

PREPARED BY AND RETURN TO

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Orlando, FL 32801

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
ESTABLISHING RIVER CLUB CONDOMINIUMS, A CONDOMINIUM**

WHEREAS, that certain Declaration of Condominium Establishing River Club Condominiums, a Condominium was caused to be recorded at Official Records Book 1780, Page 820, Public Records of Brevard County, Florida as amended at Official Records Book 1795, Page 484, Public Records of Brevard County, Florida (hereinafter collectively referred to as "Declaration"), and

WHEREAS, Article XV of the Declaration provides that the Declaration may be amended by approval of a majority of the total voting interests in the Association whose votes were cast in person or by proxy at a meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association; and

WHEREAS, a duly noticed and called meeting of the Members of the Association took place on the 25th day of January, 2020, notice of which included reference to a vote to amend the Declaration, including a complete text of the proposed amendments set forth herein; and

WHEREAS, all proposed amendments received the approval of at least a majority of the Unit Owners, with a detailed tally of votes being maintained amongst the official records of the Association;

NOW, THEREFORE, the Declaration is hereby amended by vote of the Unit Owners of the River Club Condominium in accordance with Article XV as set forth in paragraph 3. below.

1. **Recitals.** The foregoing Recitals form a material part here of and are incorporated herein by reference as if fully set forth.
2. **Definitions.** All capitalized terms set forth herein shall have the same meaning as those set forth in the Declaration.
3. **Amendments:**

ARTICLE I, SECTION 2. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

1. The provisions of the Florida Condominium Act as amended from time to time are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of the apartment owners hereof, except where permissive variances therefrom appear in this Declaration and the By-laws and Articles of Incorporation of RIVER CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the Association.

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**ARTICLE IV, SECTION 2. OF THE DECLARATION IS AMENDED TO ADD A NEW
NEW LANGUAGE IS UNDERLINED DELETED LANGUAGE IS ~~STRICKEN THROUGH~~.**

SECTION 2.(a) TO READ AS FOLLOWS:

2. There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, such as covered balconies, directly accessible only through an individual unit. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. All expenses of maintenance, repair or replacement relating to such limited common elements or involving structural maintenance, repair or replacement, shall be treated as and paid for as a part of the common expenses for the Association.

(a) Boat Slips. The sixteen (16) common element boat slips, not having been originally assigned to the exclusive use and possession of any individual unit despite the existence of one (1) slip per unit, constitute common elements of the condominium. Notwithstanding, boat slips, by their nature, must necessarily be utilized on an exclusive basis, whereby the unit owner will rely upon the availability of the slip. In order to balance the interests of all unit owners, and to allow for continuing flexibility in usage of the boat slips, while avoiding any purported or alleged modification of appurtenances to units, the following system of temporary, exclusive assignment and concomitant approval of a material alteration to the common elements shall apply to the usage, maintenance, modification and re-assignment of the common element boat slips and adjacent dock structure.

(i) Unit owners having utilized a common element boat slip as of the date hereof shall be entitled to the continued and uninterrupted usage of the boat slip throughout the duration of their ownership of their unit, subject to any re-assignment made necessary to comply with applicable law, including, but not limited to, the Fair Housing Act as amended, revocation or abandonment as set forth herein. Any unit owner having been assigned a boat slip shall abandon their right to continued usage of the assigned slip in the event of abandonment of the slip for a period of six (6) calendar months, followed by written notice to the unit owner from the Association confirming such abandonment and providing the unit owner with a period of thirty (30) days from the date of the notice within which to maintain the assignment of the slip. In no event shall any unit owner be denied usage of at least one (1) boat slip.

(ii) The Board shall have the right to assign no more than one (1) boat slip to a unit following the effective date of this amendment on a first come, first served basis, subject to the initial assignment of the boat slips in active use by unit owners as contemplated in subsection (i) herein. The Board shall maintain an active list of the assignment of boat slips following the effective date of this amendment, which shall be verified by the Board at a duly noticed and called meeting of the Board with fourteen (14) days' notice thereof, and actively maintained amongst the Association's official records.

