

PREPARED BY AND RETURN TO:
LEVINE LAW GROUP
2500 North Military Trail, Suite 283
Boca Raton, Florida 33431
(561) 999-9925

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
RIVERSIDE LANDING, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium of Riverside Landing, A Condominium was recorded in Official Record Book 5362, at Page 8473, Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article XX111.A of the Declaration, the Declaration may be amended by a majority of the entire membership of the Board of Directors of the Association and by the approval of not less than 2/3 of the voting interests of all members of the Association;

WHEREAS, at a board meeting held on FEBRUARY 11, 2019, a majority of the entire membership of the Board of Directors, approved of the proposed Amendments to the Declaration and the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, at a membership meeting held on February 11, 2019, not less than 2/3 of the voting interests of all members of the Association approved of the proposed amendments to the Declaration in the particulars as set forth in Exhibit "1" to this certificate;

WHEREAS, the certificate of the amendments and Exhibit "1" shall be filed in the Public Records of Brevard County, Florida.

NOW, THEREFORE, the Declaration of Condominium of Riverside Landing, A Condominium shall be amended in the particulars as stated in Exhibit "1" attached hereto; these amendments shall run with the real property known as Riverside Landing, A Condominium, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors, assigns, tenants,

guests and visitors, and except as otherwise amended hereby, shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the vote(s) required by the Declaration of Condominium.

DATED this 14th day of FEBRUARY, 2019.

WITNESSES:

**RIVERSIDE LANDING CONDOMINIUM
ASSOCIATION, INC.**

Nicole Wofford
Print Name: Nicole Wofford

By:

Richard Hynes
Print: _____

Title: President

Katy Brabant
Print Name: Katy Brabant

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

I HEREBY CERTIFY that on the 14th day of FEBRUARY, 2019 before me personally appeared RICHARD HYNES as president of **RIVERSIDE LANDING CONDOMINIUM ASSOCIATION, INC.** who is personally known to me and who did not take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal, in the County of Brevard, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: Janina Day

My commission expires:



EXHIBIT "1"

**AMENDMENTS TO DECLARATION OF CONDOMINIUM OF
RIVERSIDE LANDING, CONDOMINIUM**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Article XII(M) of the Declaration of Condominium shall be amended to read as follows:

"(M) No unit may be leased for any period less than ~~one (1) month~~ six (6) months. 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. Reference to 'leases' and 'tenants' in this Section M and elsewhere in this Declaration shall be deemed to include any occupancy for consideration, including but not limited to licenses and licensees. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease and shall include occupancy by any "non-family" guest in the absence of the owner or tenant as host. A family guest means a parent, grandparent, child, grandchild of the host. A host is deemed "absent" when the host does not occupy the Unit along with the guest. A lease shall exist if any form of consideration (whether for services, bartering, employment or otherwise) is paid or exchanged, however, a live-in caregiver or live-in nanny shall not be considered a lease or a room rental. Any lease, lease renewal license, or change in occupancy under, during or along with a Lease or license of other occupancy for consideration, or guest occupancy as stated above, is referred to in this Section M as a 'Transfer'.

1 Procedures.

A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, the names of the intended occupants to occupy the Unit along with the lessee and such other information as the Board may reasonably require as to the proposed lessee(s) and any intended occupants. No occupancy or placement of personal belongings in the Unit is permitted prior to the Board's approval.

B. Approval. After the required notice and all information and transfer fee requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. The Transfer approval includes approval of the lessees and all intended adult occupants. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

C. Disapproval. A proposed Transfer shall be disapproved if a Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner is delinquent in the payment of assessments or other monetary obligations due and owing to the Association at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;

2. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

3. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to

conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Declaration of Condominium, Articles of Incorporation or By-Laws ("Condominium Documents") and/or Rules and Regulations of the Association;

4. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or felony drug offenses;

5. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the Condominium Documents and/or Rules and Regulations of the Association;

6. The lessee(s) or intended occupants have failed to provide the information required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

7. The Owner fails to give proper notice of his or her intention to lease his Unit to the Board of Directors.

8. The Owner advertises for lease on any medium, including on-line sites, which by the terms of the advertisement constitute a violation of the restrictions contained in Section M of this Declaration.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section be violated.

F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, and other non-financial data relating to the intended lessee(s), and adult occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and adult occupants within the time limits extended to the Association for that purpose as set forth in this Section M, inclusive of criminal background checks. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval set forth in Section M, in the amount not to exceed the maximum allowed by applicable law from time to time (which maximum transfer fee is currently \$100.00 per applicant), with husband and wife, and couples of the same sex who are married to each other, with dependent children, constituting one applicant. Each intended adult occupant who is not a lessee or a dependent child shall be considered a separate applicant, subject to a separate transfer fee.

2. Contents in Lease Agreement. Every lease as of the date of recording of this amendment shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time, which are deemed incorporated into the lease, the failure of which shall constitute a material default and breach of the lease.

B. The Association is entitled to an assignment of rent from the tenant when the Owner is delinquent in the payment of any monetary obligation due and owing to the Association, as provided for in the Condominium Act as amended from time to time. Where the tenant fails to make the required rent payment to the Association, or the landlord collects rent directly from the tenant after the Association provided such notice to the Owner and tenant, same shall be considered a material breach of the lease.

3. Additional Restrictions. Except as otherwise provided in this Subsection '(M)', no rooms may be rented and no subletting shall be permitted. No Unit may be leased or rented for a period of twelve (12) months following the date that an Owner obtained or obtains title to the Lot. In the event that an Owner obtains title to a Lot with a lease in place, that lease may continue in force, and may be renewed or re-leased only if the Owner owned title to the Unit for at least twelve (12) months. No Owner shall advertise on any medium, including any on-line site any occupancy which by the terms of the advertisement constitute a violation of any provision contained in this Section M."

4. Proviso. This Section M shall not apply to any Association-owned Units."

2. Article XII(X) of the Declaration of Condominium shall be deleted in its entirety and not substituted with any provision, as follows:

~~"(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 this Article in any instance in which such variance is not granted."~~