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DECLARATION OF CONDOMINIUM

OF

RIVIERA DUNES MARINA, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that R.D. MARINA, LLC, a Florida limited liability company, hereinafter called Developer, the owner and holder of fee simple title in and to the real property described in Paragraph 3(A) entitled "Land" does hereby submit the same to Condominium Ownership pursuant to the provisions of Chapter 718, Florida Statutes, and said real property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements set forth below.

1. **THE CONDOMINIUM ACT.**

Chapter 718, Florida Statutes, as the same exists on the date hereof, known and referred to as the "Florida Condominium Act", is incorporated herein by reference, and all provisions thereof shall apply to this Condominium; provided, however, that the terms and provisions of this Declaration shall control to the extent that the Condominium Act authorizes a variance in the terms and provisions of a declaration of condominium or other condominium documents.

2. **NAME.**

The name by which this Condominium shall be known and identified is RIVIERA DUNES MARINA, a Condominium.

3. **LAND, CONDOMINIUM PLAT, IDENTIFICATION OF UNITS.**

(A) **Land.**

The legal description of the real property ("Land") included in the Condominium and submitted herein to Condominium Ownership is:

The real property, more particularly described and set forth as Phase 1 on the plat attached hereto as Exhibit "A" and by this reference incorporated herein, subject to and together with those matters of record reflected and described on

Exhibit "B" attached hereto. The Land does not include the area depicted on Exhibit "A" as the Fuel Dock Area which shall be excluded from the Condominium.

(B) A plat of the Condominium property (the "Condominium Plat") containing a survey of the Land and a plot plan locating the improvements thereon and identifying each Condominium Unit and the Common Elements and their relative locations and approximate dimensions is attached hereto as Exhibit "A". When and if any or all of Phases 2 or 3 are submitted to Condominium ownership and made a part of this Condominium in the manner herein provided, Exhibit "A" shall be supplemented and amended to reflect the addition of the applicable Phase. While the real property proposed to become Phases 2 and 3 is reflected on Exhibit "A" as originally attached this Declaration and recorded among the Public Records, said real property and Phases shall not be a part of this Condominium unless and until they are added to this Condominium by an amendment or amendments to this Declaration, under the provisions of Subparagraph (B) of Paragraph 20 herein, or in a manner otherwise permitted by law. The locations, dimensions, descriptions, identification and numbering or lettering of the respective Condominium Units shall be as described herein and on Exhibit "A" and any subsequent amendments thereto as hereinafter provided. A Unit shall consist of the space defined in Paragraph 4, below, and reflected on Exhibit "A". In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of any Pier, Finger Dock or other structure, the locations, dimensions and descriptions of the respective Units as contained in Exhibit "A" and subsequent amendments will control. By acceptance of a deed to any Condominium Unit, the respective grantees agree for themselves, their heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit agree, that Developer shall have the right to amend this Declaration and the Condominium Plat as may be necessary or desirable from time to time to identify, locate and dimension any Units which are not completed at the date of this Declaration or to subdivide, combine or change the dimensions, configuration or size of the Units owned by the Developer. Such amendments shall be executed by the Developer and the joinder or further consent of individual Unit Owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Manatee County.

(C) Identification of Units.

(1) The Condominium Property consists of the Land described in Paragraph 3(A) hereof and all easements and rights appurtenant thereto, together with the other improvements constructed thereon, which includes the Units, common elements and limited common elements. The Condominium Property shall also include such additions to the real property described in Paragraph 3(A) herein which, in accordance with the terms of this Declaration, may hereafter be added from and after the time that such additional property is declared a part of this Condominium. Such additional properties are described as Phase 2 and

Phase 3, inclusive, on Exhibit "A" to this Declaration. The real property submitted herewith to Condominium Ownership represents "Phase 1" of this Condominium.

(2) At the time of recording of this Declaration, the Developer is not obligated to make any or all of Phases 2 or Phase 3 a part of this Condominium.

(3) Phase 1 consists of one (1) Pier to be known as Pier S, containing ninety-seven (97) Boat Slip Units as further depicted and described on the Condominium Plat, each slip of which is declared to be a condominium unit and subject to private ownership, and which is identified one from the other by a letter followed by a number, the letter will identify the Pier on which the Boat Slip Unit is located and the number indicating the specific Boat Slip Unit in each Pier. The complete legal description of each unit will be composed of the letter identifying the Pier in which the Boat Slip Unit is located, followed by a hyphen and the number designating the specific Boat Slip Unit. Thus, the 01 Boat Slip Unit in Pier S will be legally described as Unit S-01, etc. The condominium units are sometimes referred to as "Boat Slip Units" or "Units".

(4) Developer has not obligated itself to make the proposed Phases 2 or 3 or any of them a part of this Condominium. If any or all of Phases 2 or 3 are made part of this Condominium, the size and dimension of the units shall be as reflected for the various phases in Exhibit "A" hereto, which includes the proposed configuration, size and dimensions of the various units which at the time of the recording of this Declaration are proposed for Phases 2 and 3. The identification of the Units in other phases will be essentially in accordance with the numbering system described above for Phase 1.

(5) The Phases and the Piers which comprise all Phases, if they become part of this Condominium, are as follows, subject nevertheless to the Developer's modification right as set forth herein:

Phase	Pier	# Units Planned
1	S	97
2	C	59
3	N	70

(6) The Developer reserves the right in any phase to delete a pier or dock, add a pier or dock, and to move piers within the phase lines to accommodate all the variations hereinabove which may be implemented by the Developer and in order to accommodate changes in the number of Units which the Developer may elect to add to the Condominium. Amendments to accomplish the foregoing shall be executed solely by the Developer.

(7) Initially, this Condominium will be comprised of Phase 1 only, containing ninety-seven (97) Boat Slip Units, however, if all of Phases 2 and 3 are made part of this Condominium as contemplated by the Developer, the total number of Units in the Condominium are estimated to be two hundred twenty-six (226). As each phase is added the owner of each Unit

therein shall be a member of the Condominium Association and entitled to vote in accordance with the provisions of Paragraph 9 hereof.

(8) The Developer reserves the right and authority to make non-material changes in the legal description of each phase to the maximum degree permitted by law. Any movement by the Developer of a property line between abutting phases of this Condominium which phases are ultimately declared and made a part of this Condominium, is declared to be a non-material change in the legal description of the phases involved, so long as the abutting phases sharing the property line are declared a part of this Condominium.

(9) The time period within which all phases if added must be added to this Condominium shall not exceed seven (7) years from the date of the recording of this Declaration. Accordingly, Developer's authority subsequent to the recording of this Declaration to complete Phases 2 and 3 and declare any or all of such Phases a part of this Condominium under the provisions of this Subparagraph (9) of this Paragraph 3(C) and Paragraph 20 (B) hereof, shall expire seven (7) years from the recording of this Declaration. However, nothing in this Paragraph 3 (C) shall prohibit the land and the improvements constituting any of the proposed phases of this Condominium from being thereafter merged into this Condominium or any lands and improvements being merged into this Condominium at any time with the consent of the Condominium Association and/or its membership in the manner permitted by law and in accordance with the requirements of law. Nothing in this Paragraph 3(C)(9) shall be construed to require that the properties described as Phases 2 and 3 or any part thereof, become a part of this Condominium by act of the Developer or otherwise.

4. DEFINITIONS.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(A) "Articles" shall mean and refer to the Articles of Incorporation of the Association, a true copy of which is attached hereto as Exhibit "C" as the same may be amended from time to time.

(B) "Association" shall mean and refer to RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, which is or is to be incorporated in the State of Florida.

(C) "Board" and "Board of Directors" shall mean and refer to the Board of Directors of the Association and, where applicable, any body or officer constituted by the directors and acting at the direction of the Board of Directors of the Association, elected by the Members or designated by the Developer from time to time in accordance with the Bylaws.

(D) "Boat Slip Unit" shall mean and refer to any portion of the Land designated as such on Exhibit "A", such portion being the area to be used and occupied by one Vessel excluding therefrom any improvements or portions of the improvements contained in such area constructed or installed by the Developer or the Association, such excluded items include but are not limited to, pilings, dolphins and other similar structures. A Boat Slip Unit shall consist of a

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(N) "Owner" shall mean and refer to each the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon the Properties.

(O) "Pier" shall mean and refer to each main pier extending from the shore or another pier into the boat basin which provides access to the Finger Docks extending perpendicular thereto as further depicted on the Condominium Plat.

(P) "Phase" shall mean and refer to each tract of land designated as a Phase on Exhibit "A" on the survey and plot plan attached hereto.

(Q) "Properties" shall mean and refer to all properties, and additions thereto, as are now or hereafter made subject to this Declaration, the initial portion of which is more particularly described in Exhibit "A" hereof.

(R) "Unit" shall mean a Boat Slip Unit as defined herein. The term may be used where other provisions are applicable to all Units within the Condominium.

(S) "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon the properties.

(T) "Vessel" shall mean and refer to any owner's motorboat, sailboat or seaworthy watercraft together with any dinghy or other boat kept on board or attached thereto (other than by tow line).

5. OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES.

The ownership of the respective Boat Slip Units in the Common Elements and the share of common expenses and common surplus shall initially be an equal fractional share of 1/97 (1.03%). As each or any Phase is added to the Condominium or the number of Boat Slip Units in an existing phase is altered pursuant to Developer's reserved rights, each Boat Slip Unit's share of the Common Expenses, Common Elements and Common Surplus shall be reallocated to be an equal fractional share determined by dividing 1 by the total number of Boat Slip Units in the Condominium.

6. COMMON ELEMENTS.

Any right, title or interest in a Condominium Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the owners of the other Condominium Units. The Common Elements shall include, but not be limited to, the following:

(A) All of the above described Land outside of a defined Unit.

(B) A non-exclusive Easement upon all waters above the submerged portions of the Land, except those within the Boat Slip Unit boundaries (subject, however, to the rights, if any, of the others in and to such waters) as granted and defined herein.

(C) All improvements and parts thereof which are not included within the boundaries of the respective Condominium Units.

(D) All structural beams, pilings, columns, Piers, Finger Docks, rip-rap, utility conduits and lines, transformers and transformer platforms, and regardless of whether they are located within or without the Unit boundary lines.

(E) Any utility areas and installations and all utility services which are available to the Units or to the Common Elements and which are not owned by the respective utility companies; provided, however, Developer reserves the non-exclusive use of all main utility lines which are located within the lands of this Condominium but are designed and intended for the use of adjacent lands as well as this Condominium and Developer may convey said main utility lines to the Association or to the City of Palmetto or to the utility providers after complete development of said lands. Developer further reserves the exclusive use and ownership of all fuel lines located within the lands of the Condominium, including lines providing service to the Fuel Dock Area.

(F) All electrical apparatus and wiring, plumbing pipes and apparatus, and other utility conduits, cables, wires or pipes, within the Common Elements and up to the Unit boundary.

(G) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.

(H) Alterations, additions and further improvements to the Common Elements.

(I) Such easements of record which are upon those portions of the marina facility that are not committed to Condominium by this Declaration.

(J) The rights of the Association and Unit Owners pursuant to the Easement Declaration and Lease.

(K) The rights of the Association and Unit Owners pursuant to the Master Declaration and other title instruments referenced on the attached Exhibit "B".

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements except as they may be restricted herein or by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

Except as to the Units and Limited Common Elements, each Member shall have a permanent, nonexclusive, perpetual easement for ingress and egress for pedestrian and maritime traffic over and across the Piers, Finger Docks and basin channels, as appropriate, for use in common with all other Members.

Such rights of use and enjoyment are hereby made subject to the following:

(1) The right and duty of the Association to levy assessments against each Unit for the purpose of maintaining the Common Elements and facilities in compliance with the provisions of this Declaration.

(2) The right of the Association to suspend the voting rights of an Owner and his right to use any of the Common Elements for any period during which any assessment against such owner's Unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(3) The right of the Association to charge reasonable fees for the use of designated facilities (if any) situated on the Common Elements.

(4) The right of the Association, by and through the Board, to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Common Elements and all facilities at any time situated thereon, including the right to fine Members as provided in Paragraphs 14 and 19 hereof. The initial rules and regulations of the Association are attached to this Declaration as Exhibit "E". Any rule and/or regulation shall apply until rescinded or modified in accordance with the Bylaws.

(5) The right of the Developer to permit such persons as Developer shall designate to use the Common Elements and all facilities located thereon.

7. LIMITED COMMON ELEMENTS.

The following shall be deemed to be Limited Common Elements (LCE), the use of which shall be limited to those Unit Owners to whom such use is assigned either by means of this Declaration, by the Condominium Plat or by assignment by instrument in writing executed by the Developer or by the Association:

(A) Each Pier within the Condominium shall be deemed to be a Limited Common Element for the sole and exclusive use of the Owners of Units adjacent to such Pier. Upon acquisition of title to a Unit, the Unit Owner shall have the exclusive right to the use of such Pier, in common with the owners of other Units serviced by such Pier, without additional charge therefor by the Association other than such Unit's normal share of the common expenses of the Condominium. The exclusive right of the Owner of such Unit to use such Pier shall become an appurtenance to said Unit and shall thereafter be conveyed or encumbered as an appurtenance to the Unit without necessity of specific reference thereto. Such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the Condominium Unit to which it is assigned.

(B) Each Finger Dock furnishing access to a Unit or Units as shown on the Condominium Plat shall be deemed to be a Limited Common Element for the sole and exclusive use of the owner or owners of the respective Unit or Units which physically abut such Finger Dock.

(C) Each mooring piling located adjacent to or within a Unit as shown on the Condominium Plat shall be deemed to be a Limited Common Element for the sole and exclusive use of the owner or owners of Units which share an abutting water boundary.

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8. ASSOCIATION.

9. VOTING RIGHTS.

10. COMMON EXPENSES.

(A) Costs of operation, maintenance, repair and replacement of the Common Elements and Limited Common Elements.

Page 9
Declaration of Condominium

(C) Costs of water, electricity and other utilities which are not metered or billed separately to the individual Condominium Units (pump-out service is not provided by the Association).

(D) Costs of labor, material and supplies used in conjunction with the Common Elements.

(E) Repair of damages to the Condominium Properties in excess of insurance coverage.

(F) Salary and fees of the manager or managers and their assistants, as shall be determined by the Board of Directors of the Association.

(G) Premium costs of fire, windstorm, flood and other property and liability insurance as provided herein.

(H) Initial cost of installation of additions, alterations or improvements, or acquisition of additional lands, leaseholds or other possessory or use rights in lands, waters or facilities, or memberships or other interests in recreational facilities, purchased as part of the Common Elements for the benefit of all the Unit Owners of this Condominium.

(I) Charges for cable or central antenna television service.

(J) Cost and expenses of dredging or otherwise maintaining a proper depth of the submerged lands within the Condominium, including those lands beneath each Unit and the Common Elements.

(K) Costs and expenses related to maintenance of the channels leading into the Manatee River and the operation, maintenance and repair of any channel marking facilities and the cost of all services and supplies relating thereto.

(L) All costs and expenses of complying with and performing any assessments, maintenance and cost burdens imposed by the instruments identified on Exhibit "B" attached hereto.

(M) Costs and expenses of taxes levied upon the Common Elements.

(N) Expenses to be paid by the Association pursuant to the Master Declaration, including assessments and other charges due to Riviera Dunes Master Association, Inc., a non-for-profit Florida corporation, as provided in the Master Declaration.

(O) Expenses to be paid by the Association pursuant to the Easement Declaration.

(P) Rents, costs and expenses of leases of recreational and other facilities, if any, from time to time entered into by the Association, including payments due under the Lease.

(Q) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Florida Condominium Act, this Declaration, the Restated Articles of Incorporation and the Amended and Restated Bylaws.

11. MAINTENANCE, REPAIR AND REPLACEMENTS.

(A) BY THE ASSOCIATION.

The Association shall maintain, repair and replace as part of the common expenses all of the Common Elements including all Limited Common Elements as defined herein. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, and to all Units during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit. The Association shall maintain, repair and replace all mechanical equipment serving the Common Elements. The Association shall maintain, repair and replace all electrical power lines up to and including the power boxes located adjacent to each Unit and all water lines. The Association has assumed and shall be obligated to perform all of the obligations imposed upon the Developer as to the Land legally described on Exhibit "A" hereof by the instruments identified and described on Exhibit "B" attached hereto. If the Board determines that any maintenance or repair required to be made by the Association was necessitated by the negligence of the Unit Owner, his family, agents, guests or invitees, the cost of such maintenance and repair shall be assessed against the Unit Owner and may be collected as any other assessments provided herein.

(B) BY THE UNIT OWNERS.

Each Unit Owner shall maintain, repair and replace everything within the confines of his Unit which is not part of the Common Elements or Limited Common Elements as defined herein (except as otherwise provided herein), and the Vessel moored within the Unit. Each Unit Owner shall also keep the Finger Dock adjacent to his Unit (LCE) in a clean, sanitary and neat condition.

In the event any Unit Owner fails to properly maintain and repair his Unit, or the Vessel moored within his Unit, the Association, at the discretion of the Board of Directors and without any obligation to do so, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner. The Association shall have a lien against a Unit and Vessel for the cost of any repairs it shall make to such Unit, or the Vessel moored within such Unit, to the same extent as provided for by the Condominium Act for unpaid assessments, plus interest at the maximum rate allowed by law and reasonable attorneys' fees incurred by the Association in the collection thereof.

