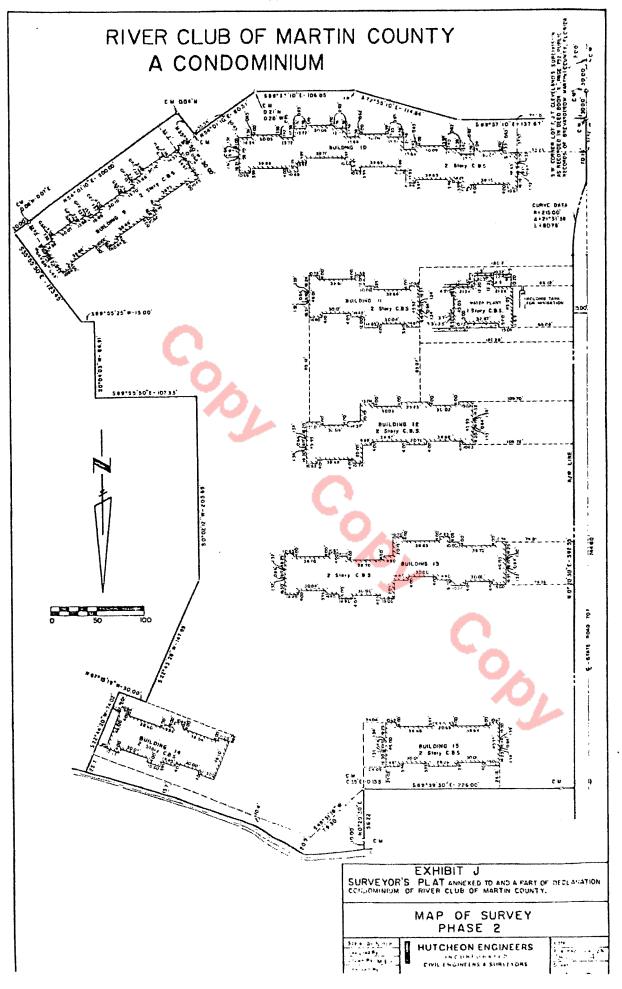
Exhibit I to Declaration of Condominium

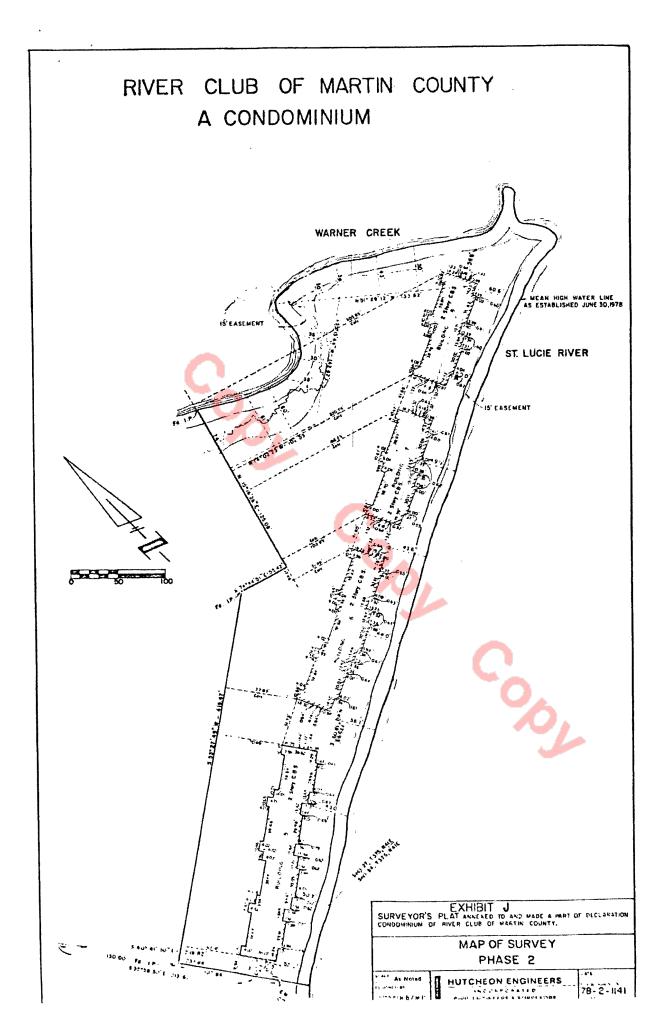
Exhibit No.	<u>Title</u>
G-9	Building 3; Plan of First Floor and Second Floor and Apartments 105, 106, 205 and 206, including elevations.
G-10	Building 4; Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202, including elevations.
G-11	Building 4; Plan of First Floor and Second Floor and Apartments 103, 104, 203 and 204, including elevations.
G-12	Building 4; Plan of Frist Floor and Second Floor and Apartments 105, 106, 205 and 206, including elevations.
G-13	Building 4; Plan of First Floor and Second Floor and Apartments 107, 108, 207 and 208, including elevations.

is substantially complete so that such material, together with the provisions of the Declaration of Condominium describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

GEORGE C/YOUNG, JR/, Registered Land Surveyor, Certificate No. 3036

Declaration Exhibit J





Declaration Exhibit K

CERTIFICATE OF SURVEYOR

Certificate of Surveyor made this 5th day of February, 1980.

