

This instrument was prepared by:  
Kevin L. Edwards, Esquire,  
BECKER & POLIAKOFF, P.A.  
630 S. Orange Avenue  
Sarasota, FL 34236

**CERTIFICATE OF RECORDING  
RESTATED DECLARATION OF CONDOMINIUM OF  
THE RIVERVIEW, A CONDOMINIUM AND  
RESTATED ARTICLES OF INCORPORATION AND BYLAWS OF  
THE RIVERVIEW ASSOCIATION, INC.**

WHEREAS, The Riverview Association, Inc. (hereinafter "Association") is the Florida not for profit corporation required by the Condominium Act to operate and maintain The Riverview, A Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 554 at Page 66 of the Public Records of Manatee County, Florida; and

WHEREAS, the Association is required by Florida Statutes, Section 718.111(12)(a), to maintain copies of the Declaration of Condominium, and the Articles of Incorporation and Bylaws of the Association, which are Exhibits to said Declaration of Condominium, and amendments to these documents (hereinafter collectively "Governing Documents"), as recorded in the Manatee County Public Records, as part of the Association's Official Records pursuant to said statute; and

WHEREAS, the Association has created and attached hereto a set of integrated and Restated Documents (hereinafter "Restated Documents"), which contains all original and amended provisions of the Governing Documents, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents and duly and properly recorded in the Public Records of Manatee County, Florida; and

WHEREAS, the Restated Documents do not contain any new amendment and do not contain any change to language which is currently of record in the Manatee County Public Records; and

WHEREAS, the Association is desirous of recording the Restated Documents in order to have the most up to date and consolidated version of the Governing Documents available in an easy to read format for prospective and current owners, and in order to be able to utilize the Restated Documents as part of its Official Records, as required by said statute and Rule 61B-23.002(5)(c), Florida Administrative Code;

NOW, THEREFORE, the Association files the attached Restated Documents as its Official Governing Documents and reference to previously recorded Governing Documents and amendments thereto is not required to obtain the accurate text.

IN WITNESS WHEREOF, we have set our hands and seals this 11<sup>th</sup> day of April, 2002.

WITNESSES

Sign Kelly A. Simonds  
Print Kelly A. Simonds  
Sign Denise L. Olsen  
Print DENISE L. OLSEN

THE RIVERVIEW ASSOCIATION, INC.

By: Ed Rathke  
Ed Rathke, President

STATE OF FLORIDA  
COUNTY OF MANATEE SARASOTA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2002, by Ed Rathke, as President of The Riverview Association, Inc., a Florida not-for-profit corporation.

Personally Known  OR  
Produced Identification   
\_\_\_\_\_  
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign Denise L. Olsen  
Print DENISE L. OLSEN  
My Commission expires:

99960\_1.DOC

**DENISE L. OLSEN**  
Notary Public, State of Florida  
My comm. exp. July 23, 2004  
Comm. No. CC956378

Return To:  
J.C. Beak  
1400 1st Ave W #603  
Bradenton, FL 34205

**ARTICLES OF INCORPORATION  
OF  
THE RIVERVIEW ASSOCIATION, INC.**

The undersigned, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE I  
NAME**

The name of the corporation shall be THE RIVERVIEW ASSOCIATION, INC. For convenience the corporation shall herein be referred to as the Association.

**ARTICLE II  
PURPOSE**

The purpose for which the Association is organized is stated as follows:

1. A condominium known as "The Riverview" is being constructed upon the following lands in Manatee County, Florida:

Commence at the Southwest corner of Northeast 1/4 of Southwest 1/4 of Section 26, Township 34 South, Range 17 East; thence Northerly along the West line of said Northeast 1/4 of Southwest 1/4, a distance of 1033.2 feet to a point; thence North 89 degrees 25 minutes West, along the North right of way of Second Avenue, West, 148.8 feet to the intersection of the East right of way line of 15<sup>th</sup> Street West (being the back of the sidewalk); thence North 0 degrees 33 minutes East, along the East right of way of said 15<sup>th</sup> Street West, 241.0 feet to a point of curve; thence along a curve to the right with a radius of 30.00 feet and a delta angle of 56 degrees 00 minutes, a chord distance of 28.17 feet to the intersection of the South right of way line of First Avenue West (being the back of the sidewalk); thence North 89 degrees 37 minutes East along said South right of way line, a distance of 146.6 feet to the intersection of the West right of way line of 14<sup>th</sup> Street West; thence South along said West right of way, 238.45 feet; thence South 13 degrees 00 minutes West, along said West right of way of 14<sup>th</sup> Street West, 23.97 feet; thence South 54 degrees 00 minutes West, along said West right of way of 14<sup>th</sup> Street West, a chord distance of 10.5 feet to the point of beginning,

hereinafter called the land.

2. The documents creating the condominium provide for the construction of 48 condominium apartments upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

3. The Association shall make no distribution of income to its members, directors or officers.

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ARTICLE III  
POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit, including those powers set forth in the Condominium Act, Chapter 718, Florida Statutes, which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

- (a) To make and collect assessment against members to defray the costs of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the condominium property.
- (d) The reconstruction of improvements after casualty and the further improvement of the property.
- (e) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.
- (f) To approve or disapprove proposed purchasers, lessees and mortgagees of apartments.
- (g) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.
- (h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land.

ARTICLE IV  
MEMBERS

The qualifications of members, the manner of their admission and voting by members shall be as follows:

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.
2. Membership in the Association shall be established by the recording in the public records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments in the condominium.
4. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

ARTICLE V  
DIRECTORS

1. The affairs of the Association will be managed by a board of not less than three nor more than nine directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three directors.
2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.
3. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

Dan S. Blalock, Jr.	4410 Gulf Drive Holmes Beach, Florida 33510
George F. Baughman	460 Pheasant Drive Sarasota, Florida 33580
William A. Dingwell	3434 Fairview Drive Sarasota, Florida 33580

ARTICLE VI  
OFFICERS

The affairs of the Association shall be administered by officers elected by the board of directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

Dan S. Blalock, Jr. President	4410 Gulf Drive Holmes Beach, Florida 33510
George F. Baughman Vice-President	460 Pheasant Drive Sarasota, Florida 33580
William A. Dingwell Secretary-Treasurer	3434 Fairview Drive Sarasota, Florida 33580

ARTICLE VII  
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement the indemnification here shall apply only when the board of directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII  
BY-LAWS

The By-Laws of the Association shall be adopted by the board of directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX  
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive an approving vote of not less than 75% of the members of the Association. Members not present at the meetings considering the amendment may express their approval in writing.

3. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Manatee County, Florida.

ARTICLE X  
TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the condominium documents.

ARTICLE XI  
SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Dan S. Blalock, Jr.	4410 Gulf Drive Holmes Beach, Florida 33510
George F. Baughman	460 Pheasant Drive Sarasota, Florida 33580
William A. Dingwell	3434 Fairview Drive Sarasota, Florida 33580

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this 28<sup>th</sup> day of June, 1971.

s/ DAN S. BLALOCK, JR.  
s/ GEORGE F. BAUGHMAN  
s/ WILLIAM A. DINGWELL

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, personally appeared DAN S. BLALOCK, JR., GEORGE F. BAUGHMAN and WILLIAM A. DINGWELL, who after begin duly sworn acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 28<sup>th</sup> day of June A.D., 1971.

s/ MARY E. SNEAD  
Notary Public, State of Florida  
My Commission Expires: August 25, 1973

- END -

**DECLARATION OF CONDOMINIUM  
OF  
THE RIVERVIEW ASSOCIATION, INC.**

Historical Note: The Developer of The Riverview, First Manatee Corporation, a Florida corporation for profit, executed this Declaration of Condominium on May 15, 1971 under the authority granted by Chapter 711 of the Florida Statutes, known as the Condominium Act. The Riverview Association, Inc., a non-profit Florida corporation, was organized under Articles of Incorporation executed June 28, 1971 to assume the operation and management of the condominium, as provided by such Articles, the Condominium Act, the Condominium Act and this Declaration of Condominium. In 1976, Chapter 711 of the Florida Statutes was repealed by the Legislature of Florida during the legislative session in which it enacted Chapter 718 of the Florida Statutes, a new Condominium Act. This Condominium Act has been amended in each of the annual general sessions of the Legislature since its enactment, necessitating a continuous examination of the provisions of this Declaration of Condominium in order to determine the extent of need for its revision. Equally important in assuring current legality of the provisions of this Declaration of Condominium is the consideration of the increasing number of appellate court cases and decisions construing the Condominium Act and provisions of various Declarations of Condominium presumably adopted in conformity therewith.

Section I. PURPOSE OF DECLARATION

The purpose of this Declaration of Condominium is to submit the land herein described and the improvements constructed thereon to the condominium form of ownership, to be used in the manner provided by Chapter 718, Florida Statutes, entitled and hereinafter called the "Condominium Act".

A. Name and Address. The name by which this condominium is to be identified is The Riverview, a condominium, located at 1400 1<sup>st</sup> Avenue West, Bradenton, Manatee County, Florida.

B. Legal Description of Land. The land owned by the Developer which is hereby submitted to the condominium form of ownership is the following described land located in Manatee County, Florida:

Commence at the Southwest corner of Northeast 1/4 of Southwest 1/4 of Section 26, Township 34 South, Range 17 East; thence Northerly along the West line of said Northeast 1/4 of Southwest 1/4, a distance of 1033.2 feet to a point; thence North 89 degrees 25 minutes West, 13.7 feet to a point on the North right of way of Second Avenue West, for a point of beginning; thence continue North 89 degrees 25 minutes West, along the North right of way of Second Avenue, West, 148.8 feet to the intersection of the East right of way line of 15<sup>th</sup> Street West (being the back of the sidewalk); thence North 0 degrees 33 minutes East, along the East right of way of said 15<sup>th</sup> Street West, 241.0 feet to a point of curve; thence along a curve to the right with a radius of 30.00 feet

and a delta angle of 56 degrees 00 minutes, a chord distance of 28.17 feet to the intersection of the South right of way line of First Avenue West (being the back of the sidewalk); thence North 89 degrees 37 minutes East along said South right of way line, a distance of 146.6 feet to the intersection of the West right of way line of 14<sup>th</sup> Street West; thence South along said West right of way, 238.45 feet; thence South 13 degrees 00 minutes West, along said West right of way of 14<sup>th</sup> Street West, 23.97 feet; thence South 54 degrees 00 minutes West, along said West right of way of 14<sup>th</sup> Street West, a chord distance of 10.5 feet to the point of beginning,

## Section II. DEFINITIONS

The following definitions shall apply to this Declaration of Condominium, the By-Laws and other condominium documents, unless the context clearly indicates otherwise. In each instance in which the definition is included in the Condominium Act, the citation of the statutory provision follows the definition.

A. Apartment - A part of the condominium building that is subject to exclusive ownership and designed for residential living. Balconies and terraces that are contiguous to apartments are considered to be parts of such apartments. "Apartment" as used in this Declaration of Condominium has the same meaning as the term "Unit".

B. Association - The Riverview Association, Inc., a Florida non-profit corporation by virtue of which the apartment owners act as a group in accordance with this Declaration of Condominium and other condominium documents in meeting their responsibilities in the operation of The Riverview, a condominium. (See sec. 718.103(2) F.S.)

C. Board of Directors - The representative body responsible for the administration of the Association; also called, by statute, the Board of Administration. (See sec. 718.101 F.S.)

D. By-Laws - The rules governing the administration and the operation of the condominium property. (See sec. 718.112(1) F.S.)

E. Common Elements - All of the condominium property, real and personal, that is not included within the apartments. (See sec. 718.103(6) F.S.)

F. Common Expenses - All expenses and assessments properly incurred by the Association for the condominium. (See sec. 718.103(7) F.S.)

G. Common Surplus - The excess of all receipts of the Association collected on behalf of a condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses. (Sec. 718.103(8) F.S., as amended, 1984.)

H. Condominium - That form of ownership of real property which is created pursuant to the provisions of Chapter 718, Florida Statutes, and which is comprised of units (apartments) that

may be owned by one or more persons, and there is appurtenant to each unit (apartment) an undivided share in the common elements. (Sec. 718.103(9) F.S.)

I. Condominium Act - Chapter 718 of the Florida Statutes.

J. Condominium Property - The lands, leaseholds, and personal property that are subject to condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium. (Sec. 718.103(11) F.S.)