12. INSURANCE, DESTRUCTION AND RECONSTRUCTION.

As agent for and on behalf of the Unit Owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible

insurance company upon all of the insurable improvements of the entire Condominium, including the Common Elements and the respective Units and personal property of the Association, for the full replacement or insurable value thereof. The Association may maintain flood insurance covering improvements located on the Common Elements. to the extent that such insurance is available at a reasonable cost. The premium for such insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association's Board of Directors shall have full authority as agents for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and the Institutional First Mortgagees, upon request, shall be furnished mortgagee endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring any Vessel moored by him within his Unit and any personal property, neither of which are to be covered by the Association policy.

In the event of a destruction or casualty loss to any of the Condominium improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer. If said proceeds are in excess of \$50,000 they shall be immediately paid over by the treasurer to a Florida banking corporation having trust powers, such bank to be selected by the Association Board of Directors. Said proceeds shall be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Directors. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the improvements immediately prior to such destruction or casualty loss; or if not possible or commercially practicable, then in substantial accordance with the plans and specifications approved by the Board of Directors of the Association. The insurance carrier shall not be required either to assure that the proceeds are paid over to the trustee or that they are properly applied as provided herein. Said funds shall be disbursed upon written draw requests signed by the president or vice-president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a Unit Owner, but if it is determined by the Board of Directors that the damage was proximately caused by the negligence of a Unit Owner, such Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and if such amount is not promptly paid the Association shall have a lien for such amount, plus interest at the highest rate allowed by law from the date of such assessment, and reasonable attorneys' fees for the collection thereof, which lien may be enforced and collected in the same manner as a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than \$50,000, they need not be placed in trust but shall be held by the treasurer in the Association account and applied directly by the Board of Directors for the above purposes.

In the event of a total or substantial destruction of all of the Condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds (2/3) of the voting rights of the Units in this Condominium vote to terminate this Condominium. In the event the Condominium is to be terminated, then all owners of Units will immediately convey all their right, title and interest to their respective Units to the bank trustee selected by the Board of Directors to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Manatee County will have the immediate effect

of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local market conditions pertaining to marinas and boat mooring facilities. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, legal fees, and other costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the Units in accordance with the respective values of the Units in this Condominium prior to such destruction as determined by three experienced real estate appraisers selected by the Board of Directors. Trustee shall distribute each Unit's share of said funds jointly to the record title owners of each Unit and the record owners of any mortgages or other liens encumbering such Unit at the time of the recording of its conveyance to the trustee by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as provided herein even though the share of a particular Unit in said funds is insufficient to pay all liens in full. In such event, the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of the common surplus. Nothing herein provided shall in any way relieve the Unit Owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

13. LIABILITY INSURANCE.

The Association shall obtain and maintain public liability insurance covering all of the Common Elements and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular Unit or appurtenant Limited Common Element, as he may deem appropriate. Additionally such Owner shall maintain liability insurance on the Vessel occupying his unit in the minimum amount of \$1,000,000.00. The policy of said insurance shall name the Association as an additional insured.

14. RESTRICTIONS UPON USE.

No owner, tenant or other occupant of a Unit shall:

(A) Use the Unit for other than the mooring of a Vessel previously approved by the Board of Directors of the Association, or its Manager, which approval shall not be

unreasonably withheld. Use of Units for mooring of Vessels that are for sale by Owners or boat brokers and for mooring of Vessels for hire (charter fishing or otherwise) are permitted and the Association shall not have the right to prohibit or unreasonably restrict such use of the Units.

(B) Install any exterior lights except those customarily installed on boats.

(C) Make any structural additions or alterations to any portion of the Common Elements; erect or attach any structures or fixtures within the Common Elements.

(D) Permit loud and objectionable noises or obnoxious odors to emanate from the Unit or play any electronically amplified musical instrument or device which may cause a nuisance to the owners or occupants of other Units as determined in the sole opinion of the Board, nor install or maintain within his Unit any motor or pump which creates or allows the transmission of excessive noises between Units as determined in the sole opinion of the Board of Directors.

(E) Make any use of a Unit which violates any law, ordinance or regulation of any governmental body.

(F) Fail to conform to and abide by the Bylaws of the Association and the uniform rules and regulations which may be adopted from time to time by the Board of Directors in regard to the use of the Unit, the Vessel within the Unit and the Common Elements or fail to allow the Board of Directors or its designated agent to enter the Unit and the Vessel within the Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and Rules and Regulations of the Association.

(G) Erect, construct, install or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures, on the exterior of the Vessel or on or in any of the Common Elements, except with the written consent of the Association Board of Directors.

(H) Permit or suffer anything to be done or kept within his Unit which will increase insurance rates on any Unit or on the Common Elements.

(I) Commit or permit any nuisance or illegal act in his Unit or in or on the Common Elements.

(J) Divide or subdivide a Unit for purpose of sale or lease.

(K) Obstruct the common way of ingress or egress to the other Units or the Common Elements.

(L) Hang any laundry, garments or other unsightly objects from the Vessel, Finger Dock, Pier or any other area which is easily visible outside of the Vessel.

(M) Allow anything to remain on the Dock or Finger Pier or other common elements of travel, except as authorized by the Association's Board of Directors.

(N) Allow any rubbish, refuse, dead fish, garbage or trash to accumulate in places other than the receptacles provided therefor. Each Unit and the adjacent Common

Elements shall at all times be kept in a clean and sanitary condition. Garbage shall be placed in water-proof bags or similar containers before being placed in the appropriate receptacles.

(O) Allow any fire or health hazard to exist, including open flame barbeque grills.

(P) Make use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

(Q) Allow any animals to be kept in the Vessel moored within his Unit or in the Common Elements other than in conformity with rules and regulations promulgated from time to time by the Board of Directors; provided, that in the event any pet becomes a nuisance to other Unit Owners, in the sole opinion of the Board of Directors, such pet shall be removed from the premises immediately upon notice from the Board of Directors; nor shall any Unit Owner allow any pet to use the Common Elements except when on a leash and accompanied by the owner and then only so long as the pet does not make a mess or otherwise disturb the common areas.

(R) Discharge gas, oil, fuel, any other chemicals or toxic, biological or human waste, into any part of the Condominium.

(S) Park any boat, camper, trailer, mobile home or similar vehicle in any parking area overnight, except a personal vehicle of a Unit Owner or a Unit Owner's licensee or invitee.

(T) Store any golf cart, automobile, bicycle, motorcycle or any other vehicle on any portion of the Common Elements, except where authorized by the Association.

(U) Violate any lawful ordinance or regulation of the City of Palmetto, including, but not limited to, any such ordinances governing speed or wake control and any other such ordinances.

(V) Violate any lawful statutes or regulations that have been lawfully adopted by the State of Florida or the United States government, including, but not limited to, boating safety, environmental protection, and any other such statutes and regulations.

(W) Maintain or use the Boat Slip Unit as a residence, domicile or live aboard in violation of permits (as may hereafter be revised or amended) applicable to the Condominium.

(X) Fail to use available pumpout facilities for disposing human waste.

(Y) Fishing in the Condominium is prohibited except for fishing in areas authorized by the Association and fishing by an Owner in or from his own Unit.

(Z) Swimming in the Condominium is prohibited except in the Swimming Pool Facilities as provided in the Easement Declaration.

(AA) Vessels must be moored in compliance with the following minimum setbacks: (i) 1.5 feet from common boundary line between Units, and (ii) .5 feet from adjoining Pier. No setback is required from Finger Dock (or from Pier if no Finger Dock adjoins the Unit).

The Board of Directors of the Association may enforce these Restrictions by adopting fines levied against defaulting Owners in the same manner as special assessments. Such fines or penalties shall be promulgated in the Rules and Regulations applicable to management of the affairs of the Association.

The parking of additional automobiles within parking areas for the Condominium pursuant to the Easement Declaration may be approved on a temporary basis by any manager employed by the Association, with the goal that reasonable parking availability will be maintained for the Unit Owners. Additional reasonable Rules and Regulations may be imposed upon the usage rights by the rules and regulations adopted by the Board of Directors from time to time.

15. GOVERNMENTAL PERMITS.

This Condominium has been developed as a marina and boat mooring facility under permits issued by the Florida Department of Environmental Protection (permits #411783719 and #41-01727573-001); Department of Army, Corp of Engineering (permit #90IPDB-02057); and the City of Palmetto (collectively, the "Permits").

(A) Compliance By Owners.

Each Owner, by acquiring title to a Unit, shall be subject to all of the provisions set forth in such Permit and covenants and agrees to comply with all Permits and all rules and regulations promulgated by any federal, state, county or local agency having jurisdiction.

(B) Compliance By Association.

The Association, as the management organization for the Condominium, shall likewise be subject to all of the provisions set forth in such Permits and covenants and agrees to comply with all Permits and all rules and regulations promulgated by any federal, state, county or local agency having jurisdiction. The Association shall have the right, on behalf of all Owners, to enter into agreements with governmental bodies relative to the operation and maintenance of the facility.

16. SALE, TRANSFER, LEASE OF UNIT.

Subject to the exceptions specified herein, in recognition of the close proximity of the Units and the compact conditions which will exist in this Condominium, the mutual utilization and sharing of the Common Elements and common facilities, and the compatibility and congeniality which must exist between the Unit Owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers or leases longer than one (1) year in duration of a Unit before such sale, transfer or lease shall be lawful, valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and

shall be accompanied by a transfer fee as required by regulation of the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits and financial responsibility of the proposed purchaser, transferee, lessee or occupant. Consideration shall also be given to the size, type, nature and condition of the Vessel to be moored within the Unit. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver nor estop the Association from enforcing this provision in any other instance.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or their subsidiaries or affiliates, or to conveyances or leases to or from such institutional first mortgagees or the Developer.

There shall be no restrictions of any kind in respect to Association approval for leases of Boat Slip Units for any period less than one (1) year.

17. ASSESSMENTS AND LIENS.

The Board of Directors of the Association shall approve annual budgets reflecting projected anticipated income and estimated expenses for each fiscal year, and the assessment to be made against each Unit in the Condominium. The initial Association budget for 2003 is attached as Exhibit "G". Each Unit Owner will be responsible for his Unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-fourth (1/4) of each Unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the Unit Owners in proportion to each Unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Each Owner shall be liable to the Association and shall be subject to a special assessment for any damage to any portion of the Common Elements or Units (including but not limited to, damage arising from the discharge of debris, sewage, oil, fuel or other prohibited substances from a vessel into or on the waters) caused by or resulting from active conduct misuse, negligence, failure to maintain or other cause attributable to such Owner, any member of the Owner's family or any agent, lessee, sublessee, guest or invitee of such Owner. Any assessments or other indebtedness owing by Unit Owners to the Association which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law and shall be subject to such late charge as may be established by uniform rules and regulations of the Board. The Association shall have the remedies and liens provided by the Florida Condominium Act with respect to unpaid assessments, and all other rights permitted under Florida law, which shall include the right to any late charges, accrued interest, court costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or court enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting Unit Owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each Unit Owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) to provide working capital and to cover contingent expenses from time to time. Each Unit Owner shall commence paying his share of the annual assessment on the first day of the month following the acquisition of title to such Unit.

Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Developer is the Owner of any Unit, the Developer shall not be liable for assessments against such unit, provided that Developer funds any deficit in operating expenses [exclusive of reserves, costs of capital improvements and non-budgeted repairs or replacements and management fees (if Developer or its affiliate is entitled to same) of the Association. For the purposes hereof, a deficit in operating expenses shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Association. Developer may at any time and from time to time commence paying such assessments as to Units that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all of the Units have been sold, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits other than those which arose prior to such time.

The portion of all regular assessments collected by the Association for the reserves for future expenses, and the entire amount of all other assessments, shall be held by the Association for the benefit of the Owners of all Units, as their interests may appear, and may be invested in interest bearing accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

18. RIGHTS OF DEVELOPER.

Developer hereby reserves unto itself, its successors and assigns, the exclusive right to elect and to remove and replace from time to time all Directors of the Association (who need not be Unit Owners). Developer may terminate such right at an earlier date by relinquishing control of the election of the Board of Directors to the Unit Owners at any time. Until relinquishment of Developer control of the Board of Directors ("Turnover"), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits or to the plan of development, as may be required by any lender, governmental authority or as may be, in Developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

It is recognized that at the date hereof, construction of all of the improvements and the Units contemplated by the Condominium Plat described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the Common Elements and the Condominium property generally, for the purpose of constructing and completing said improvements and Units and effecting the sale or lease of all of the Units. Until all Units in the Condominium are sold, Developer shall have the right to maintain one or more Units to be used for display to prospective purchasers of Units in this Condominium and may exhibit such signs and sales paraphernalia in such Units and on the Common Elements as may be desirable to effect such sales. With respect to all initial purchases from Developer, Developer shall have the rights of the Association to approve all purchasers and Vessels as provided in Paragraph 16 herein. Developer shall also have the right to expand or add service facilities (e.g., washroom, restrooms, et cetera) to the Condominium without the approval of Unit Owners or the Association. The Developer shall also have the right, but not the obligation, to add additional real property and improvements, or to add use and ownership rights to improvements by and through easements, leases and agreements, to the Condominium as Common Elements or as additional Condominium property,

together with such improvements and facilities as the Developer deems appropriate in Developer's sole discretion without the approval of the Unit Owners or the Association.

Pending the conveyance of the first Unit owned by a party other than the Developer, the Developer reserves the right to amend this Declaration of Condominium, the Articles of Incorporation and the Bylaws without the joinder or consent of any party, save and except for such approvals as may be required by other instruments of record prior to the recording of this Declaration, and any mortgagees that Developer has contracted with separately requiring such consent.

19. REMEDIES FOR DEFAULT.

In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by any Unit Owner in the compliance with and fulfillment of the provisions of the Florida Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual Unit Owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including fees and costs incurred in appellate proceedings. During any period of default by a Unit Owner in the payment of any assessments against the Unit, the Association may discontinue the supply of any utility services or the furnishing of any other services to such Unit which are paid for by the Association as a part of the common expenses. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting Unit Owner. In the event the occupant of any Unit fails or refuses to comply with the Association rules and regulations, such occupant may be denied the use of the service facilities of the Condominium by the Association manager or the Board until such default is corrected. In addition to all other remedies reserved to the Association, there shall be a fine imposed on each Boat Slip Unit which creates or allows the discharge of toxic, biological or human waste into any part of the Condominium in the amount of \$1,000.00 for each occurrence and such fine shall be a lien upon the Boat Slip Unit responsible for such discharge.

20. AMENDMENTS.

(A) Subject to such consents and approvals as specified elsewhere herein, this Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all Unit Owners, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the Condominium, and the voting rights of members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and Bylaws may be amended by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two-thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the president or vice-president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Manatee County. It shall not be necessary for the individual Unit Owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice-president and attested by the secretary of the Association as provided herein shall be prima

facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. Until such time as Developer shall have conveyed title to all Units in this Condominium, no amendments to the Declaration of Condominium or Bylaws shall be effective without its written consent. By acceptance of a deed to a Unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be deemed necessary or desirable by Developer from time to time prior to the conveyance of all Units by Developer in order to (a) identify, locate and dimension any Units which are not completed at the date of this Declaration; (b) to correct any errors or omissions in this Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions of any state or federal rules or regulations or county or municipal ordinances; (d) to gain acceptance or approval of any institutional mortgage lender or title insurer; or (e) to add additional lands, modify zoning or other modifications as set forth in the next paragraph. Such amendments may be executed by the Developer without the written consent of the Unit Owners, institutional first mortgagees, or other holders of recorded liens or other interests therein. All amendments shall take effect immediately upon recordation in the Public Records of Manatee County.

