

DECLARATION OF CONDOMINIUM
OF
RIVERSIDE LANDING, A CONDOMINIUM



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Developers:

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DECLARATION OF CONDOMINIUM
OF
RIVERSIDE LANDING, A CONDOMINIUM

Riverside Landing Development Corporation ("Developer") hereby declares and establishes this Declaration of Condominium ("Declaration") as and for the plan of condominium ownership for RIVERSIDE LANDING, a Condominium ("Condominium"), being the property and improvements hereafter described.

All the restrictions, reservations, covenants, provisions, conditions and easements contained herein shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, shall be binding upon the Developer, its successors and assigns and all persons, jointly and severally, subsequently owning property in the Condominium and shall inure to and bind the respective heirs, personal representatives, successors and assigns of such persons. In consideration of acceptance of a conveyance, grant, devise, lease or mortgage, all such grantees, devisees, lessees, mortgagees and purchasers at any sale upon foreclosure, and all parties claiming by, through or under such persons, agree to be bound by and subject to the provisions hereof. Both the burdens imposed and the benefits shall run with each Unit, as hereinafter defined, located in the Condominium.

I

ESTABLISHMENT OF CONDOMINIUM

Developer is the owner and holder of the fee simple title to that certain property (hereinafter "Property") situated in the County of Brevard, State of Florida, which is more particularly described as follows, to-wit:

(SEE LEGAL DESCRIPTION OF PROPERTY, SET FORTH ON SHEET 8 OF EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF)

Developer does hereby submit the Property, together with all improvements located or to be located thereon and therein, to condominium ownership and hereby declares the same to be a residential condominium known and identified as "RIVERSIDE LANDING, a Condominium".



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II

DEFINITIONS

The terms used in this Declaration and in all exhibits thereto shall have the same meaning as stated in Chapter 718, Fla. Stat., as amended (hereinafter "Condominium Act"), unless other definitions are specifically set forth:

- A) "Articles" shall mean the Articles of Incorporation of Riverside Landing Condominium Association, Inc., a true copy of which is attached hereto as Exhibit "B" and by reference made a part hereof.
- B) "Association" shall mean Riverside Landing Condominium Association, Inc.
- C) "Board" shall mean of the Board of Directors of the Association.
- D) "Bylaws" shall mean the Bylaws of the Association, a true copy of which is attached hereto as Exhibit "C" and by reference made a part hereof.
- E) "Common Expenses" shall mean the expenses of the operation, maintenance, repair or replacement of the common elements, as hereinafter defined; costs of carrying out the powers and duties of the Association; and any other expenses designated as Common Expenses by the Condominium Act, this Declaration or the Bylaws.
- F) "Common Elements" shall mean all of the real property, improvements and facilities of the Condominium other than the Units and shall include easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishings for utility and other services to Units and Common Elements, and easements of support in every portion of a Unit which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the Unit Owners, as hereinafter defined.
- G) "Common Surplus" shall mean the amount of all receipts or revenues, including assessments, rents, or profits, collected by a condominium association which exceed Common Expenses.
- H) "Institutional Lender" shall mean any holder, insurer or guarantor of a first mortgage secured by any Unit, other than natural persons.
- I) "Limited Common Elements" shall mean that portion of the Common Elements, if any, the use of which has been reserved to a certain Unit or Units to the exclusion of all other Units, as designated herein and on Exhibit "A". Where the context allows, any reference to Common



Elements contained in this Declaration shall be construed to include Limited Common Elements.

J) "Unit" shall mean a private dwelling in the Condominium and which is subject to exclusive ownership, as delineated in Article III below.

K) "Unit Owner" shall mean an owner of a Unit in the Condominium.

L) "Regulations" or "Rules and Regulations" shall mean and comprise those rules and regulations respecting the use of Units, Common Elements or Limited Common Elements, which have been adopted by the Board, from time to time.

Whenever the context so permits, the use of the plural herein shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

III

SURVEY AND DESCRIPTION OF IMPROVEMENTS; UNIT BOUNDARIES

Exhibit "A", attached hereto and by reference made a part hereof, is a survey of the Property and floor plans and plot plans of the improvements constituting the Condominium, identifying the Common Elements, Limited Common Elements and Units, and showing their respective locations and approximate dimensions. Units shall be identified by their specific numerical designation in Exhibit "A", and no Unit shall bear the same designation as any other Unit. The perimetrical boundaries of a Unit shall be the planes of the undecorated, unfinished, interior surfaces of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries of said Unit. The upper boundary of said Unit shall be the horizontal plane of the undecorated, unfinished ceiling. The lower boundary of said Unit shall be the horizontal plane of the undecorated, unfinished floor. The Developer reserves the right to make minor physical modifications to units and common elements including modifications necessary to vent fireplaces should the same be installed.

IV

AVAILABILITY OF ASSOCIATION RECORDS

The Association shall make available to all Unit Owners and to any Institutional Lender current copies of this Declaration, the Articles, Bylaws and Regulations, if any, and the books, records, insurance policies and financial statements of the Association. Said documents and records shall be made available for inspection upon request during normal business hours. Any institutional mortgagee shall be entitled, upon written request, to a copy of the Associations' financial statement



for the immediately preceding fiscal year.

V

**APPURTENANT INTEREST IN COMMON
ELEMENTS AND COMMON SURPLUS; SHARE OF COMMON EXPENSES**

A) There shall be appurtenant to each Unit a one-thirteenth (1/13) interest in the Common Elements and Common Surplus.

B) The Common Expenses shall be shared in the same proportion (1/13) as each Unit Owner's interest in the Common Elements and Common Surplus.

VI

**RESTRICTION AGAINST FURTHER SUBDIVISION OF UNITS;
SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS, ETC.**

No Unit may be divided or subdivided into more than one Unit, nor shall any Unit or portion be added to or incorporated into any other Unit. The undivided interest in the Common Elements declared to be appurtenant to each Unit shall not be conveyed, devised or encumbered separately from said Unit and the undivided interest in Common Elements appurtenant to each Unit shall be deemed conveyed, devised or encumbered with the Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising or encumbering such Unit. Any conveyance, mortgage or other instrument which purports to effect the conveyance, devise or encumbrance of, or which purports to grant any right, interest or lien in, to or upon a Unit, shall be null, void and of no effect insofar as the same purports to effect any interest in a Unit and its appurtenant undivided interest in Common Elements, unless the same purports to convey, devise or encumber the entire Unit. Any instrument conveying, devising or encumbering any Unit, whether by the numerical designation assigned thereto in Exhibit "A" or by legal description, shall, without limitation or exception, be deemed and construed to affect the entire Unit and its description in any instrument conveying, devising or encumbering any Unit and describing the Unit by its numerical designation and identifying this Declaration shall be deemed to include any and all properly-recorded amendments to this Declaration, the Articles and Bylaws and it shall not be necessary for such description to refer specifically or generally to any such amendment or amendments. Nothing contained herein shall be construed as limited or preventing ownership of any Unit and its appurtenant undivided interest in the Common Elements by more than one person or entity as tenants in common, joint tenants or tenants by the entirety.

**VII****PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS**

The Common Elements shall be and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all Unit Owners for their use and the use of their tenants, licensees and invitees for all proper and normal purposes, including ingress and egress, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding any provision in this Article, the Board shall have the right to establish regulations concerning the use of Units, Common Elements and Limited Common Elements.

VIII**EASEMENT FOR UNINTENTIONAL AND
NON-NEGLIGENT ENCROACHMENTS**

In the event any Unit shall encroach upon any part of the Common Elements for any reason not caused by the purposeful or negligent act of any Unit Owner or any agent of a Unit Owner, then an easement shall exist for the continuance of such encroachment upon the Common Elements by such Unit for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

IX**RESTRAINT UPON SEPARATION AND PARTITION
OF COMMON ELEMENTS**

Recognizing that the proper use of a Unit by any Unit Owner is dependent upon the use and enjoyment of the Common Elements in common with all Unit Owners and that it is in the interest of all Unit Owners that the ownership of the Common Elements be retained in common by said Unit Owners, it is declared that any appurtenant undivided interest in the Common Elements shall remain undivided and no Unit Owner shall bring or have any right to bring any action for partition or division, unless the condominium regime is terminated as provided hereinbelow.

X**EASEMENT FOR AIR SPACE**

Each Unit Owner shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and as said Unit may lawfully be altered or reconstructed



from time to time, which easement shall be terminated automatically in any air space which is vacated by the Unit from time to time.

XI

ADMINISTRATION OF THE CONDOMINIUM BY THE ASSOCIATION; VOTING AND MEMBERSHIP

The Association has been organized to provide efficiently and effectively for the maintenance, management and operation of the Condominium. The Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto, in accordance with the terms of its Articles and Bylaws. Every Unit Owner shall automatically become a member of the Association upon acquisition of an ownership interest in a Unit; interest in a Unit and the membership of any Unit Owner shall terminate automatically upon such Unit Owner's divestiture of such fee ownership interest in such Unit, regardless of the means by which such fee ownership may be divested, except that nothing herein shall be construed as terminating the membership of any party who may own two or more Units, so long as such party shall retain a fee ownership interest in any Unit. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, simply by virtue of such lien, mortgage or other encumbrance, to membership in the Association. On all matters upon which the Unit Owners shall be entitled to vote, the voting rights of such Unit Owners shall be determined and exercised in the manner provided in the Articles and Bylaws. However, notwithstanding anything to the contrary provided herein or in the Bylaws, during the time any Unit is owned by the Association, the Association shall not be entitled to cast the vote of said Unit.