K. Declaration; Declaration of Condominium - The instrument by which the condominium is created. (See sec. 718.103(12) F.S.)

L. Developer - First Manatee Corporation, a Florida corporation, the creator of The Riverview, a condominium. (See sec. 718.103(13) F.S.)

M. Land, The - The land submitted to the condominium form of ownership, the legal description of which appears in Section I, B of this Declaration.

N. Limited Common Elements - Those common elements that are reserved for the use of a certain unit (apartment) or of certain units (apartments) to the exclusion of other units (apartments), as specified in this Declaration of Condominium. (Sec. 178.103(14) F.S.)

O. Parcel or Condominium Parcel - A unit (apartment) together with the undivided share in the common elements that are appurtenant to the unit (apartment). (Sec. 178.103(10) F.S.)

P. Singular, Plural, Gender - Whenever the context permits, the use of the plural shall include the singular, and likewise the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Q. Unit - The part of the condominium property that is subject to exclusive ownership. "Unit", as used herein, has the same meaning as the term "apartment". (See sec. 178.103(16) F.S.)

R. Unit Owner - The owner of a condominium parcel. (Sec. 178.103(17) F.S.)

S. Association Property - Property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members. (As added, Sec. 718.103(3) F.S., 1984.)

T. Land - Unless otherwise defined in the declaration as hereinafter provided, the surface of a legally described parcel of real property and shall include unless otherwise specified in the declaration, and whether separate from or including such surface, air space lying above and subterranean space lying below such surface. However, if so defined in the declaration, land may mean all or any portion of the air space or subterranean space between two legally identifiable

elevations and may exclude the surface of a parcel of real property, and may mean any combination of the foregoing whether or not contiguous. (As added, Sec. 718.103(23) F.S., 1984.)

U. Special Assessment- Any assessment levied against unit owners other than the assessment required by a budget adopted annually. (As added, Sec. 718.103(24) F.S. in 1984.)

V. Voting Certificate - A document that designates one of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a condominium unit owned by more than one owner or by any entity. (As added, Sec. 718.103(25) F.S., in 1984.)

W. Voting Interest - The voting rights distributed to the Association members pursuant to Section 718.104(4)(I). (As added, Sec. 718.103(26) F.S., 1984.)

### Section III. DEVELOPMENT PLAN

The condominium was developed in the following manner:

A. Plot Plan - The improvements were placed upon the land and located as depicted upon the plot plan and survey which is attached and made a part hereof as Exhibit A.

B. Easements - Easements are reserved throughout the condominium property for whatever utilities services may be necessarily installed or required to adequately serve the condominium.

#### C. Improvements:

##### (1) Condominium Building and Common Elements; Limited Common Elements.

The condominium building contains forty-seven apartments (units), one less than the original forty-eight, due to the merging of Apartment 604 with Apartments 603 and 605, in a manner presented in Sec. IV, D of this Declaration.

The common elements at The Riverview include real and personal property consisting of, but not necessarily limited to, the lobby and adjacent closet, cardroom and adjacent lavatory, furnishings in lobby and cardroom, work and utility rooms, laundry rooms, mail boxes, elevator, trash chute, building walkways and carpeting thereon, entrance ways and carpets, roof and exterior walls, yards, trees and shrubbery, sprinkling and lightning systems, all parking areas, covered parking building, yard tools and machines, cleaning machines and materials, trash receptacles, condominium files and records, and building and utility easements. (See sec. 718.108(1) F.S.)

The covered parking area of The Riverview, in addition to being a common element, also is classified as a limited common element by virtue of being a common element that is reserved under this Declaration for the use of certain apartments to the exclusion of other apartments. (See sec. III, C(2)(b) Declaration of Condominium.

(2) Uncovered and Covered Parking Areas - Regulation.

All uncovered and covered parking areas of The Riverview are common elements of the condominium property and, as such are subject to regulation by the Association. The classification of the covered parking area as a limited common element shall not affect this right to regulate, except insofar as an apartment owner's exclusive right to use a designated covered parking space, as provided in this Declaration, is inconsistent therewith.

The building on the land comprising the covered parking area shall not be altered materially in structure or appearance without the prior approving vote of a majority of the voting interests of the Association.

The uncovered and covered parking areas shall be used only for the parking of automobiles, subject to exceptions made by the Board of Directors.

(a) Uncovered Parking Spaces. Until the Association, by formal action, provides otherwise, all uncovered parking spaces shall be available for use by the residents of The Riverview, their guests and service vehicles with no right to the exclusive use of a particular uncovered parking space vesting in any person.

The Association is hereby authorized to assign designated uncovered parking spaces to specifically identified apartment owners for the exclusive use of their apartments. Uncovered parking spaces also may be reserved for automobiles of guests of residents of The Riverview and for service vehicles. All reservations of uncovered parking spaces shall be subject to such conditions and for such duration of time as approved by a majority of the voting interests of the Association.

(b) Covered Parking Spaces.

1. Assignments Authorized. The Developer is hereby authorized to assign, for or without a valuable consideration, only to an owner of an apartment of The Riverview, an exclusive right to use a designated covered parking space without a specific limitation as to the duration of such use. Such a right may be reassigned successively by the assignee thereof only to an owner of an apartment of The Riverview, in conformity with the following provisions of this section of this Declaration of Condominium.

2. Nature of Assigned Interest; Effect of Assignment on Titles to Land and Building and Ownership of Common Elements. The covered parking area, and each covered parking space in the area, is a common element which, by statutory definition, is a portion of the condominium property that is not subject to exclusive ownership. (See sec.'s

718.103(6) and (16) and 718.108(d)(2) F.S.) The interest in a covered parking space that may be assigned under the authority of this Declaration of Condominium is the exclusive right to use a designated covered parking space. Neither this exclusive right nor its assignment affects the legal title to the land and building comprising the covered parking spaces; the legal title remains in the membership of the Association. The land and covered parking building also remain as common elements, even though additionally classified as limited common elements by virtue of being reserved for the use of certain apartments to the exclusion of other apartments. (Sec. 718.103(14); cf. Sec. 718.113(1) F.S.)

The assignment of the exclusive right to use a covered parking space shall in no way affect the percentage of the total common elements that is appurtenant to each apartment of The Riverview, as provided in Section IG, G(1) of this Declaration of Condominium. Each percentage represents the extent of the ownership of an undivided interest in the common elements that is vested in the owner of the particular apartment to which the percentage pertains, and this percentage is neither increased nor decreased by such assignment.

3. The Exclusive Right to Use a Covered Parking Space Considered as an Appurtenance of an Apartment.

(a) Apartment Ownership as Basis for Exclusive Right as an Appurtenance.

The exclusive right to use a designated covered parking space shall be owned by an assignee only as an appurtenance of his apartment of The Riverview. (See sec. 718.106(2)(b) F.S.)

(b) One Apartment - One or More Exclusive Rights as Appurtenances.

If only one apartment of The Riverview is owned by an assignee of one or more exclusive rights to use designated covered parking spaces, each of such exclusive rights shall be considered to be an appurtenance of that apartment.

(c) More Than One Apartment - One or More Exclusive Rights as Appurtenances.

If more than one apartment of The Riverview is owned by an assignee of one or more exclusive rights to use designated covered parking spaces, such exclusive rights shall remain as appurtenances of the apartments to which they were or became appurtenant when the owner received the assignments of such exclusive rights.

The preceding paragraph is subject to the owner's authority, hereby granted, to transfer such an appurtenant exclusive right from one of his apartments to another of his apartments by having recorded in the official public records of Manatee County, Florida a written instrument entitled, "Transfer of Appurtenant Exclusive Right

Between Apartments of Same Owner", containing the following: (1) A statement of the transferring-owner's ownership of the exclusive right to use the designated covered parking space and the two apartments of The Riverview that are involved in the transfer; (2) A statement that the exclusive right to use the designated covered parking space as an appurtenance of a specifically-designated apartment of The Riverview is presently recorded in the public records of Manatee County, Florida, including the specific book and page of such records; (3) A statement of the transferring-owner's intent to transfer the exclusive right to use the designated covered parking space from the specifically-designated apartment to the other specifically-designated apartment, such exclusive right then to be deemed as an appurtenance of the latter apartment; (4) A statement of the effective date of this transfer as being the date that it is recorded in the public records of Manatee County, Florida; (5) Signature of the transferring-owner in the presence of two subscribing witnesses; (6) Jurat of Notary Public.

(d) Conveyance of Apartment After Transfer of Exclusive Right.

The fee simple title to an apartment that has no exclusive right to use a covered parking space as an appurtenance thereto, by virtue of the apartment owner's transfer of such right or rights as authorized in subsection (c) immediately above, may be conveyed by warranty deed as being free of such exclusive rights, as appurtenances.

4. Methods of Assigning Exclusive Right to Use Covered Parking Space.

(a) Assignment of the Exclusive Right Simultaneously with Conveyance of Apartment as Required by Statute.

Section 718.106(2)(b), Florida Statutes, provides that there pass with a condominium unit, as an appurtenance thereto, the exclusive right to such portion of the common elements as may be provided in the Declaration and, under section 718.109, Florida Statutes, the legal description of the condominium property includes all appurtenances to the unit concerned, whether or not separately described.

These statutory provisions apply to the exclusive right to use a designated covered parking space as provided in the Declaration, and no provision of the Declaration shall be inconsistent therewith. (See section 718.111(4) F.S.) Accordingly, in conformity with these statutes, a warranty deed whereby title to an apartment of The Riverview is conveyed includes as an appurtenance of such apartment the owner's exclusive right to use a covered parking space that is an appurtenance of the apartment even though the exclusive right is not expressly referred to in the warranty deed, since the exclusive right, as an appurtenance of the apartment, is considered as being included in the legal description of the apartment property. In the event that the grantor is conveying the only apartment that he owns at The Riverview but is the assignee of more than one exclusive right to use designated covered parking spaces, all of

such exclusive rights shall be considered as appurtenances of such apartment and are likewise conveyed with the apartment.

When exclusive rights to use covered parking spaces pass without being mentioned in the conveying instrument, as provided in the Florida statutes cited in the preceding paragraph, a serious problem of practical and legal importance may arise with reference to the question of properly identifying an exclusive right to use a certain covered parking space as an appurtenance of a particular apartment. In order to minimize the frequency with which this problem arises, the grantee in the conveyance of the apartment shall have recorded in the official public records of Manatee County, Florida his notarized affidavit stating that on the date that he received title to the legally described apartment, he also received as an appurtenance or appurtenances thereto the exclusive right or rights to use the designated covered parking space or spaces, under the authority of Section 718.106(2)(b), Florida Statutes. The grantee also shall file a copy of the recorded affidavit with the Secretary of the Association.

(b) Preferable Alternative Methods of Assigning the Exclusive Right Simultaneously with Conveyance of Apartment.

Two methods of assigning the exclusive right to use a covered parking space as an appurtenance of an apartment simultaneously conveyed are presented herein, either of which is available and preferable to the assignment being made by operation of law under the statutes described in subsection (a) immediately above. The grantor in the conveyance of the apartment may (1) expressly include each assignment of an exclusive right to use a designated covered parking space in the warranty deed wherein the title to the apartment is conveyed, or (2) he may make the assignment by an instrument of assignment distinct from the warranty deed conveying title to the apartment.

Each of the two preferable alternative methods of making such assignments shall include the following information: (1) The subject of the assignment is the exclusive right to use a designated covered parking space of The Riverview; (2) The location of The Riverview; (3) The exclusive right to use the specifically designated covered parking space shall be considered to be an appurtenance of the specifically designated apartment that is being simultaneously conveyed; (4) The nature of the consideration that was received for the assignment; (5) The effective date of the assignment; (6) Assignor's signature in the presence of two subscribing witnesses; (7) Jurat of Notary Public. The assignees shall be responsible for submitting the instrument of assignment, whether it is a warranty deed that also conveys title to the apartment or an instrument of assignment distinct from such deed, to be recorded in the public records of Manatee County, Florida. The assignee also shall file a copy of this instrument with the Secretary of the Association.

(c) Assignment of the Exclusive Right Independently of Conveyance of Apartment.

