

This instrument prepared by and return to:

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

This Certificate of Fourth Amendment to the Declaration of Condominium Establishing River Club Condominiums, a Condominium ("Certificate"), is made this 11th day of FEBRUARY 2025, by RIVER CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Association").

W I T N E S S E T H:

WHEREAS, that certain Declaration of Condominium Establishing River Club Condominiums, a Condominium, was recorded at Official Records Book 1780, Page 819, in the Public Records of Brevard County, Florida ("Original Declaration"), as amended at Official Records Book 1795, Page 484, in the Public Records of Brevard County, Florida ("First Amendment"), as amended by the Certificate of Amendment to Declaration of Condominium Establishing River Club Condominiums, a Condominium, recorded at Official Records Book 8379, Page 1585, in the Public Records of Brevard County, Florida ("Second Amendment"), as amended by the Certificate of Amendment to Declaration of Condominium Establishing River Club Condominiums, a Condominium, recorded at Official Records Book 8653, Page 2935, in the Public Records of Brevard County, Florida ("Third Amendment"), Collectively, all of the above Declarations and any subsequent amendments thereto are referred to as the "Declaration";

WHEREAS, the Association desires to amend its Declaration as shown at **Exhibit 1** ("Fourth Amendment"), attached hereto;

WHEREAS, the proposed amendment to Article IV, Section 2, of the Declaration, requires the approval of 100% of the membership pursuant to Section 718.110, *Florida Statutes*;

WHEREAS, the proposed amendments to Article XII, Section 1, and Article XIV, require the approval of "a majority of the total voting interests in the Association," pursuant to Article XV, Section 1, of the Declaration;

WHEREAS, a duly noticed meeting of the membership was held on December 10, 2024, at which meeting 100% of the membership approved of the proposed amendment to Article IV, Section 2, and a majority of the total voting interests approved of the proposed amendments to Article XII, Section 1, and Article XIV, of the Declaration, as indicated on the Fourth Amendment attached hereto at **Exhibit 1**;

NOW, THEREFORE, the Association hereby files and records the following documents applicable to the Association as follows:

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Certificate.
2. In the event there is conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control.

3. The Declaration and this Fourth Amendment shall be read as one document wherever possible.
4. All provisions of the Declaration that are not specifically amended herein remain in full force and effect.
5. The Declaration is hereby amended as indicated on the attached **Exhibit 1**.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 11th day of FEBRUARY, 2025.

WITNESSES:

[Signature]
 Sign Name 3165 N ATLANTIC AVE BOX
COCOA BEACH, FL 32931
BEULIE COLKITT
 Print Name and Address (Print Legibly Please)

RIVER CLUB CONDOMINIUM
 ASSOCIATION, INC., a Florida not for profit
 corporation,
 By: [Signature]
 Sign Name 235 S ORLANDO AVE #4
DANIEL BERLIN COCOA BEACH, FL 32931
 Print Name and Address (Print Legibly Please)

[Signature]
 Sign Name 3165 N. ATLANTIC AVE BOX
COCOA BEACH FL 32931
SHIRLEY LYBARGER
 Print Name and Address (Print Legibly Please)

Its: President

STATE OF FLORIDA)
 COUNTY OF BREVARD)



TEDDI COLKITT
 Notary Public
 State of Florida
 Comm# HH376018
 Expires 5/29/2027

The foregoing instrument was acknowledged before me this 11th day of February 2025, by, DANIEL BERLIN as President of RIVER CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, who ☒ is personally known to me, or, _____ produced _____ as identification.

[Signature]
 NOTARY PUBLIC - STATE OF FLORIDA
Teddi Colkitt
 Print Name of Notary

Comm. Exp.: 5/29/2027
 Serial/Comm. No.: HH376018

EXHIBIT 1

Pursuant to Article XV, Section 1, of the Declaration, the Association hereby amends the below specified provisions of the Declaration as follows:¹

➤ **ARTICLE IV, SECTION 2, IS HEREBY AMENDED 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 **limited** common elements of the condominium **that are directly appurtenant to the Unit to which said boat slip is assigned. The boat slip assignments are as follows:**

Unit No.	Appurtenant Boat Slip No.
101	9
102	7
103	5
104	3
105	13
106	10
107	12
108	4
201	1
202	6
203	2
204	8
205	11
206	14
207	16
208	15

¹ Additions to prior text are **underlined** and deletions are **stricken-through**.

~~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. ~~i.~~ Unit owners having utilized a **their assigned limited** 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. ~~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 (1) 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. ~~ii.~~ 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 limited 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 the~~ individual unit to which it has been assigned.

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. ~~iii. 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.~~

➤ ARTICLE XII, SECTION 1, IS HEREBY AMENDED AS FOLLOWS:

1. ~~No owner of a unit shall~~ With prior Board approval, owners may ~~enclose or remove the enclosure on~~ the balcony or patio which serves their unit. constitutes a part thereof with glass, jalousies, wood, screen, or ~~Owners shall not make~~ 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.

➤ **ARTICLE XIV IS HEREBY AMENDED AS FOLLOWS:**

ARTICLE XIV
SALES OR RENTALS OF UNITS
ASSOCIATION'S RIGHT OF FIRST REFUSAL

~~1. In the event any unit owner wishes to sell or otherwise convey an interest in his unit, the Association shall have the option to purchase said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell 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.~~

~~2.~~ **1.** Should a unit owner wish to sell 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 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, and~~ the name and address of the person(s) to whom the proposed sale 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 upon the same terms as those specified in the unit owner's notice.~~

~~4. The stated designee of the Board shall have seven (7) days from the date of the notice sent by the Board within which to make a binding offer 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 seven (7) day period 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 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. 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. Members shall have the right of first refusal over non-members to accept such sale or conveyance in an interest in a unit 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. An affidavit of the Secretary of the Association stating that the sale 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.~~

~~8. 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.~~

~~9. Any purchaser 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.~~

~~10. 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 of a unit.~~

~~11. — 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.~~

~~12. — 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.~~

~~13.~~ **2.** 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.