When Unit Owners other than the Developer own 15 percent or more of the units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

- (a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all the Units that will be operated ultimately by the Association have been



completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration.

The Developer is entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the units in the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for the purposes of reacquiring control of the Association or selecting the majority members of the Board.

The foregoing provisions shall control over any inconsistent provisions in this Declaration or its exhibits.

XII

CONDOMINIUM USE RESTRICTIONS

All Unit Owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles or the Bylaws, shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to such owners, and to their tenants, invitees and licensees:

A) No Unit shall be used for any purpose other than as and for a single family residence.

B) Except as otherwise provided herein, no person shall cause or allow any signs or advertising of any nature to be posted or affixed to any of the Common Elements or the exterior of any Unit, or in any window or other place visible from the exterior of a Unit, except as approved by a majority of the Board, which shall regulate same to achieve consistency and maintain the appearance of the Condominium.

C) No person shall in any way deface or mar or make any alteration, repair, replacement or change, in or to the Common Elements or Limited Common Elements, except as permitted in writing by the Board.

D) Except as otherwise provided herein, all Common Elements shall be kept free for their intended use by the Unit Owners in common and no Common Elements other than Limited



Common Elements shall be used exclusively by any individual Unit Owners, either on a temporary or permanent basis.

E) With the exception of parking garages and carports designated to a particular Unit by the Developer, parking shall be open to the Unit Owners and their tenants, invitees and licensees. However, no vehicle may park in any place other than designated parking areas at any time, and only vehicles bearing a valid handicap permit may park in handicap parking.

F) All garbage or trash shall be disposed of in the on-site dumpsters or other manner provided by the Board.

G) All persons shall desist from the use of electronic equipment or sources of noise or vibration which may tend to disturb residents of Units in the Condominium.

H) No trucks (other than those of a type, if any, expressly permitted by the Board) or commercial vehicles, or campers, motorhomes, horse trailers or trailers of every other description, recreational vehicles, watercraft, boats, boat or watercraft trailers, or vans (other than noncommercial minivans) shall be permitted to be parked or to be stored at any place on the Common Elements, except within fully-enclosed garages. For purposes of this Section, "commercial" shall mean those vehicles or items which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle, but the presence of commercial-type lettering or graphics shall cause a presumption that the vehicle is a "commercial" vehicle. The prohibitions on parking and storage contained in this Section shall not apply to brief temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services; nor to any vehicles of the Developer or its contractors, subcontractors and agents which are engaged in activity relating to construction, marketing, or maintenance of units.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto the Common Elements, any type of vehicle to determine whether it will be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The



Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this Article, "vehicle" shall also mean campers, watercraft, RV's, boats and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted be conclusive evidence of proper posting.

I) No vehicles shall be stored for extended periods (exceeding 48 hours) on the exterior of the Condominium property.

J) All Owners shall maintain clear of obstruction at least one (1) space in their respective garages for the parking of a motor vehicle. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open. No excessive use of electrical power in the garages shall be permitted.

K) The windows or other exterior glassed areas of any Unit may only be covered with shutters, louvers, blinds, curtains, drapes and other objects specifically designated as window coverings, except that the same may also be used to display signs to the extent permitted by the Board.

L) No more than one (1) domestic pet may be maintained in any Unit. "Domestic pet" shall mean only a domesticated breed of dog having a weight not exceeding thirty-five (35) pounds, or a domesticated breed of cat having a weight not exceeding thirty-five (35) pounds. Any such domestic pet must be registered with the Board at the time it is brought onto the property. Fish in aquariums may also be kept but except as provided herein no other or further animals or pets, whether caged or not, may be maintained in the Condominium. Pet refuse shall not be left on the Common Elements and shall be removed by the owner of the pet.

M) No unit may be leased for any period less than one (1) month. All leases must be in writing and all proposed leases must be submitted to the Board in advance for approval. All owners shall be responsible for any violations of this Declaration by their tenants.

N) No Owner shall make or permit any opening to be made in any exterior wall (except as such opening is initially installed).

O) Nothing shall be done or maintained in or about any Unit which may be or become



an annoyance or nuisance to the neighborhood. Any activity in or about a Unit which interferes with television, cable or radio reception in another Unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

P) Except as may be approved or used by the Developer during construction and/or sales periods, no structure of a temporary character shall be permitted on the common elements at any time or used at any time as a residence, either temporarily or permanently.

Q) No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill.

R) No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including, Owners for any damages, injuries or deaths arising from any violation of this Section.

S) Hurricane shutters may be installed, and installation shall be approved by the Board, if the same are consistent with Board-adopted specifications as to color, style, and other factors deemed relevant by the Board. Otherwise, no object or decoration or alteration or structure or improvement of any nature (including, but not limited to, pools, screen enclosures, patios [or patio extensions], hedges, walls, buildings, fences, landscaping [other than as placed by the Developer], exterior paint or finish, statuary, play objects or structures, awnings, sheds, basketball hoops, mobile or fixed basketball stands or backboards, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting, sidewalk/driveway surfaces or treatments, or other improvements or changes of any kind visible from the exterior of the Unit, whether or not permanently affixed to the land or to other improvements) shall be erected, placed or altered on the exterior of any Unit until a plan showing the location of the alteration or object or structure or improvement shall be approved by the Board, and all necessary governmental permits are obtained. However, the provisions of Section 718.113(4) Fla. Stat. shall prevail with regard to one portable, removable United States flag.

All plans and specifications of any proposed alteration or object or decoration or structure or improvement, including detail of materials and colors, shall be submitted with an application for approval. Conversions of garages or carports to living space or other uses are hereby prohibited,



even though same are not readily apparent from the exteriors of applicable Units. The proposed object or decoration or alteration or structure or improvement of any nature, shall be erected, placed or altered upon the premises only in accordance with the plans so approved and applicable governmental permits and requirements. Refusal of approval by the Board of plans, specifications or plot plans, or any of them, may be based on any ground, including but not limited to purely aesthetic grounds, which in the sole and uncontrolled discretion of the Board is deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the nature or appearance of the landscaping, shall be deemed an alteration requiring approval. The Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Board shall act on submissions to it within forty-five (45) days after receipt of a completed application. An application shall not be deemed "complete" until all documentation regarding the application requested by the Board has been received. Landscaping shall be deemed an "alteration" for purposes hereof.

In the event that any unapproved object or alteration or structure or improvement or landscaping occurs in violation of this Declaration, the Association shall have, inter alia, the right to remove or otherwise remedy the applicable violation in question. The costs of such remedial work shall be payable to the Association on demand and if unpaid shall be collectible as damages, including attorney's fees. The Association shall also have the cumulative right to seek injunctive relief for violations hereof, together with attorney's fees.

The approval of any proposed plan by the Board shall not constitute a warranty or approval as to same and neither the Association nor any member or representative of the Board shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or object or structure or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any object or alteration or structure or improvement, the requesting Owner shall be deemed to have agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the matter for which approval is sought.

The Board may, but shall not be required to, require that any request for its approval be accompanied by the written consent of the Owners of the Units immediately adjoining the Unit



proposed to be altered as described in the request.

T) The Board shall have the power to enact such further rules and regulations as it deems necessary from time to time and the same shall be enforceable as if set forth herein.

U) No clothing, laundry or wash shall be aired or dried on any portion of the condominium property except as otherwise provided in Chapter 164, Fla. Stat.

V) With regard to satellite dish receiving devices, no Owner may place same on any Limited Common Element or Common Element, except as expressly otherwise provided by Federal law or FCC Rule.

W) Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Board. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Common Elements without making the cost of the aforesaid devices prohibitively expensive.

X) The Board of Directors of the Association shall have the right and power (but not obligation) to grant variances from the provisions of this Article for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

Y) Each Unit shall have the use of a Storage Unit located on the ground floor. The Developer shall assign a Storage Unit to each Unit by designating same at or after the time of acquisition of a unit from the Developer. Storage Units may be locked by the owner using same, but the Association shall have no risk of loss as to any flammable dangerous, hazardous or corrosive material is allowed. Storage Units may be reassigned from a Unit Owner to another, provided the Board approves the transfer. The Board may enact additional rules regulating Storage Unit use.

Z) The Developer shall have the right to designate and assign one (1) or more garage or carport spaces to a Unit, at or after the time of acquisition of the Unit from the Developer. The Association shall maintain among its records a registry of such assignments. Once assigned, a garage or carport space shall transfer automatically with the transfer of a Unit; however, the Owners of a Unit to which a garage or carport space is assigned may reassign a garage space to another Unit owner, provided the Board approves the transfer. In that event, the garage or carport space shall

transfer automatically with the Unit to which it is reassigned. At all times each Owner of a garage or carport space shall maintain at least one such space free and available for the vehicular parking by the Owner or resident. The Board may adopt additional rules regulating garage or carport space use.