The exclusive right to use a designated covered parking space may be assigned by the owner of the apartment of The Riverview of which it is an appurtenance to another owner of an apartment of The Riverview without a conveyance, concurrent or otherwise, of an apartment. The instrument of assignment shall: (1) State that the assignment of the exclusive right to use a designated covered parking space which presently is an appurtenance of a specifically designated apartment of The Riverview owned by the assignor is hereby assigned to the named assignee and henceforth shall be considered to be an appurtenance of a designated apartment of The Riverview owned by the assignee; (2) State the nature of the consideration received by the assignor for making the assignment; (3) State the effective date of the assignment as being the date the instrument of assignment is recorded in the official public records of Manatee County, Florida; (4) Be signed by the assignor in the presence of two subscribing witnesses; (5) Be concluded by a Notary Public's jurat. This instrument of assignment shall be recorded in the official public records of Manatee County, Florida, and a copy thereof shall be filed with the Secretary of the Association.

5. Responsibility of Assignee of Exclusive Right to Pay Cost of Maintenance of Covered Parking Area.

The covered parking area of The Riverview, by virtue of being reserved for the use of certain apartments to the exclusion of other apartments, is classified as a limited common element. (See Section II, N Declaration of Condominium.) Section 178.113(1) of the Florida Statutes authorizes the inclusion in the Declaration of Condominium of a provision requiring that a limited common element shall be maintained by those entitled to use such limited common element.

Accordingly, such apartment owner who is an assignee of an exclusive right to use a covered parking space of The Riverview shall be responsible for paying his proportionate share of the cost of the maintenance of the covered parking area, provided that if such an assignee or his agent, invitee or lessee intentionally or negligently causes damage to any part of the covered parking area, the assignee shall be responsible for the payment of the entire cost of repairing the damaged property. The amount payable under this subsection of the Declaration of Condominium by such assignee shall be determined by the Board of Directors with the approval of a majority of the voting interests of the Association, and shall constitute a lien upon the apartment of The Riverview owned by such assignee.

6. Lease of an Exclusive Right to Use a Covered Parking Space.

The exclusive right to use a covered parking space of The Riverview may be leased only to an owner of an apartment of The Riverview, and the use of the covered parking space shall be limited to the parking of an automobile. Such a lease shall be terminated immediately upon the sale of the apartment of which the exclusive right is an appurtenance or upon the death of the lessor, notwithstanding a provision in the lease to the contrary.

Section IV. APARTMENTS: BOUNDARIES, TERRACES AND BALCONIES:  
APPURTENANCES AND EASEMENTS

Each apartment is comprised of the enclosed living quarters and the adjacent open terrace or balcony, except Apartments G-3 and G-4 which are comprised only of the enclosed living quarters. The boundaries of the apartments shall be determined in the following manner.

A. Boundaries of Apartment Exclusive of Terrace or Balcony.

The upper and lower boundaries of each apartment exclusive of a terrace or balcony shall be the following boundaries extended to intersect with the perimetrical boundaries:

- (1) Upper Boundary - the horizontal plane of the undecorated finished ceiling.
- (2) Lower Boundary - the horizontal plane of the undecorated finished floor.

B. Perimetrical Boundaries of Apartment.

The vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersect with the upper and lower boundaries.

C. Boundaries of Terrace and Balcony.

Each terrace or balcony that is adjacent to and serves one apartment to the exclusion of other apartments shall be deemed as being a part of the apartment served, the upper and lower boundaries and the peri-metrical boundaries of which shall be determined by the extension of the horizontal planes of the ceiling and floors of the room or rooms that are contiguous to the terrace or balcony to intersect with the vertical planes of the walls of the interior of the terrace or balcony.

D. Identification of Apartments by Exhibits.

There is attached to this Declaration of Condominium, as Exhibits B-1, B-2 and B-3, and made a part hereof, a plan setting forth each apartment by number, location and dimension, said exhibits accurately representing the boundaries and portions comprising each apartment, except for the present merger of Apartment Number 604 with Numbers 603 and 605. (See sec. III, C(1) of this Declaration concerning this merger of apartments.)

E. Appurtenances of Apartments.

Subject to Section III C(2)(b)2, C3 and C4(a), (b) and (c) of this Declaration of Condominium, the ownership of each apartment includes, and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the rights, title

and interest of an apartment owner in the condominium property which shall include but not be limited to the following items:

(1) Common Elements and Common Surplus. The undivided interests of the ownership of the apartments of The Riverview in the common elements and common surplus, as defined in Section II, E and G of this Declaration of Condominium, are hereby determined proportionally as provided in the following Table of Percentages. The Association also may use the Table for other purposes.

In the event that this Table of Percentages is used as a basis for the assessment of a general maintenance fee upon the apartment owners and the mathematical result is in a dollar amount plus an amount in cents, the amount in cents shall be omitted and the assessment shall be made only in the dollar amount. Such an omission shall not be considered as a violation of any part of this Declaration of Condominium, provided the Board of Directors, by a majority vote, approves of such action.

The assignment of the exclusive right to use a covered parking space, as provided in Section III, C(2), (b)1 of this Declaration, shall in no way affect the percentages in the Table.

(2) Membership in Association. Membership in the Association with full voting rights appertaining thereto, as provided in Sec. 718.106(2) F.S., as amended in 1984, and the funds and assets held by the Association. Such membership is subject to two procedural requirements provided in Section IV, 2 of the Articles of Incorporation which requires: (1) that such membership shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and (2) that delivery of a certified copy of such instrument shall be made to the Association. Accordingly, eligibility to exercise voting rights or to hold office in the Association shall be suspended until the delivery of such an instrument is accomplished.

(3) Automobile Parking Spaces. Automobile parking spaces, but only as consistent with Section III, C of this Declaration of Condominium.

(4) Easements for Benefit of Apartments. Easements for the benefit of the apartments, subject to the easements for the benefit of other apartments and the Association.

(5) Easement for Air Space. An exclusive easement for the use of air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easements shall be terminated automatically in any air space which is vacated from time to time.

(6) Cross Easements. The following easements from each apartment owner to another apartment owner and to the Association:

(a) Ingress and Egress. Easements to the common area for ingress and egress.

TABLE OF PERCENTAGES  
OF  
UNDIVIDED INTEREST OF APARTMENT OWNERS  
IN  
COMMON ELEMENTS AND COMMON SURPLUS  
(See sec. 718.115(2) & (3) F.S.)

<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>	<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>
101 (G-1)	2.1141%	501	2.1142%
102 (G-2)	2.1223%	502	2.1224%
103 (G-3)	.9647%	503	2.1256%
104 (G-4)	1.4934%	504	2.1256%
105 (G-5)	2.1223%	505	2.1224%
106 (G-6)	2.1141%	506	2.1142%
201	2.1141%	601	2.1142%
202	2.1223%	602	2.1224%
203	2.1255%	603	3.7167%
204	2.1255%	604 Merged w/ #603 & #605	
205	2.1223%	605	2.6567%
206	2.1141%	606	2.1142%
301	2.1141%	701	2.1142%
302	2.1223%	702	2.1224%
303	2.1255%	703	2.1256%
304	2.1255%	704	2.1256%
305	2.1223%	705	2.1224%
306	2.1141%	706	2.1142%
401	2.1141%	801	2.1142%
402	2.1223%	802	2.1224%
403	2.1256%	803	2.1256%
404	2.1256%	804	2.1256%
405	2.1224%	805	2.1224%
406	2.1141%	806	<u>2.1142%</u>
			100.0000%

(b) Maintenance, Repair and Replacement. Easements through the apartments and common elements for maintenance, repair and replacement of the apartments, but only during reasonable hours; access shall be available at any time in case of emergency.

(c) For Support of Building. Each portion of an apartment contributing to the support of the apartment building shall be subject to an easement for support of all other apartments and common elements in the building.

(d) Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service to other apartments and the common elements, provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owner.

Section V. MAINTENANCE OF CONDOMINIUM PROPERTY

A. Maintenance of Apartments.

(1) Responsibility of the Association. The Association shall maintain, repair and replace at the Association's expense the following:

(a) All portions of the apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixture on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which services part or parts of the condominium other than the apartment within which contained.

(c) All incidental damages caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(2) Responsibility of Apartment Owner. The responsibility of the apartment owner shall be as follows:

(a) To maintain, repair and replace all portions of his apartment, including the balcony or terrace, except the portions thereof that are to be maintained, repaired and replaced by the Association. All maintenance shall be accomplished without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(c) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(d) To maintain carpeting in all areas of the apartment except the kitchen, bathroom, balcony and terrace.

(3) Prohibited Alterations and Improvements. No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association nor remove any portion thereof, nor impair any easement, without first obtaining approval of at least 75% of the voting interests of the other apartments.

B. Maintenance of Common Elements.

(1) Responsibility of the Association. The maintenance and operation of the common elements shall be the responsibility and expense of the Association. (See Sec. 718.114(1) F.S.)

(2) Alterations of and Additions to Real Property Comprising Common Elements. After the completion of the improvements included in the common elements, there shall be no alterations nor further improvement of the real property constituting the common elements without first obtaining the approval in writing of not less than 75% of the voting interests of the Association. The disapproving vote of an apartment owner shall not relieve him of the obligation to pay his share of the costs or assessments concerning the improvements once the required percentage of approving votes has been cast and recorded in the records of the Association. In the event that a majority of the Board of Directors considers that a reasonable doubt exists concerning whether this subsection or Sec. V, A(3) applies to a specific situation, the latter shall be applied. After the required written approval, all apartment owners may be assessed their shares of the cost as determined by use of the Table of Percentages of Undivided Interests of Apartment Owners in Common Elements and Common Surplus, as set forth in Section IV, G(1) of this Declaration.

(3) Maintenance of Limited Common Element Consisting of Covered Parking Area. The maintenance of the limited common element consisting of the covered parking area shall be the responsibility of the apartment owners who are the assignees of the exclusive right to use designated covered parking spaces, as provided in Section III, C(2)(b)5 of this Declaration. (See sec. 718.113(1) F.S.) Adequate and appropriate insurance on the covered parking building is the responsibility of such assignees as to the payment of costs, the Board of Directors being responsible for the determination of the adequacy and appropriateness of the insurance.

Section VI. ASSESSMENTS

Assessments against the apartment owners shall be made by the Association to pay the common expenses and shall be imposed pursuant to the By-laws of the Association, subject to the following provisions:

A. Apartment Owner's Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as his undivided share in the common elements, as provided in Section IV, G(1) of this Declaration. The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, costs of fire and extended coverage insurance, and other expenses designated or inferred to be common expenses in this Declaration of Condominium or by the By-laws of the Association. (Sec. 718.115(1) & (2) F.S.)

(1) The Association shall not charge any fee against a unit owner for the use of common elements or association property unless such use is the subject of a lease between the Association and the unit owner. (See Sec. 718.111(6) F.S. as amended, 1984.) Coins inserted in Association owned machines that dispense items for sale and in Association-owned washing machines and dryers shall not be considered as fees under this provision.

B. Interest on Delinquent Payments of Assessments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments shall be applied first to interest due and then to the assessment payment that is delinquent. (Sec. 718.116(3) F.S. as amended, 1984.)

(1) Within 15 days after request by a unit owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the unit owner with respect to the condominium parcel. Any person other than the owner who relies upon such certificate shall be protected thereby. (Sec. 718.116(7) F.S. as amended, 1984.)

C. Association's Lien for Unpaid Assessment. The Association shall have a lien on the apartment for the amount of a delinquent assessment plus interest and a reasonable attorney's fee incurred by the Association incident to the collection or enforcement of the lien. The lien is effective upon the recording of the lien in the Public Records of Manatee County, Florida. No such lien recorded after October 1, 1984, shall continue for a longer period than one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgement of foreclosure. (See Sec. 718.116(4)(a) F.S. as amended, 1984.)

D. Special Assessments. Special assessments shall be made only after written notice therefor to the unit owners. After such notice, and upon approval in writing of a majority of the voting interests of the Association, the assessment shall become effective and shall be due after thirty days notice thereof in such manner as the Board of Directors or the Association may require. The written notice must be sent or delivered to each unit owner and shall specify the purpose or purposes of the special assessment. The funds collected pursuant to a special

assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the unit owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus. (See Sec. 718.116(9) F.S. as amended, 1984.)

E. Legal Actions Available to Association Concerning Unpaid Assessment.

(1) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of liens. (Sec. 718.116(5) F.S.) (See Sec. VI, C for the time limitation within which such action must be taken.)