(B) The provisions of subparagraph (A) of this Paragraph 20 to the contrary notwithstanding, the Developer reserves the right and shall have the right and power to amend this Declaration of Condominium for the purpose of constituting the property described on Exhibit "A" hereto as "Phase 2" and/or "Phases 3," subject to the Condominium form of ownership and for the purpose of having said property become a part of this Condominium. The Developer may, by an instrument executed with the formalities required for declaration of condominiums, establish and create an amendment to this Declaration setting forth Developer's intention to cause each of said Phases 2 and 3 to be submitted to Condominium ownership and declaring said Phases a part of this Condominium. Said amendment shall have attached thereto or included therein a certificate by an architect or engineer, conforming to the requirements of Subsection 718.104(4)(e), Florida Statutes, the Condominium Act, with respect to the applicable Phase in Exhibit "A". Furthermore, should there be any changes required in this Declaration with respect to any such Phase and the improvements thereon as actually constructed, such changes shall be reflected in said amendment. Once a Phase shall have been declared a part of this Condominium and submitted to Condominium form of ownership in accordance with this Paragraph, this Declaration shall be deemed amended to include Phase 1 and the subsequently added Phase or Phases to the same extent and effect as if Phase 1 and the additional Phase or Phases had been declared a Condominium at the time of the initial execution and filing of this Declaration, subject nevertheless to the modifications and amendments set forth in the amendatory document or documents declaring the subsequent Phase or Phases a part of this Condominium and submitting it or them to the Condominium form of ownership; provided, however, that no units in a Phase shall be assessed retroactively but assessments shall commence only from and after the recording of the Amendment adding the Phase except to the extent a later date may be lawfully provided. The power and rights reserved herein to the Developer may be exercised by the Developer without joinder or consent of any unit owner in the Condominium or any other person or persons. The power and authority reserved to and granted to the Developer in Paragraph 3 and in this Paragraph to amend the Declaration of Condominium of the purposes herein expressed shall be liberally construed to allow the Developer to correct and adjust any deviations or errors in the configuration of units, in the placement of and in the size or location of units in Phases 2 and 3 and to otherwise cause the amended Declaration of Condominium to accurately reflect all of each Phase as actually

constructed and produced. The amendment(s) mentioned herein shall be effective from and after its (their) recording. Nothing in this Paragraph nor elsewhere in this Declaration shall be deemed or construed to require the Developer to create any or all of those Phases as a part of this Condominium, whether or not constructed or otherwise improved. The construction of improvements and addition of Phases 2 and 3 to this Condominium is totally discretionary with and at the option of Developer. If Developer elects not to make any or all of those Phases a part of this Condominium, Developer may utilize or improve the property of any or all of those Phases 2 and 3 in any manner conforming to applicable zoning and building codes, rules and regulations, and the limitations in this Declaration on such construction and improvements, including but not limited to the size and location of units and the numbers thereof, shall not apply nor control. This Paragraph shall not be amended without the written consent of the Developer.

21. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.

Except as otherwise provided herein, the written consent of all savings and loan associations, banks and insurance companies (or their subsidiaries or affiliates) holding first mortgages upon any of the Units (herein referred to as "Institutional First Mortgagees") shall be first obtained prior to recording any amendment to this Declaration (except amendments by the Developer to identify, locate or dimension Units under Paragraphs 3 and 20 above); prior to the termination of the Condominium; prior to the partition or subdivision of any Unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements; which consent shall not be unreasonably withheld. Approval of amendments by Institutional First Mortgagees shall be deemed given if mailed Certified Mail, return receipt requested, and there is no response within 45 days of mailing and the request for approval states approval will be deemed given if there is no response within 45 days. Any Institutional First Mortgagees which obtain title to a Unit through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such Unit prior to the acquisition of such title unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such Unit which shall come due during the period the Unit is owned by the mortgagee.

22. EASEMENTS FOR ACCESS AND ENCROACHMENTS.

Each Unit Owner shall have a nonexclusive perpetual easement for ingress and egress to and from his respective Unit through the Common Elements, as the same be regulated by the Association and a perpetual easement for encroachments which may exist now or in the future by reason of inaccuracies in construction or settlement or movement of the Finger Docks and Piers, which encroachments shall be allowed to remain undisturbed until they no longer exist.

In the event any portion of the Common Elements encroach upon any Unit, or if any Unit encroaches upon any portion of the Common Elements, or if a Vessel of an owner shall encroach upon an adjoining Unit or Common Area brought about as a result of either (a) a wake caused by the movement of other Vessels through the basin channel, or (b) tidal movement or other natural water flow, or (c) storms or other acts of God, then, in any such event, a valid easement shall exist for such encroachment; provided, however, that notwithstanding the foregoing an owner shall be liable for all damages to the Unit or Vessel of another owner or to the Common Elements of the Condominium when the proximate cause of such damage is the failure of such

owner to properly secure his Vessel to the Finger Dock and the Limited Common Area mooring piles.

23. EASEMENT DECLARATION.

The Developer has granted to the Unit Owners certain easement rights as to adjacent real property owned by Developer (the "Developer Parcel") for access, parking and other uses as provided in the Easement Declaration. A copy of the Easement Declaration is attached hereto as Exhibit "F".

24. EASEMENTS.

Developer hereby reserves for itself, its successors and assigns, perpetual easements for ingress and egress and for the installation, construction, repair, maintenance and replacement of gasoline, diesel and other fuel lines and equipment, and private and public utility lines and services of all kinds, including, without limitation, water, sewer, fire protection, electricity, telephone, cable television, garbage and trash disposal, under, over and across the Common Elements of the Condominium including, but not limited to, the easements reflected on the Condominium Plat. The utility easements herein reserved may serve this Condominium, as well as other adjacent properties owed by Developer. Easements reserved by Developer specifically include easements over the Common Elements, including Piers and Finger Docks as required for access, utilities and fuel lines to the Fuel Dock Area as shown on the Plat which shall be owned and operated by the Developer and shall not be part of the Condominium. No action shall be taken by the Association or any Member that would impede Developer's ability to utilize the Fuel Dock Area for the purpose of providing fuel and other services to any boat or other watercraft. Additional easements may be granted by the Developer in its sole discretion to any public or private utility company as Developer may deem necessary or desirable for the provision of utility services to any property within Riviera Dunes. All public and private utility companies rendering utility services to this Condominium shall have a perpetual, nonexclusive easement over, across, under and through all of the Common Elements of the Condominium for the purposes of construction, installation, maintenance, repair and replacement of the utilities servicing this Condominium, and a license or right of entry for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land area for such purposes, then any pavement, roadway, grass, landscaping or other improvements which are so disturbed shall be restored by the utility company as soon as practicable to their prior condition as nearly as possible. Developer further reserves the right to grant a maintenance easement to the Master Association for maintenance, repair and replacement of the rip-rap and slope area adjoining the Condominium which easement may be located within the Westerly 20 feet of the Condominium Property.

25. RIVIERA DUNES COVENANTS AND REQUIRED MEMBERSHIP IN PROPERTY OWNER'S ASSOCIATION.

This Condominium is part of a larger development known as "Riviera Dunes". Riviera Dunes is being developed as a planned development in accordance with development plan heretofore approved by the City of Palmetto and as such plan may be changed or modified from time to time hereafter. This land is subject to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes, which is recorded in Official Records Book 1616, Page 4557, Public Records of Manatee County, Florida. In connection with such development,

certain land areas, referred to as "Common Elements", will from time to time hereafter be set aside by W.C. Riviera Partners, L.C., a Florida limited liability company ("W.C. Riviera Partners") or deeded to Riviera Dunes Master Association, Inc., a not-for-profit Florida corporation (hereinafter referred to as "Master Association"), as a portion of the common areas of said development and will thereupon become available for the common use, enjoyment or benefit of property owners in Riviera Dunes. Said common areas may include, by way of illustration and not by way of limitation, private roads, waterways, lakes, ponds, bicycle and other paths, walkways, and other open areas. The common areas will be designated as such either on plats or in other documents which will be recorded from time to time by W.C. Riviera Partners. In addition, certain land areas, referred to as "Neighborhood Common Elements", may be set aside by the developer of Riviera Dunes in some subdivision or condominium areas or deeded to subdivision or condominium associations and, in such event, will be available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Elements will be designated as such either on plats or in other documents which will be recorded by the developer of Riviera Dunes from time to time.

In order to establish, protect and preserve the quality of this Condominium, the Association shall be a member of the Master Association and shall maintain such membership in good standing.

The purpose and objective of each of said associations is as follows:

(A) Riviera Dunes Marina Condominium Association, Inc.

This corporation will be responsible for the operation of the Condominium as hereinabove set forth in Paragraph 8.

(B) Master Association.

The purpose of this association is to own, improve, maintain and manage the Common Areas of Riviera Dunes and to conduct the affairs of this planned development in accordance with said corporation's Charter and Bylaws, and the Master Declaration, and as the same may be further amended from time to time hereafter, and in accordance with any and all applicable ordinances of the City of Palmetto.

(C) Right of Assessment.

Each of the aforesaid associations shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the Units in this Condominium. The Association shall pay all assessments levied by the Master Association allocated to the Condominium Property and all such payments shall be deemed common expenses of the Condominium. All assessments by the Master Association against the Condominium Property and/or Developer Parcel shall be divided and paid fifty percent (50%) by the Association and fifty percent (50%) by the Owner of the Developer Parcel.

(D) Transfer Fee.

The Association shall have the right to charge a reasonable fee to any Unit Owner as a prospective seller for processing an application for approval of a prospective purchaser.

(E) Compliance By Unit Owners.

Each Unit Owner in this Condominium shall comply with and abide by the terms and provisions of the documents hereinabove referred to.

26. TITLE TO UPLANDS AND SUBMERGED LANDS ADJACENT TO CONDOMINIUM AND MAINTENANCE OF RIP-RAP.

Portions of this Condominium are located adjacent to a privately owned body of water, viz: a perimeter channel to the east of the Condominium which encircles a large portion of Riviera Dunes and is labeled "Basin" on the Condominium Plat. The property line of this Condominium as described in Exhibit "A" extends to the waters of the Basin along the common boundary of the water area of the Condominium marina. The title to any and all uplands abutting this Condominium shall remain in the owner thereof, as reflected in the Public Records, and shall not be deemed to be included in any transfer of title by Developer to any Unit or the Common Elements appurtenant thereto; provided, however, that notwithstanding this reservation of title as per record, as provided in the Easement Declaration. Any and all rip-rap located along edges of the aforesaid Basin shall be maintained as provided in the Master Declaration.

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

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 by Developer, 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 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. 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.

28. TITLE TO AND MAINTENANCE OF BASIN AND ACCESS CHANNEL.

The title to the basin adjacent to this Condominium shall remain in the W. C. Riviera Partners until transferred to Master Association.

The Master Association shall have the responsibility for maintaining the areas constituting the "Basin", together with the channel leading to Manatee River. The Association shall also have the right to maintain all channels and other submerged lands with the Condominium.

29. REGULATION AND LIMITATION OF USAGE OF WATERWAYS.

The Basin reflected on the on the plan of Riviera Dunes, is subject to regulation by the Master Association as the safe usage of such waterways and, in general, promoting the general health, welfare and safety. However, regulation of boating within this Condominium shall be the sole responsibility of Association.

30. COMMON FACILITIES AND RESERVED EASEMENTS.

Developer reserves to itself and successor Owners of the Developer Parcel and their tenants, guests and invitees, the non-exclusive right of access over and across all waterways located on the Common Elements of the Condominium for access to and from the Developer Parcel and the Basin.

31. MANAGEMENT AGREEMENT.

The Association, acting through its Board of Directors, is authorized to enter into an agreement with any person or legal entity, including Developer or Developer's subsidiary, to act as managing agent to handle the affairs of the Association and the operation of the Condominium upon such terms and conditions as the Board may deem to be in the best interests of the Condominium and the Unit Owners. The Board may delegate any part or all of the duties and functions of the Association to such managing agent.

32. AD VALOREM TAX ASSESSMENTS.

Each Unit Owner shall be responsible for the payment of his ad valorem tax bill. If the Property Appraiser of Manatee County continues to assess the entire Condominium property as one parcel rather than by separate assessment of each Unit, the Association will pay the ad valorem real estate taxes on all Condominium property and will assess such taxes to each Unit Owner as a part of the common expense of the Condominium.

33. DEVELOPER EASEMENTS.

Without limiting the generality of any other easements created or granted herein, it is hereby declared that the following easements are reserved and granted to the Developer, and said Developer's successors and assigns, shall burden any portions of the Common Elements and Limited Common Elements affected thereby and any Boat Slip Units affected thereby, shall be nonexclusive and shall continue in full force and effect unless and until the Condominium is terminated and such easement rights are released by separate instrument by the Developer or its successors and assigns. These easements are:

(A) Maintenance, Dredging and Clearing Easement.

An easement for ingress and egress for the purpose of performing such dredging, maintenance and clearing, upon the Boat Slip Units and the Common Elements as the Developer deems appropriate in its sole discretion, from time to time.

(B) Ingress, Egress and Utilities.

Easements upon the Piers, Finger Docks and the Common Elements for ingress and egress and utilities.

34. MAINTENANCE DREDGING.

The Association shall be obligated to maintain the marina harbor through maintenance dredging and maintenance of the Common Elements, rip-rap and seawalls in a safe fashion and maintaining more-than-adequate depth for the owners of any Vessels that might obtain dockage within the Condominium from time to time. Should the Association fail in its obligations, then the Developer shall have the right, but not the obligation, to perform said maintenance dredging upon the bottoms both within the Common Elements and the Boat Slip Units and maintenance of the Common Elements, and shall be entitled to recover all of the costs of said maintenance dredging and maintenance of the Common Elements, rip-rap and seawalls from the Association.

35. CENTRAL ANTENNA TELEVISION SERVICES.

Developer reserves and retains the title to all of the distribution wires and lines, amplifiers, towers, antennae, and other apparatus and equipment pertaining to and utilized in conjunction with the central television antenna signal distribution within the Condominium. Developer further reserves a perpetual easement for ingress and egress as may be necessary to service, maintain, repair, replace and install such apparatus and equipment as may be necessary or desirable in connection with the operation of such system. Developer may connect the distribution system to a receiving tower within or without of the confines of the Condominium or may connect it to a signal source supplied by others including franchise companies supplying such signals to other customers. For such service, Developer, its successors and assigns, shall be entitled to charge the Association a reasonable fee for each Condominium Unit not to exceed the maximum charge for CATV services supplied by companies to single family residences in the City of Palmetto.

36. TERMINATION.

The Condominium Property may be removed from the provisions of this Declaration at any time by a vote of ninety percent (90%) of the voting rights of all Unit Owners in the Condominium, and the approval of the Developer, such vote to be evidenced by an instrument to that effect signed by the president or vice-president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Manatee County, together with documents evidencing the unanimous written consent of all of the Institutional First Mortgage holders. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association. Easements reserved by Developer shall not be affected.

37. ADDITIONAL DEVELOPER AMENDMENT RIGHTS.

Developer further reserves the right to amend this Declaration in any manner the Developer deems appropriate to comply with the reasonable requirements of any institutional lenders who may have contractual agreements with the Developer or interest in the Condominium property from time to time.

38. VESSEL LIABILITY.

Each and every Unit owner shall be wholly responsible for the condition of their own Vessels and for the safety of the Vessels in the event of a storm or hurricane. For this reason, all Unit owners are advised to make such arrangements as they deem appropriate for the securing or relocating of their Vessels in the event of severe storm, and to obtain such insurance as they deem appropriate for their Vessels. The Association will provide no such Vessel insurance, and will not be required to provide any assistance in the event of storms, hurricanes or other adverse weather or sea conditions. Failure of the owner of a Vessel to properly secure the same shall result in the owner of the Vessel being liable for any and all damages to any of the Common Elements, other units and any other Vessels within the Condominium Property.

39. SALE, RESALE AND LEASING RESTRICTIONS.

There shall exist a right of first refusal to purchase and lease Units in favor of the Developer and its assigns, upon the following terms and conditions:

No owner, other than Developer may sell or convey his interest in a Unit or either to a lease for more than one (1) year except by giving notice by postpaid certified mail, return receipt requested, to Developer (as long as Developer owns any Units in this Condominium) or assigns if its rights hereunder and obligations are assigned. Said notice shall include with it the applicable proposed contract and shall state the terms of the proposed transaction. The giving of such notice to Developer or its assigns shall constitute an offer by the Owner to sell or lease his Unit to Developer or its assigns upon the terms and conditions contained in the notice and contract or lease. Not later than twelve (12) days after receipt of the notice, Developer or its assignee may elect, by sending written notice by certified mail, return receipt requested, to such Owner, to purchase such Unit upon the terms and conditions contained in the notice. The Developer may assign its rights under this provisions.

In the event Developer shall timely elect to purchase or lease such Unit, title shall close at the office of the attorneys for the Developer, in accordance with the terms of the notice, within thirty (30) days after the giving of notice by Developer of its election to acquire the Unit.

In the event Developer (as long as it remains entitled to receive notices of sale or lease) or its assignee shall fail to accept such offer within twelve (12) days after receipt of the notice the Owner shall be free to sell or lease the Unit within one hundred twenty (120) days thereafter. In the event that such sale or lease does not take place within said one hundred twenty (120) day period, or if the terms of the proposed sale or lease are materially changed from those originally submitted to Developer or its assigns, then the applicable Owner shall resubmit all information required hereunder and the procedures set forth herein shall be reinstituted de novo. Any deed to such grantee shall provide or shall be deemed to provide that the acceptance thereof shall

constitute an assumption of the provisions of this Declaration, the By-laws, the Articles of Incorporation, applicable rules and regulations and all other agreements, documents or instruments affecting this Condominium or administered by the Association, as the same may be amended from time to time.

Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of Developer or its assignee. The applicable Owner shall reimburse Developer and the Association for all expenses (including attorney's fees and disbursements) incurred in connection with the voiding of such violative sale, including those for appeals or conveyance.

Owners shall be obligated to deliver the documents originally received from Developer containing this and other declarations and documents, and all amendments thereto, to any grantee of such Owner.

40. SEVERABILITY.

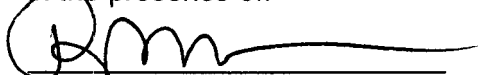
If any provision of this Declaration, the Articles of Incorporation or the Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instrument and of the application thereof in other circumstances shall not be affected thereby.

41. BINDING EFFECT.

All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural. The term "Developer" as used herein shall include R.D. MARINA, LLC, its successors and assigns.