(iii) The unit owner to which a boat slip has been assigned shall be responsible for the day-to-day maintenance of the boat slip and adjacent dock structure to avoid unsightly or unkempt conditions. Unit owners may utilize storage lockers subject to specifications and limitations adopted and amended by the Board from time to time. Unit owners may likewise install a boat lift or other vessel mooring devices and equipment, as well as modifications to the adjacent dock structure, all subject to the advance, written approval of the Board, who may adopt specifications and guidelines concerning same. All storage lockers and approved boat lifts, mooring devices and modifications to the adjacent dock structure shall be the exclusive maintenance responsibility of the unit owner to which the slip is assigned. Likewise, all

existing modifications to the common element boat slips and adjacent dock structure shall be the exclusive maintenance responsibility of the unit owner to which the slip is assigned. Unit owners shall likewise maintain a policy of liability insurance (including coverage expressly existing in a homeowners insurance policy) in effect at all times covering liability and perils associated with their usage of the boat slip and mooring of their vessel. Documentation of the foregoing insurance coverage shall be provided to the Association upon demand. It is the express intent of this provision that any and all modifications to the dock structure and boat slips, now existing or made at a future date and approved in accordance herewith, shall remain common elements of the condominium and not a limited common element appurtenant to any individual unit.

(iv) In no event shall a boat slip constitute an appurtenance to a unit, or otherwise be transferrable to a purchaser of a unit. Rather, the boat slip assigned to a unit subject to sale, conveyance or transfer (excluding transfer of a unit by gift, devise or inheritance), shall be made available to all existing unit owners on a first come, first served basis, upon such terms and conditions as are set forth in the bona fide, good faith contract for sale and purchase of the unit, which terms shall be made expressly subject to the right of first refusal set forth herein. The terms and conditions for acquisition of assignment of the boat slip and associated modifications (if any) shall be stated separately from the consideration being made to purchase the unit in the contract for sale and purchase. The Association shall provide notice to the unit owners by posting same in the location designated for the posting of meeting notices for a period of ten (10) calendar days following receipt of written notice of a bona fide sale or transfer of the unit by the existing unit owner. Any unit owner may deliver written notice to the Association of their desire to obtain assignment of the slip upon such terms and conditions as are set forth in the contract for purchase and sale, within the foregoing ten (10) day period, with any dispute concerning priority of claims determined by assigning the boat slip utilizing a random drawing of those unit owners who have submitted notice of their desire to obtain the assignment. The consideration for acquisition of the boat slip assignment shall be given to the seller of the unit within five (5) calendar days of expiration of the timeframe for submission of an offer as set forth above. Boat slips shall be freely transferable amongst the unit owners, effective upon delivery of written notice of transfer to the Association by certified mail, and the requirement that all unit owners have use of at least one (1) boat slip.

(v) Violation of the provisions hereof shall result in revocation of assignment of the boat slip following delivery of thirty (30) days' written notice to the unit owner by the Association and failure to cure the violation within the foregoing thirty (30) day period. Any boat slip which becomes available for reassignment as a result of revocation as provided for herein or abandonment shall be made available to the unit owners in the manner set forth herein in connection with sale or transfer of a unit.

(vi) In no event may the provisions hereof be interpreted or applied so as to deprive any unit owner the use of at least one (1) common element boat slip. In no event shall the Association bear responsibility to maintain modifications to boat slips and adjacent dockage made with approval of the Association (or prior to effective date of this amendment). In the event a boat slip so modified is unclaimed in connection with a conveyance or transfer by the responsible unit owner, the unit owner to whom the slip is assigned (or their successor in title) shall remove the modification at their sole expense and return the boat slip to its original, unimproved condition.

NEW LANGUAGE IS UNDERLINED. DELETED LANGUAGE IS STRICKEN THROUGH.