XIII

RIGHT OF ENTRY INTO UNIT IN EMERGENCIES

The Association shall have an irrevocable right of entry to Units as provided in Section 718.111(5), Fla. Stat. To facilitate this right of entry each Unit Owner, if required by the Board, shall place a functioning door key to the Owner's Unit under the control of the Association.

XIV

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON ELEMENTS

Whenever it is necessary to enter any Unit for the purpose of performing extermination, or for any maintenance, alteration or repair to any portion of the Common Elements, each Unit Owner shall permit duly constituted and authorized agents or employees of the Association or independent contractors engaged by the Board to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable notice to the affected Unit Owner.

XV

ALTERATION AND MODIFICATION OF UNITS

No Unit Owner shall permit to be made any structural or non-structural modification or alteration of a Unit without first obtaining the written consent of the Board, which consent may be withheld in the event that the Board shall determine, in its sole discretion, that such modification or alteration would adversely affect or in any manner endanger the Condominium or any part thereof. The Owner shall pay any costs including engineering certification costs required by the Association regarding review of such proposal. If the modification or alteration desired by a Unit Owner involves the alteration of any permanent interior partition, whether structural or not, the Association may permit such removal only if the proposed alteration or removal is first inspected by a licensed engineer who certifies in writing to the Association that it would in no manner adversely affect the building integrity and will not interfere with provision of utility or other services to any other Unit or common Element. No Unit Owner shall cause or permit any improvements or change to be made on or to the exterior of the Condominium, including painting or other decoration, or the installation



of electrical wiring, machines or air conditioning Units which may protrude through the walls or roof of the Condominium, or in any manner change the appearance of any external portion of the building, without first obtaining the written consent of the Board as described herein, which may be withheld on any grounds including but not limited to solely aesthetic grounds.

XVI

NOTICE TO INSTITUTIONAL LENDERS

Upon written request to the Association, stating the name and address of the Institutional lender and the Unit number or address, any Institutional Lender will be entitled to timely written notice of:

- A) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage.
- B) Any 60-day delinquency in the payment of assessments owed by the person or persons owning any Unit on which the inquiring party holds a mortgage.
- C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

XVII

MAINTENANCE AND REPAIR BY UNIT OWNERS

Every Unit Owner must perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Common Elements or another Unit, and any Unit Owner failing to do so shall be responsible for any damages and liability which his failure to maintain or repair may engender. Each Unit Owner shall bear the responsibility for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment and associated compressors, ducts, lines, chases, and the like which service solely the Owner's Unit. Such Unit Owner shall further be responsible and liable for the maintenance, repair, and replacement of the surface of all patios, porches and balconies designated Limited Common Elements, and all fixtures located thereon or therein, and of utility fixtures within the Unit and of any and all walls, ceilings and floors, painting, furnishings, equipment and any other property within the Unit. The Unit Owner shall also be responsible for the maintenance, repair, and replacement of all windows, doors, locks and hinges, and screens serving the Owner's Unit, and must utilize colors and materials approved by the Board; however no such repair or replacement shall in any way alter the exterior



appearance of the Condominium without the prior written consent of the Board, which consent may be refused on solely aesthetic grounds. Whenever the maintenance, repair and replacement of any items which the Unit Owner is obligated to maintain, replace or repair at the Owner's expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement to the extent of such coverage; provided, however, that no insurer of the Condominium shall have the right of subrogation against any Unit Owner. The Association shall have the right to recover the cost of any repairs or other unusual expense required for the maintenance of Common Elements, when occasioned by the act or omission of the Unit Owner or the Owner's tenants, invitees or licensees.

XVIII

MAINTENANCE AND REPAIR OF COMMON ELEMENTS BY THE ASSOCIATION

Except as otherwise provided herein the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all drives, garages and carports, whether Limited Common Elements or not, and all of the Common Elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities (other than air conditioning and heating equipment as provided above) located in the Common Elements for furnishing of utility and other services to the Units and said Common Elements; and, should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Elements, the Association shall repair such incidental damage at its expense.

XIX

PERSONAL LIABILITY, UNIT OWNERS' RISK OF LOSS AND SEPARATE INSURANCE COVERAGE, ETC.

A Unit Owner may, at his own expense, obtain insurance coverage for loss of or damage to any part of his Unit, including wall coverings, furnishings, equipment or other property belonging to such Unit Owner, at his own expense and option, obtain insurance coverage for personal liability for injury to the person or property of another occurring within such Unit Owner's Unit or upon the Common Elements. Risk of loss or damage to any furnishings, equipment or other property (other than any furnishings or property constituting a portion of the Common Elements) belonging to or carried on the person of a Unit Owner, the Owner's tenants, invitees or licensees, or which may be



stored in any Unit, or in or upon Common Elements, shall be borne by the Unit Owner. Any furnishings, equipment and other property constituting a portion of the Common Elements and held for the joint use and benefit of all Unit Owners shall be covered by such insurance as shall be maintained in force and effect by the Association, as hereinafter provided.

XX

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION
USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

A) The following insurance coverage shall be maintained in full force and effect by the Association:

1. Casualty insurance covering all of the Units and Common Elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier; or, if approved by the Board, said casualty insurance may be carried on not less than an eighty (80%) percent co-insurance basis. Such coverage shall afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or "other perils" endorsement, subject to such deductible provision as the Board may approve from time to time; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar to the condominium in construction, location and use;

2. Public liability and property damage insurance in such amounts and in such form as may be desired by the Board to protect the Association, its members, directors, employees and agents, including, but not limited to, hired automobile, non-owned automobile and off-premises employee coverage;

3. Such other insurance coverage as the Board, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners.

B) Liability Insurance maintained by the Association may contain liability endorsements to cover liability of all Unit Owners, jointly and severally. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give written notice of the possible excess exposure within a reasonable time to all Unit Owners who may be exposed to the liability and each such Unit Owner shall have the right to intervene and defend any such legal action.

C) All insurance coverage authorized to be purchased shall be purchased by the



Association for itself for the benefit of all Unit Owners. The cost of obtaining the insurance coverage authorized herein is declared to be a Common Expense.

D) All policies of fire and casualty insurance covering the Condominium shall provide for the payment of insurance proceeds covering any loss to the Association, and the insurance proceeds from any fire and casualty loss shall be held for the sue and benefit of the Association all Unit Owners and their respective mortgagees, as their interest may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and is hereby appointed as authorized agent for all Unit Owners for the purpose of filing such proofs of loss as may be required under any policy or policies of fire and casualty insurance obtained by the Association and negotiating settlements as to the value and extent of any loss which may be covered under any such policy of fire and casualty insurance and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any such policy or policies of fire and casualty insurance and resulting in loss of or damage to insured property. Any proof of loss and any release of liability executed by the Association shall be binding upon all Unit Owners and their respective mortgages and other parties who may claim any lien or encumbrance upon their Units.

E) The Board shall have the right to select the insurance company or companies with whom insurance coverage required or purchased pursuant to this Article will be placed.

F) In the event any insurance proceeds are paid to the Association for any fire or casualty loss, the holder or holders of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination or repair or replacement of any loss or damage and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the Unit Owner or Unit Owners and their respective mortgagee or mortgagees, as herein authorized.

G) In the event of the loss or damage solely to Common Elements, real or personal, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid by the Association to the reserve fund of the Association. If it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association are not sufficient to pay for the repair,



replacement or reconstruction of the loss or damage, then the Association shall specially assess the owners, or utilize funds in an undesignated contingency reserve, or if approved pursuant to Section 718.112(2)(f)(3), Fla. Stat., pay from its reserve funds a sum which, together with the insurance proceeds received or to be received, will enable the Association to complete the repair, replacement or reconstruction of any loss or damage, as the case may be.

H) In the event of loss or damage both to Common Elements and any Unit or Units, which loss or damage is covered by fire and casualty insurance in favor of the Association, the proceeds paid to the Association to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of Common Elements, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any Unit or Units which may have sustained any loss or damage so covered. If the proceeds of said fire and casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to Common Elements, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any Unit or Units, the Association shall assess all of the Unit Owners as necessary to pay completely for such repair, replacement or reconstruction. In the event of loss or damage to property covered by fire and casualty insurance, the Association shall, within (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of placing such damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for any bond which the Board may deem to be in the best interest of the Association.

I) In the event of loss of or damage to personal property belonging to the Association and which may be a part of the Common Elements and should the Association determine not to replace all or part of such personal property as may be lost or damaged, then the insurance proceeds applicable thereto shall be paid by the Association into its reserve fund. Any contracts for repairs, replacement or reconstruction of loss or damage shall be let by the Board in the name of the Association and, where applicable, the Board shall authorize payments to be made thereunder.

XXI

ASSESSMENTS; ALTERATIONS AND IMPROVEMENTS; **LIABILITY, LIEN AND ENFORCEMENT**

A) The Association is given the authority to maintain, operate and manage the Condominium, it being recognized that the delegation of such duties to one entity is in the best

interest of all Unit Owners. To maintain, operate and manage properly the Condominium, the Association may incur Common Expenses for the mutual benefit of all of the Unit Owners. To provide the funds necessary for such maintenance, operation and management, and pursuant to the Bylaws, the Association, acting through the Board, shall have the duty and the right to make, levy and collect assessments against the Unit Owners.