- I, GEORGE C. YOUNG, JR., of Stuart, Martin County, Florida, certify as follows:
- 1. I am a registered land surveyor authorized to practice in the State of Florida.
- 2. This Certificate is made as to PHASE 2 of RIVER CLUB OF MARTIN COUNTY, a Condominium, located in (Rio) Jensen Beach, Martin County, Florida, and in compliance with Section 718.104(4)(e), Florida Statutes.
- 3. The construction of the improvements described in the following Exhibits to the Second Amendment to the Declaration of Condominium, to wit:

C-2 Legal description of lands submitted to Condominium ownership, PHASE 2 J Survey of lands included in PHASE 2 including survey of Buildings 5 through 15 L-1 Building 5, Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202 including elevations. L-2 Building 5, Plan of First Floor and Second Floor and Apartments 103, 104, 203 and 204 including elevations. L-3 Building 5, Plan of First Floor and Second Floor and Apartments 105, 106, 205 and 206 including elevations. L-4 Building 5, Plan of First Floor and Second Floor and Apartments 107, 108, 207 and 208 including elevations. L-5 Building 6, Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202 including elevations. Building 6, Plan of First Floor and Second Floor and Apartments 103, 104, 203 and 204 including elevations. Building 6, Plan of First Floor and Second Floor and Apartments 105, 106, 205 and 206 including elevations. Building 7, Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202 including elevations. Building 7, Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202 including elevations. Building 7, Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202 including elevations. Building 7, Plan of First Floor and Second Floor and Apartments 101, 102, 201 and 202 including elevations. Building 7, Plan of First Floor and Second Floor and Apartments 103, 104, 203 and 204		
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L-10	Building 8, Plan of First Floor and	Second
	Floor and Apartments 101, 102, 201	and 202
	including elevations.	
L-11	Building 8, Plan of First Floor and	l Second
	Floor and Apartments 103, 104, 203	3 and 204
	including elevations.	
к	Certificate of Surveyor	

is substantially complete so that such material, together with the provisions of the Declaration of Condominium describing the Condominium property, as recorded in Official Records Book 463, page 607, and the Certificate of Amendment thereto as recorded in Official Records Book 465, page 1428 through 1433, public records of Martin County, Florida, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements and of each unit can be determined from these materials. All planned improvements, including but not limited to landscaping, utility services and access to the unit, and common element facilities, serving the building in which the units to be conveyed are located have been substantially completed.

George (. Young, Jr.) 2.5.8
Registered Land Surveyor

Registered Land Sunveyor Certificate No. 3036

Coo.

CERTIFICATE OF SURVEYOR

Exhibit K2

Certificate of Surveyor made this/6 day of June, 1980.

- I, GEORGE C. YOUNG, JR., of Stuart, Martin County, Plorida, certify as follows:
- 1. I am a registered land surveyor authorized to practice in the State of Florida.
- 2. This Certificate is made as to PHASE 2 of RIVER CLUB OF MARTIN COUNTY, a Condominium, located in (Rio) Jensen Beach, Martin County, Florida, and in compliance with Section 718.104 (4) (e), Florida Statutes.
- 3. The construction of the improvements described in the following Exhibits to the Fourth Amendment to the Declaration of Condominium, to wit:

Exhibit Number	Title
L-22	Building 12, Plan of First Floor and Second Floor and Apartments 101, 102, 201, and 202, including elevation
L-23	Building 12, Plan of First Floor and Second Floor and Apartments 103, 104, 203, and 204, including elevation
L-24	Building 12, Plan of First Ploor and Second Floor and Apartments 105, 106, 205, and 206, including elevation
L-25	Building 13, Plan of First Floor and Second Floor and Apartments 101, 102, 201, and 202, including elevation
L-26	Building 13, Plan of First Floor and Second Floor and Apartments 103, 104, 203, and 204, including elevation
L-27	Building 13, Plan of First Floor and Second Floor and Apartments 105, 106, 205, and 206, including elevation
L-28	Building 13, Plan of First Ploor and Second Floor and Apartments 107, 108, 207, and 208, including elevatic
L-29 .	Building 14, Plan of First Floor and Second Floor and Apartments 101, 102, 201, and 202, including elevation
L-30	Building 14, Plan of First Ploor and Second Floor and Apartments 103, 104, 203, and 204, including elevatic
L-31	Building 14, Plan of First Floor and Second Floor and Apartments 105, 106, 205, and 206, including elevatic
L-32	Building 14, Plan of Pirst Ploor and Second Ploor and Apartments 107, 108, 207, and 208, including elevation
L-33	Building 15, Plan of Pirst Ploor and Second Ploor and Apartments 101, 102, 201, and 202, including elevation

For 497 PAGE 2482

Exhibit Number

Title

Building 15, Plan of First Floor and Second Floor and Apartments 103, 104, 203, and 204, including elevation

is substantially complete so that such material, together with the provisions of the Declaration of Condominium describing the Condominium property, as recorded in Official Records Book 463, page 607, and First Certificate of Amendment thereto as recorded in Official Records Book 465, pages 1428 through 1433, and Second Certificate of Amendment thereto as recorded in Official Records Book 488, pages 2364 through 2379, and Third Certificate of Amendment thereto as recorded in Official Records Book 496, pages 130 through 147, public records of Martin County, Florida, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements, limited common elements and of each unit can be determined from these materials. All planned improvements, including but not limited to landscaping, utility services and access to the unit, and common element facilities, serving the building in which the units to be conveyed are located have been substantially completed.

GEORGE C. GOUNG, Jr.
Registered Land Surveyord
Certificate No. 3036

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14

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF RIVER CLUB OF MARTIN COUNTY, INC.