IN WITNESS WHEREOF, R.D. MARINA, LLC, a Florida limited liability company, has caused this Declaration to be executed by its undersigned duly authorized officer, this 27th day of May, 2003.

Signed, sealed and delivered
in the presence of:

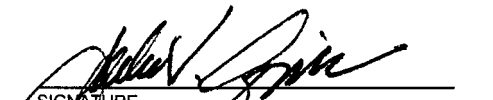


SIGNATURE

ROBERT F. GREENE

NAME PRINTED, TYPEWRITTEN OR STAMPED

R. D. MARINA, LLC,
a Florida limited liability company

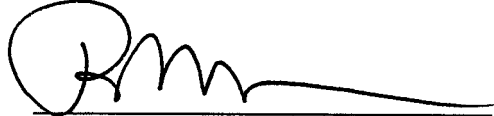
By: 
Name: Michael M. Carter
Title: Manager


SIGNATURE

NAME PRINTED, TYPEWRITTEN OR STAMPED

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27th day of May, 2003, by Michael M. Carter, Manager of R.D. Marina, LLC, a Florida limited liability company, on behalf of the company.

☒ Personally Known OR ☐ Produced Identification
Type of Identification Provided _____



Notary Public

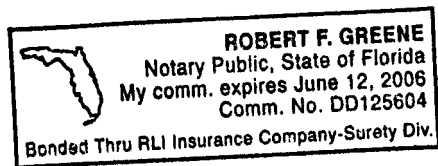
Printed Name:

My Commission Expires:

Commission No.:

(SEAL)

F:\Carter\riviera dunes\condo dec.4.wpd



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0750 PD 0077

CONSENT AND JOINDER

Gold Bank, a Florida state bank, being the owner and holder of that certain mortgage recorded in Official Records Book 1688, Page 4391, of the Public Records of Manatee County, Florida, hereby consents and joins in to the making and recording of the foregoing Declaration of Condominium of Riviera Dunes Marina, a Condominium.

IN WITNESS WHEREOF, Gold Bank, a Florida state bank, has caused this consent and joinder to be executed this 27th day of May, 2003.

Signed, sealed, and delivered
in the presence of:

LENDER:

GOLD BANK,
a Florida state bank

By:

Name: Christopher W. Maxwell
Title: Sr. Vice President

SIGNATURE

JACKSON YOUNG
NAME PRINTED, TYPEWRITTEN OR STAMPED

SIGNATURE

NAME PRINTED, TYPEWRITTEN OR STAMPED

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27th day of May, 2003, by Christopher W. Maxwell, as Senior Vice President of Gold Bank, a Florida state bank, on behalf of the bank.

☒ Personally Known OR ☐ Produced Identification
Type of Identification Provided _____

(SEAL)

Printed Name:
Notary Public
My Commission Expires:
Commission No.

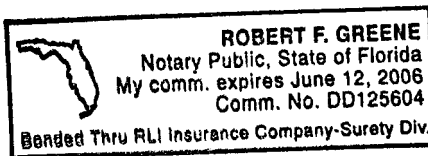


EXHIBIT "A" TO DECLARATION OF CONDOMINIUM

Plat of Condominium

DN 1831 PG 2360 31 of 96

RIVIERA DUNES MARINA
A CONDOMINIUM IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

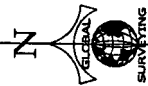
LEGEND
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18. 1/4" = 1' SCALE

LINE TABLE			
LINE	LENGTH	BEARING	
L1	4.75	S45°31'42"E	
L2	2.39	N46°09'06"E	
L3	6.82	N15°09'06"E	
L4	4.34	S16°05'09"E	
L5	11.04	N89°43'12"E	
L6	4.10	S00°15'05"E	
L7	2.39	N46°09'06"E	
L8	5.51	N18°00'08"E	
L9	6.95	S16°05'09"E	
L10	2.29	S47°30'58"E	
L11	2.39	N46°09'06"E	
L12	6.82	S15°09'06"E	
L13	6.95	S16°05'09"E	
L14	2.29	S47°30'58"E	
L15	2.39	N46°09'06"E	
L16	6.82	N15°09'06"E	
L17	6.95	S16°05'09"E	
L18	2.29	S47°30'58"E	
L19	2.07	N46°09'06"E	
L20	6.82	N15°09'06"E	
L21	6.95	S16°05'09"E	
L22	2.29	S47°30'58"E	
L23	2.39	N46°09'06"E	
L24	6.82	N15°09'06"E	
L25	6.95	S16°05'09"E	
L26	2.29	S47°30'58"E	
L27	2.39	N46°09'06"E	
L28	6.82	N15°09'06"E	
L29	6.95	S16°05'09"E	
L30	2.29	S47°30'58"E	
L31	2.39	N46°09'06"E	
L32	7.07	N16°21'12"E	
L33	4.23	S16°05'09"E	
L34	11.13	S89°59'42"E	
L35	4.12	S00°34'11"E	
L36	2.39	N46°09'06"E	
L37	6.82	N15°09'06"E	
L38	6.95	S16°05'09"E	
L39	2.29	S47°30'58"E	
L40	2.39	N46°09'06"E	
L41	6.82	N15°09'06"E	
L42	6.95	S16°05'09"E	
L43	2.29	S47°30'58"E	
L44	2.39	N46°09'06"E	
L45	6.82	S16°05'09"E	
L46	6.95	S16°05'09"E	
L47	2.29	S47°30'58"E	
L48	2.39	N46°09'06"E	
L49	6.82	N15°09'06"E	
L50	6.95	S16°05'09"E	
L51	2.29	S47°30'58"E	
L52	4.81	N44°03'25"E	
L53	6.80	S76°24'03"W	
L54	2.82	S36°11'14"W	
L55	2.25	S51°09'16"E	
L56	6.75	S74°11'56"E	
L57	6.87	S48°02'00"W	
L58	2.16	S48°02'00"W	
L59	2.25	S51°09'16"E	
L60	6.75	S74°11'56"E	

LINE TABLE			
LINE	LENGTH	BEARING	
L61	6.87	S74°04'16"W	
L62	2.31	S48°02'00"W	
L63	2.25	S51°09'16"E	
L64	6.75	S74°11'56"E	
L65	6.87	S48°02'00"W	
L66	2.23	S48°02'00"W	
L67	4.82	S45°56'30"E	
L68	4.83	S44°38'22"W	
L69	6.82	S73°48'35"E	
L70	2.29	S42°48'35"E	
L71	2.29	S43°31'21"W	
L72	6.95	S73°48'35"E	
L73	6.83	S73°48'35"E	
L74	2.56	S45°00'00"E	
L75	2.29	S43°31'21"W	
L76	6.53	S74°57'10"W	
L77	6.82	S73°48'35"E	
L78	2.39	S42°48'35"E	
L79	11.50	S00°31'26"E	
L80	4.06	N90°00'00"E	
L81	2.29	S43°31'21"W	
L82	6.95	S74°57'10"W	
L83	4.80	N45°10'08"W	
L84	2.29	N42°26'30"E	
L85	6.95	N73°52'19"E	
L86	6.82	N74°53'26"W	
L87	2.39	N43°53'26"W	
L88	2.29	N42°26'30"E	
L89	6.95	N73°52'19"E	
L90	6.82	N74°53'26"W	
L91	2.39	N43°53'26"W	
L92	2.29	N42°26'30"E	
L93	6.95	N73°52'19"E	
L94	6.82	N74°53'26"W	
L95	2.39	N43°53'26"W	
L96	4.80	N44°42'18"E	
L97	4.85	S45°39'05"E	
L98	2.21	S43°31'21"W	
L99	6.95	S74°57'10"W	
L100	6.83	S73°48'35"E	
L101	2.56	N45°00'00"W	
L102	2.09	S43°31'21"W	
L103	6.95	S74°57'10"W	
L104	6.82	S73°48'35"E	
L105	2.39	S42°48'35"E	
L106	2.29	S43°31'21"W	
L107	6.95	S73°48'35"E	
L108	6.82	S73°48'35"E	
L109	2.39	S42°48'35"E	
L110	4.91	S46°06'52"W	
L111	4.84	S45°00'00"W	
L112	2.29	N42°26'30"E	
L113	6.95	N73°52'19"E	
L114	6.82	N74°53'26"W	
L115	2.39	N43°53'26"W	
L116	2.29	N42°26'30"E	
L117	6.95	N73°52'19"E	
L118	6.82	N74°53'26"W	
L119	2.39	N43°53'26"W	
L120	2.29	N42°26'30"E	

LINE TABLE			
LINE	LENGTH	BEARING	
L121	6.46	N73°52'19"E	
L122	6.82	N74°53'26"W	
L123	2.39	N43°53'26"W	
L124	4.88	N45°33'24"E	
L125	4.78	S44°39'40"E	
L126	2.29	S43°31'21"W	
L127	6.95	S74°57'10"W	
L128	6.82	S73°48'35"E	
L129	2.39	S42°48'35"E	
L130	2.29	S43°31'21"W	
L131	6.95	S74°57'10"W	
L132	6.82	S73°48'35"E	
L133	2.39	S42°48'35"E	
L134	2.29	S43°31'21"W	
L135	6.95	S74°57'10"W	
L136	6.82	S73°48'35"E	
L137	2.39	S42°48'35"E	
L138	4.74	S45°23'36"W	
L139	4.73	N45°46'45"W	
L140	2.14	N42°26'30"E	
L141	6.95	N73°52'19"E	
L142	6.82	N74°53'26"W	
L143	2.39	N43°53'26"W	
L144	2.29	N42°26'30"E	
L145	6.95	N73°52'19"E	
L146	6.82	N74°53'26"W	
L147	2.18	N43°53'26"W	
L148	2.29	N42°26'30"E	
L149	6.95	N73°52'19"E	
L150	6.82	N74°53'26"W	
L151	2.39	N43°53'26"W	
L152	4.67	N45°11'59"E	
L153	4.74	S45°33'51"E	
L154	2.62	S35°35'34"W	
L155	6.90	S74°12'56"W	
L156	6.89	S74°35'23"E	
L157	2.72	S54°59'04"E	
L158	2.60	S35°35'34"W	
L159	6.90	S74°12'56"W	
L160	6.89	S74°35'23"E	
L161	2.72	S54°59'04"E	
L162	2.62	S35°35'34"W	
L163	6.90	S74°12'56"W	
L164	6.89	S74°35'23"E	
L165	2.72	S54°59'04"E	
L166	2.63	S35°35'34"W	
L167	6.90	S74°12'56"W	
L168	6.89	S74°35'23"E	
L169	2.72	S54°59'04"E	
L170	2.40	S35°35'34"W	
L171	6.90	S74°12'56"E	
L172	6.89	S74°35'23"E	
L173	2.72	S54°59'04"E	
L174	4.72	S45°21'08"W	

OVERALL BOUNDARY



Scale: 1" = 60 FT



GRAPHIC SCALE

RIVIERA DUNES MARINA

A CONDOMINIUM IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 4 OF 6

- LEGEND
- 1. PLAT & CON. SET - PPM 18 6432 UNITS
- 2. CON. SET - PPM 18 6432 UNITS
- 3. CON. SET - PPM 18 6432 UNITS
- 4. CON. SET - PPM 18 6432 UNITS
- 5. CON. SET - PPM 18 6432 UNITS
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- 13. CON. SET - PPM 18 6432 UNITS
- 14. CON. SET - PPM 18 6432 UNITS
- 15. CON. SET - PPM 18 6432 UNITS

533,631 sq. ft.
12.25 acres

N 86°42'01" W 673.13'

D=9331'03"
R= 125.00
A=204.02
CB=S46°32'27"W
CH=182.12

PARCEL 11

FUTURE PHASE 3

S 00°13'04" E 454.75'
S 00°13'04" E 245.44'

MARINA PARCEL

FUTURE PHASE 2

INGRESS/EGRESS EASEMENT

N 89°37'19" W 801.07'

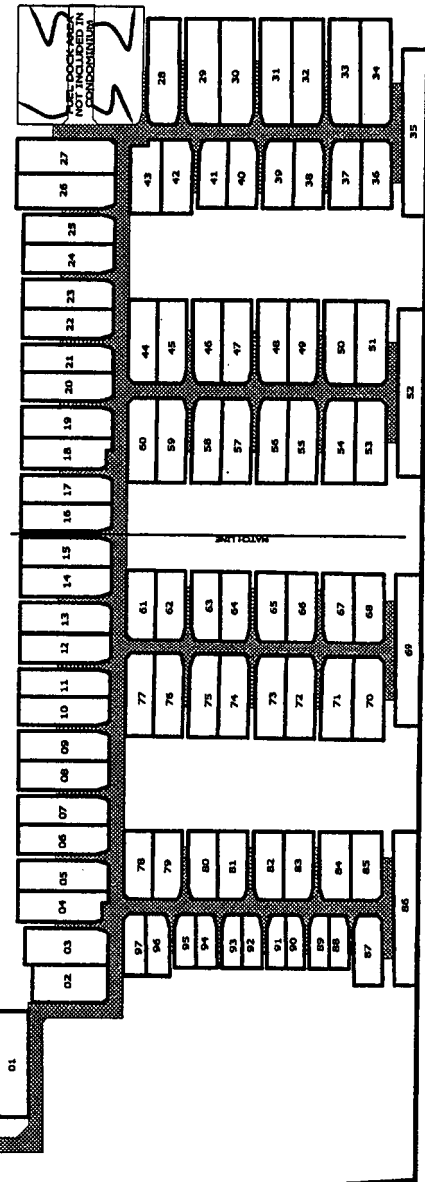
POINT OF BEGINNING

S 03°39'59" E 318.58'

N 00°22'41" E 315.76' (PHASE 1)

N 00°22'41" E 653.02 (OVERALL)

RESERVED FOR
FUTURE PHASE 1
CONDOMINIUM



S 89°46'15" E 778.60'

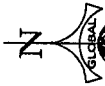
SITE PLAN

GLOBAL SURVEYING, P.A.
CERTIFICATE OF SURVEY NO. 2000004132
5004 STATE ROAD 8, SUITE 3400
BRADENTON, FLORIDA 34208
(941) 748-1512

GRAPHIC SCALE

Scale: 1" = 20 FT

SURVEYING



RIVIERA DUNES MARINA

A CONDOMINIUM IN

SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 6 OF 6

- 1. PERMANENT MONUMENT - 1/4" DIA. ALUMINUM
- 2. CONCRETE MONUMENT - 1/4" DIA. ALUMINUM
- 3. CONCRETE MONUMENT - 1/4" DIA. ALUMINUM
- 4. CONCRETE MONUMENT - 1/4" DIA. ALUMINUM
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- 62. CONCRETE MONUMENT - 1/4" DIA. ALUMINUM
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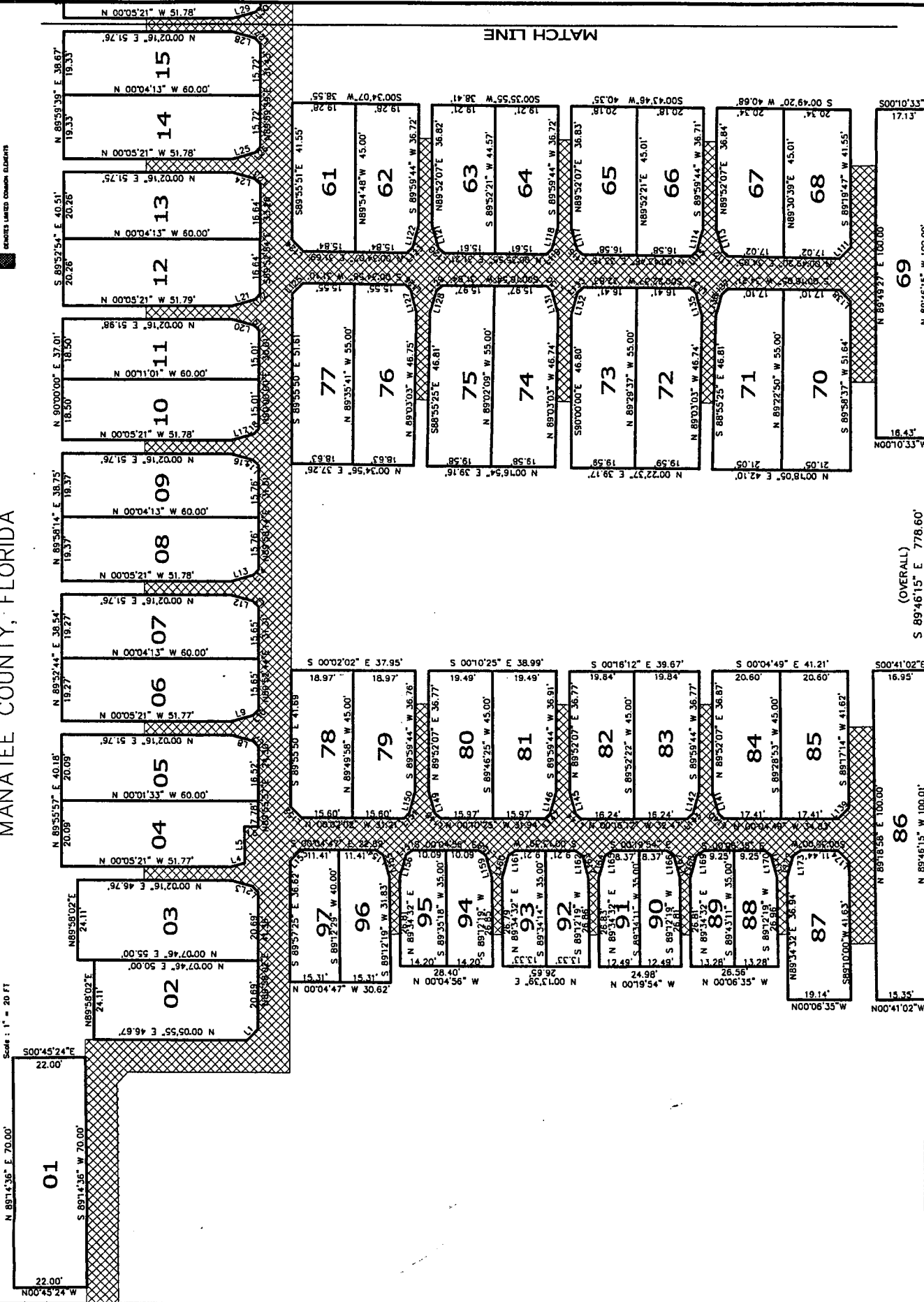


EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

SUBJECT TO THE FOLLOWING:

1. Real estate taxes for the year 2003 and subsequent years.
2. Matters contained in the City of Palmetto Land Development Code, zoning ordinances affecting the Land, and other applicable governmental laws, ordinances, rules and regulations, including but not limited to, the Riviera Dunes DRI Development Order.
3. Agreement by and between Manatee Gateway I and the State of Florida, Department of Environmental Regulation, recorded in Official Records Book 1373, Page 2844, of the Public Records of Manatee County, Florida.
4. Terms, provisions and conditions set forth in Sovereign Submerged Lands Easement granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Manatee Gateway I, a joint venture, a Florida general partnership, recorded in Official Records Book 1378, Page 1557; assigned to Riviera Dunes Resorts, Inc., by Assignment recorded in Official Records Book 1608, Page 2309, and Assignment to W.C. Riviera Partners, L.C., recorded in Official Records Book 1641, Page 2860, of the Public Records of Manatee County, Florida.
5. Notice of the Execution of a Preliminary Development Agreement by Riviera Dunes Resorts, Inc., a Florida corporation, recorded in Official Records Book 1550, Page 7305 and Official Records Book 1588, Page 3872, and Notice of Modification of Development Order recorded in Official Records Book 1647, Page 917, of the Public Records of Manatee County, Florida.
6. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes, recorded November 24, 1999, Official Records Book 1616, Page 4557, of the Public Records of Manatee County, Florida, including but not limited to, one or more of the following provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenants (a) is exempt under Chapter 42, Section 3607 of the United States; or (b) relates to handicap, but does not discriminate against handicapped persons.
7. Terms, provisions, conditions and easement for ingress, egress set forth in Declaration of Easement for Riviera Dunes Waterfront recorded in Official Records Book 1688, Page 4367, of the Public Records of Manatee County, Florida.
8. Terms, provisions, and conditions of Declaration of Easements of Riviera Dunes recorded in Official Records Book 1677, Page 1381 and amended in Official Records Book 1688, Page 4362, of the Public Records of Manatee County, Florida.
9. Easement granted to Florida Power and Light Company, recorded in Official Records Book 1680, Page 481, of the Public Records of Manatee County, Florida, as to Parcel 3 only.
10. Any and all residual royalty rights of Coastal Petroleum Company, or its assigns, resulting from any agreements with the Trustees of the Internal Improvement Trust Fund of Florida, which does not include the right of entry for exploration, mining or drilling.

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EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION

BK 1831 PG 2369 40 of 96

**ARTICLES OF INCORPORATION FOR
RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purposes of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC., and its principal office address shall be 417 - 12th Street West, Suite 200, Bradenton, Florida 34205. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain commercial condominium located in Manatee County, Florida, and known as RIVIERA DUNES MARINA, a Condominium (the "Condominium").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Manatee County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

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

- 4.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.
- 4.2 **Enumeration.** The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the

Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time.

- 4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 5.2 Assignment. 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 Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, unless otherwise provided in the Declaration, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning two (2) or more Units shall be entitled to one vote for each Unit owned.
- 5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The existence of the Association shall be perpetual.

ARTICLE 7

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Name	Address
Robert F. Greene	Greene & Schermer 1301 - 6 th Avenue West, Suite 400 Bradenton, Florida 34205

ARTICLE 8

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Michael M. Carter	417 – 12 th Street West, Suite 200 Bradenton, Florida 34205
Vice President:	Jaymie G. Carter	417 – 12 th Street West, Suite 200 Bradenton, Florida 34205
Secretary-Treasurer:	Linda Walker	417 - 12 th Street West, Suite 200 Bradenton, Florida 34205

ARTICLE 9

DIRECTORS

- 9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) nor more than five (5) directors. Directors, other than designees of Developer, must be members of the Association.
- 9.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members, may be elected to staggered terms, may be removed and vacancies on the Board filled in the manner provided by the By-Laws.
- 9.4 Term of Developer's Directors. Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 9.5 First Directors. The initial board shall consist of three (3) Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

Name:	Address:
President: Michael M. Carter	417 – 12 th Street West, Suite 200 Bradenton, Florida 34205
Vice President: Jaymie G. Carter	417 – 12 th Street West, Suite 200 Bradenton, Florida 34205
Secretary-Treasurer: Linda Walker	417 - 12 th Street West, Suite 200 Bradenton, Florida 34205

ARTICLE 10

INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, such or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in or opposed to the best interest of the Association, and, with respect to

any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.
- 10.4 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12

AMENDMENTS

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

- 12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) by not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board of Directors; or
 - (b) by not less than 100% of the entire Board of Directors.
- 12.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Article 4, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer, or an affiliate of Developer, unless Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Manatee County, Florida.

ARTICLE 13

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 1301 - 6th Avenue West, Suite 400, Bradenton, Florida 34205, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Robert F. Greene.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.


Robert F. Greene

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22 day of March, 2003, by Robert F. Greene, who is personally known to me.


Notary Public - State of Florida
My Commission Expires:

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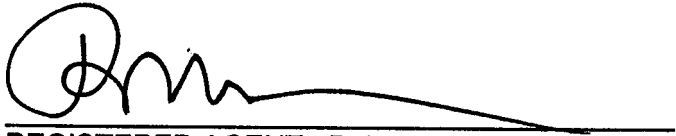


**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

First - that desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Manatee, State of Florida, the corporation named in the said articles has named Robert F. Greene, located at 1301 - 6th Avenue West, Suite 400, Bradenton, Florida 34205, as its statutory agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


A handwritten signature in black ink, appearing to read 'R. F. Greene', is written over a horizontal line.

REGISTERED AGENT - Robert F. Greene

Dated this 22 day May, 2003

Certificate of Status

I certify from the records of this office that RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed electronically on May 22, 2003 .

The document number of this corporation is N03000004343.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 030522154315-800019745368#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Second day of May, 2003



Glenda E. Hood
Glenda E. Hood
Secretary of State

EXHIBIT "D" TO DECLARATION OF CONDOMINIUM
BYLAWS

**BY-LAWS OF
RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC.
A Corporation Not-for-Profit Under the Laws
of the State of Florida**

ARTICLE I. IDENTIFICATION

1.1 Identity: These are the By-Laws of RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida, hereinafter called the "Association," the Articles of Incorporation of which were filed in the office of the Secretary of State on May 22, 2003.

1.2 Purpose: The Association has been organized for the purpose of administering RIVIERA DUNES MARINA, a Condominium (the "Condominium"), created by the recording of the Declaration of Condominium in the Public Records of Manatee County, Florida (the "Declaration"), to which these By-Laws are attached, in accordance with and pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act." The Condominium is a commercial condominium containing condominium units (the "Units"), the record owners ("Owners" or "Unit Owners") of which shall be members of the Association. Unit Owners will become members upon receiving record title to a Unit.

1.3 Principal Office: The principal office of the Association shall be as provided in the Articles of Incorporation, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.4 Fiscal Year: The fiscal year of the Association shall be from January 1 through December 31 of each year.

1.5 Seal: 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.

(SEAL)

1.6 Definitions: For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE II. MEMBERS

2.1 Qualification: The members of the Association shall consist of all of the record Owners of Condominium Units in RIVIERA DUNES MARINA, a Condominium.

2.2 Roster of Unit Owners: Each Unit Owner shall file with the Association a copy of the deed or other document showing his or her ownership. The Association shall maintain such information and may rely upon the accuracy of the same for all purposes until notified in writing of

changes therein as hereafter provided. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

2.3 Change of Membership: After receiving the approval of the Association as required in the Declaration, change of membership in the Association shall be established by recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing record title to a Unit in the name of a Unit Owner or Owners, and by delivering to the Association a copy of such recorded instrument. The Owner designated by such instrument shall thereupon become a member of the Association and the membership of the prior Owner is thereby terminated.

2.4 Designation of Voting Representative: If a Unit is owned by one person, his or her right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the votes of the Unit. In the event that those persons cannot so decide, no votes shall be cast. A person casting votes for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the votes for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the votes for a Unit for which such certificate is required is not on file or has been revoked, the votes attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

2.5 Approval or Disapproval of Matters: Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration or these By-Laws.

2.6 Restraint Upon Assignment of Shares and Assets: The share of a member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Unit.

ARTICLE III. MEETINGS OF MEMBERS

3.1 Annual Meeting: The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of January following the year in which the Declaration is filed.

3.2 Special Meetings: Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.

3.3 Notice of Members Meetings: Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, and including an agenda, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail to each Unit Owner in the manner provided in the Declaration, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The posting shall be for at least fourteen (14) continuous days. Proof of posting and mailing of the notice shall be given by affidavit of the person providing the notice or by a United States postal service certificate of mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his or her (or his or her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

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 Section and section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.4 Quorum: A quorum at a members' meeting shall consist of the persons entitled to cast a majority of the votes of the entire membership of the Association, either present in person or by proxy. The acts approved by a majority of the voting interests represented at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation, or these By-Laws. Such votes may be by proxy, as hereinafter provided, or by written votes signed by the Unit Owner, witnessed, and in the hands of the Secretary prior to the actual vote at the meeting.

3.5 Voting:

- (a) Number of Votes. In any meeting of members, the Owners of Units shall be entitled to cast votes for each Unit owned as provided in the Declaration. The votes of any Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by

the members and not a majority of the members themselves; that is, more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

3.6 Proxies: Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful 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 person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted. Holders of proxies need not be Unit Owners.

3.7 Adjournments: If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business: If a quorum has been attained, the order of business at annual members' meetings and, as far practical, at all other members' meetings shall be:

- (a) Call to Order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member, officer or a director);
- (c) Calling of the roll and certifying of the proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;

- (i) Determination of number of Directors to be elected;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business; and
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Right To Participate: Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

At least 48 hours' prior notice shall be given to the secretary of the Association by any Unit Owner desiring to make an audio or video tape of the meeting.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners 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.

ARTICLE IV. DIRECTORS

4.1 Board of Directors: The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of Developer, must be Unit Owners. Directors may not vote at Board meetings by proxy.

4.2 Election of Directors: The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the members, or as needed to fill a vacancy. The Board may create or appoint a search committee which shall not have the authority to nominate any candidate.

(b) Not less than sixty (60) days before the annual meeting of the members, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election.

(c) Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Secretary of the Association not less than 40 days before a scheduled election. Written notice shall be effective when received by the Secretary or other person designated by the Secretary. Accompanying the written notice shall be a candidate information sheet if desired by the candidate. For purposes of this rule, written notice to the Secretary or other person designated by the Secretary shall be deemed adequate written notice on the Secretary. Written notice shall be accomplished in accordance with one or more of the following methods:

(i) By certified mail, return receipt requested, directed to the Secretary or other person designated by the Secretary; or

(ii) By personal delivery to the Secretary or other person designated by the Secretary; or

(iii) By regular U.S. mail, facsimile, telegram, or other method of delivery to the Secretary or other person designated by the Secretary.

(d) Upon receipt by the Secretary or other person designated by the Secretary of any written notice by personal delivery that a Unit Owner or other eligible person desires to be a candidate for the Board of Directors, the Secretary or other person designated by the Secretary shall issue a written receipt acknowledging delivery of the written notice.

(e) Upon request of a candidate, the Association shall, with the second notice of election, mail or personally deliver to all eligible voters at the address indicated in the official records a copy of an information sheet which may describe the candidate's background, education, and qualifications as well as other factors deemed relevant by the candidate. The costs of mailing or delivery and copying shall be borne by the Association. The information contained therein shall not exceed one side of the sheet which shall be no larger than 8-1/2 inches by 11 inches. The failure of the Association to mail or personally deliver a copy of the timely delivered information sheet of each eligible candidate to the eligible voters shall render any election held null and void. The Association shall not edit, alter, or otherwise modify the content of the information sheet. The Association shall have no liability for the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

(f) Together with the written notice and agenda, the Association shall mail or deliver to the eligible voters at the address listed in the official records a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the Unit or Unit number being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place

the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall contain only one ballot. If a person is entitled to cast more than one ballot, separate inner envelopes shall be used for each ballot. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association.

(g) The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board of Directors and who gave written notice to the Association not less than 40 days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. The failure of the written ballot to indicate the name of each eligible candidate who gave written notice in the manner prescribed shall render any election so held null and void. No ballot shall indicate which candidate or candidates are incumbents on the Board. No ballot shall contain a section providing for the signature of a voter. All ballot forms utilized by the Association, whether those mailed to voters or those cast at a meeting, shall be uniform in color and appearance.

(h) Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner and at the time provided herein.

(i) Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the duly called meeting of the Unit Owners. The Association at the meeting shall have available additional blank ballots for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection (g) above. Each envelope and ballot shall be handled in the following manner, either by the Board or by a person or persons appointed by the Board. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signature and Unit identification on the outer envelope shall be checked against a list of qualified voters, unless previously verified as provided in paragraph (ii) below. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded", and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. At least twenty percent (20%) of the eligible voters must cast a ballot in order for there to be a valid election of members of the Board of Directors. Provided said number of ballots has been cast, then, in the presence of any Unit Owners in attendance, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle. Upon the commencement of the opening of the outer envelopes the polls shall be closed, and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of the Unit Owners. Any inner envelope containing more than one ballot shall be marked "Disregard", and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not shall be retained with the official records of the Association.

(ii) If the Association desires to verify outer envelope information in advance of the meeting it may do so as provided herein. An impartial committee designated by the Board may, at a duly noticed meeting, which shall be open to all Unit Owners and which shall be held on the date of the election, proceed as follows. For purposes of this rule, "impartial" shall mean a committee whose members do not include any of the following or their spouses: (1) current board members; (2) officers; and (3) candidates for the Board. At the committee meeting, the signature and unit identification on the outer envelope shall be checked against the list of qualified voters. The voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded", and any ballots contained therein shall not be counted.

(i) Any voter who requires assistance to vote by reason of blindness, disability, or inability to read or write, may request the assistance of a member of the Board of Directors or other Unit Owner to assist in casting his vote. If the election is by voting machine, any such voter before retiring to the voting booth, may have a member of the Board of Directors or other Unit Owner or representative, without suggestion or interference, identify the specific vacancy or vacancies and the candidates for each. If a voter requests the aid of any such individual, the two shall retire to the voting booth for the purpose of casting the vote according to the voter's choice.

(j) At a minimum, all voting machines shall meet the following requirements:

(i) Shall secure to the voter secrecy in the act of voting;

(ii) Shall permit the voter to vote for as many persons and offices as he is lawfully entitled to vote for, but no more;

(iii) Shall correctly register or record, and accurately count all votes cast for any and all persons;

(iv) Shall be furnished with an electric light or proper substitute, which will give sufficient light to enable voters to read ballots; and

(v) Shall be provided with a screen, hood, or curtain which shall be made and adjusted so as to conceal the voter and his or her actions while voting.

(k) There shall be no cumulative voting and no voting by proxy. When both the Developer and Unit Owners other than the Developer are entitled to representation on the Board, vacancies shall be filled in accordance with Rule 61B-23.0021(13) Florida Administrative Code. Vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedure must conform to the requirements of Article 4.2 of these Bylaws.

(l) (i) 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 of a majority of all of 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 ten percent (10%) of the voting interests giving notice of the meeting as herein required for a meeting of unit owners, which notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately and the recalled member or members of the Board of Directors shall turn over to the Board of Directors any and all records of the Association in his or her possession within seventy-two (72) hours after the meeting. 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 and the Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board five (5) full business days any and all records of the Association in his or her possession. Notwithstanding the foregoing, if the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board of Directors shall, within five full business days, file with the Division of Florida Land Sales, Condominiums and Mobile Homes, a petition

pursuant to the procedures of Section 718.1255, Florida Statutes. 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 will be effective upon mailing of the final order of arbitration to the Association. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Association in his or her possession within five (5) full business days of the effective date of the recall.

(ii) If the Board of Directors fails to duly notice a board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the Unit Owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the Board of Directors any and all records and property of the Association.