B) The Board shall have the right to make or cause to be made alterations and improvements to the Common Elements. The cost of such alterations and improvements shall be assessed and collected from all of the Unit Owners, by special or regular assessment. However, should the required assessment per Unit for such alteration improvement exceed one-half ($\frac{1}{2}$) of the per Unit regular annual assessment for the year in which the improvement is to be made, the approval of a majority of the total voting interests shall first be required. "Improvement" as used herein shall not include any repair or replacement work relating to maintenance or upkeep of the condominium.

C) The Board shall have the right to specially assess the unit owners for the cost of maintenance, repairs, and replacements, and no such special assessment shall be subject to the prior approval of the unit owners.

D) The Association shall have a lien on a condominium parcel (as defined in Section 718.102(12) Fla. Stat.) for any unpaid assessment levied against the Unit Owner pursuant to any provision of this Declaration, together with interest thereon at fifteen (15%) percent per annum. In the event any assessment is not paid when due, the delinquent Unit Owner agrees to pay a one-time late charge of \$25.00 per assessment, as well as interest at the rate of 15% per annum, and all reasonable attorney's fees and costs sustained by the Association incident to the collection of such unpaid assessment or the enforcement of the Association's assessment rights. The Association's lien shall also secure the payment of such late charges, attorney's fees and costs. The lien shall be effective, as to any first mortgage, in accordance with the provisions of Section 718.116 of the Condominium Act, as amended; but otherwise the Association's lien shall relate back to this Declaration and shall be prior and superior to all other interests arising after recordation of this Declaration. Foreclosure of the Association's lien shall not be construed to forgive or abate the obligation of the delinquent Unit Owner to pay such unpaid assessments together with late charges, interest and attorney's fees, if any, or to pay any assessments thereafter coming due.



XXII

TERMINATION

A) Notwithstanding anything to the contrary contained herein, in the event of fire or other casualty or disaster which shall totally demolish the Condominium or which shall so destroy the Condominium as to require more than two-thirds (2/3) of the building and improvements, as determined by the Board, to be reconstructed, then this Declaration and the plan of condominium ownership established herein shall terminate, unless Unit Owners holding at least eighty (80%) percent of the votes of the membership agree that the condominium shall be reconstructed or unless any policy or policies of casualty insurance which may cover the damage or destruction of said building require the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies. Notwithstanding anything to the contrary in this Article, this Declaration and the plan of condominium ownership established herein shall be terminated if there exists any regulations or order of any government authority having jurisdiction over the Condominium which may then prevent the reconstruction of the Condominium, although nothing herein contained shall be construed as releasing or in any manner altering any obligation which may be owed to the Association, for itself and for the benefit of the members thereof, under any insurance policy or policies then existing. Reference to two-thirds (2/3) of the building and improvements shall be taken to mean two-thirds (2/3) of the total value, as determined by the Board, of all of the buildings and improvements as of the day prior to the event or events causing such damage or destruction.

B) If, as above provided, this Declaration and the plan of condominium ownership established herein are to terminate, then a certificate of a resolution of the Board to that effect and notice of the cancellation and termination hereof shall be executed by the president of the Association and acknowledged in the same manner as a deed, and such instrument shall be recorded among the Public Records of Brevard County, Florida. Upon termination of this Declaration and the plan of condominium ownership established herein, all of the Unit Owners shall be and become tenants in common as to ownership of the Property and any then remaining improvements thereon and the undivided interest in the Property remaining improvements held by each Unit Owner shall constitute the same fraction of the whole as did the undivided interest in the Common Elements which was formerly appurtenant to such Unit Owner's Unit, and the lien of any mortgage or other encumbrance upon a Unit shall attach, without any change in order of priority, to the undivided



interest in the Property and remaining improvements of the Unit Owner. Upon the termination of the Declaration and the plan of condominiums ownership established herein, the owner or owners of any Units still in use shall, within sixty (60) days from date of recording of said certificate of resolution, deliver possession of their respective Units to the Association. Further, following termination of this Declaration and the plan of condominium ownership established herein, the Association shall distribute to the Unit Owners and their mortgagees, as their respective interests may appear, any insurance indemnity which is paid to the Association under any policy or policies of casualty insurance, such distribution to be made to each Unit Owner in accordance with their then undivided interest in the Property and remaining improvements as herein provided. The assets of the Association, upon termination of this Declaration and the plan of condominium ownership established herein, the Association shall distribute to the Unit Owners and their mortgagees, as their respective interests may appear, any insurance indemnity which is paid to the Association under any policy or policies of casualty insurance, such distribution to be made to each Unit Owner in accordance with their then undivided interest in the Property and remaining improvements as herein provided. The assets of the Association, upon termination of this Declaration and the plan of condominium ownership established herein, shall then be distributed to each of the Unit Owners and to their mortgagees, as their respective interests may appear, in the same manner as is herein provided for the distribution of any final insurance indemnity.

XXIII

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

A) An amendment to this Declaration may be proposed by a majority of the Directors or by Unit Owners holding at least twenty (20%) percent of the votes of the membership, whether at a duly called meeting or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by the Board or Unit Owners, such proposed amendment shall be transmitted to the president of the Association, or other officer of the Association in the absence of the president, who shall thereupon call a special meeting of the Unit Owners in the manner provided in the Bylaws. As such meeting, the amendment proposed must be approved by affirmative vote or not less than two-thirds (2/3) of the total voting interests of the membership. Upon approval, such amendment shall be transcribed and certified by the president of the Association as having been duly adopted, and the original or an executed copy of such



amendment, executed and acknowledged in the same manner as a deed, shall be recorded among the Public Records of Brevard County, Florida, within a reasonable time after date of approval. The recorded amendment may specifically refer to the recording date identifying this Declaration. Thereafter, a copy of said amendment in the form in which the same was placed of record by the officers of the Association shall be delivered to the Unit Owners, but delivery of said copy shall not be a condition precedent to the effectiveness of such amendment.

B) No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which a Unit Owner shares the common expenses and owns the common surplus, unless the record owner of the Unit, and all record owners of the liens on the Unit join in the execution of the amendment and unless at least a majority of the record owners of all other Units approve the amendment.

C) Notwithstanding any provision to the contrary herein, no amendment materially affecting the rights or interests of Institutional Lenders shall be made without the prior written consent of all Institutional Lenders, which consent shall not be unreasonably withheld. The presumption set forth in Section 718.110(11), Fla. Stat. is incorporated herein by reference.

XXIV

REGULATIONS; ENFORCEMENT; REMEDIES

A) The Association, acting through the Board, shall have and is hereby granted the authority and power to enforce the provisions of this Declaration and to adopt, promulgate and enforce such rules and regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board may deem to be in the best interests of the Association.

B) The Unit Owner and their tenants, invitees and lessees shall be governed by and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the Regulations as any of the same are now constituted or as they may be amended from time to time. Failure to comply with any of the terms of this Declaration, the Articles, the Bylaws or Regulations may be redressed with the remedies provided in Section 718.303(1) Fla. Stat., and, in the case of non-payment of assessments, foreclosure of the Association's lien. Further, the Association shall have the power to impose fines to the maximum extent permitted by this Declaration, the Condominium Act or other law.

C) Subject to the provisions of Section 718.303(1), Fla. Stat., the Association shall be



entitled to recover from a Unit Owner and any other party violating any provision of the Declaration, Bylaws, Articles or board Rules and Regulations, costs and reasonable attorney's fees, whether or not legal proceedings are instituted. "Attorney's Fees" as used herein shall include attorney's fees incurred in connection with appellate proceedings.

D) The failure of the Association, the Developer or a Unit Owner to enforce any right, provision, covenant or condition, which may be granted by this Declaration, the Bylaws, Articles or Rules and Regulations, shall not constitute a waiver of enforcement of such right, provision, covenant or condition in the future.

E) All rights, remedies and privileges granted to the Association, the Developer or the Unit Owners pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative. The exercise of any one or more right, remedy or privilege shall not be deemed to constitute an election of remedies and shall not preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to the party at law or in equity.

XXV

ASSOCIATION TO MAINTAIN REGISTER OF OWNERS LESSEES AND MORTGAGEES

The Association shall at all times maintain a register setting forth the names and mailing addresses of all Unit Owners mortgages and lessees. All Unit Owners shall advise the Association of the name and mailing addresses of any tenant and any holder of a mortgage on the Owner's Unit. Within ten (10) days after the execution of a lease of a Unit, the Unit owner shall provide a copy of the lease to the Association.

XXVI

REAL ESTATE TAXES

Real estate taxes are to be separately assessed to each Unit, as provided in the Condominium Act. If for any year such taxes are not separately assessed to each Unit Owner, then each Unit Owner shall pay his proportionate share thereof based upon the percentage of his share of the common elements set forth in Paragraph V above.

XXVII

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, the Articles, Bylaws or Regulations shall not affect the validity of the remaining portions.

XXVIII

LIBERAL CONSTRUCTION



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The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. The provisions of this Declaration shall not be construed against the drafter, nor shall they be construed in favor of an Owner as a limitation on the use of real property.