On Motion duly made and adopted by the Board of Directors of RIVER CLUB OF MARTIN COUNTY, INC., a Florida corporation not for profit, the following resolution was adopted:

WHEREAS, Article 13.2 C(1) of the Declaration of Condominium of RIVER CLUB OF MARTIN COUNTY, a Condominium, dated February 5, 1979, and recorded in Official Records Book 463, on pages 607 through 636, public records of Martin County, Florida, provides that the Board of Directors of the Condominium Association must approve an Amendment to the Declaration of Condominium to correct an error in the legal description of land or in surveys of land; and

WHEREAS, the Exhibits to the said Declaration of Condominium failed to include a survey of individual Units in Buildings 12, 13, 14, and 15 as located on said land;

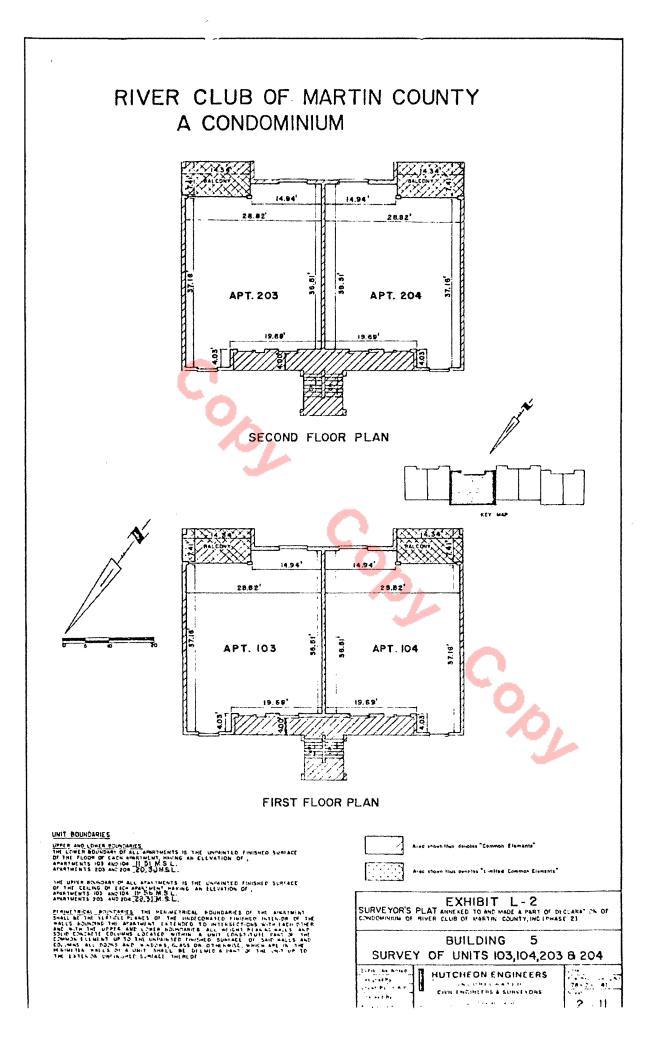
NOW. THEREFORE BE IT RESOLVED:

That the Declaration of Condominium of RIVER CLUB OF MARTIN COUNTY a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 463, at pages 507 through 636, public records of Martin County, Plorida, be, and the same hereby is amended and corrected to read as follows:

- l. By supplementing Exhibit L attached to the Declaration of Condominium of RIVER CLUB OF MARTIN COUNTY, a Condominium, as aforesaid, to reflect the dimensions, boundaries, and elevations of individual Units within Buildings 12, 13, 14, and 15 as is more particularly shown on the attached Exhibits marked Exhibits L-22 through L-34, which are attached hereto and made a part hereof.
- 2. By amending the Certificate of Surveyor, attached to the said Declaration of Condominium, as is more particularly set forth in the Certificate of Surveyor also attached hereto, made a part hereof, and marked Exhibit K-2.

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RIVER CLUB OF MARTIN COUNTY A CONDOMINIUM APT. 201 APT. 202 SECOND FLOOR PLAN APT. 101 APT. 102 FIRST FLOOR PLAN Avec sman this conclus "Limited Common Clements" EXHIBIT L-I SURVEYOR'S PLAT ANNEXED TO AND MADE A PART OF DECLARATION OF CONDOMINEUM OF RIVER CLUB OF MARTIN COUNTY, INC (PHASE 2) BUILDING 5 SURVEY OF UNITS 101,102,201 8 202 HUTCHEON ENGINEERS TING ENGINEERS & FURVEYORS



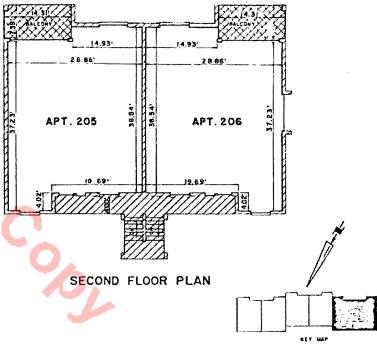
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RIVER CLUB OF MARTIN COUNTY A CONDOMINIUM APT. 207 APT, 208 SECOND FLOOR PLAN **APT. 107 APT. 108** FIRST FLOOR PLAN UNIT BOUNDARIES EXHIBIT L-4 SURVEYOR'S PLAT ANNEXED TO AND MADE A PART OF DECLARATION OF CONDOMINUM OF RIVER CLUB OF MARTIN COUNTY, INC (PHASE 2) BUILDING SURVEY OF UNITS 107,108,207 & 208

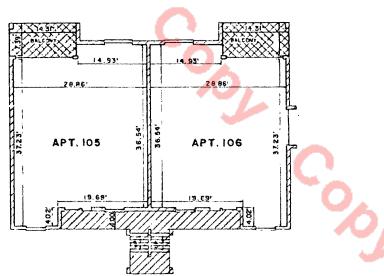
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EXHIBIT L-7

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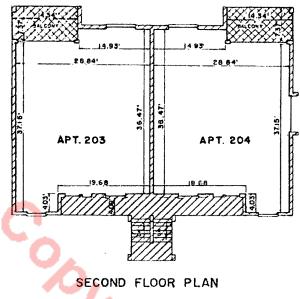
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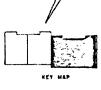