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ARTICLE IV, SECTION 3. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

3. Automobiles may be parked on the parking areas of the condominium property adjacent to or near the apartment building, but only in accordance with the regulations of the Association. Unnumbered or uncovered parking areas form a part of the common elements of this condominium however, covered and numbered parking spaces assigned to a unit as reflected in Exhibit A hereto shall pass with each unit as appurtenant thereto. Uncovered parking spaces may be used by owners, visitors and guests. ~~Renters however shall not be entitled to use uncovered parking spaces.~~ The Condominium Property contains limited parking for motor vehicles. In order to ensure the adequate and equal access to reasonably convenient parking by all apartment owners, no apartment owner or their permitted tenant(s) shall maintain more than two (2) motor vehicles upon the Condominium Property, exclusive of temporary guests and invitees. The Association shall have the authority to adopt further rules and regulations to address parking, including, but not limited to, mandatory registration of motor vehicles and/or the issuance or parking permits or passes.

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ARTICLE VII, SECTION 4. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

4. Special assessments may be determined and levied by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, special assessments which are not connected with an actual operation, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least ~~ten (10)~~ nine (9) of the units in the condominium.

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ARTICLE VII, SECTION 7. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

7. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ~~eight eighteen~~ eighteen percent (~~818~~18%) per annum until paid.

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ARTICLE VII, SECTION 8. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

8. The Association shall have a lien on each unit (the term "Unit" shall include the unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the owner of such unit. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which this condominium is located) of a Claim of Lien stating the description of the unit, the name of the record owner, the amount due and the date when due. The said lien shall continue in effect until all sums secured by the lien shall have been fully paid, which amounts so secured shall include all interest, late fees, and costs of collection, including attorney's fees.

paralegal fees, and all other administrative costs and charges as may be incurred in the collection of any assessment due hereunder. All such claims of lien shall include ~~only~~ assessments which are due and payable when the said claim of lien is recorded, and all assessments, interest, late fees and costs of collection arising thereafter, and all such claim of lien shall be signed and verified by an officer or agent of the Association. When any such lien shall have been paid in full, the unit owner of record shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida however, the Association shall not be liable for the fees for recording such satisfaction of lien. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage ~~or other lien~~ recorded prior to the time of recording the claim of lien. The Board may take such action as they deem necessary to collect assessments by personal actions against the record owners, or by enforcing and foreclosing said lien, and may settle and compromise the same if such be in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorney's fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced.

ARTICLE VII, SECTION 13. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

13. Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby. ~~No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the due date of any unpaid assessments.~~

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ARTICLE X, SECTION 2. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

2. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the units. Painting and cleaning of all exterior portions of the building, including all exterior doors (except sliding glass and screen doors opening onto patios and windows), shall also be the Association's responsibility. Should any damage be caused to any unit by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage. Notwithstanding the foregoing, to the extent an apartment owner modifies a limited common element otherwise in compliance with the provisions hereof, the apartment owner shall have the sole responsibility to maintain the modification and may be required by the Association to remove the improvement at their expense to the extent necessary to permit the Association to complete maintenance of the common elements or limited common elements for which the Association is responsible to maintain

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**ARTICLE XI, SECTION 4. OF THE DECLARATION IS AMENDED TO READ AS
NEW LANGUAGE IS UNDERLINED DELETED LANGUAGE IS STRICKEN THROUGH**

FOLLOWS:

4. No pets larger than thirty (30) pounds shall be permitted, and all pets or other animals shall be kept on leash when outside the owner's unit. Pets shall not be walked on condominium property other than the greenspace located adjacent to the entrance to the Condominium, and subject to additional reasonable rules and regulations adopted from time to time by the Board. No apartment owner may house more than two (2) common household pets (defined to include dogs, cats, fish, and birds) in their unit. The foregoing limitation on the number of pets shall not apply to fish maintained in an aquarium by an apartment owner for customary residential purposes.