XXIX

DEVELOPER'S RIGHTS

The Developer reserves an easement upon and across, and a license to use, all of the Common Elements for the purpose of development, construction (including reconstruction and alteration) of the Condominium, and for purposes of sales and promotion of sales of Units owned by the Developer, notwithstanding anything to the contrary herein. This easement shall not terminate until such time as Developer (and any successor developer) no longer owns any Unit in the Condominium. Once the Developer no longer owns any units, this easement shall inure the benefit of any "successor developer" as defined in applicable law, without the necessity of a written assignment of same. The Developer's easement shall be liberally construed, and shall include, but not be limited to, the right to maintain on-site models and sales offices, place signs on the Common Elements and Limited Common Elements and in unsold Units; have sales staff present at the condominium at any time; and show unsold Units for sale.

XXX

STORMWATER PERMITTING

Attached to this Declaration as composite Exhibit "D" is Environmental Resource Permit No. 42-009-81579-1 which, together with, and any further or subsequent permit(s), hereafter issued to Developer by the St. Johns River Water Management District are referred to herein as the "Permits". The following provisions shall bind the Association:

A. Property Description: Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management systems will be located) is a portion of the Property described on Exhibit "A" hereto.

B. Definitions: "Surface Water or Stormwater Management System" means a system



which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

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

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

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

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

G. Enforcement: The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration of



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Condominium which relate to the maintenance, operation and repair of the surface water or stormwater management system.

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

IN WITNESS WHEREOF, the Developer, has caused these presents to be executed this 21 day of Sept., 2004.

RIVERSIDE LANDING
DEVELOPMENT CORPORATION

Witness

Connie Wilson
Pora Jones

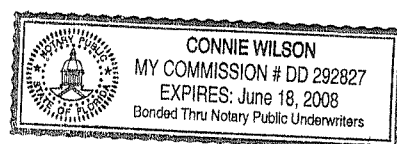
By: Henry U. Parrish III
Henry U. Parrish III, President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Henry U. Parrish, III, known to me to be the individual who executed the foregoing Declaration and who acknowledged before me that he executed the same on behalf of the corporation.

Witness my hand and official seal this 21 day of September, 2004.

Connie Wilson
Notary Public, State of Florida at Large
My Commission Expires: June 18, 2008





St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wehle, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

REGULATION OF STORMWATER MANAGEMENT SYSTEMS

CHAPTER 40C-42, F.A.C.

PERMIT NO. 42-009-81579-1
A PERMIT AUTHORIZING:

DATE ISSUED: August 2, 2002

A new stormwater system with stormwater treatment by retention to serve 29 riverside Drive, a 1.03 acre project to be constructed as per plans received by the District on March 6, 2002.

LOCATION:

Section(s): 34

Township(s): 24S

Range(s): 36E

Brevard County

Henry U. Parrish
29 Riverside Drive
Cocoa, FL 32922

This document shall serve as the formal permit for construction and operation of stormwater management system in accordance with Chapter 40C-42, F.A.C., issued by the staff of the St. Johns River Water Management District on August 2, 2002. This permit is subject to the standard limiting conditions and other special conditions approved by the staff. These conditions are enclosed.

This permit is a legal document and should be kept with your other important records. The permit requires the submittal of an As-built certification and may require submittal of other documents. All information provided in compliance with permit conditions should be submitted to the District office from which the permit was issued. An As-built certification form is attached. Complete this form within 30 days of completion of construction of the permitted system, including all site work.

Upon receipt of the As-built certification, staff will inspect the project site. Once the project is found to be in compliance with all permit requirements, the permit may be converted to its operation phase and responsibility transferred to the operation and maintenance entity in accordance with Chapter 40C-42.028, F.A.C.



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GOVERNING BOARD

Duane O'Hanlon, CHAIRMAN JACKSONVILLE	Omerias D. Long, VICE CHAIRMAN APOPKA	R. Clay Albright, SECRETARY EAST LAKE WEIR	David G. Graham, TREASURER JACKSONVILLE
W. Michael Branch FERNANDINA BEACH	Jeff K. Jennings MAITLAND	William Kerr MELBOURNE BEACH	Ann T. Moore BUNNELL
			Catherine A. Walker ALTAMONTE SPRINGS

SURVEYING
CONCEPTS, INC.

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1605 CHASE HAMMOCK RD.
MERRITT ISLAND, FL 32953

WWW.LAND-AND-SEA-SURVEYING.COM

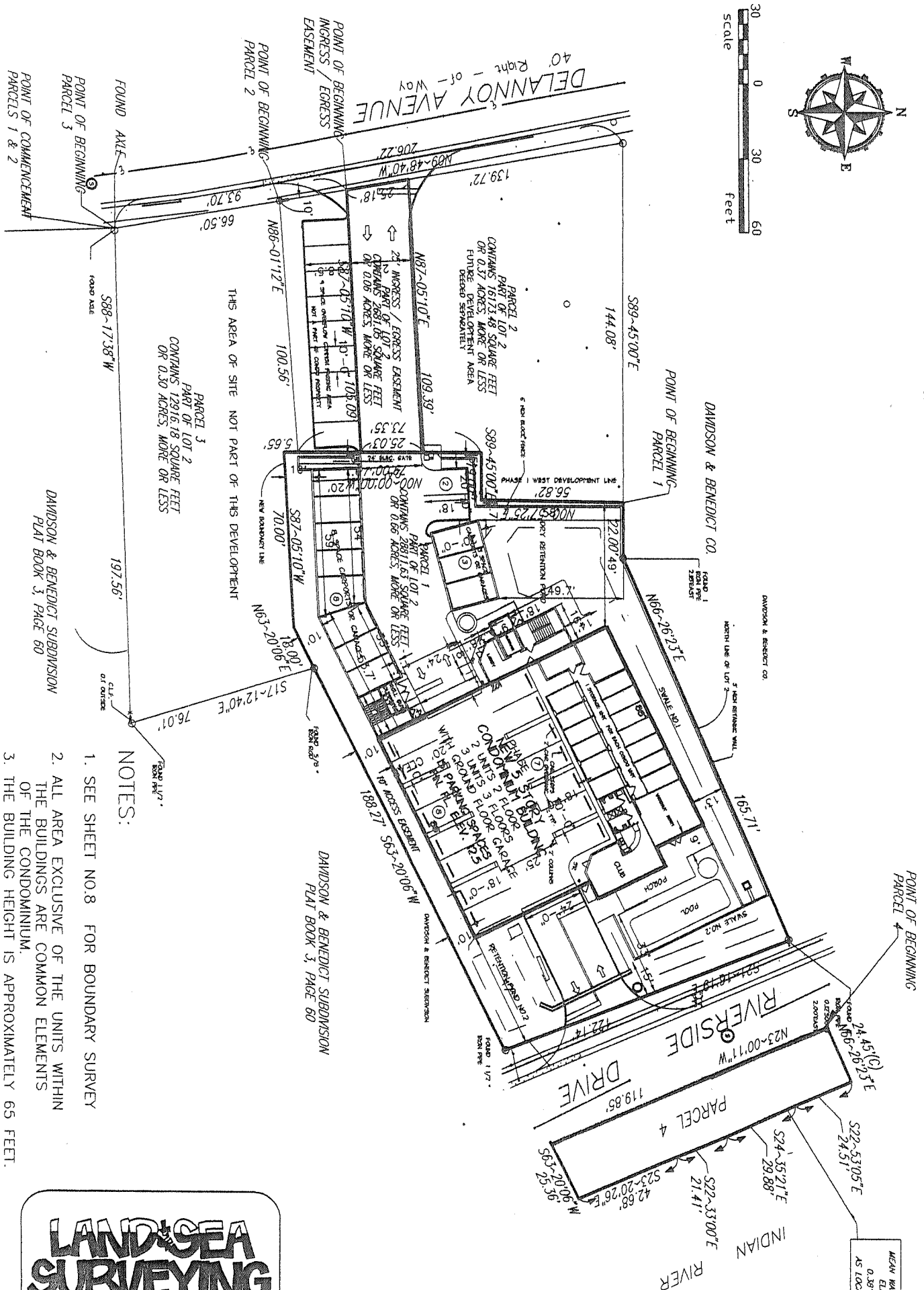
EXHIBIT "A"

SHEET 1 OF 8

SHEET 2 OF 8

RIVERSIDE LANDING A CONDOMINIUM

SITE PLAN



NOTES:

1. SEE SHEET NO. 8 FOR BOUNDARY SURVEY
2. ALL AREA EXCLUSIVE OF THE UNITS WITHIN THE BUILDINGS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BUILDING HEIGHT IS APPROXIMATELY 65 FEET.