(iii) If a vacancy occurs on the Board of Directors as a result of the recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in these Bylaws. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the members are removed, the vacancy shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

(m) Notwithstanding the foregoing to the contrary, an election and balloting are not required (i) unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board or (ii) if there is only one candidate for election to fill the vacancy.

4.3 Term: Except as provided herein to the contrary, the term of each Director's service shall extend to the next annual meeting of the members and thereafter until his or her successors are duly elected and qualified or until he or she is removed in the manner elsewhere provided. After such time as the Unit Owners, other than the Developer, have elected a majority of the Board of Directors, the Board may elect, by resolution of a majority of the Directors, to provide for increased and/or staggered terms of service. Such resolution shall set forth the method by which the terms may be staggered and the procedures for electing directors to the terms thus established.

4.4 Organizational Meeting: The organizational meeting of newly elected or appointed Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and will generally be held immediately following the meeting at which they were elected. If not held at that time, the meeting will be rescheduled with at least a forty eight (48) hour notice being given in accordance with 4.6 below.

4.5 Regular Meeting: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall be given to each Director, personally or by mail, telephone or telegraph at least forty eight (48) hours prior to the day named for such meeting.

4.6 Special Meetings: Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time and place and purpose of the meeting.

4.7 Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum: A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval by a greater number of Directors is required by the Act, the Declaration, or these By-Laws.

4.9 Voting: Each Director shall have one (1) vote on all matters coming before the Board. Directors may not vote by proxy or by secret ballot except that officers may be elected by secret ballot. A vote or absenteeism for each member present shall be recorded in the minutes.

4.10 Adjournment of Meeting: 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 any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted only after the rescheduled meeting has been noticed in accordance with Articles 4.5 and 4.6 above.

4.11 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action taken at a meeting, by signing and concurring in the minutes thereof, shall constitute the presence of such Director for the purpose of approving such minutes and the actions taken but not for the purposes of creating a quorum.

4.12 Directors' Meeting: Meetings of the Board of Directors shall be open to all Unit Owners, and notices of such meeting which shall incorporate an identification of agenda items shall be posted conspicuously on the Condominium Property at least forty-eight continuous (48) hours in advance of such meeting, except in an emergency. Any item not included in the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which non emergency special assessments, or at which amendments to rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. If there is no Condominium Property upon which notice can be posted, notices of Board meetings shall be mailed or delivered to each unit owner at least fourteen (14) days prior to the meeting.

4.13 Presiding Officer: The presiding officer of the Directors' meeting shall be the President. In the absence of the President, the Directors shall designate one of their number to preside.

4.14 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll Call
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers, if any
- (f) Unfinished business
- (g) New business

(h) Adjournment

Such order may be waived in whole or in part by direction of the presiding officer.

4.15 Members Right to Attend: Any meeting of the Board of Directors or its Committee (hereafter defined) at which a quorum is present is open to all Unit Owners. Any Unit Owner may tape record or video tape the meeting subject to such reasonable rules the Division of Florida Land Sales, Condominiums and Mobile Homes may adopt and promulgate. The Unit Owner's right to speak at the meeting shall be subject to reasonable rules adopted by the Board of Directors in respect to the frequency, duration and manner of Unit Owner statements.

4.16 Minutes of Meetings. The minutes of all meetings of 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.

4.17 Committees. The Board may by resolution create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable. As used herein, the term "Committee" shall, for purposes of notices of meetings and the rights of Unit Owners with respect to meetings, pertain to those committees meeting the definition thereof set forth in the Act; provided, however, that this shall not prevent the Board of Directors from forming other Committees.

4.18 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) Directors during the period that Developer is entitled to appoint a majority of the Directors, as hereinafter provided. Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such Director(s), Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes, the name and mailing address of the Director(s) elected. Unit Owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or (e) seven (7) years after the date the Declaration is recorded, whichever occurs first. Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

(a) Transfer of Control. Developer may transfer control of the Association to Unit Owners other than Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign without replacing them, whereupon it shall be the affirmative obligation of Unit Owners other than Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit

Owners, neither Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than Developer are entitled to elect a member or members of the Board of Directors, or sooner if Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(b) Relinquishment of Control. At the time the Unit Owners other than Developer elect a majority of the members of the Board of Directors of the Association, Developer shall relinquish control of the Association and such Unit Owners shall accept such control. At that time (except as to subparagraph (vii), which may be up to ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by Developer, including, but not limited to, the following items, if applicable:

- i) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- ii) A certified copy of the Articles of Incorporation of the Association.
- iii) A copy of the By-Laws of the Association.
- iv) The minute books, including all minutes, and other books and records of the Association.
- v) Any rules and regulations which have been adopted.
- vi) Resignations of resigning officers and Board members who were appointed by Developer.
- vii) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited by an independent certified public accountant for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation. All financial statements shall be prepared in accordance with generally accepted accounting principals and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that Developer was charged and paid the proper amounts of assessments.
- viii) Association funds or the control thereof.
- ix) All tangible personal property that is the property of the Association or is or was represented by Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

x) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

xi) Insurance policies.

xii) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

xiii) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

xiv) A list of the names and addresses, of which Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors and suppliers utilized in the construction or remodeling of the Improvements and the landscaping of the Common Elements.

xv) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

xvi) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on Developer's records.

xvii) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

xviii) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

xix) All other contracts to which the Association is a party.

ARTICLE V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association existing under the Act, Declaration, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to the approval of the Unit Owners, when such is specifically required. Such powers and duties of the Board of Directors shall include, without limitation, (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Elements.

(b) Determining the expenses required for the operation of the Condominium and the Association.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 9.2 hereof.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association in accordance with the Declaration.

(g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium Property.

(k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing before a committee of other Unit Owners to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit. If the committee does not agree with the fine, the fine may not be levied.

(n) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the affirmative vote of the Owners of at least two-thirds (2/3rds) of all Units shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common

Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of Developer as long as Developer owns any Unit.

(o) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(p) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

(q) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

7) The Board of Directors shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

5.1 Enforcement: The Board of Directors shall enforce by legal means, provisions of the Condominium, Declaration, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the Condominium Property. In the event that the Board of Directors determines that any Unit Owner is in violation of any of the provisions of the Act, the Declaration, the By-Laws, Articles of Incorporation, or Rules and Regulations, the Board, or any agent of the Board designated for that purpose, shall notify the Unit Owner of the nature of the violation. If said violation is not cured within five (5) days or if said violation consists of acts or conduct by the Unit Owner, and such other acts or conduct are repeated, the Board may levy a fine of a sum not exceeding \$100 per offense against the Unit Owner. Each day during which the violation continues shall be deemed a separate offense provided no fine shall in the aggregate exceed \$1,000. The defaulting Unit Owner shall be entitled to a hearing before other Unit Owners, upon reasonable written notice of not less than 14 days, specifying the provision of the Declaration, By-laws or Rules and Regulations which have been allegedly violated, the date, time and place of the hearing, and a statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

5.2 Record of Mortgages on Units: The Board of Directors shall maintain a book, or other written record, of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either an "institutional mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his or her Unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his Unit. This record shall be open for inspection, or for copying, by all institutional mortgagees holding mortgages on the

Condominium Property, during business hours. The record shall not be opened to the inspection of any others.

5.3 Response to Written Inquiry: Upon receipt by the Board of Directors of a written inquiry filed by a Unit Owner by certified mail, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry by either giving a substantive written response to the inquirer notifying the inquirer that a legal opinion has been requested, or notifying the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board of Directors requests advice from the Division, it shall, within ten (10) days of receipt of the advice, provide a written substantive response to the complainant. If a legal opinion is requested, the Board of Directors shall provide a written substantive response within sixty (60) days after the receipt of the inquiry. Failure to provide a substantive response as herein provided shall preclude the Board of Directors from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the complaint. The Board of Directors may adopt reasonable rules and regulations regarding the frequency and manner of responding to inquires, including that the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period.

ARTICLE VI. OFFICERS

6.1 Officers and Election: The executive officers of the Association shall be a President, who shall be a Director; a Treasurer and Secretary and/or Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or the Assistant Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time may elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association. Officers, other than designees of Developer, must be Unit Owners.

6.2 President: The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from time to time, from among the members or others as he or she may in his or her discretion determine appropriate, and to assist in the conduct of the affairs of the Association. He or she shall serve as Chairman at all Board and Membership meetings.

6.3 Vice President: The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also generally assist the President, and exercise such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the giving and serving of all notices to the members and directors, and other notices required by law and the Condominium documents. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association, as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer: The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Compensation: Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. This Section is subject at all times to the prohibitions set forth in the Act with respect to what are commonly referred to as "kickbacks".

6.7 Resignation: Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

6.8 Indemnification of Directors and Officers: 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 or her in connection with any proceeding to which he or she may be a party or with which he or she may become involved by reason of being or having been a Director or officer at the time such expenses are or were incurred, except when the Director or officer was guilty of willful misfeasance or willful malfeasance in the performance of these duties. 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 VII. FISCAL MANAGEMENT

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

7.1 Accounts: Receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate.

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year from which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds, the balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserves for Replacement: Reserves for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments: Reserves for betterments shall be used for capital expenditures for additional improvements or additional personal property that will become part of the Common Elements. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors.

7.2 Budget:

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20), Florida Statutes, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate 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.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners (i.e., 10% of the voting interests in the Association), a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units (including Units owned by Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations

any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium property.

iv) Proviso. As long as Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of subsection 7.2(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

7.3 Assessments: Assessments against a Unit Owner for his or her share of the items of the budget shall be made in accordance with the provisions of the Declaration. Assessments shall be determined in advance on or before December 20 preceding the year for which the Assessments are made. Such Assessment shall be due in four (4) equal quarterly installments, one of which shall be due on the first day of each calendar quarter for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment and quarterly payments thereon shall be due from the first day of each quarter until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and the Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 7.2 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full quarters of the fiscal year left as of the date of such amended Assessments, each such quarterly installment to be paid on the first day of the quarter, commencing the first day of the next ensuing quarter. If only a partial quarter remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

7.4 Acceleration of Assessment Installment Upon Default: If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the next twelve (12) months' of the Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to the Unit Owner by certified mail, whichever shall first occur.

7.5 Assessments for Emergencies: Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be made only after notice of the need for such is given to the Unit Owners. After such notice the Assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of Assessment.

7.6 Depository: The depository of the Association shall be in such bank or banks or other qualified financial institutions as shall be designated from time to time by the 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 persons as are authorized by appropriate resolution of the Board of Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

7.7 Financial Reporting: The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Expenses for lawn care;
- (e) Cost for maintenance and repair;
- (f) Insurance costs;
- (g) Administrative and salary expenses; and
- (h) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

7.8 Fidelity Bond: Fidelity bonds shall be required by the Board of Directors from all persons who control or disburse funds of the Association, including those authorized to sign checks and the President, Secretary and Treasurer of the Association. The amount of such bonds shall be determined by the Directors but in any event shall not be less than the maximum funds that will be in the custody of the Association or its management agent at any one time for each such person. The premiums on such bonds shall be paid by the Association. In the case of a person providing management services to the Association and required to be licensed pursuant to Section 468.43, Fla. Stat., the cost of bonding may be reimbursed by the Association, provided such person

shall provide to the Association a certificate of insurance in the amount not less than the maximum funds that will be in the custody of the Association or its management agent at any one time

7.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

7.10 Notice of Meetings. Notice of any meeting where 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 any such Assessments.

ARTICLE VIII. PARLIAMENTARY RULES

8.1 Parliamentary Rules: Robert's Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

ARTICLE IX. MISCELLANEOUS

9.1 Policy of Nondiscrimination. The Board of Directors of the Association is empowered to approve or disapprove of purchasers and lessees of Condominium Units and the Board shall make reasonable rules, regulations, and standards governing the approval or disapproval of purchasers or lessees which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the Assessments of the Association and taxes and other requirements for payments resulting from residence in the Condominium. However, no person shall be denied the right to purchase or lease a Unit because of race, religion, sex, national origin, marital status or handicap. Such standards by which purchasers and lessees within the Condominium shall be qualified, shall be drafted by or under the direction of the first elected Board of Directors after the Developer relinquishes control of the Association.

9.2 Rules and Regulations. Rules and regulations (the "Rules and Regulations") concerning the use of portions of the Condominium may be hereafter adopted by the Board of Directors. The Board of Directors may, from time to time, modify, amend or add to such Rules and Regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulations be adopted which would prejudice the rights reserved to Developer.

9.3 Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

9.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

9.5 Official Records. 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.

- a. The plans, permits, warranties and other items provided by Developer pursuant to Section 718.301(4), Florida Statutes;
- b. A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- c. A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- d. A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- e. A copy of the current Rules and Regulations of the Association;
- f. 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;
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
- h. All current insurance policies of the Association and the Condominium;
- i. 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;
- j. Bills of sale or transfer for all property owned by the Association;
- k. Accounting records for the Association and the accounting records for the Condominium, 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 not be limited to:
 - i) 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.
 - ii) All audits, reviews, accounting statements, and year-end financial information of the Condominium.
 - iii) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
- l. Accurate, itemized, and detailed records for all receipts and expenditures.

- m. Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of 1 year from the date of the meeting to which the documents relates;
- n. All rental records where the Association is acting as agent for the rental of Units;
- o. A copy of the current Question and Answer sheet, in the form required by the Division, which shall be updated annually;
- p. All other records of the Association not specifically listed above but which are related to the operation of the Association.

The official records of the Association shall be maintained in the State of Florida.

The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation and By-Laws and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in the Act on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the foregoing, the following records shall not be accessible to Unit Owners:

- (aa) A record which was prepared by an Association attorney or prepared at the attorneys' express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (bb) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.
- (cc) Medical records of Unit Owners.

9.6 Approval by Unit Owners as to Certain Litigation. The approval of a majority of all Unit Owners shall be required prior to the institution of any litigation by the Association other than litigation (i) to collect Assessments or enforce liens securing such Assessments, or (ii) to enforce occupancy and use restrictions set forth in this Declaration. In addition, the approval of a majority of all Unit Owners shall be required prior to the levy of a Special Assessment which in whole or in part is for the purpose of funding attorneys' fees and costs incurred in connection with any litigation that requires Unit Owner approval as above provided. This paragraph controls over any contrary provision of this Declaration. The purpose of this paragraph is to discourage unnecessary litigation by the Association and to provide for concurrence by Unit Owners prior to commencement of certain litigation.

9.7 Waiver of Jury Trial. All Unit Owners, the Association, the Developer and all other persons or entities that now or hereafter claim an interest in the Condominium Property hereby waive the right to a jury trial with regard to any litigation involving one or more of the aforesaid parties. It is the intent of this paragraph that any litigation, including without limitation, any litigation by the Association or Unit Owners against the Developer be tried by a judge without a jury in order to expedite such proceedings, to limit costs and expenses to be incurred, and to permit technical issues to be determined by the judge.

ARTICLE X. AMENDMENT

10.1 Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

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

10.3 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 100% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.

10.4 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

10.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

The foregoing was adopted as the By-laws of RIVIERA DUNES MARINA CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the state of Florida at the first meeting of the Board of Directors on the _____ day of _____, 2003.

**RIVIERA DUNES MARINA CONDOMINIUM
ASSOCIATION, INC.,**
a Florida corporation not-for-profit

By: _____

Name:

Title: President

Attest: _____, Secretary

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EXHIBIT "E" TO DECLARATION OF CONDOMINIUM**RULES AND REGULATIONS**

In an effort to provide an inviting atmosphere, the following rules and regulations are provided for your protection. Your cooperation in observing the following rules will be appreciated.

1. The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching berthing areas.
2. The Owner or person in charge of any departing vessel should notify the Manager of the Association of his plans.
3. All personal property must be removed from the dock area when not in use. Please leave Owner's forwarding address for telephone calls and mail.
4. Noise should be kept to a minimum at all times.
5. Discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance.
6. Docks are to be kept clear at all times. Lockers, chests, cabinets, or similar structures shall not be constructed on piers or finger docks except for approved dockboxes. Storage of loose material, supplies, debris, or gear is not permitted. Hoses, lines and shore power cords should not cross piers or docks. Charcoal fires will not be permitted. Repairs to and maintenance of gear and equipment shall not be permitted on the docks or finger piers.
7. Refuse and garbage is not to be thrown overboard but is to be placed in the containers provided. If refuse items are too large, call the Manager and he will arrange for proper disposal at Owner's expense. Oil, spirits, inflammables and oily bilges may not be discharged into water or onto land.
8. Laundering and drying of laundry on piers, finger docks, deck or vessel's rigging is not permitted.
9. Swimming or diving is not permitted from the piers or finger docks.
10. The Finger Dock between slips is for the use of boats on each side, location of private gangways should be governed accordingly. In no case will a single gangway be allowed to block access to another vessel.
11. Developer reserves unto Developer the right to limit and govern all parking spaces subject to and in accordance with the terms and conditions of the Easement Declaration.
12. Owner is are responsible for damage caused by Owner, his employees, guests, agents or Vessel, to Condominium' s docks, structures and pilings.