ARTICLE XI, SECTION 8. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

9. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, and other project areas and facilities, of similar nature, both common and limited, except for balconies appurtenant to unit, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. Further, no owner or their tenant(s) may hang wall coverings, paintings or other decorations to any portion of the exterior of the condominium buildings, including limited common element balconies absent the advance, written approval of the Board, who shall have the authority to adopt guidelines concerning permissible exterior decorations or hangings, which shall be portable, removable, and do not otherwise materially alter the exterior appearance of the condominium buildings.

ARTICLE XI, SECTION 11. OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

11. No auto parking space may be used for any purpose other than parking automobiles which are in duly and properly licensed, and in operating condition. No other vehicles or objects, including but not limited to trucks with a gross vehicle weight rating in excess of 10,000 pounds, motorcycles, trailers of any kind, boats, or ~~large campers~~ recreational vehicles of any kind, will be parked or placed upon such portions of the condominium property, unless permitted by the Board. No parking space shall be used by any other person other than the owner or occupant of the condominium who is an actual resident, or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting upon the premises.

No commercial vehicle or vehicle with a gross vehicle weight rating exceeding 10,000 pounds may be parked anywhere upon the Condominium Property. For purposes hereof, commercial vehicles shall mean any vehicle that:

- (i) resembles a tow truck, utility truck and/or commercial passenger vans, as reasonably determined by the Board;
- (ii) displays the name, trade name, telephone number or other identifying information of any business or governmental entity or;
- (ii) otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders), as reasonably determined by the Board

The provisions of this Section shall not apply to:

- (a) vehicles that are exempt from this Section under applicable law;
- (b) vehicles operated by delivery, pickup and fire protection services, trash collection and recycling services, ambulance services, police and other authorities of the law, United States Mail carriers,

representatives of electrical, telephone, water, cable television and other utilities, persons or companies providing business or commercial services to residents of the Property and the like, while such services are being performed; or
(d) Vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all improvements thereon, and in performing and in performing all other rights, duties and obligations of the Association under this Declaration.

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ARTICLE XII OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

1. No owner of a unit shall enclose the balcony or patio which constitutes a part thereof with glass, jalousies, wood, screen, or any other material or make any structural modifications or alterations of the unit. No owner shall cause any improvements or changes to be made on or to the exterior of the apartment building, including painting or other decoration, the installation of awnings, shutters, electric wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the apartment building. Notwithstanding the foregoing, unit owners may make temporary modifications or minor, permanent modifications (i.e., installation of ceiling fans) to their limited common element balcony or patio in the form of decorations and similar items which may be placed or hung within the balcony or patio, and may be removed by the unit owner without causing damage to the exterior of the condominium building. The foregoing shall be expressly made subject to advance, written Board approval, and such reasonable rules and regulations which may be adopted by the Board of Directors, including, but not limited to, regulations concerning size, materials, colors, and other factors deemed relevant by the Board. No owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment other than as expressly set forth herein.

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ARTICLE XIII OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

ARTICLE XIII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board the condominium property shall require additions, alterations or improvements (in excess of the usual items of maintenance), ~~and the making of such additions, alterations or improvements shall have been approved by all of the unit owners, the Board shall proceed with such additions, alterations, or improvements and shall specially assess all unit owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed Five Hundred Dollars (\$500.00) unless the prior written unanimous consent is received from all voting members.~~any such addition, alteration or improvement which exceeds \$10,000 in total cost to the Association shall require the consent of a majority of the total voting interests obtained at a meeting of the members or by written consent.

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ARTICLE XIV OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

ARTICLE XIV

NEW LANGUAGE IS UNDERLINED. DELETED LANGUAGE IS STRICKEN THROUGH.