**LAND & SEA
SURVEYING**

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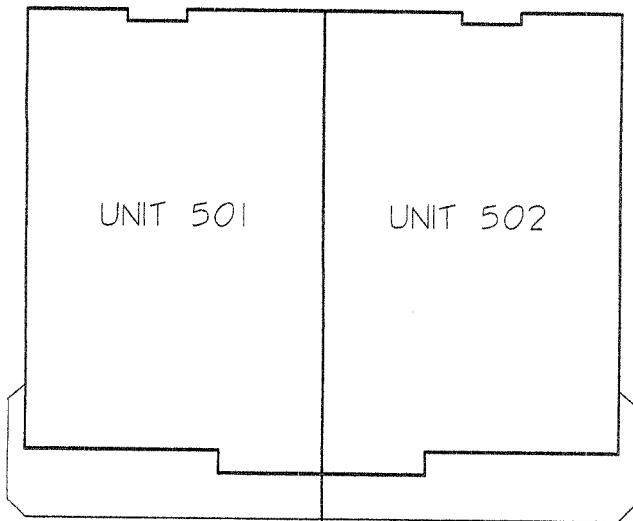
EXHIBIT "A"

SHEET 3 OF 8

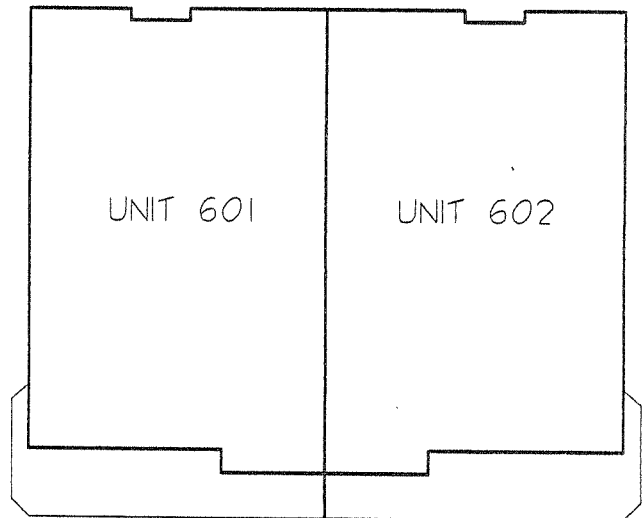
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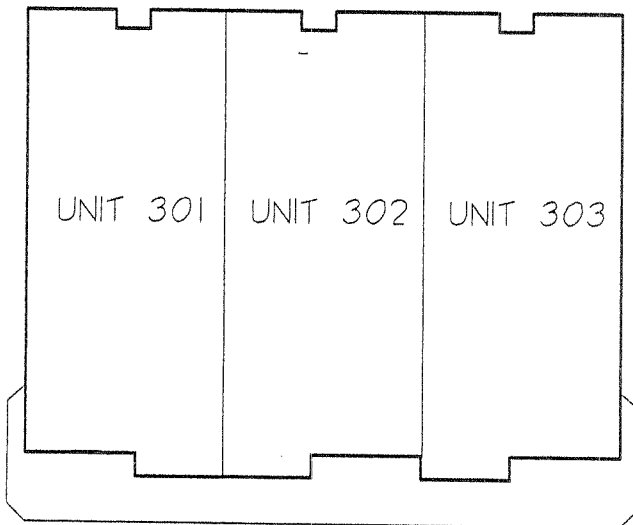
RIVERSIDE LANDING A CONDOMINIUM



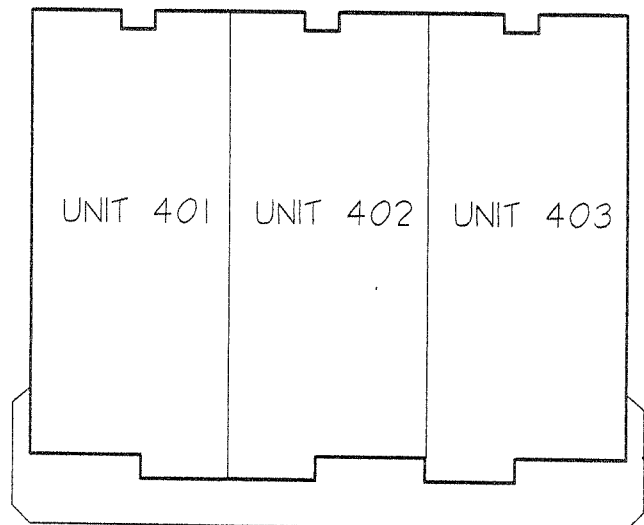
5TH FLOOR PLAN



6TH FLOOR PLAN



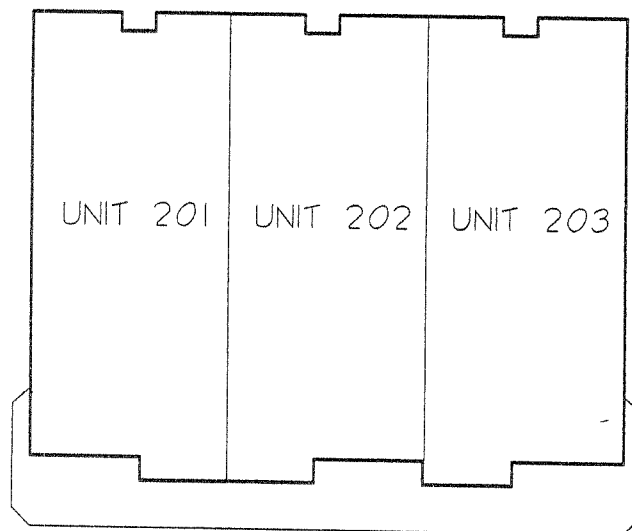
3RD FLOOR PLAN



4TH FLOOR PLAN



GRAPHIC SCALE IN FEET



2ND FLOOR PLAN

UNIT NUMBERS

ALL UNITS ARE ACCESSIBLE OR ADAPTABLE FOR HANDICAP ACCESS PER ADA

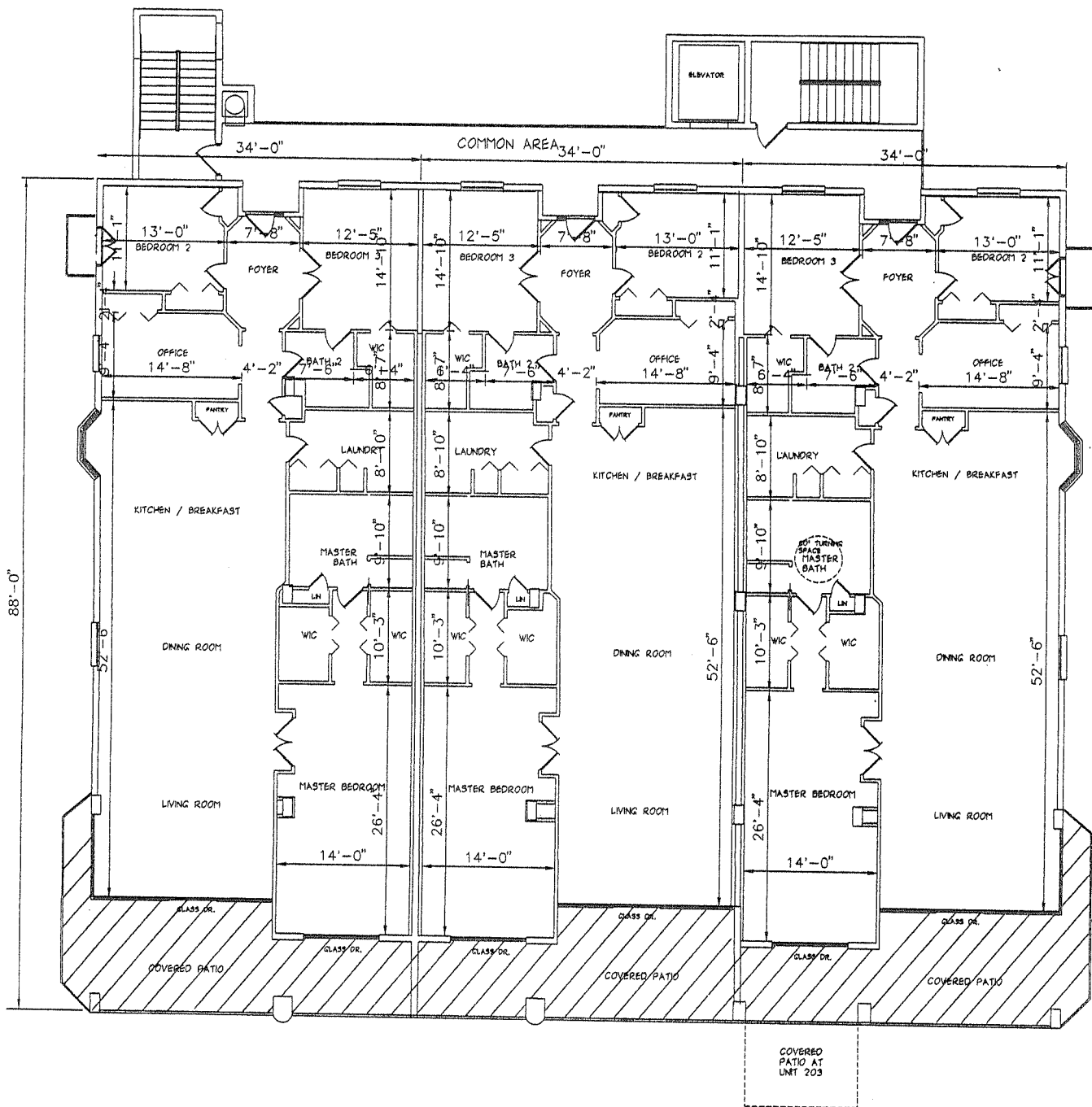
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RIVERSIDE LANDING A CONDOMINIUM



UNIT NUMBERS 201, 301 & 401

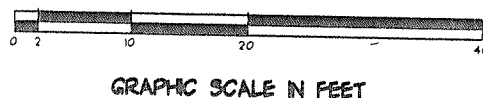
UNIT NUMBERS 202, 302 & 402

UNIT NUMBERS 203, 303 & 403

LEGEND

LIMITED COMMON AREA

2ND, 3RD & 4TH FLOOR PLAN



NOTES:

1. ALL AREA EXCLUSIVE OF THE UNITS WITHIN THE BUILDINGS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THE ROOM DIMENSIONS SHOWN ARE TYPICAL, HOWEVER THESE DIMENSIONS MAY VARY SLIGHTLY FROM UNIT TO UNIT WITHIN THE BUILDING.
3. LIMITED COMMON AREAS ARE ELEMENTS WHOSE USE IS LIMITED TO ADJACENT UNITS.