13. NO WAKE PLEASE !! Owner is are responsible for damage caused by the Vessel's wake.
14. POLICY REGARDING WORK PERMITTED: Owners are allowed reasonable latitude regarding the care and maintenance of their Vessels. However, our experience indicates that control must be exercised. Work above the rail or in the interior of the Vessel may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by our employees or other owners, captains or crew. SUB-CONTRACTORS, FREELANCE LABOR OR HOURLY WORKERS MUST REGISTER WITH AND BE APPROVED BY MANAGER PRIOR TO COMMENCING WORK. Any OWNER desiring to use the services of others may do so by removing the Vessel temporarily from the slip and taking it to another firm's place of business. HULL REPAIRS, MAJOR ENGINE REPAIRS/OVERHAUL, SANDING AND PAINTING FROM RAIL DOWN, MAJOR CARPENTRY/REBUILDING PROJECTS ARE STRICTLY PROHIBITED! APPROVAL TO PERFORM WORK OTHER THAN NORMAL MAINTENANCE MUST BE OBTAINED FROM THE ASSOCIATION WHOSE DECISION IN THESE MATTERS IS FINAL.
15. Owner and Vessel represent and warrant that Owner and Vessel shall comply with the Federal Water Pollution Control Acts (33 U. S.C. Section 1321 - prohibiting discharge of oil or oily water; 33 U.S.C. Section 1322 - prohibiting discharge of untreated sewage) and all other applicable Federal, State, County and municipal laws and regulations.
16. The Vessel will be presented for dockage and maintained throughout free of hazards that may cause danger, damage or expense to Marina or to others. Vessel shall be maintained in an operable condition at all times. Owner authorizes the Association to make repairs necessary to keep Vessel in an operable condition, which repairs will be charged to the Vessel and Owner, upon Owner's failure to do so; provided that the Association is not obligated or required to make such repairs.
17. Owner shall make no alterations or modifications to any electrical outlet used for servicing the Vessel with shore power. Shore power cords and connectors shall be compatible with the electrical service outlet and shall comply with all applicable codes and regulations. Any questions about proper installation should be directed to the Manager.
18. Any arcing, sparking or disruption or problems with electrical shore power to the Vessel should be immediately reported to the Manager. Owner agrees to discontinue use of electrical shore power if arcing, sparking or disruption of the shore power service occurs. Continued use of electrical shore power under conditions of arcing, sparking or disruption of service may result in fire.

EXHIBIT "F" TO DECLARATION OF CONDOMINIUM

DECLARATION OF EASEMENT

PREPARED BY AND RETURN TO:
Robert F. Greene, Esq.
1301 - 6th Avenue West, Suite 200
Bradenton, Florida 34205
(941) 747-3025

DECLARATION OF EASEMENTS

This Declaration of Easement, made this 27th day of May, 2003, by R.D. MARINA, LLC, a Florida limited liability company (hereinafter referred to as "Declarant"), its successors and assigns.

RECITALS:

A. Declarant is the owner of that certain parcel of real property located in the County of Manatee, State of Florida, which is more particularly described on the attached Exhibit "A" (the "Property").

B. Declarant has developed a portion of the Property more particularly described on Exhibit "B" (the "Boat Docks Parcel") into a boat mooring facility and intends to create a condominium to be known as Riviera Dunes Marina, a Condominium (the "Condominium") on a portion of the Boat Docks Parcel. Developer also has developed the remainder of the Property, more particularly described on the attached Exhibit "C", for commercial use (the "Upland Parcel"). Developer intends to create a phased Condominium and has subjected Phase 1 of the Condominium, as depicted on the plot plan attached as Exhibit "D", to the Condominium ownership. Developer has reserved the right to later add Phase 2 and/or Phase 3 (as depicted on the plat) to the Condominium. The property that is submitted by Developer to the Condominium from time to time is referred to as the "Condominium Parcel". The portion of the Boat Docks Parcel that has not been submitted to Condominium ownership is referred to as the "Marina Parcel". The Marina Parcel and the Upland Parcel are collectively referred to as the "Developer Parcel". The Condominium Parcel and Developer Parcel are referred to collectively as the "Parcels" and in the singular as a "Parcel."

C. In order to facilitate the use and operation of the Parcels and for the benefit of the future owners of the Parcels (the "Owners"), Declarant intend to declare and create certain perpetual, non-exclusive easements for ingress and egress, utilities and storm drainage, provide for shared use of certain facilities, and provide for maintenance of all improvements as hereafter provided.

NOW, THEREFORE, Declarant does hereby declare and create the following easements, restrictions and reservations:

1. Declaration of Easements. Declarant declares and grants perpetual, non-exclusive easements as follows:

(A) Easement for Ingress/Egress.

(i) Declarant hereby establishes for the use of all Owners their successors and assigns, tenants, guests and other occupants, in common with others entitled to use the same, a perpetual non-exclusive easement for the passage of pedestrians and passenger, service and delivery vehicles over and across those portions of the driveway and sidewalk areas constructed from time to time within the Parcels which are intended for the passage of such pedestrians and vehicles ("Passageways") and parking of vehicles in parking areas as they exist from time to time on the Developer Parcel, provided Developer reserves the right to designate certain portions of the Developer Parcel for reserved or valet parking and upon such designation parking in such areas shall be limited to persons authorized by Developer to use such areas. Nothing herein shall in any way limit or designate the locations of those portions of the Parcels which may, from time to time, be improved by an Owner and/or utilized for driveway or other purposes, provided access to the Condominium Parcel shall not be materially obstructed.

(ii) Except as otherwise permitted under this Declaration, no fence or other barrier which would prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the Passageways; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, benches, trash deposit enclosures and containers, and transformers), of landscaping, berms or planters, of limited curbing and other forms of traffic controls, of tables, chairs and other outdoor seating and dining facilities.

(B) Easements for Utilities.

(i) Subject to the next sentence, Declarant hereby establishes non-exclusive perpetual easements in, to, under, along and across each Parcel for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of underground lines or systems for utilities serving any or all of the other Parcels, including but not limited to, sanitary sewers, storm drains, cable TV, water (fire, domestic and irrigation), electrical, telephone and communication lines and fuel lines, together with the right of ingress and egress for installation, maintenance and repair thereof. The portion of any Parcel improved with a building shall not be subject to the foregoing easements.

(ii) An Owner shall have the right at any time to relocate a utility line on its Parcel upon thirty (30) days prior written notice to the Owners of any other Parcels affected thereby, provided that such relocation:

(1) shall not interfere with or diminish the utility services of the Owner affected thereby;

(2) shall be performed without cost or expense to such affected Owner; and

(3) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

(iii) All construction regarding the utilities described in this Section shall be accomplished in an expeditious manner, in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction. The Owner undertaking such work shall take all reasonably necessary measures to minimize any disruption

or inconvenience caused by such work and, except in the case of an emergency, shall give the affected Owner written notice a minimum of seventy-two (72) hours prior to commencing such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to the Parcel on which the work is being done. If such work requires excavation of any pavement or parking area, the Owner causing such work to be done shall use all reasonable efforts to cause such excavation to commence and be completed during hours when the places of business which utilize the affected areas are not open for business to the public and, in any event, shall provide suitable alternative ingress and egress. Any excavation shall be properly backfilled within twenty-four (24) hours, if reasonably practical. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and, upon completion of such work, shall promptly restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner undertaking such work shall promptly pay all costs and expenses associated therewith and shall indemnify and hold the other Owners harmless from all liens, claims of lien, injuries, damages, losses, or claims, including reasonable attorney's fees actually incurred at trial and appellate levels, attributable to the performance or non-performance of such work.

(C) Easements for Storm Water System.

(i) Declarant hereby establishes a permanent, non-exclusive easement on, over, upon, across, under and through any portion of all Parcels which are not a building area and as designated on such Owner's approved site plan, as reasonably necessary for surface water run-off and for the construction, installation, use, maintenance and repair of any drainage system to receive surface water from the benefitted Parcel and conduct such water over each servient Parcel. The Owner of the servient Parcel shall determine in its sole, but reasonable, discretion the most effective location for drainage purposes for the placement of any and all components of such drainage system to be located on its Parcel, and once any drainage line or lines have been installed on any Parcel, the portion of the applicable Parcel encumbered by such easement granted in this paragraph shall be limited to the area within ten (10) feet on either side of the center line of such drainage line.

(ii) Each Owner hereby reserves the right for itself, or any tenant of its Parcel, to relocate any drainage facilities which burden its respective Parcel subject to the provisions regarding relocation set forth in subsection (b)(iii) above.

(D) The easements granted hereby are not intended to and shall not be a dedication of any Parcel or any portion thereof for public use and the Owners of the Parcels shall refrain from any actions whatsoever that would cause such dedication and shall take all necessary actions to avoid such dedication.

(E) The Owner of the Parcel benefitting from any easement granted hereunder shall have the right of entry to such easement over and across the servient Parcel at such Owner's sole expense for the purpose of doing such construction work and making such installations, repairs or replacements as shall be necessary for the above-referenced connections and use; provided, however, such entry shall not unreasonably interfere with the business operations of the Owner of the servient Parcel, its successors and assigns, its tenants, sub-tenants, customers, employees, agents, invitees and other occupants and any such Owner performing such work shall repair any damage to property which may be caused by any such construction work. All utility installations and connections shall be made in a manner which least interferes with the use and enjoyment of the servient parcel. All such utility facilities benefitting another parcel shall be installed underground unless otherwise agreed to by the Owners. All easement areas may be

improved by the respective Owners on the surface thereof by road, parking or landscaping and/or such other improvements and structures not inconsistent with the uses contemplated herein. Upon completion of any installation or necessary repairs or maintenance thereon, the party exercising rights under this easement shall restore the surface to the condition and appearance before such work.

2. Maintenance of Parcels and Site Improvements. Except as provided in paragraph 3 below, the Owners of each Parcel shall maintain the parking areas, driveways, landscaped areas, buildings, utility lines, piers, docks and other facilities located on their Parcel in good order and condition at their sole expense.

3. Common Facilities. Declarant has constructed on the Developer Parcel certain improvements to be utilized in common by the Owners as herein provided, including driveways, parking areas, utility lines, drainage facilities, and Swimming Pool Facilities (all such improvements are collectively referred to as the "Common Facilities"). The Declarant hereby grants to the Owners of the Condominium Parcel and their successors and assigns, tenants, guests, and other occupants the non-exclusive right to utilize the Common Facilities subject to rules and regulations as to use of such facilities as may be now or hereafter adopted by the Owner of the Developer Parcel. The "Swimming Pool Facilities" initially consists of one (1) floating swimming pool and related equipment and appurtenances that may be located by Developer in any Parcel and an easement is retained by Developer for that purpose. Developer reserves the right to add one (1) additional floating swimming pool in Developer's discretion and if added, both swimming pools shall be considered the "Swimming Pool Facilities". Developer reserves the right in the event all phases (1 - 3) of the Condominium are declared, to transfer the Swimming Pool Facilities to the Association and, in that event, the Association shall be solely responsible for maintenance, repair and replacement of the Swimming Pool Facilities. The Owner of the Developer Parcel shall pay for all costs of owning and operating the Common Facilities, including maintenance, repair and replacement expenses, utility charges, property taxes and insurance costs ("Operating Costs"). The Owners of the Condominium Parcel shall be obligated to reimburse the Owner of the Developer Parcel for a proportionate share of Operating Costs such proportionate share allocated to the Condominium Parcel shall be a percentage determined using the following formula. The number of Boat Slips in the Condominium Parcel shall be divided by the total number of Boat slips in the Boat Docks Parcel. The initial proportionate share of the Condominium Parcel shall be $91 \div 220 = 41\%$. This proportionate share shall be adjusted if additional phases are added to the Condominium Parcel.

4. Condominium Association. In the event any Parcel is subjected to a Declaration of Condominium, the condominium association responsible for operation of that condominium (the "Association") shall have and exercise all rights of the Owners of that Parcel and shall be obligated to pay for required maintenance of its Parcel and for the proportionate share of Operating Costs as provided in Paragraph 3 above. Reimbursement of Operating Costs shall be made within ten (10) days of invoice and if not timely paid shall bear interest at eighteen percent (18%) per annum. The Owner of the Developer Parcel shall have a lien on the Condominium Parcel for all unpaid Operating Costs, which lien shall be effective as of the date of this Declaration and may be foreclosed in the manner provided by law for foreclosure of a mortgage lien. All approvals required by the Declaration including any approval for amendment hereof shall be given by the Association without requirement for joinder or approval of Unit Owners or their mortgagees.

5. Waiver and Remedies Cumulative. No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by any Owner to take action in respect to such default. One or more written waivers of any default under any provision of this Declaration

shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration. All of the remedies permitted or available to an Owner under this Declaration, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

6. Estoppel Certificate. Any Owner may, at any time and from time to time, in conjunction with the sale or transfer of any Parcel, or in conjunction with the financing or refinancing of any Parcel, deliver written notice to the other Owners requesting such Owners to certify in writing that to the best of the knowledge of the certifying Owner, (i) this Declaration is in full force and effect and a binding obligation of the Owner, (ii) this Declaration has not been amended or modified, either orally or in writing, and if so amended, identifying the amendments, and (iii) the requesting Owner is not in default in the performance of its obligations under this Declaration, or, if in default, to describe therein the nature and amount of any and all defaults. Each Owner receiving any such request shall execute and return such certificate within ten (10) days following the receipt thereof. Failure by an Owner so to execute and return such certificate within the specified period shall be deemed an admission on such Owner's part that the Owner requesting the certificate is correct and not in default in the performance of such Owner's obligations under this Declaration.

7. No Termination. The breach of this Declaration shall not entitle any Owner to cancel, rescind or otherwise terminate this Declaration, or any conditions, covenants, easements or restrictions hereunder.

8. Covenants Run With The Land. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon the Owners, their successors (by merger, consolidation or otherwise) and assigns, lessees and all other persons acquiring any Parcel, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Owners, and their respective successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Declaration shall constitute covenants running with the land pursuant to Florida law.

9. Recordation. This Declaration shall become effective and binding upon the owners and their respective successors in interest in accordance with the provisions of this Declaration upon recordation of this Declaration in the Official Records of the County in which the Parcels are located.

10. No Third Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the existing and future fee simple Owners of the Parcels, and their mortgagees, tenants, guests, subtenants, customers, employees, agents, invitees and other occupants and are not for the benefit of any other third person, and this Declaration shall not be deemed to have conferred any rights, express or implied, upon any other third person not described above. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any tenant or occupant other than the Owners. Without limiting the rights of any tenant or occupant under any lease, license or concession agreement or other instrument or arrangement under which the tenant or occupant acquired its rights of use and occupancy, no tenant or occupant may on their own initiative enforce any of the provisions of this Declaration.

11. Termination and Amendment. Except as otherwise specified in this Declaration, this Declaration may be canceled, changed, modified or amended in whole or in part only by a written and legally recorded instrument executed by all Owners and their respective mortgagees.

12. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Declaration as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Declaration.

13. Entire Agreement. This written Declaration and the Exhibits hereto contain the entire agreement of the Owners with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Declaration and the Exhibits hereto, and this Declaration and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any person.

14. Captions. The captions preceding the text of each Paragraph are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.

15. Litigation Expenses. If an Owner shall bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) against any other Owner, tenant or other occupant by reason of the breach or alleged violation of any covenant, term or obligation hereof, or for the enforcement of any provision hereof, or to interpret, or otherwise arising out of this Declaration, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to attorneys' fees and paralegal fees, which shall be payable whether or not such action is prosecuted to judgment and shall include attorneys fees in appellate, bankruptcy and post-judgment proceedings. "Prevailing Party" within the meaning of this Paragraph 15 shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

16. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida.

17. Successors and Assigns. This Declaration and the covenants and agreements herein contained shall bind and inure to the benefit of the Owners and their successors and assigns, subject to the provisions herein.

18. Right of Owners. The Owners of the Parcels reserve the right to make and place of record, with respect to the Parcels additional dedications, easements, restrictions, covenants and the like, provided that they are not in conflict with the provisions of this Declaration without the approval or joinder of any future Owner, mortgagee, tenant or other occupant of any other Parcel.

19. Enforcement. Each term of this Declaration may be enforced in equity by injunction and specific performance.

20. Waiver. IN THE EVENT OF ANY LITIGATION TO ENFORCE OR INTERPRET ANY PROVISIONS OF THIS AGREEMENT, THE OWNERS, AND THEIR MORTGAGEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS, AND OTHER OCCUPANTS, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH

RESPECT TO ANY SUCH LITIGATION ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN), OR ACTIONS OF THE OWNERS, THEIR MORTGAGEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS, INVITEES AND OTHER OCCUPANTS.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

R. D. MARINA, LLC,
a Florida limited liability company

SIGNATURE

By: _____
Name: Michael M. Carter
Title: Manager

NAME PRINTED, TYPEWRITTEN OR STAMPED

SIGNATURE

NAME PRINTED, TYPEWRITTEN OR STAMPED

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27th day of May, 2003, by Michael M. Carter, Manager of R.D. Marina, LLC, a Florida limited liability company, on behalf of the company.