(2) If the apartment owner remains in possession of the unit and the claim of lien is foreclosed, the court, in its discretion, may require the apartment owner to pay a reasonable rental for the apartment and the Association shall be entitled to the appointment of a receiver to collect the rent. (Sec. 718.116(5)c F.S.)

(3) The Association shall have the power to purchase the apartment at the foreclosure sale and to hold, lease, mortgage or convey it. (Sec. 718.116(5)(d) F.S.)

Section VII. THE ASSOCIATION

At such time as twenty-five units shall have been sold and conveyed, or two years from the filing and recording of this Declaration, whichever event occurs first, the operation and management of the condominium shall be assumed by The Riverview Association, Inc., a corporation not-for-profit organized under the laws of the State of Florida. All apartment owners are members of the Association. (See Sec. 718.111(1) F.S.)

A. Articles of Incorporation. The Association is incorporated under Articles of Incorporation a copy of which is attached hereto as Exhibit C. Any other form of organization for the Association may be substituted upon the approval of 75% of the members thereof. (See Sec. 718.111(1) F.S.)

B. By-laws. The by-laws of the Association shall be in the form attached as Exhibit D until the same are amended in the manner provided by said by-laws. (See Sec. 718.112 F.S.)

C. Duties and Powers. The duties and powers of the Association shall be those set forth in the Condominium Act and the applicable provisions of Chapters 607 and 617 F.S., the condominium documents which consist of this Declaration of Condominium, the Articles of Incorporation and the By-laws of this Association, together with those duties and powers reasonably implied to effect the purpose of the Association and condominium. Such duties and powers shall be exercised in the manner provided by these statutory enactments and the condominium documents. The Association may contract, sue or be sued with respect to its powers. (See Sec. 718.111(14) F.S., as amended, 1984.)

D. Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by the elements, apartment owners or other persons.

E. Association Property Held for Benefit of Members. The Association has the power to acquire title to property and all funds and the title to all properties acquired by the Association and the proceeds therefrom shall be held only for the benefit of its members and for the purposes stated in the Condominium Act, the applicable provisions of Chapters 607 and 617, F.S., and the condominium documents. (See Sec. 718.111(14) F.S., as amended, 1984.)

The Association has the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey them. (Sec. 178.111(8) F.S.)

F. Shares of Members Protected. The share of each member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

Section VIII. LEASEHOLD AND MEMBERSHIP INTERESTS OF ASSOCIATION  
(as originally adopted)

The Association, in addition to all other powers granted to it herein by the laws of the State of Florida, shall have the power to acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessor or use interests in land or facilities including but not limited to country clubs, golf courses, marinas, swimming pools, and other recreational facilities, whether or not the same are contiguous to the lands of the condominium. The expenses of such rentals, membership fees, operations, replacements and other undertakings in connection therewith may be declared as common expenses as determined by the Board of Directors of the Association. (See Sec. 718.114 F.S.)

Section IX. INSURANCE

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the association property, and the condominium property required to be insured by the Association pursuant to subsection B(a) herein. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times. (Sec. 718.111(9) F.S., as amended, 1984.)

A. Insurance Agency Qualifications. All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in Manatee County, Florida, and shall be issued by an insurance company authorized to do business in Florida.

B. Coverage.

(1) All buildings and improvements upon land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the following:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement. All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or existed at the time the unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. (Sec. 718.111(9)(b) F.S., as amended, 1984.) Insurance policies issued to individual unit owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of sub-rogation against the Association. (Sec. 718.111(9)(c), as amended in 1984.)

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.

(2) Public liability shall be insured against in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owner automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(3) Workers' Compensation Law liability.

(4) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon the insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance Trustee; Shares of Proceeds. All insured policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgages as their interests appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds.

The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgages in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(1) Proceeds on Account of Damage to Common Elements. The undivided share of insurance proceeds for damage to the common elements to which each apartment owner is entitled is the same as his undivided share in the common elements as set forth in Section IV, G (1) of the Declaration of Condominium.

(2) Proceeds on Account of Damage to Apartments. The owners of damaged apartments shall share in the undivided insurance proceeds for such damage in proportion to the cost of repairing the damage suffered by each apartment owner as determined by the Association.

If the building is totally destroyed or will not be restored, each apartment owner's share in the insurance proceeds shall be in the same proportion as his share in the common elements is determined in accordance with Section IV, G(1) of this Declaration of Condominium.

(3) Mortgagee's Share of Insurance Proceeds. In the event a mortgagee endorsement of an insurance policy has been issued as to an apartment and is deposited with the Insurance Trustee, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the apartment owner and mortgagee.

E. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners as follows:

(1) Trust Expenses. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

(2) Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as provided in Section X of this Declaration of Condominium. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgages being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(3) Failure to Repair or Reconstruct. If it is determined in the manner provided in Section X of this Declaration of Condominium that the damage for which the proceeds are paid shall not be repaired or reconstructed, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgages being

payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(4) Certification of Names of Owners Entitled to Insurance Proceeds. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, made by the President and Secretary thereof, as to the names of the apartment owners and their respective shares of the distribution.

F. Association as Agent. The Association hereby is irrevocably appointed agent of each apartment owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of the claims.

G. Enforcement of Mortgagee Provisions. All provisions of this Declaration under which a mortgagee may benefit may be enforced by the mortgagee and the mortgagee shall have standing in any court of competent jurisdiction to accomplish this objective.

#### Section X. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged from casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner provided in Sec. XV, B of this Declaration of Condominium that the condominium shall be terminated.

(2) Apartment Building.

(a) Lesser Damage. If the damaged improvement is the apartment building, and if the apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenant able, the damaged property shall be reconstructed or repaired, unless within 60 days after the casualty it is determined in the manner provided in Section XV of this Declaration of Condominium that the condominium shall be terminated.

(b) Major Damage. If the damage improvement is the apartment building, and if the apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenant able, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as provided in Section XV of this Declaration of Condominium, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(3) Plans and Specifications of Reconstruction or Repair. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for

the original building or as the building was last reconstructed, or in accordance with plans and specifications approved by the Board of Directors of the Association, which approval shall not be withheld unreasonably.

(4) Certificate of Determination of Necessity for Reconstruction or Repair.

The Insurance Trustee may rely upon a certificate of the Association, made by the President and Secretary thereof, in determining whether or not the damaged property is to be reconstructed or repaired.

B. Responsibility of Apartment Owner. If the damage is only to those parts of one apartment for which the responsibility for maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility for reconstruction and repair after casualty shall be that of the Association.

C. Estimates of Costs After Casualty. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to replace the damaged property in a condition as good as that existing before the casualty.

D. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs or reconstruction or repair by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, the funds for the payment of costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements as set forth in Section IV, G(1) of this Declaration of Condominium.

E. Reconstruction and Repair Funds of Association. The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment for such costs in the following manner:

(1) Disbursement by Association. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association exceeds the total of the annual assessments for recurring expenses made during the year in which the casualty occurred, the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(2) Insurance Trustee's Disbursements of Construction Fund. The proceeds of insurance collected on account of a casualty, and the sum deposited with the Insurance Trustee by the Association from collection of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Disbursement to Apartment Owner and Mortgagee. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may determine.

(b) Disbursement by Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than the total annual assessments for recurring expenses made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon the request to the Insurance Trustee by the mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for with reference to the reconstruction and repair of major damage.

(c) Disbursement by Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than the total of the annual assessments for recurring expenses during the year in which the casualty occurred, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(d) Distribution of Balance of Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repairs shall be from insurance proceeds; if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund was established, such balance shall be distributed to the apartment owners and their mortgagees, if any, who are the beneficial owners of the fund.

(e) Certificate Designating Payees from Insurance Fund. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by the President and Secretary thereof, stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required herein to be named as payee, the Insurance Trustee also shall name the mortgagee as a payee, and further provided that when the Association or a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund so require, the approval of an architect named by the Association first shall be obtained.

(f) Equitable Relief Available to Apartment Owner. In the event of substantial damage or destruction of all or a substantial part of the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition. (Sec. 718.118 F.S.)

#### Section XI. USE RESTRICTIONS

The use of the property at The Riverview shall be in accordance with the following provisions and as provided in the By-Laws and Regulations of the Association:

A. Apartments. Each of the apartments shall be occupied only for residential purposes. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and eighteen (18) years of age, or older, may occupy and reside in a unit as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a unit on a permanent basis but may occupy a unit on a temporary basis, not to exceed ninety (90) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community, even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty (80%) percent (or the minimum as may be established by law from time to time) of the units in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community comply with Fair Housing laws, as the same may be amended from time to time, which currently requires that at least eighty (80%) percent of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a unit as of the date of adoption of this Amendment.

B. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the residents of the apartments. (Sec. 718.106(d)(3) F.S.)

C. Nuisances Prohibited. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents and that interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the subject property shall be observed. The responsibility for meeting the requirements of governmental bodies which require maintenance, modification or repair of condominium property shall rest with the persons or entity who bear the responsibilities for the maintenance and repair of the property concerned.

E. Leasing of Apartments. A lease of only a part of an apartment is not permitted. A lease of an entire apartment may be made provided the occupancy of such leased apartment does not exceed four persons, each of whom is no less than eighteen years of age. Apartments G-3 and G-4 are excepted from this occupancy requirement to the extent that two persons is the maximum number permitted to occupy each of these apartments. Leases and rentals shall be allowed for periods of not less than ninety days and no more than two rental periods shall be permitted in any calendar year.

F. Regulations. Regulations concerning condominium property may be made and amended from time to time by the Association in the manner provided in the By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium. (See Sec. IV, 5 By-Laws.)

G. Maintenance of Pets. Pets are prohibited at The Riverview as expressly provided in the Regulations of The Riverview.

## Section XII. RESTRICTIONS ON TRANSFERS AND LEASES OF APARTMENTS

An apartment owner, or anyone acting in his behalf, who is contemplating the sale or lease of his apartment at The Riverview is urged to contact the Secretary-Treasurer of The Riverview Association, Inc., and request a copy of a written statement of his obligations to a potential purchaser or lessee and to The Riverview Association, Inc., as such obligations are imposed by the condominium documents and pertinent Florida statutes.

Every sale, mortgage and lease of an apartment that was made prior to the date (January 28, 1985) of the adoption of this amendment of the Declaration of Condominium and which was not made in conformity with the provisions thereof requiring the prior approval of the Board of Directors and/or the Association shall not be considered as defective for any purpose due to the lack of such approval and this provision shall be considered as rendering unnecessary any additional action by the Association to this effect. Any right with respect to obtaining the invalidation of such transactions that has accrued to the Association shall be considered as waived by the Association.

## Section XIII. CONSEQUENCES OF FAILURE TO COMPLY WITH CONDOMINIUM LAW

Each apartment owner shall be governed by and shall comply with the Condominium Act (Chapter 718, Florida Statutes), the Articles of Incorporation of The Riverview Association, this Declaration of Condominium, By-Laws and the Regulations adopted pursuant thereto.

A. Nature of Legal Relief. Failure to comply with any of the terms of the Condominium Act, the aforementioned Condominium Documents or the Regulations shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both; such actions may be maintained by the Association or, in an appropriate case, by an aggrieved apartment owner. (See Sec. 718.303(1) F.S.)

In accordance with a procedure set forth in the By-Laws, the Association may levy reasonable fines against a unit for failure of the owner of the unit or its occupant, licensee or invitee to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine shall become a lien against a unit. No fine shall exceed \$50.00 nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, the licensee or invitee. This provision of the Declaration shall not apply to unoccupied units. (See Sec. 718.303(3) F.S. as added, 1984.) "Licensee" includes a lessee at The Riverview.

B. Liability of Apartment Owner. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any apartment or its appurtenances.

C. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure to comply with the Condominium Act, Condominium Documents or Regulations by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court. (See Sec. 718.303(1) F.S.)

D. Failure to Enforce as Not Constituting Waiver; Estoppel. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, Condominium Documents or Regulations shall not constitute a waiver of the right to do so thereafter, provided, with reference to the Association such failure is judicially determined to constitute an estoppel with reference to the covenant, restriction or provision in a given case. (See White Egret Condominium, Inc. V. Marvin Franklin, Florida Supreme Court, Dec. 13, 1979.)