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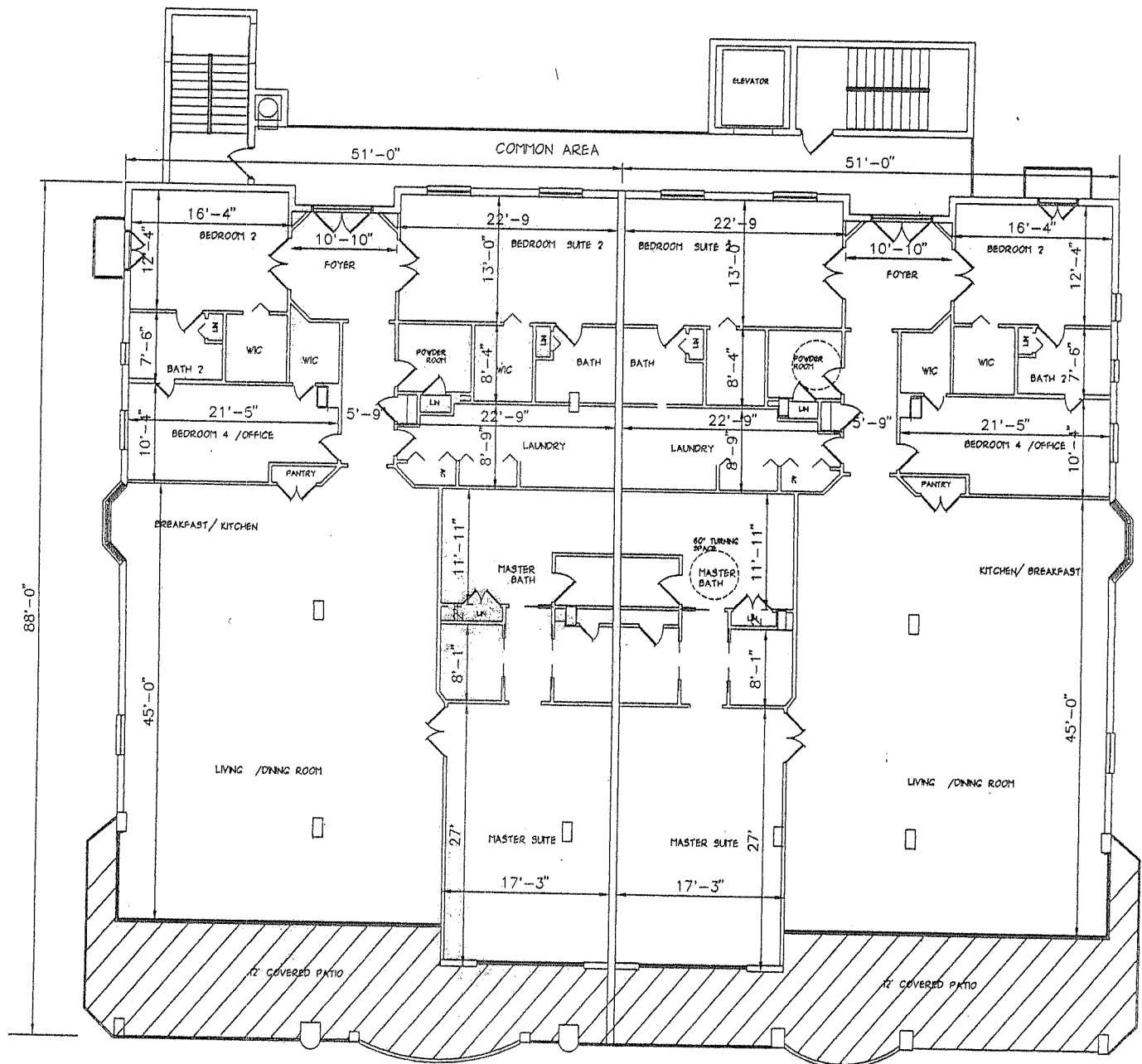
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RIVERSIDE LANDING A CONDOMINIUM



UNIT NUMBERS 501 & 601

UNIT NUMBERS 502 & 602

LEGEND



LIMITED COMMON AREA

5TH & 6TH FLOOR PLAN



GRAPHIC SCALE IN FEET

NOTES:

1. ALL AREA EXCLUSIVE OF THE UNITS WITHIN THE BUILDINGS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THE ROOM DIMENSIONS SHOWN ARE TYPICAL, HOWEVER THESE DIMENSIONS MAY VARY SLIGHTLY FROM UNIT TO UNIT WITHIN THE BUILDING.
3. LIMITED COMMON AREAS ARE ELEMENTS WHOSE USE IS LIMITED TO ADJACENT UNITS.

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PHONE: 321-454-6310
FAX: 321-454-6998
E-MAIL: TC5170@AOL.COM
1605 CHASE HAMMOCK RD.
MERRITT ISLAND, FL 32953

WWW.LAND-AND-SEA-SURVEYING.COM

EXHIBIT "A"

SHEET 6 OF 8



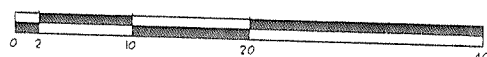
CFN 2004301320

OR Book/Page: 5362 / 8526

RIVERSIDE LANDING A CONDOMINIUM



FRONT BUILDING ELEVATION



GRAPHIC SCALE IN FEET

**LAND-AND-SEA
SURVEYING**

LAND BUSINESS
PHONE: 321-454-
FAX: 321-454-6987
E-MAIL: TCS1700@aol.com
1605 CHASE HAMMOCK RD.
MERRITT ISLAND, FL 32953

WWW.LAND-AND-SEA-SURVEYING.COM

EXHIBIT "A"

SHEET 7 OF 8

This Instrument Prepared by,
record and return to:
John L. Soileau, Esquire
Watson, Soileau, DeLoe, Burgett
& Pickles, P.A.
P. O. Box 236007
Cocoa, Florida 32923-6007

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 12	#Names: 2	
Trust: 6.50	Rec: 97.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
RIVERSIDE LANDING, A CONDOMINIUM**

Pursuant to Section 718.104, Florida Statutes (2004), and the provisions of the Declaration of Condominium of RIVERSIDE LANDING, A CONDOMINIUM, which Declaration was recorded in Official Records Book 5362, Page 8473, Public Records of Brevard County, Florida ("Declaration") empowering RIVERSIDE LANDING DEVELOPMENT CORPORATION, as Developer and sole member of Riverside Landing Condominium Association, Inc. to amend the Declaration, the Declaration is hereby amended as follows:

1. **The first sentence of Article I of the Declaration is amended to read:**

Developer is the owner and holder of the fee simple title to that certain property (hereinafter "Property") situated in the County of Brevard, State of Florida, which is more particularly described as follows, to-wit:

(See Legal Description of Property set forth on Sheet 2 of Exhibit "A"
attached hereto and by reference made a part hereof.)

2. **Exhibit "A" to the Declaration is revised as follows:**

Attached as Exhibit "A" to this Amendment is a Certificate of Surveyor authorized to practice in the State of Florida stating that the construction of the improvements is substantially complete. Exhibit "A" attached to this Amendment is hereby substituted for, and replaces in its entirety, the Exhibit "A" originally attached to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be signed in its name and by its President this 3 day of January, 2005, for purposes of recording in the Brevard County Public Records.

WITNESSES:

[Signature]

TRACY A SMITH
Print Name

[Signature]

Jm Van Gelder
Print Name

RIVERSIDE LANDING DEVELOPMENT
CORPORATION

By: [Signature]

Henry U. Parrish, III, President

Address: 37 Derby Street

Cocoa, Florida 32922

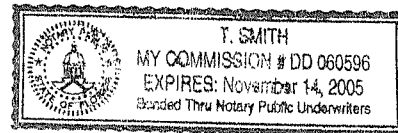
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3rd day of January, 2005, by
HENRY U. PARRISH, III, as President of **RIVERSIDE LANDING DEVELOPMENT CORPORATION**,
on behalf of the corporation who produced Florida driver's license as identification and did
not take an oath.