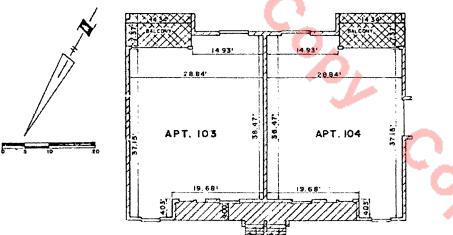
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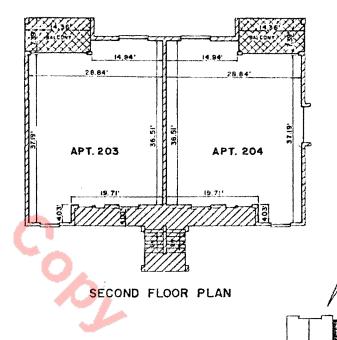
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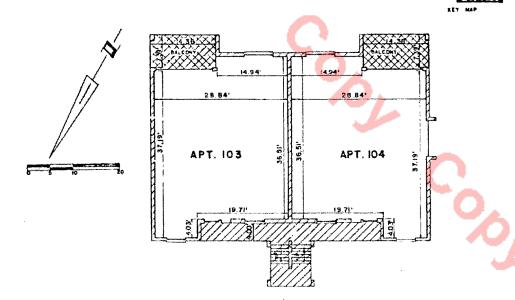
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RIVER CLUB OF MARTIN COUNTY A CONDOMINIUM





FIRST FLOOR PLAN



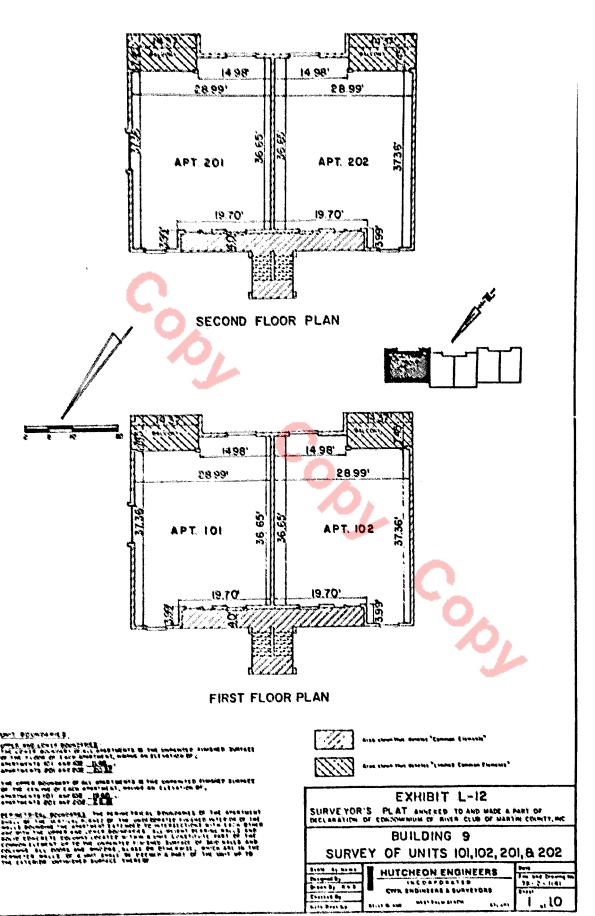


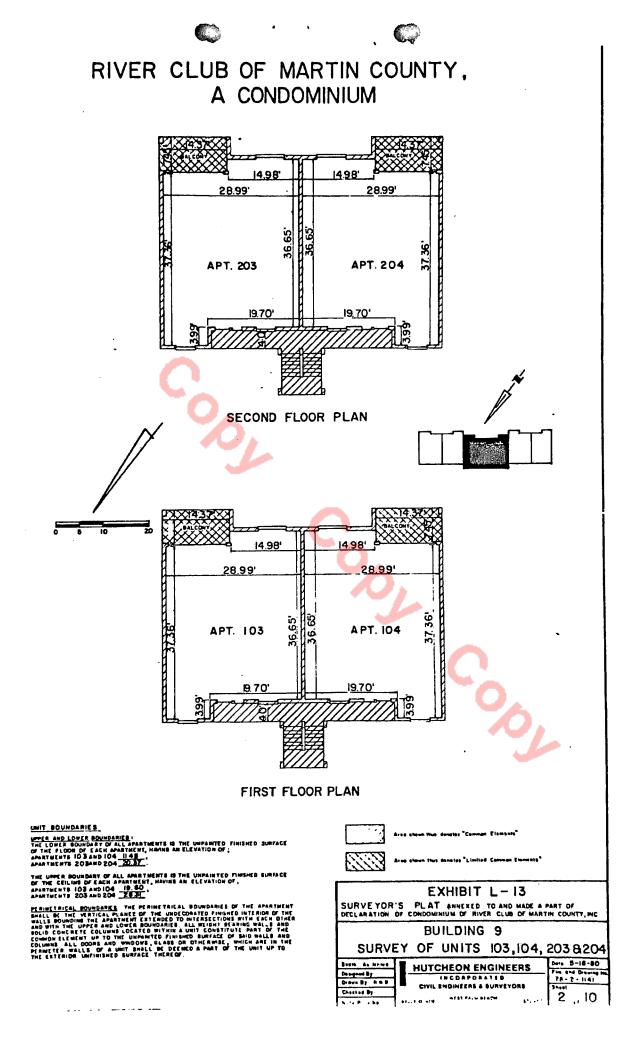
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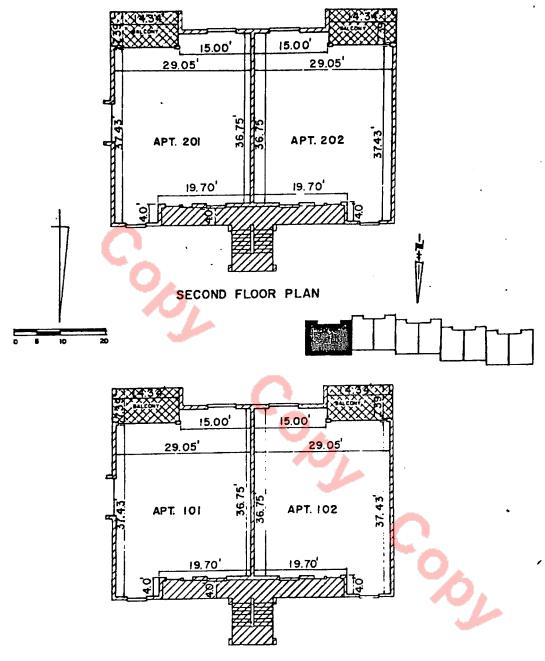




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FIRST FLOOR PLAN

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EXHIBIT L-15

SURVEYOR'S PLAT ANNEXED TO AND MADE A PART OF DECLARATION OF CONDOMINUM OF RIVER CLUB OF MARTIN COUNTY, INC.