#### Section XIV. AMENDMENT OF DECLARATION OF CONDOMINIUM

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

A. Notice of Meeting of Association; Form of Proposal; Errors and Omissions.

(1) Notice of the subject manner of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(2) No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use the underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language; "Substantial rewording of declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment. (See Sec. 718.110(1) F.S., as amended, 1984.)

(3) If there is an omission or error in the Declaration of Condominium, or in other documents required by law to establish the condominium, the Association may correct the omission or error by an amendment to the Declaration, or the other documents required to create a condominium, in the manner provided in the Declaration to amend the Declaration, or if none is provided, then by vote of a majority of the voting interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in Sec. 718.104. This procedure for an amendment cannot be used if such an amendment would materially or adversely affect property rights of unit owners, unless the affected unit owners consent in writing. This provision does not restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of unit owners are not materially or adversely affected. (See Sec. 718.110(9) F.S., as amended, 1984.)

B. Resolution Proposing Amendment. A resolution proposing an amendment of this Declaration of Condominium may be proposed either by the Board of Directors of the Association or by the apartment owners meeting as members of the Association. Owners of voting interests not present in person or by proxy at the meeting in which the proposed amendment is considered may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting. The adoption of the proposed amendment is required to be by the affirmative vote of not less than 75% of the voting interests of the Association. The aforementioned written expression of approval of an absent owner of a voting interest shall be deemed a part of the specified 75% required for adoption of the amendment.

C. Recording of Certified Amendment. A copy of each amendment shall bear a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed by the President and Secretary of the Association in the form required for the execution of a deed. Each amendment shall be effective when properly recorded in the Public Records of Manatee County, Florida. (See Sec. 718.110(2) & (3) F.S.)

D. Discriminatory Amendment. An amendment of any condominium document shall not discriminate against any apartment owner or against any apartment or class of apartments, unless the apartment owner so affected shall consent.

Section XV. TERMINATION OF CONDOMINIUM

The condominium may be terminated by each of the following procedures:

Statutory Procedure. As provided in Section 718.117 of the Florida Statutes, a part of the Condominium Act, a condominium may be terminated by the consent of all of the apartment owners, evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the condominium parcels. Upon such termination the condominium property shall be considered as owned in common by the apartment owners in the same undivided shares that each previously owned in the common elements. All liens shall be transferred to the undivided share in the condominium property attributable to the apartment originally encumbered by the lien in the same priority.

A. Termination by Destruction of Property. If the apartment building is destroyed by casualty to such an extent that it is determined in accordance with Section X of this Declaration of Condominium that the building shall not be reconstructed, the condominium plan of ownership shall be terminated thereby, without agreement as to such termination.

B. Termination by Approval of Less Than Total Membership: Option to Purchase. If a proposed termination of the condominium is submitted to a meeting of the members of the Association and the notice to the members of such meeting included a notice of such proposal containing an option plan as provided herein, then upon the approval of the owners of not less than 75% of the common elements obtained within 30 days from the date of such meeting, the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60<sup>th</sup> day from the date of such meeting. Additional provisions of this option shall include:

(1) Exercise of Option. The option shall be exercised by delivery or mailing, by registered mail to each of the record owners of the apartments to be purchased, of an offer to purchase signed by the record owners of apartments who will participate in the purchase. Such offer shall indicate which apartments will be purchased by each participating owner and shall offer to purchase all of the apartments owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(2) Sale Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such offer, and in the absence of such an agreement, by arbitration in accordance with the rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment. A judgement of specific performance of the

sale upon the award rendered by the arbitrators may be entered by any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment and Closing. The purchase price shall be paid in cash and shall be closed within ten (10) days following the determination of the sale price.

C. Certification of Termination. The termination of the condominium in each of the foregoing procedures shall be evidenced by a certificate of the Association executed by the President and Secretary thereof certifying as to facts upon which the termination is based, which certificate shall become effective upon being recorded in the Public Records of Manatee County, Florida.

D. Shares of Owners After Termination. After termination of the condominium the apartment owners shall own the condominium property and all other assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

#### Section XVI. COVENANTS OF CONDOMINIUM DOCUMENTS RUN WITH LAND

All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to every apartment and the appurtenances thereto, and every apartment and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents. Said covenants shall cease to run with the land only if the condominium is terminated pursuant to the provisions concerning termination contained in this Declaration or by law or judicial decree.

#### Section XVII. CONVEYANCE OF APARTMENT AND APPURTENANCES; LEGAL DESCRIPTION

##### A. Appurtenances Conveyed Without Express Provision in Deed.

A conveyance of an apartment includes not only the apartment but also all appurtenances thereto, whether or not specifically described. (See Sec. 718.109 F.S.) These appurtenances include, but are not limited to, the apartment owner's share in the common elements and common surplus, air-space and other pertinent easements, funds and other assets held by the Association and his membership in the Association. (See Sec. 718.106(2) F.S.) The exclusive right to use a covered parking space may be conveyed as an appurtenance of an apartment or independently of such conveyance, as provided in Sec. IIIC(2)(b) of this Declaration of Condominium.

B. Legal Description. A description of a condominium parcel by the number or other designation by which the unit is identified in the Declaration of Condominium, together

with the recording data identifying the Declaration, shall be a sufficient legal description for all purposes. (See Sec. 718.109 F.S.)

Section XVIII. PROVISIONS OF DECLARATION SEVERABLE:  
CONSTRUCTION OF TERMINOLOGY

The invalidity of any covenant, restriction or other provision of the condominium documents shall not affect the validity of the other covenants, restrictions and provisions of such documents.

When the masculine singular form of a pronoun is used in any of the condominium documents, it shall be construed to mean the masculine, feminine or neuter gender, singular or plural, whenever the context so requires.

In the event that any of the provisions in the condominium documents are judicially declared to be void, or is or becomes unenforceable at law or in equity, the remaining provisions shall remain in full force and effect.

Section XIX. LIENS

A. Liens Limited to Condominium Parcels. No liens of any nature are valid against the condominium property as a whole except with the unanimous consent of the unit owners. Liens may arise or be created only against individual condominium parcels, in the absence of such consent. (See Sec. 718.121(1) F.S.)

B. Liens for Labor. Labor performed on or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the common elements are not the basis for a lien on the common elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each unit owner and may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners are liable for common expenses. (Sec 718.121(2) F.S.)

Section XX. TAXATION OF CONDOMINIUM REAL PROPERTY

A. Separate Taxation of Condominium Parcels. Ad valorem taxes and special assessments by taxing authorities shall be assessed against the condominium parcels and not upon the condominium property as a whole. No ad valorem taxes or special assessments shall be separately assessed against recreation facilities or other common elements, if such facilities or common elements are owned by the condominium association or owned jointly by the owners of the condominium parcels. Each condominium parcel shall be separately assessed for ad valorem taxes and special assessments as a single parcel. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon the condominium parcel

assessed and upon no other portion of the condominium property. (Sec. 718.120(1) F.S. as amended, 1984; effective, January 1, 1985.)

The Association is authorized by statute to protest ad valorem taxes on commonly used facilities and units. (Sec. 718.111(2) F.S., as amended, 1984.)

(1) In assessing any condominium parcel or any parcel of any other residential development having common elements appurtenant to such parcels, if such common elements are owned by the condominium association or owned jointly by the owners of such parcels, the assessment shall apply to each parcel and its fractional or proportionate share of the appurtenant common elements. (Sec. 193.023(5) F.S., as enacted, 1984; effective, January 1, 1985.)

B. Survival of Declaration After Tax Sale. All provisions of a Declaration relating to a condominium which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or master's deed, upon foreclosure of an assessment, a certificate or lien, a tax deed, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee of the title immediately prior to the delivery of the tax deed, master's deed, or clerk's certificate of title as provided in Section 197.281 F.S. (Sec. 718.120(2) F.S.)

Section XXI. MEMBERSHIP AND VOTING RIGHTS OF UNIT OWNERS IN ASSOCIATION

The membership and voting rights of the unit (apartment) owners shall be as provided in the By-Laws of the Association.

MAP OF A  
EXHIBIT "A"

# THE RIVERVIEW

A CONDOMINIUM

SECTION 26, TOWNSHIP 34 S, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

**DESCRIPTION**

Commence at the Southwest corner of the NE 1/4 of SW 1/4 of Section 26, Township 34 South, Range 17 East, thence Northerly along the west line of said NE 1/4 of SW 1/4, a distance of 1033.2 feet to a point, thence N 89° 28' 14" E, 157 feet to a point on the North right of way line of Second Avenue West, for a Point of Beginning, thence continue N 89° 28' 14" E, along the North right of way of Second Avenue West 1488 feet to the intersection of the East right of way line of 15th Street West (being the East of the sidewalk), thence N 0° 31' E, along the East right of way of said 15th Street West 241 feet to a point of curve thence along a curve to the right, with a radius of 30 feet and a central angle of 80° 0' 0" of chord distance of 20.7 feet to the intersection of the South right of way line of First Avenue West (being the East of the sidewalk), thence N 89° 31' E, along said South right of way line a distance of 146.6 feet to the intersection of the West right of way line of 14th Street West, thence South along said West right of way, 230.45 feet, thence S 13° 00' W, along said West right of way, 230.45 feet, thence S 82° 00' W, along said West right of way, 148.8 feet, thence East along said West right of way, 10.5 feet to the Point of Beginning.

*NOTE:* Covered parking area Reserved by Developer for assignment to owners of specific apartments.

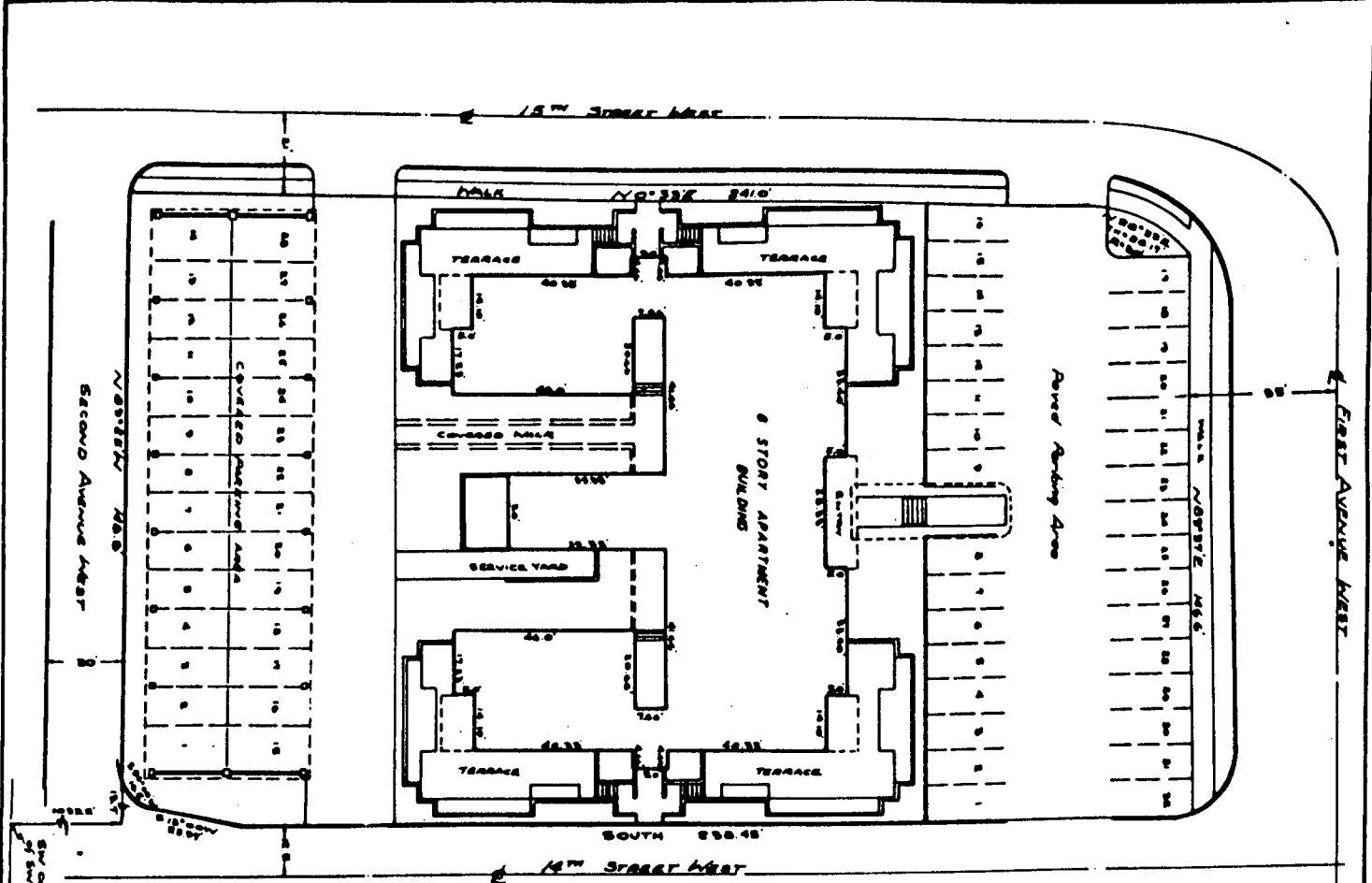
**SURVEYOR CERTIFICATE**

I, the undersigned Registered Land Surveyor, hereby certify that a Survey was made of the lots shown hereon and that these drawings, designated as Exhibit "A", consisting of four (4) pages together with the wording of the Declaration, is a true and correct representation of the lands and the improvements to be constructed thereon and that there can be determined therefrom the identification and location of the Common Elements and of each apartment unit.