SALES OR RENTAL OF UNITS
ASSOCIATION'S RIGHT OF FIRST REFUSAL

1. In the event any unit owner wishes to sell, ~~rent, or lease~~ or otherwise convey an interest in his unit, the Association shall have the option to purchase, ~~rent or lease~~ said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, ~~rent or lease or otherwise convey any interest in~~ said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser ~~tenant or lessee~~.
2. Should a unit owner wish to sell, ~~lease or rent~~ or otherwise convey any interest in his condominium parcel (which means the unit, together with the undivided share of the common, elements appurtenant thereto) he shall, before accepting any offer to purchase, sell or lease, ~~or rent~~, convey his condominium parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, ~~lease or transfer~~ is to be made, two Bank references and three individual references - local, if possible, and such other information (to be required within five (5) days from receipt of such notice) as may be required by the Board. The Board is authorized to waive any or all of the references aforementioned.
3. The Board within ten (10) days after receiving such notice and such supplemental information as is required by the Board, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, ~~lease or rent~~, upon the same terms as those specified in the unit owner's notice, ~~or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee for good cause, which cause need not be set forth in the notice from the Board to the unit owner. However, the Association shall not unreasonably withhold its consent to the prospective sale, rental and lease.~~
4. The stated designee of the Board shall have ~~fourteen (14)~~ seven (7) days from the date of the notice sent by the Board within which to make a binding offer to buy, ~~lease or rent~~, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board. Failure of the Board to designate such person(s) or failure of such person(s) to make such offer within the said ~~fourteen (14)~~ seven (7) day period, ~~or failure of the Board to object for good cause~~, shall be deemed consent by the Board to transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, ~~lease or rent or convey~~ said interest pursuant thereto, to the prospective purchaser ~~or tenant~~ named therein, within ninety (90) days after his notice was given.
5. The consent of the Board shall be in recordable form, signed by two officers of the Association, and shall be delivered to the purchaser ~~or lessee~~. Should the Board fail to act, as herein set forth, and within the time provided herein, the Board shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board as herein set forth.
6. ~~The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that~~

~~a substantially uniform form of lease or sub-lease be used and the Board's approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and no transient tenants may be rented and no transient tenants may be accommodated. Members shall have the right of first refusal over non-members to accept such sale or conveyance of an interest in a unit, lease or rental on the same terms offered to the Association. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses, and nothing herein shall be construed as precluding a group of members from purchasing a unit.~~

7. Members shall have the right of first refusal over non-members to accept such sale, lease or rental on the same terms offered to the Association. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses, and nothing herein shall be construed as precluding a group of members from purchasing a unit.
8. An affidavit of the Secretary of the Association stating that the sale, ~~rental, or lease~~ or other conveyance of the unit and interest in common property to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.
9. ~~Notwithstanding the provisions of the Article the Board may affirmatively approve and give its consent to such proposed sale, rental or lease and may do so without the approval of the members of the Association provided that a majority of the Board concur and evidence such concurrence in writing, delivered to the unit owner desiring to sell, rent or lease his unit.~~
10. Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of a unit in the condominium shall not be required to inquire whether the grantor to its mortgagor complied with the provisions of this Article, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.
11. Any purchaser, ~~renter or lessee~~ of a unit whose prospective seller, landlord or lessor has held title to the pertinent unit for at least ninety (90) days preceding such purchase, shall not be required to inquire whether there was compliance with the provisions of this Article by the unit owner. After ninety (90) days following the consummation of any transaction involving the sale of a unit which sale may be evidenced by the recordation of a deed conveying the title to such unit, no action whatsoever may be brought by the Association to void such transaction by reason of noncompliance with this Article.
12. The right of first refusal granted to the Association shall not apply or be operative to any foreclosure or other judicial sale of a unit although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the Association's right of first refusal to the sale ~~or lease~~ of a unit.

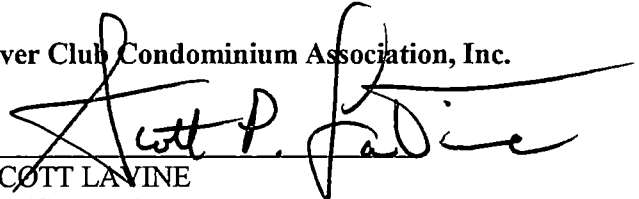
NEW LANGUAGE IS UNDERLINED DELETED LANGUAGE IS STRICKEN THROUGH.