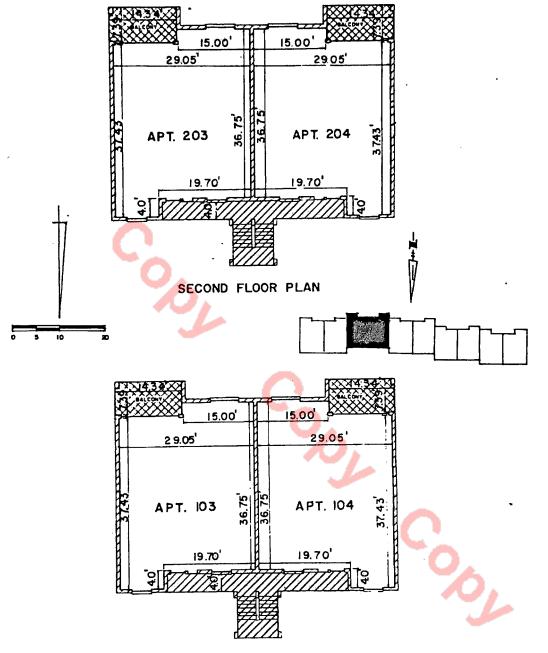
BUILDING 10

SURVEY OF UNITS 101,102,201 8202

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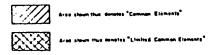


EXHIBIT L-16

SURVE YOR'S PLAT ANNEXED TO AND MADE A PART OF DECLARATION OF CONDOMINUM OF RIVER CLUB OF MARTIN COUNTY, INC.