MARCH 20, 1972

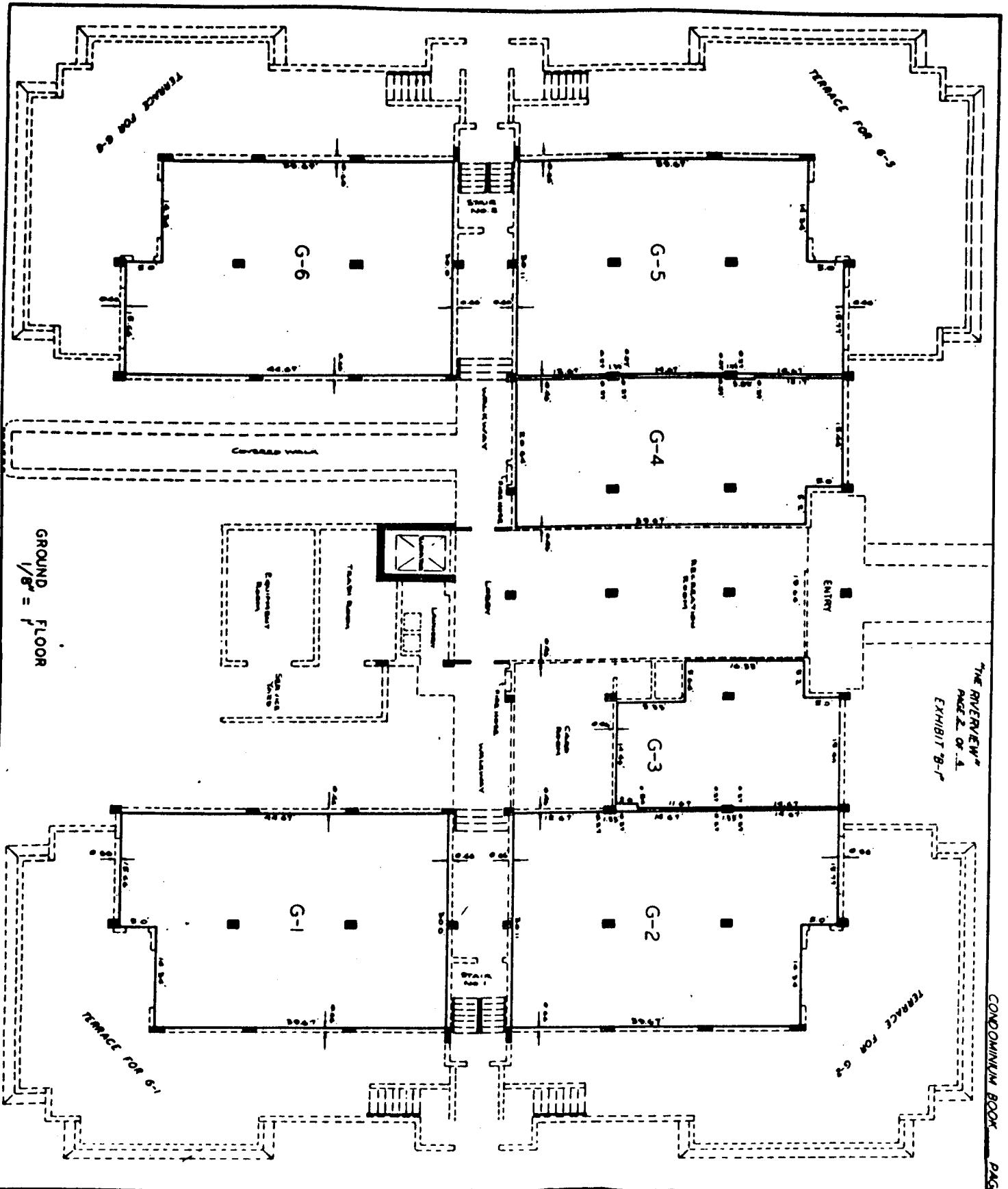
*George L. Uffner*  
Registered Land Surveyor  
Florida License No. 1735

EXHIBIT "A"



Scale: 1"=80'

50' max. of width of SW 1/4. See Exhibit "A"

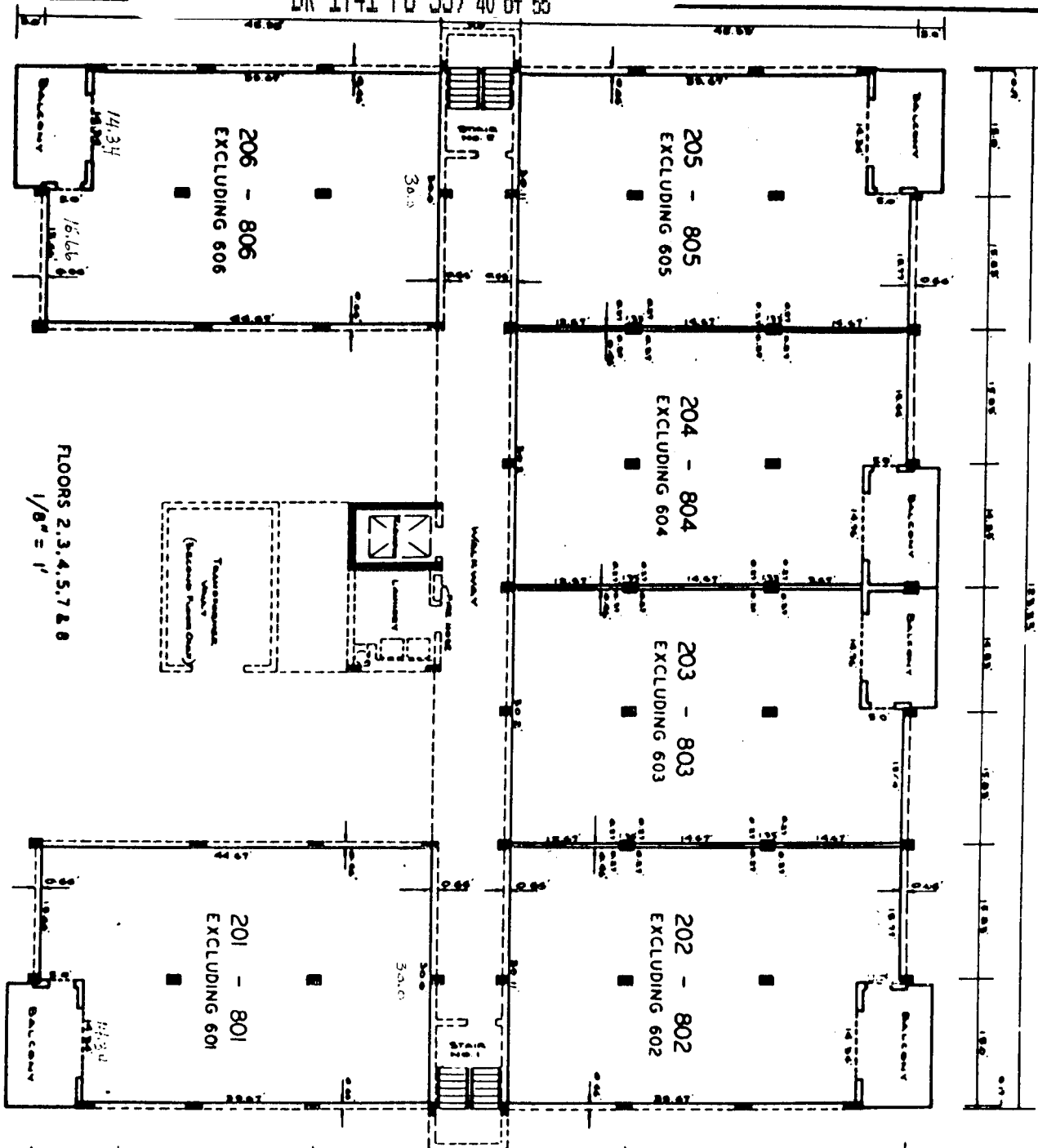


GROUND FLOOR  
1/8" = 1'

THE RIVERVIEW  
PAGE 2 OF 4  
EXHIBIT "B-1"

CONDOMINIUM BOOK PAGE

EXHIBIT "B-1"



FLOORS 2, 3, 4, 5, 7 & 8  
1/8" = 1'

CONDOMINIUM BOOK PAGE  
THE RIVERVIEW  
PAGE 3 OF 4  
EXHIBIT "B-2"

APARTMENTS	201	202	203	204	205	206	801	802	803	804	805	806
G-I THRU G-6	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34
201 THRU 206	15.66	15.66	15.66	15.66	15.66	15.66	15.66	15.66	15.66	15.66	15.66	15.66
301 THRU 306	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34
401 THRU 406	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34
501 THRU 506	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34
601 THRU 606	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34
701 THRU 706	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34
801 THRU 806	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34	14.34

Elevations are based on City of Broken Arrow Bench Mark (US Coast and Geodetic Mark)

First number of Apartment number is floor reference  
 401 201 - Floor 2, Apt 1  
 401 301 - Floor 3, Apt 1

Common Elements  
 Storage areas, front and utility rooms, elevator, garden and landscaping, auto parking areas, walk ways, stairways and structural parts of building

