

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
RIVIERA DUNES MARINA, A CONDOMINIUM**

The undersigned officers of Riviera Dunes Marina Condominium Association, Inc., a not for profit Florida corporation, organized and existing to operate and govern Riviera Dunes Marina, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 1831, Page 2330, et seq., as amended, of the Public Records of Manatee County, Florida, certifies that the following amendment to the Declaration of Condominium was adopted by the affirmative vote of two-thirds (2/3) of all voting rights of all Unit Owners, as required by Section 20 (A) of the Declaration of Condominium and in accordance with applicable law at a duly convened Membership Meeting held on October 5, 2013.

(Additions indicated by underlining, deletions by ~~strike through~~)

1. **Amendment to Section 27 of the Declaration of Condominium to read as follows:**

27. CONSTRUCTION OF ADDITIONAL DOCKS, SEAWALLS AND BOAT SLIPS.

~~(A) No additional Finger Dock, boat slip, davits, boat lifts, moorings or Pier shall be installed placed or constructed upon or adjacent to the Condominium Properties unless approved in writing by Developer the Association's Board of Directors, which approval may be arbitrarily withheld. Upon such approval, then the same shall be constructed according to plans, specifications, elevations, types and designs approved in writing by Developer or its assigns the Association's Board of Directors and all necessary governmental agencies. No boathouse shall be constructed with the Condominium nor shall any Unit, Finger Dock or Pier be covered in any fashion. No channel or boat mooring area shall be excavated, dug, or scoured in any portion of the Condominium Properties without first being approved by the Developer or its assigns Association's Board of Directors. The Developer reserves the right to add additional seawalls, Finger Docks, boat slips, davits boat lifts and moorings and reserves the right to subdivide the existing Units at any time, so long as it owns a Unit within the Condominium, and, provided that such additional seawalls, Finger Docks, boat slips, davits, boat lifts and moorings have been approved by all necessary governmental bodies and agencies, is in compliance with all laws, and has been approved by any parties whose approval is required by separate instruments of record on the date hereof as of the date of the initial recording of this Declaration.~~

(B) Boat Lift Installation. Subject to the requirements and approval rights of the Association's Board of Directors contained in Paragraph (A) above, all Unit Owners shall

have the right to construct a boat lift on the Finger Dock adjacent to and within their Boat Slip Unit.

(1) Responsibility for Costs. The Unit Owner who has requested approval to install the boat lift shall be solely responsible for the related costs including but not limited to permitting and installation.

(2) Maintenance. The Unit Owner shall at all times be responsible for the maintenance, repair, replacement and insurance of the boat lift. The Board of Directors may, from time to time, establish the minimum amount of insurance to be carried by the Unit Owner. The boat lift shall be maintained in a good working order by and at the sole cost and expense of the Unit Owner. Should the Association determine, in the sole discretion of the Board of Directors, that the Unit Owner is not properly maintaining the boat lift, the Association may require the Unit Owner, at the Unit Owner's sole cost and expense, to remove the boat lift within sixty (60) days of the mailing of written notice by the Association.

(3) Restoration of Finger Dock. Upon removal of the boat lift, either through voluntary action or following notice from the Association that the boat lift shall be removed, the Unit Owner shall, at his or her sole cost and expense, restore the affected Finger Dock to its original condition within sixty (60) days of the mailing of written notice by the Association.

(4) Damage Caused by Boat Lift. The Unit Owner shall be liable for any damage to or caused by the boat lift. The Unit Owner agrees to hold the Association harmless and to defend the Association in any litigation resulting from such damage whether by an act of God or any other event.

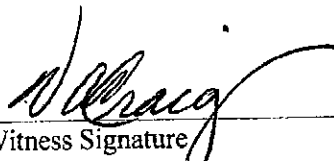
RIVIERA DUNES MARINA CONDOMINIUM
ASSOCIATION, INC.

By: 
Harold Barr, President

Attest: 
Gary Schuster, Secretary


Witness Signature

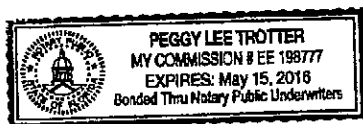
Peggy L. Trotter
Printed Name

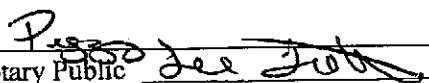

Witness Signature

V. A. CRAB
Printed Name

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 21st day of December 2013 by Harold Barr, as President and Gary Schuster, as Secretary of Riviera Dunes Marina Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.




Notary Public
Printed Name Peggy Lee Trotter
State of Florida

My Commission Expires May 15, 2016