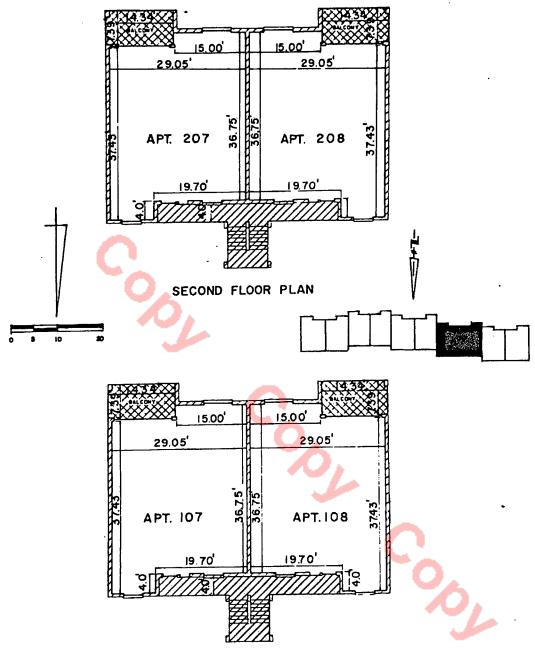
BUILDING 10

SURVEY OF UNITS 103,104,203 8 204

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EXHIBIT L-18

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BUILDING 10

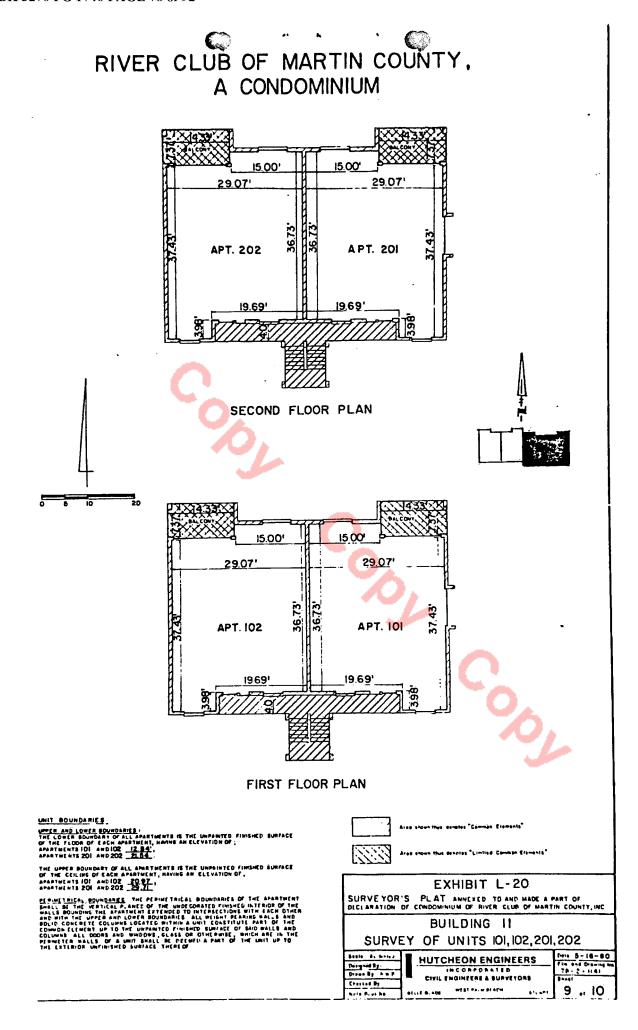
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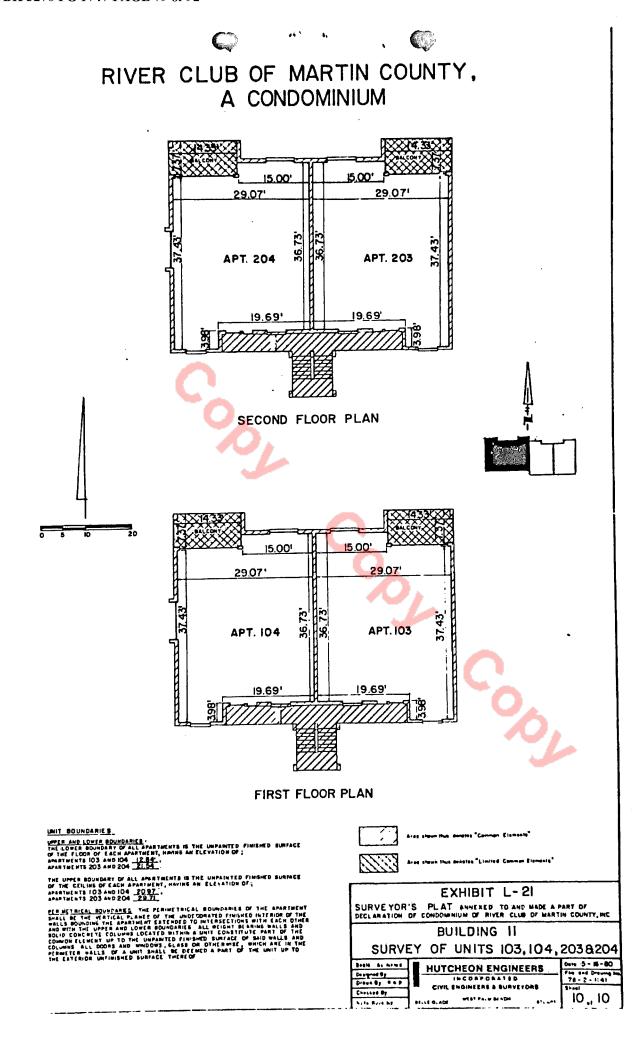
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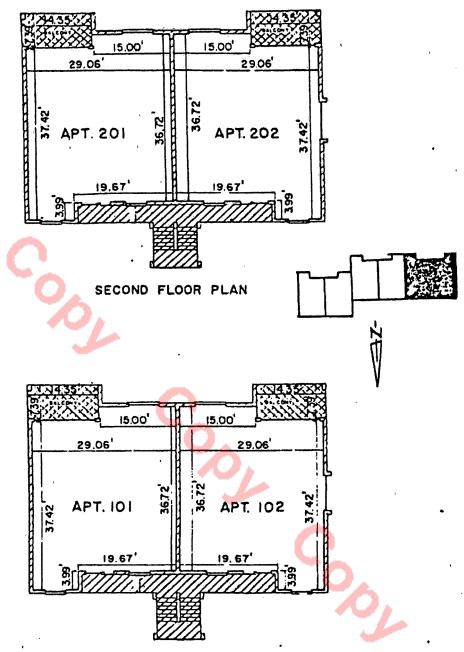
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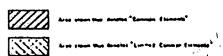




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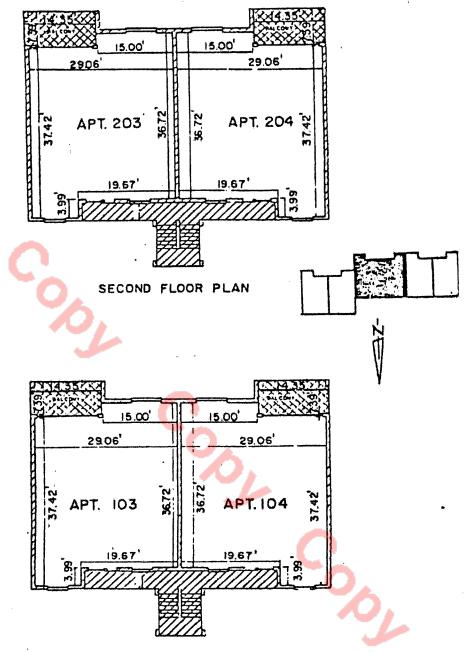
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BUILDING 12

SURVEY OF UNITS 101,102,201 B 20

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FIRST FLOOR PLAN

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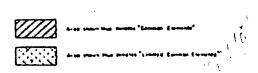
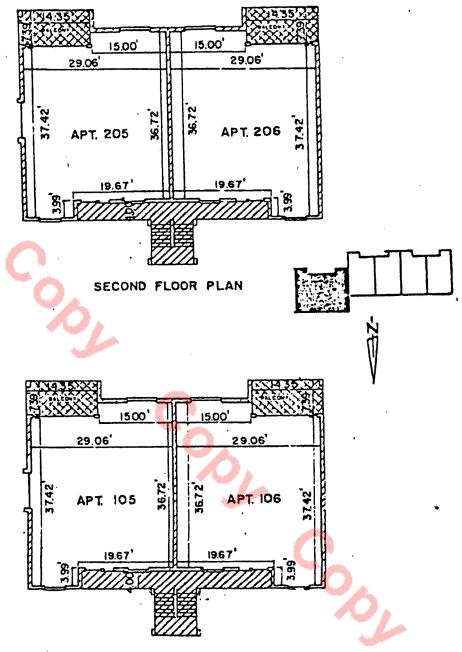


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SURVEY OF UNITS 103,104,203 & 2



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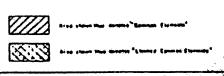