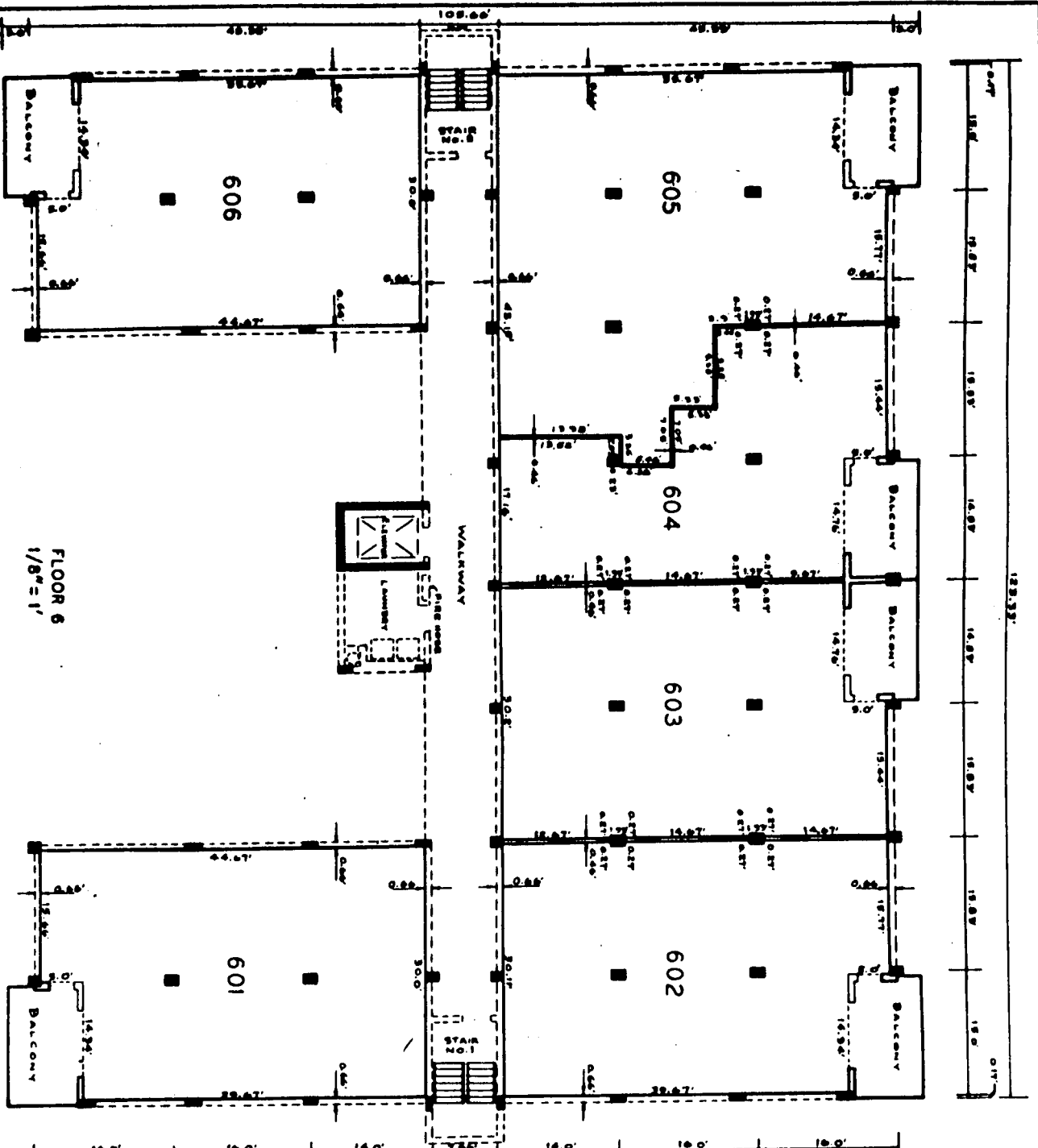
Unit Boundaries:  
 Upper boundary is the horizontal plane of the undecorated finished ceiling  
 Lower boundary is the horizontal plane of the undecorated finished floor  
 Perimetrical boundary is the vertical planes of the walls bounding the apartment, extended to intersect with each other and with the upper and lower boundaries

EXHIBIT "B-2"

Dimensions are per plans but after correct dimensions are noted per dimensions

George L. Lambert  
 Registered Land Surveyor  
 Soroboro, Fla.

APARTMENTS	601	602	603	604	605	606
Area	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00
Volume	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
Price	\$4,900	\$4,900	\$4,900	\$4,900	\$4,900	\$4,900



FLOOR 6  
1/8" = 1'

Elevations are based on City of Bradenton Bench Mark (U.S. Coast and Geodetic Data).

First number of Apartment Number, is floor reference. Example: Apt 201 - Floor 2, Apt 41 Apt 301 - Floor 3, Apt 91

Common Elements: Storage areas, work and utility rooms, elevator, garden and landscaping, auto parking areas, walkways, stairways, and structural parts of building.

Unit Boundaries: Upper Boundary is the horizontal plane of the undecorated finished ceiling. Lower Boundary is the horizontal plane of the undecorated finished floor.

Perimetrical Boundary is the vertical planes of the walls bounding the apartment, extended to intersect with each other and with the upper and lower boundaries.

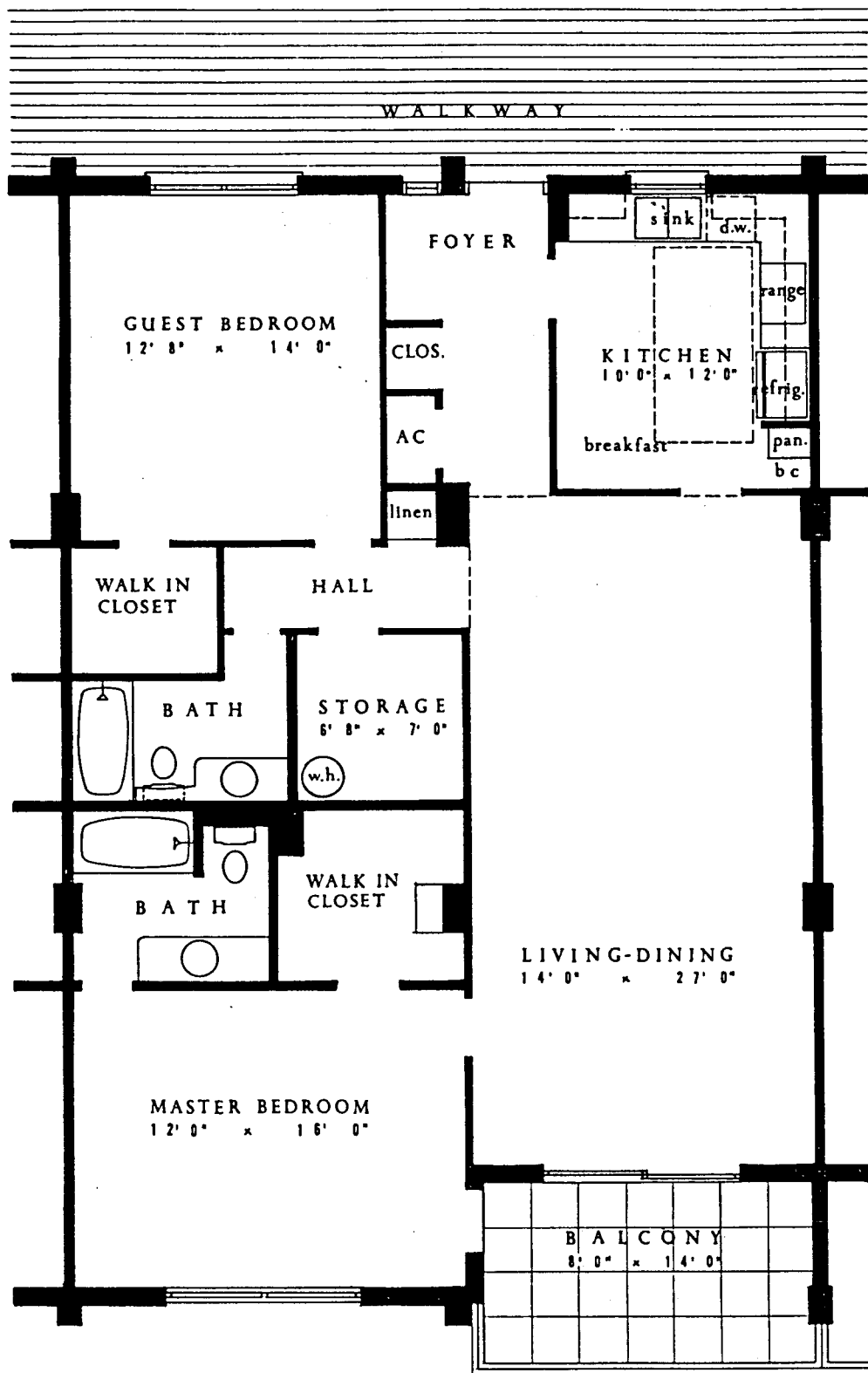
Dimensions are per plans but "After Construction" dimensions shall hold over plot dimensions.

George L. Uffner  
Registered Land Surveyor  
Sarasota, Florida

EXHIBIT "B-3"

Floor Plan | Two Bedroom Two Bath

BK 1741 PG 361 42 of 55



*The Riverview*

*A Quality Condominium Offering  
from the First Manatee Corporation*

Model located at 1400 1st Ave. West, Bradenton, Florida

**BY-LAWS**  
**OF**  
**THE RIVERVIEW ASSOCIATION, INC.**

Section I. IDENTITY

These are the By-Laws of THE RIVERVIEW ASSOCIATION , INC., a condominium corporation not for profit under the laws of the State of Florida, subject to the charter and the Declaration affecting the land and all improvements thereon known as The Riverview, a condominium. The Association has been organized for the purpose of administrating a condominium upon the following lands in Manatee County, Florida:

Commence at the Southwest corner of Northeast 1/4 of Southwest 1/4 of Section 26, Township 34 South, Range 17 East; thence Northerly along the West line of said Northeast 1/4 of Southwest 1/4, a distance of 1033.2 feet to a point; thence North 89 degrees 25 minutes West, along the North right of way of Second Avenue, West, 148.8 feet to the intersection of the East right of way line of 15<sup>th</sup> Street West (being the back of the sidewalk); thence North 0 degrees 33 minutes East, along the East right of way of said 15<sup>th</sup> Street West, 241.0 feet to a point of curve; thence along a curve to the right with a radius of 30.00 feet and a delta angle of 56 degrees 00 minutes, a chord distance of 28.17 feet to the intersection of the South right of way line of First Avenue West (being the back of the sidewalk); thence North 89 degrees 37 minutes East along said South right of way line, a distance of 146.6 feet to the intersection of the West right of way line of 14<sup>th</sup> Street West; thence South along said West right of way, 238.45 feet; thence South 13 degrees 00 minutes West, along said West right of way of 14<sup>th</sup> Street West, 23.97 feet; thence South 54 degrees 00 minutes West, along said West right of way of 14<sup>th</sup> Street West, a chord distance of 10.5 feet to the point of beginning,

1. The office of the Association will be at 1400 1<sup>st</sup> Avenue West, Bradenton, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation.
4. The operation of the Association shall be governed by the By-Laws of the Association which shall be included as an exhibit to the recorded Declaration of Condominium. (Sec. 718.112 (1) F.S., 1984.)

Section II. MEETINGS OF ASSOCIATION

1. The annual meeting shall be held in the lobby of The Riverview in January of each year on the day and at the time on that day set by a majority of the Board of Directors for the purpose of electing Directors and of transacting any other business authorized to be transacted. (As amended in February, 1980.)

2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third of the entire membership.

3. Written notice shall be given to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner. (See sec. 718.112 (2) (d) F.S. as amended, 1984.)

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each unit owner at the address last furnished to the Association. Any approval by unit owners called for by Chapter 718, or the Declaration or By-Laws, including, but not limited to, the approval requirement in Section 718.111 (12) granting the Association power to purchase lands and recreation leases if approved by unit owners, shall be made at a duly noticed meeting of the unit owners and shall be subject to all requirements of Chapter 718 F.S. or the condominium documents relating to unit owner decision making except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the By-Laws or Declaration or any Florida statute which provides for the unit owner action. Unit owners may waive notice of specific meetings if allowed by the By-Laws or Declaration, or any Florida statute. (Sec. 718.112 (2) (d) F.S., as amended, 1984.)

4. A quorum of any members' meeting shall consist of persons entitled to cast a majority of the voting interests of the entire membership. When a quorum is present at any such meeting, the owners of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the statutes, the Declaration of Condominium, or of the By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question. The joinder of an owner of a voting interest in the action of a meeting by signing a concurrence in the minutes thereof shall constitute the presence of such owner for the purpose of determining a quorum.

5. The voting interests of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named on a voting certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such voting certificate shall be valid until revoked by a subsequent certificate or by a rescission thereof delivered to the Secretary of the Association. If such certificate is not on file the vote of such owners shall not be considered in determining the requirements for such a quorum nor for any other purpose.

6. Owners of voting interests may vote by proxy. Any proxy given shall be effective only for the specific meeting for which it originally was given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the voting interest owner executing it. (See sec. 718.112 (2) (b) 2 F.S.)

7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

8. Adjourned meetings. If any meetings of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (a) Election of Chairman of the meeting.
- (b) Call of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

10. The minutes of all meetings of unit owners and the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

11. Official Records

A. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (1) The plans, permits, warranties, and other items provided by the developer pursuant to Sec. 718.301 (4) F.S.;
- (2) A photocopy of the recorded declaration of each condominium operated by the Association and all amendments thereto;
- (3) A photo copy of the recorded by-laws of the Association and all amendments thereto;
- (4) A certified copy of the articles of incorporation of the Association or other documents creating the Association and all amendments thereto;
- (5) A copy of the current rules of the Association;

(6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years;

(7) A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;

(8) All current insurance policies of the Association and condominiums operated by the Association;

(9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility;

(10) Bills of sale or transfer for all property owned by the Association;

(11) Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

a. Accurate, itemized and detailed records of all receipts and expenditures.

b. A current account, and a monthly, bimonthly or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the Association or condominium.

d. All contracts of work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.