[Signature]

NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

11-14-05



This Instrument Prepared by,
record and return to:
John L. Soileau, Esquire
Watson, Soileau, DeLeo, Burgett
& Pickles, P.A.
P. O. Box 236007
Cocoa, Florida 32923-6007

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3	#Names: 2
Trust: 2.00	Rec: 25.00
Excise: 0.00	Serv: 0.00
Mtg: 0.00	Excise: 0.00
	Int Tax: 0.00

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
RIVERSIDE LANDING, A CONDOMINIUM**

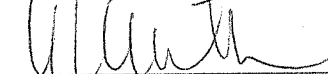
Pursuant to Section 718.104, Florida Statutes (2004), and the provisions of the Declaration of Condominium of RIVERSIDE LANDING, A CONDOMINIUM, which Declaration was recorded in Official Records Book 5362, Page 8473, Public Records of Brevard County, Florida ("Declaration"), by unanimous written consent of all owners, the Declaration is hereby amended as follows:

1. The first sentence of Article XII, Paragraph L of the Declaration is amended to read:

No more than two (2) domestic pets may be maintained in any Unit.

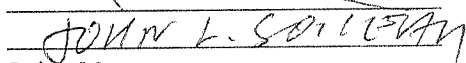
IN WITNESS WHEREOF, the undersigned, constituting all of the members of Riverside Landing Condominium Association, Inc., have caused this instrument to be signed for purposes of recording in the Brevard County Public Records.

WITNESSES:



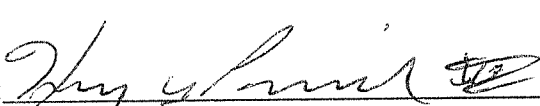
TRACY A. SMITH

Print Name



Print Name

RIVERSIDE LANDING DEVELOPMENT
CORPORATION

By: 

Henry U. Parrish, III, President

Address: 37 Derby Street

Cocoa, Florida 32922

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3rd day of January, 2005, by HENRY U. PARRISH, III, as President of RIVERSIDE LANDING DEVELOPMENT CORPORATION,

on behalf of the corporation who produced personally having as identification and did not take an oath.

NOTARY PUBLIC, State of Florida at Large
My Commission Expires:



John L. Soileau
My Commission DD231436
Expires October 29, 2007

WITNESSES:

[Signature]
Print Name
Lora S Jones
Print Name

Chris Solomon
Print name: Chris Solomon
Carrie A. Solomon
Print name: Carrie A. Solomon
Address: 29 Riverside Dr #202
Cocoa, Florida 32922

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this January day of 2005, by Christopher Solomon and Carrie Solomon who produced FDL as identification and did not take an oath.

Lora S Jones
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:



Lora S. Jones
MY COMMISSION # DD138988 EXPIRES
August 5, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

WITNESSES:

[Signature]
Print name
Lora S Jones
Print name

DR. FREDERICK CARRICK
Print name: TRICIA CARRICK
Print name: [Signature]
Address: 29 Riverside Dr #203
Cocoa, Florida 32922

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3 day of January, 2005, by Frederick Carrick and Tricia Carrick who produced FDL as identification and did not take an oath.

Lora S Jones
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:



Lora S. Jones
MY COMMISSION # DD138988 EXPIRES
August 5, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF ASSOCIATION

The undersigned, as President and Secretary of Riverside Landing Condominium Association Inc., hereby certify the foregoing Amendment to the Declaration of Condominium was adopted by the membership of the Association.

, Dated this 3rd day of January, 2005.

RIVERSIDE LANDING CONDOMINIUM
ASSOCIATION, INC.

By: [Signature] President
HENRY U. PARRISH, III

By: [Signature] Secretary
ADA PARRISH
37 Derby Street, Cocoa, Fl. 32922

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3 day of January, 2005, by **ADA PARRISH**, as Secretary of RIVERSIDE LANDING CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation who produced FDC as identification and did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:



Lora S. Jones
MY COMMISSION # DD138988 EXPIRES
August 5, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3rd day of January, 2005, by **HENRY U. PARRISH, III**, as President of RIVERSIDE LANDING CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation who produced personally known as identification and did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

This Instrument Prepared by,
record and returned to:
Michael S. Minot, Esq.
319 River edge Boulevard
Cocoa, Florida 32922

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 4	#Names: 2	
Trust: 2.50	Rec: 33.00	Serv: 0.00
Excise: 0.00		Excise: 0.00
Int Tax: 0.00		Int Tax: 0.00

Third Amendment To The Declaration Of Condominium Of Riverside Landing, A Condominium

Pursuant to Section 718.104 Florida Statutes (2005), and the provisions of the Declaration of Condominium of Riverside Landing, a Condominium, which Declaration was recorded in Official Records Book 5362, Page 8473, of the Public Records for Brevard County, Florida (" Declaration"), by proper vote of the unit owners, the Declaration is hereby amended as follows:

An additional article to the Declaration titled Article XXXI - Boat Slips, which shall read as follows:

The walking pier and gazebo shall be extended to include six (6) boat slips as well as the appropriate decking to support the ingress and egress to the boat slips. The entire cost of the initial construction of the boat slips, supporting piers, extension of all necessary utilities to the boat slips, maintenance of insurance as contemplated herein for the first full year of usage, as well as other necessary expenses shall be borne by those initial residential unit owners who will own a boat slip incidental to the ownership of their living unit as a limited common element. The initial construction expense of the extension of the dock and boat slips shall be borne share and share alike by the owners of the living units selected from a lottery conducted on behalf of each of the owners of living units interested in being assigned the rights and corresponding responsibilities of one (1) of the six (6) boat slips. Unit owners shall express and declare their interest in being a part of the lottery process at the special meeting called for the purpose of the consideration of this amendment. The lottery to determine which living unit owners will be assigned a boat slip shall be conducted immediately following the close of the special meeting which considers this amendment.

Each boat slip is restricted to residential use by the owner or owners thereof, their immediate families, guests, servants, tenants, and invitees. There are no restrictions upon the use of the boat slips, or the boats that are moored therein, by children. Ownership of boat slips is restricted to unit owners in the Condominium. No person or pet shall be allowed to live aboard any vessel. Pets must be kept on a leash at all times while on the common elements including the dock and shall not create a nuisance. No sign,

advertisement or notice of any type shall be shown on the common element or in a boat slip. "For Sale" signs approved by the Association may be displayed on the vessels.

Each boat slip owner shall serve as a member of a standing subcommittee of the Association concerning boat slip issues. The subcommittee shall elect a chairperson annually who shall serve to preside over the meetings of the subcommittee as well as serve as a liaison of the subcommittee to the board for the Association.

In order to provide for the funding of the ongoing maintenance, utility expenses, insurance expenses, as well as any other expenses associated with the portion of the dock that serves the boat slips as well as the boat slips themselves, the subcommittee shall generate a budget of projected expenses and proposed assessments to be paid by the boat slip owners in the same timing and manner to which the Association is required to produce the budget for the maintenance of the remaining common areas. A portion of the budget created by the subcommittee shall provide for the funding of any additional expense associated with the extension of the Association's liability insurance coverage to include the extension of the dock and boat slips. Further, each boat slip owner, by virtue of maintaining an interest in any boat slip, shall hold the Association harmless jointly with all other boat slip owners as to any liability not covered by insurance which emanates from the use and maintenance of either the boat slips or the extension of the dock that serves to access the boat slips.

The common expenses shall be shared and the common surplus shall be owned proportionally, that is one-sixth (1/6) each. The record owners of each boat slip shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments including attorney's fees. In the event assessments against a boat slip are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments in the same manner as it may foreclose other assessments, both regular, or special.

Any owner may freely convey an interest in a boat slip to another owner of a living unit in the Condominium. The information concerning any change of ownership of a boat slip must be conveyed to the Association immediately following any transfer of title or interest to a boat slip. The Association shall maintain proper records of the current name and address of the owners of each of the boat slips.

IN WITNESS WHEREOF, the undersigned, as President and Secretary of Riverside Landing Condominium Association Inc., hereby certify the foregoing Amendment to the Declaration of Condominium was duly adopted by the membership of the Association pursuant to the required affirmative vote at a properly noticed special meeting of the membership.

Dated this 10 day of ^{July}~~June~~, 2006.

RIVERSIDE LANDING CONDOMINIUM

BY Chris P. Campbell
President

Chris P. Campbell
(printed name)

RIVERSIDE LANDING CONDOMINIUM

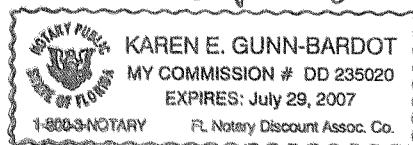
BY [Signature]
Secretary

Daniel P. Merlin
(printed name)

STATE OF FLORIDA)
COUNTY OF BREVARD)ss

The foregoing instrument was acknowledged before me this 10 day of July, 2006 by CHRIS P. Campbell as President of RIVERSIDE LANDING CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who produced personally known to me as identification and did not take an oath.

[Signature]
Notary Public - State of Florida
My Commission expires: July 29, 2007



STATE OF FLORIDA)
COUNTY OF BREVARD)ss

The foregoing instrument was acknowledged before me this 10th day of July, 2006 by DANIEL P. MERLIN as Secretary of RIVERSIDE LANDING CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who produced personally known to me as identification and did not take an oath.


Notary Public – State of Florida

My Commission expires: 7/29/2007