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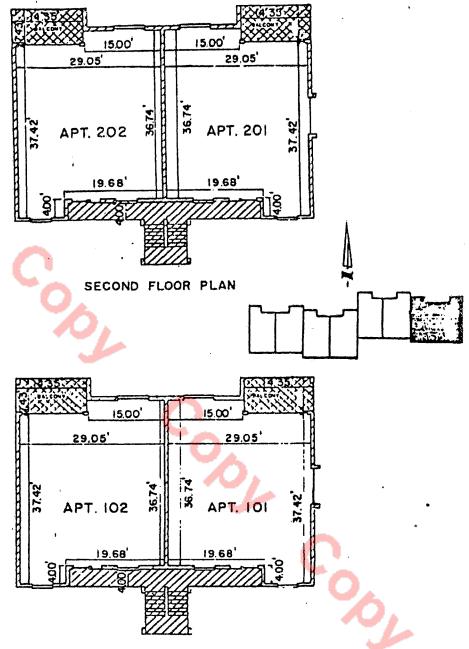
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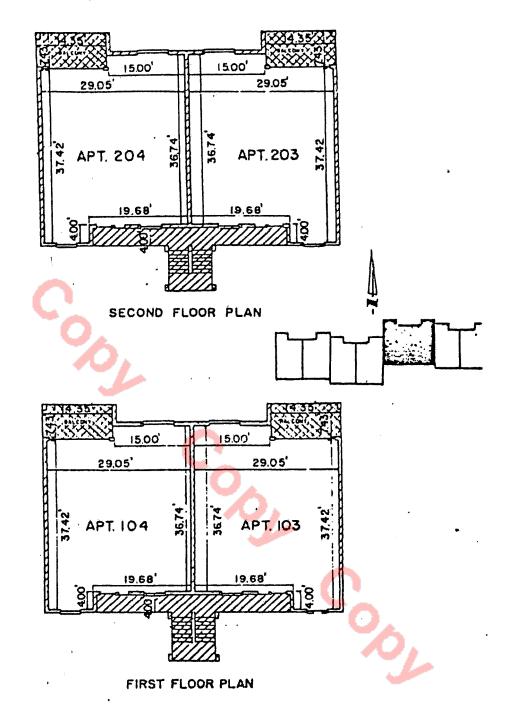
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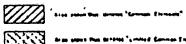


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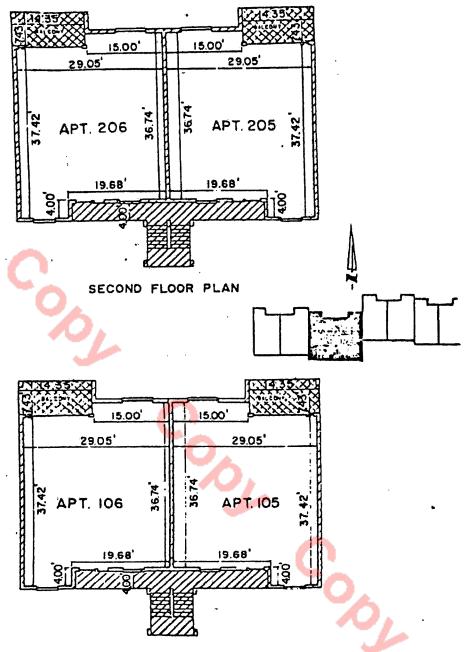
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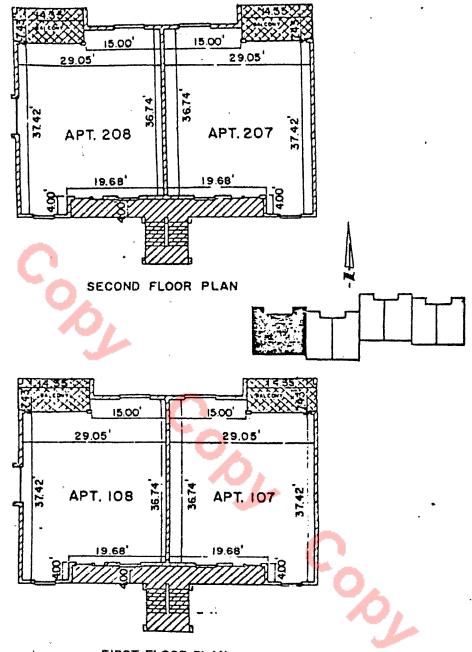
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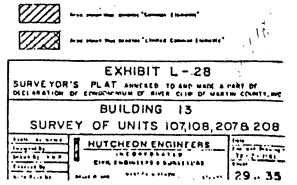
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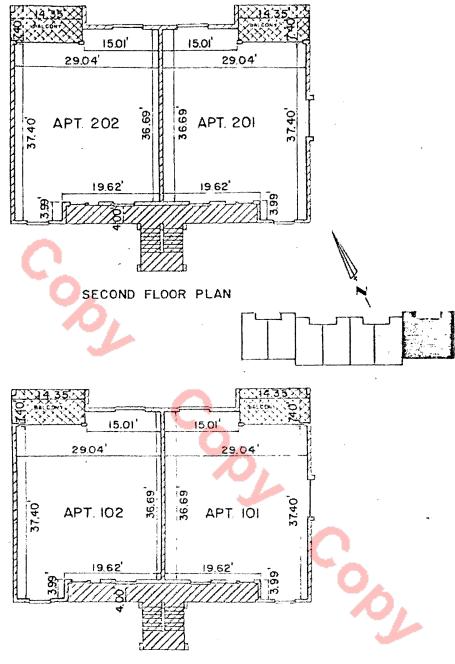
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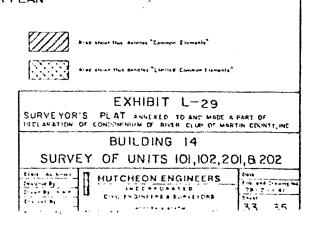
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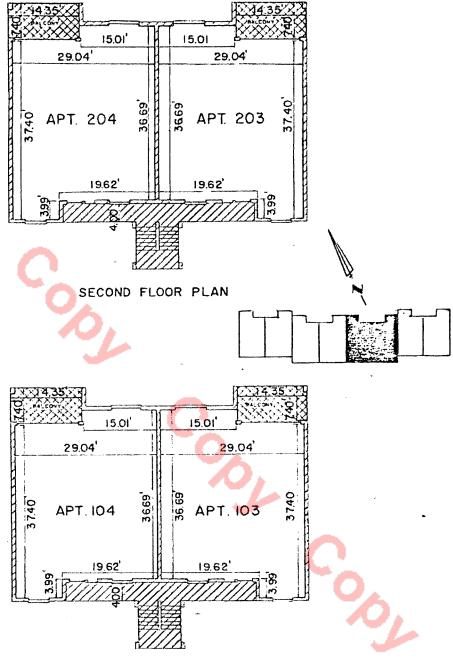
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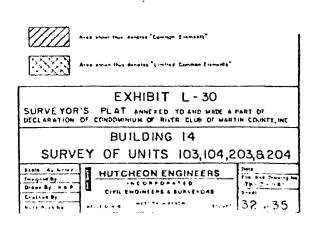
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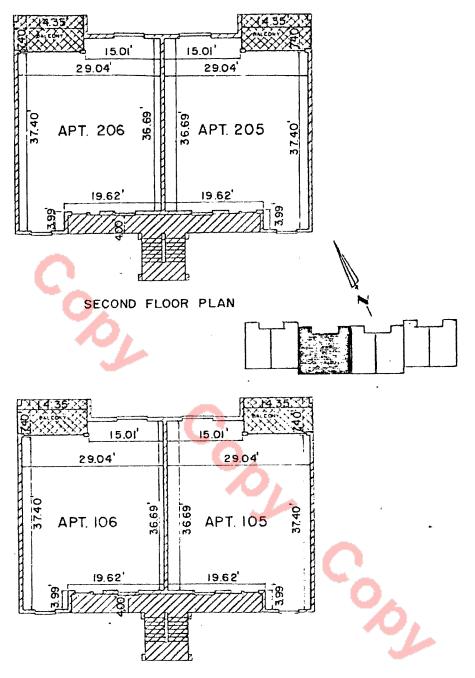
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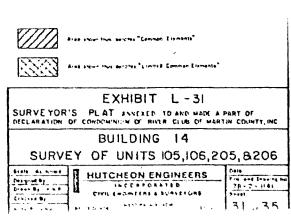