(12) Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given.

(13) All rental records where the Association shall be maintained in the county in which is located the condominium.

(B) The official records of the Association shall be maintained in the county in which is located the condominium.

(C) The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. (Sec. 718.111(7) F.S., as amended, 1984.)

### Section III. DIRECTORS

1. The Board of Directors shall consist of seven members. Each member of the Board of Directors shall either be the owner of an apartment, have an interest therein or in the event of a corporate ownership, any officer or designated agent thereof.

2. Election of Directors shall be conducted in the following manner:

(a) Members of the Board of Directors shall be elected by a plurality of the voting interests cast at the annual meeting of the members of the Association.

(b) Vacancies on the Board of Directors may be filled until the date of the next annual meeting by the favorable vote of the majority of the remaining Directors.

3. The term of each Director shall be two (2) years. Three (3) Directors shall be elected in each odd numbered year. Four (4) Directors shall be elected in each even numbered year. Each Director shall hold his office until the Annual Meeting of Members, when his term expires, and until his successor is elected and qualified or until he is removed in the manner elsewhere provided.

4. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

5. Meetings of the Board of Directors shall be open to all unit owners who may participate only upon the invitation of the presiding officer. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments. (Sec. 718.112 (2) (c) F.S.)

6. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of three members of the Board. Not less than three days notice shall be given personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Any Director may waive such notice in writing

before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. (As amended, February, 1980.)

7. A quorum at meetings of the Board of Directors shall consist of four members. The acts of the Board approved by a majority of its members at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically provided otherwise in the Declaration of Condominium. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum. (As amended in February , 1980)

8. The presiding officer of meetings of the Board of Directors, shall be the President of the Association. In the absence of the President, the Vice President shall preside. (As amended in February, 1980.)

A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. (Sec. 718.111(1) (b) F.S., as added, 1984.)

9. Recall of Board Members. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. (Sec. 718.112(2) (f) F.S., 1984.)

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effectively immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within 72 hours after the meeting. (Sec. 718.112 (2) (f) (1) F.S., as added, 1984.)

If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the Association in their possession, or proceed as described in the next paragraph. (Sec. 718.112 (2) (f) (2) F.S., as added, 1984.)

If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation a petition for binding arbitration pursuant to the procedures of section 718.1255 F.S. for purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to sec. 718.501 F.S. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within 72 hours of the effective date of the recall. (Sec. 718.112 (2) (f) (3) F.S., as added, 1984.)

#### Section IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The administrative and executive powers of the Association, except as provided in the Declaration of Condominium, shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which govern the use of the land, and shall include but not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction of improvements after casualty and the further improvement of the property.
5. To propose reasonable regulations and amendments thereto respecting the use of the property in the condominium. All such regulations and amendments thereto shall be approved by not less than 75% of the voting interests of the Association. Owners of voting interests not present at the meeting considering such proposed regulations and amendments thereto may express their opinion in writing, and submit such approval to the Secretary of the Association prior to the meeting to which it pertains. Such written approval shall be considered as an affirmative vote with reference to the required approval of 75% of the voting interests.
6. To set dates upon which all assessments against the apartment owners' shares of the budget and all special or general assessments shall become due after which dates they shall be delinquent and enforced as liens as elsewhere provided in the By-Laws and/or the Declaration of Condominium.

7. To enforce by legal means the provisions of the Association's Declaration, the Articles of Incorporation, By-Laws of the Association, and the Regulations in order to assure the beneficial use of the property in the condominium.

Imposition of Fines. The Association may levy reasonable fines against a unit for failure of the owner of the unit or its occupant, licensee or invitee to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine shall become a lien against a unit. No fine shall exceed \$50 nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, his licensee or invitee. The provisions of this paragraph shall not apply to unoccupied units. (Sec. 718.303 (3) F.S. as amended, 1984). The term "licensee" shall be construed to include a lessee at The Riverview.

A fine shall not be levied against a unit owner unless:

(1) The unit owner, his licensee or invitee, ignores or expressly refuses the Board's written request to terminate the non-compliance within a time period stated in the request; or

(2) The unit owner's noncompliance, or that of his licensee or invitee, even though terminated without a written request of the Board of Directors, has resulted in intentional or grossly negligent damage of a substantial nature to real or personal property owned by the Association; or

(3) The unit owner, prior to the present non-compliance, has been the recipient of a written notice of non-compliance from the Board of Directors concerning a past and separate act of non-compliance. A fine may be levied in the present case of non-compliance regardless of whether a fine was levied for the prior non-compliance.

8. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and to assess the same against apartments and apartment owners as provided in the Declaration of Condominium.

9. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

10. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

11. To employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

12. The Division of Florida Land Sales and Condominiums. The Association shall pay to the Division of Florida Land Sales and Condominiums, on or before January 1 of each year, an annual fee in the amount of 50 cents for each residential unit. If the fee is not paid by

June 1, then the Association shall be assessed a penalty of 10 percent of the amount due, and the Association shall not have standing to maintain or defend any action in the courts of Florida until the amount due plus any penalty is paid. (See sec. 718.501 (2) (a) F.S.)

#### Section V. OFFICERS

1. A unit owner has no authority to act for the Association by reason of being a unit owner. (Sec. 718.111 (3) F.S.) The executive officers of the corporation shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors from the Board's membership, and who may be removed peremptorily by vote of the Board of Directors at any meeting. Any Director may hold two executive offices except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

3. The Vice President, in the absence or disability of the President, shall exercise the powers to perform the duties of the President. He also shall assist generally the President and exercise such other powers and perform such duties as shall be prescribed by the Board of Directors.

4. The Secretary shall keep the minutes of all proceedings of the Board of Directors and proceedings of the Association, and shall attend to the giving and serving of all notices to the members of the Association and of the Board of Directors, and other notices required by law. The Secretary shall have custody of the seal of Association and affix the same to instruments requiring a seal when duly signed, and shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of the Secretary of the Association and as may be required by the Board of Directors.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all of the employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

Section VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. **Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the dates and amounts in which the assessments come due, the amounts paid upon the accounts and the balance due upon the assessments.

2. Budget

(a) The Board of Directors shall prepare for the Association's consideration a proposed budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association including, but not limited to the following items: Utilities, Elevator, Salaries, Taxes, Insurance, Service Contracts, Major Maintenance, Accounting and Legal, Management Fees (if any), Housekeeping Maintenance, and Miscellaneous Expenses. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. However, these provisions shall not apply if a majority of the voting interests present at a duly called meeting of the Association votes in favor of the determination for a fiscal year to provide no reserves or reserves less adequate than are required to meet the foregoing provisions. If a meeting of the owners of voting interests has been called to determine to provide no reserves or reserves less than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. (See sec. 718.112 (2) (j) F.S., as amended, 1984.)

(b) The Board of Directors shall mail a meeting notice and copies of the proposed annual budget and proposed assessments to the unit owners not less than 14 days prior to the meeting of the Association at which it will be considered for adoption. (See sec. 178.112 (e) F.S., as amended, 1984.)

3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person or persons as are authorized by the Board of Directors.

4. An audit or a fiscally sufficient review of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report thereof shall be furnished to each member not later than April 1<sup>st</sup> of the year following the year for which the report is made. (Amended in February, 1980)

5. Fidelity bonds shall not be mandatorily required by the Board of Directors from all officers and employees of the Association or from any contractor handling or responsible for

Association funds. The amount of such bonds should they be required shall be determined by the Board of Directors. The premiums on bonds of officers and employees of the Association shall be paid by the Association. The responsibility for the payment of premiums on bonds of contractors shall be the subject of negotiation between the contractors and the Association. (See sec. 718.112 (2) (K) F.S.)

6. Assessments shall be made against units no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. (Sec. 718.112 (2) (g) F.S., as amended, 1984)

#### Section VII. PARLIAMENTARY RULES

The latest edition of Roberts Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the statutes of the State of Florida as then existing.

#### Section VIII. AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. A resolution adopting a proposed amendment must receive approval of 75% of the voting interests of the Association. Owners of voting interests who will not be present at the meetings considering the amendment may express their approval in writing provided such written approval is delivered to the Secretary of the Association prior to the meeting to which it pertains.

3. Initiation. An amendment may be proposed by either the Board of Directors or by any member of the Association.

4. Recording. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be valid and effective when recorded in the Public Records of Manatee County, Florida. (See sec. 718.112 (1) F.S.) The amendment shall be recorded with identification on the first page thereof of the book and page of the public records where the Declaration of Condominium is recorded. (Sec. 718.112 (1) F.S., as amended, 1984.)

5. No by-law shall be revised or amended with reference to its title or number only. Proposals to amend existing by-laws shall contain the full text of the by-laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use

underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by-law. See by-law..... for present text." Nonmaterial errors or omissions in the by-law process shall not invalidate an otherwise properly promulgated amendment. (Sec. 718.112 (2) (h) as added, 1984.)

#### Section IX. SUPPLEMENTARY RESTRICTIONS ON USE OF UNITS

1. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and eighteen (18) years of age, or older, may occupy and reside in a unit as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a unit on a permanent basis but may occupy a unit on a temporary basis, not to exceed ninety (90) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community, even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty (80%) percent (or the minimum as may be established by law from time to time) of the units in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community comply with Fair Housing laws, as the same may be amended from time to time, which currently requires that at least eighty (80%) percent of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a unit as of the date of adoption of this Amendment.

2. Persons under 18 years of age are permitted to live at The Riverview as visitors, provided that the total number of days of visitation during a calendar year shall not exceed ninety days. (As added, February, 1980)

#### Section X. THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES

The Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation is authorized by statute to administer the Condominium Act. Three functions of this broad responsibility concerning the Act are (1) Interpretation, (2) Enforcement and (3) Dissemination of information concerning the Act.

The Division's rule making power, its authority to publish Declaratory Statements of its opinions concerning provisions of the Act, and its power to administer the Act often involve the necessity of interpreting this legislation.

Its enforcement authority is limited strictly to the provisions of the Condominium Act. Such authority does not include the power to remove a director from office, to invalidate a contract, to enforce a health code, to invalidate a condominium election, to rescind an action taken by a board of directors, or to enforce ambiguous provisions of a condominium document.

A complaint made by an interested party alleging a violation of the Condominium Act is the initial enforcement proceeding. If the Division, on the basis of the allegations in the complaint, considers that it has jurisdiction in the matter, an investigation concerning the truth of the allegations is set in motion. Witnesses may be subjected to the service of subpoenas and court orders in order to obtain evidence. Assuming that the investigation reveals adequate grounds for action, the Division is authorized to use the following statutory procedures that are pertinent to the case involved: (1) Consent proceedings wherein the party under investigation is allowed to waive formal proceedings whereby orders, rules or letters of censure or warning may be entered against the person; (2) An order to the association, or its assignees or agents, to cease and desist from the unlawful practice and take such affirmative action as the Division feels is warranted under the applicable law; (3) An action in circuit court on behalf of a class of unit owners, lessees or purchasers for declaratory relief, injunctive relief, or restitution. (4) Imposition of a civil penalty against the association, or its assigns or agents on a basis of each day of continuing violation, not to exceed \$5,000. If the association fails to pay the penalty, the Division may pursue enforcement in a court of competent jurisdiction.

An additional responsibility containing problems involved in condominium living was placed with the Division by legislation enacted in 1984 providing the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation shall employ full-time arbitrators to conduct the binding arbitration hearings provided by Chapter 718, Florida Statutes. No person may be employed by the department as a full-time arbitrator unless he is a member in good standing of the Florida Bar. The department shall promulgate rules of procedure to govern such binding arbitration hearings. The decision of the arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in the provision shall be construed to foreclose parties from proceeding in a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction. (Sec. 718.1255 F.S.)

The dissemination of information by the Division concerning the Condominium Act is accomplished by workshops held throughout the State, responses to thousands of written and telephone inquiries each year, distribution of brochures, and the distribution of loose leaf manuals to each association in which to keep current material concerning condominium law and living distributed by the Division throughout the year.

The Division, in order to promote administrative efficiency, has established bureaus-e.g., the Bureau of Condominiums and the Bureau of Mobile Homes - and sections within bureaus - e.g., the Education Section of the Bureau of Condominiums.