13. All the terms and provisions of this Article set forth hereinabove relative to the Association's right of first refusal, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to a unit by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, lease or otherwise dispose of such units as it may deem to be in its best interest, without first offering the same to the Association and without any restrictions whatsoever. ~~The exceptions to the right of first refusal as set forth in this section of this Article shall be fully applicable to the developer, which likewise shall have the unrestricted right to sell or lease apartments which it owns in the condominium.~~
14. The provisions of this Article shall not apply to transfer by a unit owner to any member of his immediate family (viz, spouse, children or parents), or to the transfer of ownership by testate or intestate succession.
15. Any lease of a unit shall be subject to the advance, written approval of the Association's Board of Directors, who shall have the authority to require such information concerning the prospective tenant as the Board may reasonably require to render a decision regarding the prospective tenant. For purposes hereof, the term "lease" shall be defined as the exclusive occupancy of a unit by anyone other than the unit owner, or any arrangement whereby consideration of any kind is made to the unit owner in exchange for exclusive or non-exclusive use of all or a portion of a unit. No unit owner may lease their unit for a period of twenty-four (24) consecutive months following acquisition of title to a unit. Thereafter, leases shall be for a minimum term of twelve (12) months, and no portion of a unit may be leased at any time (i.e., subleasing any portion of a unit is strictly prohibited). The Board shall have the right to conduct a background search in connection with the proposed lease of any unit, which shall be at the unit owner's expense. All leases shall be expressly made subject to the provisions of the Association's governing documents. In the event any tenant(s) shall violate the terms of the governing documents on more than two (2) occasions, the Association shall have the right to have all tenants and occupants removed from the unit at the unit owner's expense, including all attorney's fees and costs incurred by the Association in enforcing the terms hereof. Any lease entered into in violation of the provisions hereof shall be void ab initio and the Association shall be entitled to removal of the tenant and all occupants of the unit and shall further be entitled to recover all attorney's fees and costs incurred in enforcing the terms hereof.

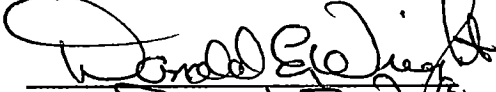
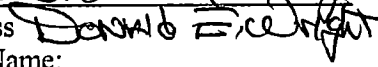
4. **Full Force and Effect.** Except as expressly amended herein, all other provisions, conditions, covenants, restrictions, easements and reservations set forth in the Declaration shall remain in full force and effect.

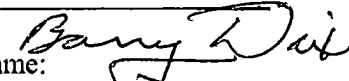
I HEREBY CERTIFY, as President of the River Club Condominium Association, Inc., that the foregoing amendment was presented to the Members at a duly noticed and called meeting of the Members, notice of which included the complete text of the amendment, and the amendments received the approval of at least a majority of the total voting interests whose votes were cast at said meeting, either in person or by proxy.

River Club Condominium Association, Inc.


SCOTT LAVINE
PRESIDENT

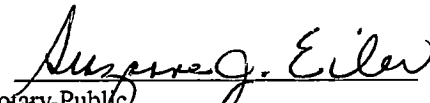
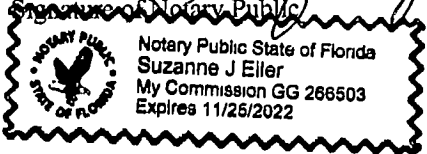
Signed, sealed and delivered in the presence of:


Witness 
Print Name:

Witness 
Print Name:
BARRY DIX

STATE OF FLORIDA:
COUNTY OF BREVARD:

The foregoing instrument was acknowledged before me this 31st day of January, 2020
by SCOTT LAVINE as President of the River Club Condominium Association, Inc., who is personally
known to me or has produced Drivers License as identification.

[Notary Seal] 
Signature of Notary Public

Notary Public State of Florida
Suzanne J Eller
My Commission GG 288503
Expires 11/25/2022

NEW LANGUAGE IS UNDERLINED. DELETED LANGUAGE IS ~~STRICKEN THROUGH~~.