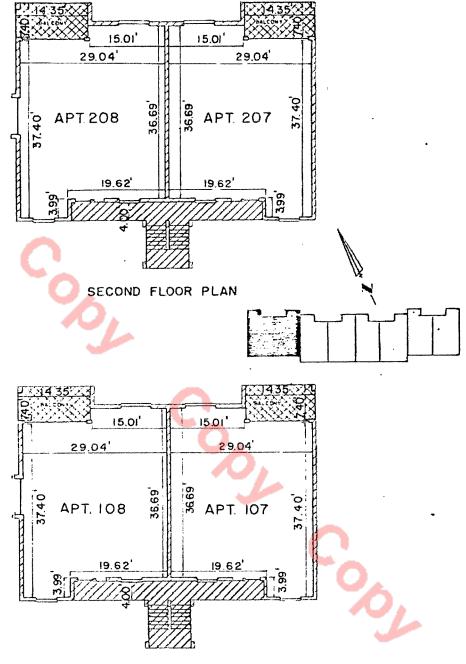
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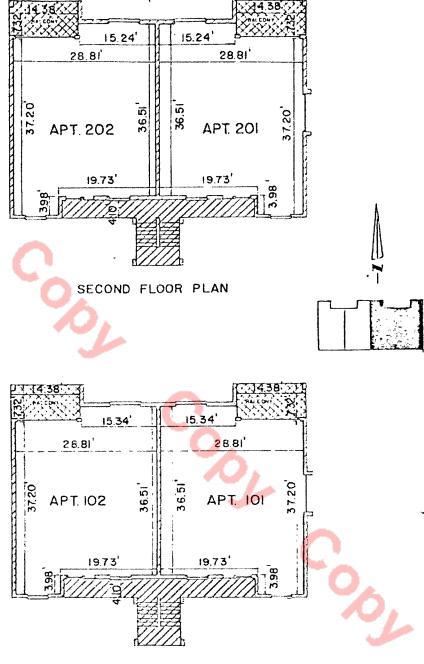
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EXHIBIT L-32 SURVEYOR'S PLAT ANNEXED TO AND MADE A PART OF DECLARATION OF CONDOMINIUM OF RIVER GLUB OF MARTIN COUNTY, INC.

BUILDING 14





FIRST FLOOR PLAN

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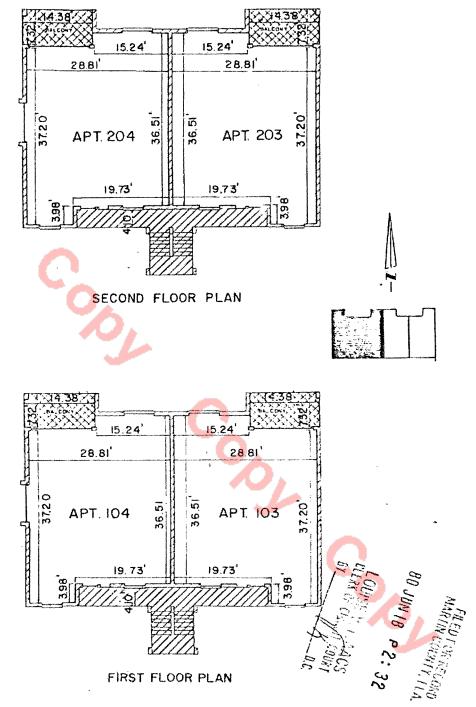
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BUILDING 15

SURVEY OF UNITS 101,102,201,8 202



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EXHIBIT L- 34

SURVE YOR'S PLAT ANNEXED TO AND MADE A PORT OF DECLARATION OF CONTOMINIUM OF RIVER CLUB DE MARTIN COUNTY, INC.

BUILDING 15

SURVEY OF UNITS 103,104,203,8204

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