____ Personally Known OR ____ Produced Identification
Type of Identification Provided _____

(SEAL)

Notary Public
Printed Name:
My Commission Expires:
Commission No.:

Exhibit "A"**PARCEL 1:****Property****DESCRIPTION: MARINA PARCEL**

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" OF THE PLAT OF THE NORTHSORE AT RIVIERA DUNES PHASE 1-A. ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND RUN SOUTH FOR A DISTANCE OF 98.69 FEET; THENCE S.26° 33'54"E. FOR A DISTANCE OF 30.66 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 26° 33'54", A CHORD OF 20.22 FEET WHICH BEARS S.13° 16'57"E, FOR A DISTANCE OF 20.40 FEET; THENCE SOUTH FOR A DISTANCE OF 232.00 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 90° 01'28". A CHORD OF 234.81 FEET WHICH BEARS S.45° 00'44"W., FOR A DISTANCE OF 260.82 FEET; THENCE N.89° 58'32"W., FOR A DISTANCE OF 549.45 FEET; THENCE S.00° 13'04"E. FOR A DISTANCE OF 279.75 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00° 13'04"E. FOR A DISTANCE OF 175.00 FEET; THENCE S.89° 46'56"W. FOR A DISTANCE OF 500.00 FEET; THENCE N.00° 13'04"W. FOR A DISTANCE OF 175.00 FEET; THENCE N.89° 46'56"E., FOR A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

PARCEL 2:**DESCRIPTION: (MARINA DOCKS)**

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" OF THE PLAT OF THE NORTHSORE AT RIVIERA DUNES PHASE 1-A. ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND RUN SOUTH FOR A DISTANCE OF 98.69 FEET; THENCE S.26° 33'54"E. FOR A DISTANCE OF 30.66 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 26° 33'54", A CHORD OF 20.22 FEET WHICH BEARS S.13° 16'57"E, FOR A DISTANCE OF 20.40 FEET; THENCE SOUTH FOR A DISTANCE OF 232.00 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 90° 01'28". A CHORD OF 234.81 FEET WHICH BEARS S.45° 00'44"W., FOR A DISTANCE OF 260.82 FEET; THENCE N.89° 58'32"W., FOR A DISTANCE OF 549.45 FEET; THENCE S.00° 13'04"E., A DISTANCE OF 454.75 FEET FOR A POINT OF BEGINNING; THENCE S.03° 39'59"E., A DISTANCE OF 318.58 FEET; THENCE S.89° 46'15"E., A DISTANCE OF 778.60 FEET; THENCE N.00° 22'41"E., A DISTANCE OF 653.02 FEET; THENCE N.86° 42'01"W., A DISTANCE OF 673.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 93° 31'03", A CHORD BEARING OF S.46° 32'28"W., AND A CHORD DISTANCE OF 182.12 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.00° 13'04"E., A DISTANCE OF 245.44 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

PARCEL 3:

Together with those certain non-exclusive real property easements benefiting Parcels 1 and 2 as set forth in Declaration of Easements for Riviera Dunes recorded in Official Records Book 1677, Page 1381 and amended in Official Records Book 1688, Page 4362, of the Public Records of Manatee County, Florida.

PARCEL 4:

Together with that certain non-exclusive cross access easement as set forth in Deed from W.C. RIVIERA PARTNERS, L.C., a Florida Limited Liability Company to R.D. MARINA, LLC, a Florida Limited Liability Company recorded in Official Records Book 1688, page 4384, of the Public Records of Manatee County, Florida.

Exhibit "B"

Boat Dock Parcel

DESCRIPTION: (MARINA DOCKS)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" OF THE PLAT OF THE NORTHSORE AT RIVIERA DUNES PHASE 1-A. ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND RUN SOUTH FOR A DISTANCE OF 98.69 FEET; THENCE S.26° 33'54"E. FOR A DISTANCE OF 30.66 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 26° 33'54", A CHORD OF 20.22 FEET WHICH BEARS S.13° 16'57"E, FOR A DISTANCE OF 20.40 FEET; THENCE SOUTH FOR A DISTANCE OF 232.00 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 90° 01'28". A CHORD OF 234.81 FEET WHICH BEARS S.45° 00'44"W., FOR A DISTANCE OF 260.82 FEET; THENCE N.89° 58'32"W., FOR A DISTANCE OF 549.45 FEET; THENCE S.00° 13'04"E., A DISTANCE OF 454.75 FEET FOR A POINT OF BEGINNING; THENCE S.03° 39'59"E., A DISTANCE OF 318.58 FEET; THENCE S.89° 46'15"E., A DISTANCE OF 778.60 FEET; THENCE N.00° 22'41"E., A DISTANCE OF 653.02 FEET; THENCE N.86° 42'01"W., A DISTANCE OF 673.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 93° 31'03", A CHORD BEARING OF S.46° 32'28"W., AND A CHORD DISTANCE OF 182.12 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.00° 13'04"E., A DISTANCE OF 245.44 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

Exhibit "C"

Upland Parcel

DESCRIPTION: MARINA PARCEL

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" OF THE PLAT OF THE NORTHSORE AT RIVIERA DUNES PHASE 1-A. ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND RUN SOUTH FOR A DISTANCE OF 98.69 FEET; THENCE S.26° 33'54"E. FOR A DISTANCE OF 30.66 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 26° 33'54", A CHORD OF 20.22 FEET WHICH BEARS S.13° 16'57"E, FOR A DISTANCE OF 20.40 FEET; THENCE SOUTH FOR A DISTANCE OF 232.00 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 90° 01'28". A CHORD OF 234.81 FEET WHICH BEARS S.45° 00'44"W., FOR A DISTANCE OF 260.82 FEET; THENCE N.89° 58'32"W., FOR A DISTANCE OF 549.45 FEET; THENCE S.00° 13'04"E. FOR A DISTANCE OF 279.75 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00° 13'04"E. FOR A DISTANCE OF 175.00 FEET; THENCE S.89° 46'56"W. FOR A DISTANCE OF 500.00 FEET; THENCE N.00° 13'04"W. FOR A DISTANCE OF 175.00 FEET; THENCE N.89° 46'56"E., FOR A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

Exhibit "D"

Condominium Plot Plan

RIVIERA DUNES MARINA
A CONDOMINIUM IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17
MANATEE COUNTY, FLORIDA

[illegible]

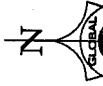
LINE TABLE		
LINE	LENGTH	BEARING
L1	4.75	S45°31'42"E
L2	2.39	N46°09'06"E
L3	6.82	N15°09'06"E
L4	4.34	S16°05'09"E
L5	11.04	N88°43'12"E
L6	4.10	S00°15'05"E
L7	2.39	N46°09'06"E
L8	5.51	N18°00'08"E
L9	6.95	S16°05'09"E
L10	2.29	S47°30'58"E
L11	2.39	N46°09'06"E
L12	6.82	S15°09'06"E
L13	6.95	S16°05'09"E
L14	2.29	S47°30'58"E
L15	2.39	N46°09'06"E
L16	6.82	N15°09'06"E
L17	6.95	S16°05'09"E
L18	2.29	S47°30'58"E
L19	2.07	N46°09'06"E
L20	6.82	N15°09'06"E
L21	6.95	S16°05'09"E
L22	2.29	S47°30'58"E
L23	2.39	N46°09'06"E
L24	6.82	N15°09'06"E
L25	6.95	S16°05'09"E
L26	2.29	S47°30'58"E
L27	2.39	N46°09'06"E
L28	6.82	S15°09'06"E
L29	6.95	S16°05'09"E
L30	2.29	S47°30'58"E
L31	2.39	N46°09'06"E
L32	7.02	N16°21'12"E
L33	4.23	S16°05'09"E
L34	11.13	S89°59'42"E
L35	4.12	S00°34'11"E
L36	2.39	N46°09'06"E
L37	6.82	N15°09'06"E
L38	6.95	S16°05'09"E
L39	2.29	S47°30'58"E
L40	2.39	N46°09'06"E
L41	6.82	S15°09'06"E
L42	6.95	S16°05'09"E
L43	2.29	S47°30'58"E
L44	2.39	N46°09'06"E
L45	6.82	S15°09'06"E
L46	6.95	S16°05'09"E
L47	2.29	S47°30'58"E
L48	2.39	N46°09'06"E
L49	6.82	N15°09'06"E
L50	6.95	S16°05'09"E
L51	2.29	S47°30'58"E
L52	4.81	N44°03'25"E
L53	6.80	S76°24'03"W
L54	2.82	S36°11'14"W
L55	2.25	S51°09'16"E
L56	6.75	S74°11'56"E
L57	6.87	S74°04'16"W
L58	2.16	S48°02'00"W
L59	2.25	S51°09'16"E
L60	6.75	S74°11'56"E

LINE TABLE			
LINE	LENGTH	BEARING	
L61	6.87	S74°04'16"W	
L62	2.31	S48°02'00"W	
L63	2.25	S51°08'16"E	
L64	6.75	S71°11'56"E	
L65	6.87	S74°04'16"W	
L66	2.23	S48°02'00"W	
L67	4.82	S45°56'30"E	
L68	4.83	S44°38'22"W	
L69	6.82	S73°48'35"E	
L70	2.29	S42°48'35"E	
L71	2.29	S43°31'21"W	
L72	6.95	S74°57'10"W	
L73	6.63	S73°48'35"E	
L74	2.56	S45°00'00"E	
L75	2.29	S43°31'21"W	
L76	6.53	S74°57'10"W	
L77	6.82	S73°48'35"E	
L78	2.39	S42°48'35"E	
L79	11.50	S00°31'26"E	
L80	4.06	N90°00'00"E	
L81	2.29	S43°31'21"W	
L82	6.95	S74°57'10"W	
L83	4.80	N45°10'08"W	
L84	2.29	N42°26'30"E	
L85	6.95	N73°52'19"E	
L86	6.82	N74°53'26"W	
L87	2.39	N43°53'26"W	
L88	2.29	N42°26'30"E	
L89	6.95	N73°52'19"E	
L90	6.82	N74°53'26"W	
L91	2.39	N43°53'26"W	
L92	2.29	N42°26'30"E	
L93	6.95	N73°52'19"E	
L94	6.82	N74°53'26"W	
L95	2.39	N43°53'26"W	
L96	4.80	N44°42'18"E	
L97	4.85	S45°39'05"E	
L98	2.21	S43°31'21"W	
L99	6.95	S74°57'10"W	
L100	6.63	S73°48'35"E	
L101	2.56	N45°00'00"W	
L102	2.09	S43°31'21"W	
L103	6.95	S74°57'10"W	
L104	6.82	S73°48'35"E	
L105	2.39	S42°48'35"E	
L106	2.29	S43°31'21"W	
L107	6.95	S74°57'10"W	
L108	6.82	S73°48'35"E	
L109	2.39	S42°48'35"E	
L110	4.91	S46°06'52"W	
L111	4.84	N45°00'00"W	
L112	2.29	N42°26'30"E	
L113	6.95	N73°52'19"E	
L114	6.82	N74°53'26"W	
L115	2.39	N43°53'26"W	
L116	2.29	N42°26'30"E	
L117	6.95	N73°52'19"E	
L118	6.82	N74°53'26"W	
L119	2.39	N43°53'26"W	
L120	2.29	N42°26'30"E	

LINE TABLE		
LINE	LENGTH	BEARING
L121	6.46	N73°52'19"E
L122	6.82	N74°53'26"W
L123	2.39	N43°53'26"W
L124	4.88	N45°33'24"E
L125	4.78	S44°39'40"E
L126	2.29	S43°31'21"W
L127	6.95	S74°57'10"W
L128	6.82	S73°48'35"E
L129	2.39	S42°48'35"E
L130	2.29	S43°51'10"W
L131	6.95	S74°57'10"W
L132	6.82	S73°48'35"E
L133	2.39	S42°48'35"E
L134	2.29	S43°31'21"W
L135	6.95	S74°57'10"W
L136	6.82	S73°48'35"E
L137	2.39	S42°48'35"E
L138	4.74	S45°23'36"W
L139	4.73	N45°46'45"W
L140	2.14	N42°76'30"E
L141	6.95	N73°52'19"E
L142	6.82	N74°53'26"W
L143	2.39	N43°53'26"W
L144	2.29	N42°26'30"E
L145	6.95	N73°52'19"E
L146	6.82	N74°53'26"W
L147	2.18	N43°53'26"W
L148	2.29	N42°26'30"E
L149	6.95	N73°52'19"E
L150	6.82	N74°53'26"W
L151	2.39	N43°53'26"W
L152	4.67	N45°11'59"E
L153	4.74	S45°33'51"E
L154	2.62	S35°35'34"W
L155	6.90	S74°12'56"W
L156	6.89	S74°35'23"E
L157	2.72	S34°59'04"E
L158	2.60	S35°35'34"W
L159	6.90	S74°12'56"W
L160	6.89	S74°35'23"E
L161	2.72	S34°59'04"E
L162	2.62	S35°35'34"W
L163	6.90	S74°12'56"W
L164	6.89	S74°35'23"E
L165	2.72	S34°59'04"E
L166	2.63	S35°35'34"W
L167	6.90	S74°12'56"W
L168	6.89	S74°35'23"E
L169	2.72	S34°59'04"E
L170	2.40	S35°35'34"W
L171	6.90	S74°12'56"E
L172	6.89	S74°35'23"E
L173	2.72	S34°59'04"E
L174	4.72	S45°21'08"W



GRAPHIC SCALE



SURVEYING

Scale: 1" = 100 FT

RIVIERA DUNES MARINA

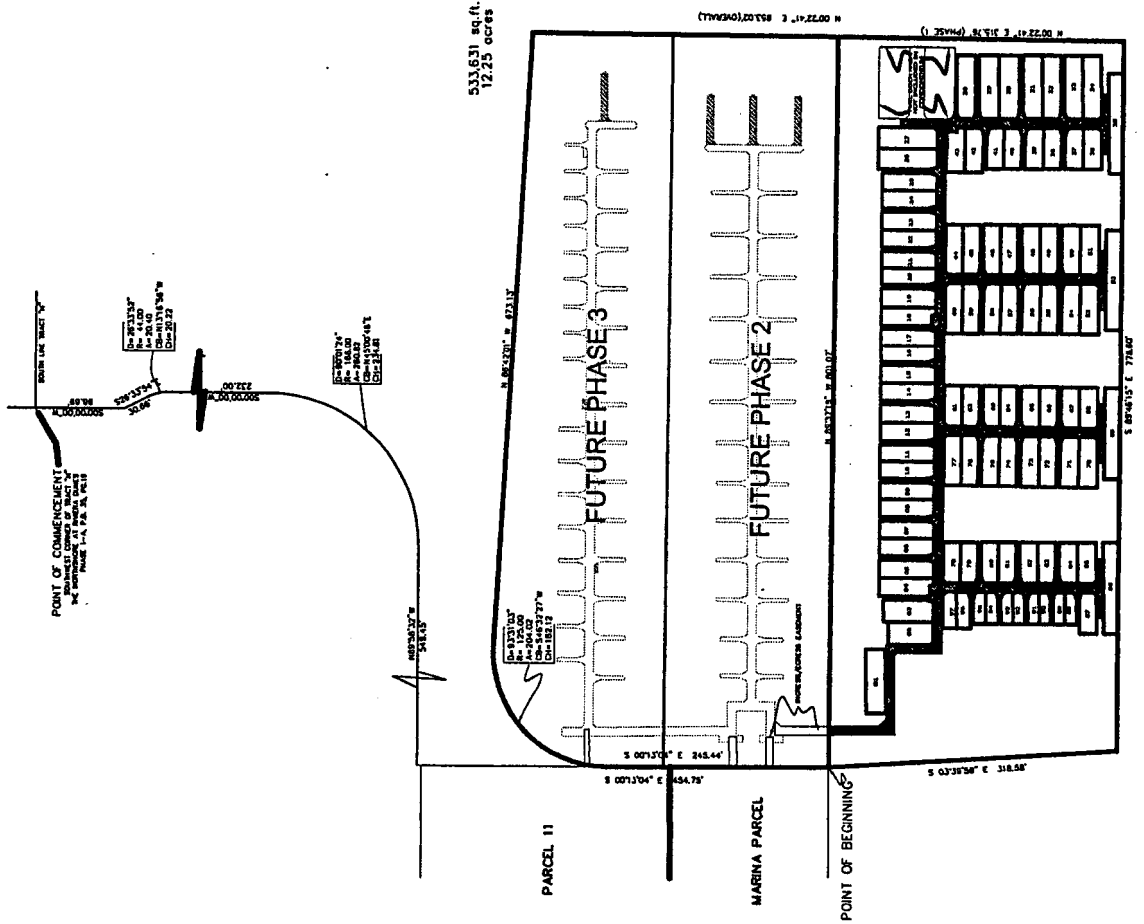
A CONDOMINIUM IN

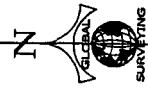
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
 MANATEE COUNTY, FLORIDA

PLAT BOOK PAGE
 SHEET 3 OF 6

- 1. PERMANENT EASEMENT - 10' WIDE
- 2. PERMANENT EASEMENT - 10' WIDE
- 3. PERMANENT EASEMENT - 10' WIDE
- 4. PERMANENT EASEMENT - 10' WIDE
- 5. PERMANENT EASEMENT - 10' WIDE
- 6. PERMANENT EASEMENT - 10' WIDE
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- 8. PERMANENT EASEMENT - 10' WIDE
- 9. PERMANENT EASEMENT - 10' WIDE
- 10. PERMANENT EASEMENT - 10' WIDE

BK 1831 PG 2421 92 of 96





GRAPHIC SCALE

Scale: 1" = 60 FT

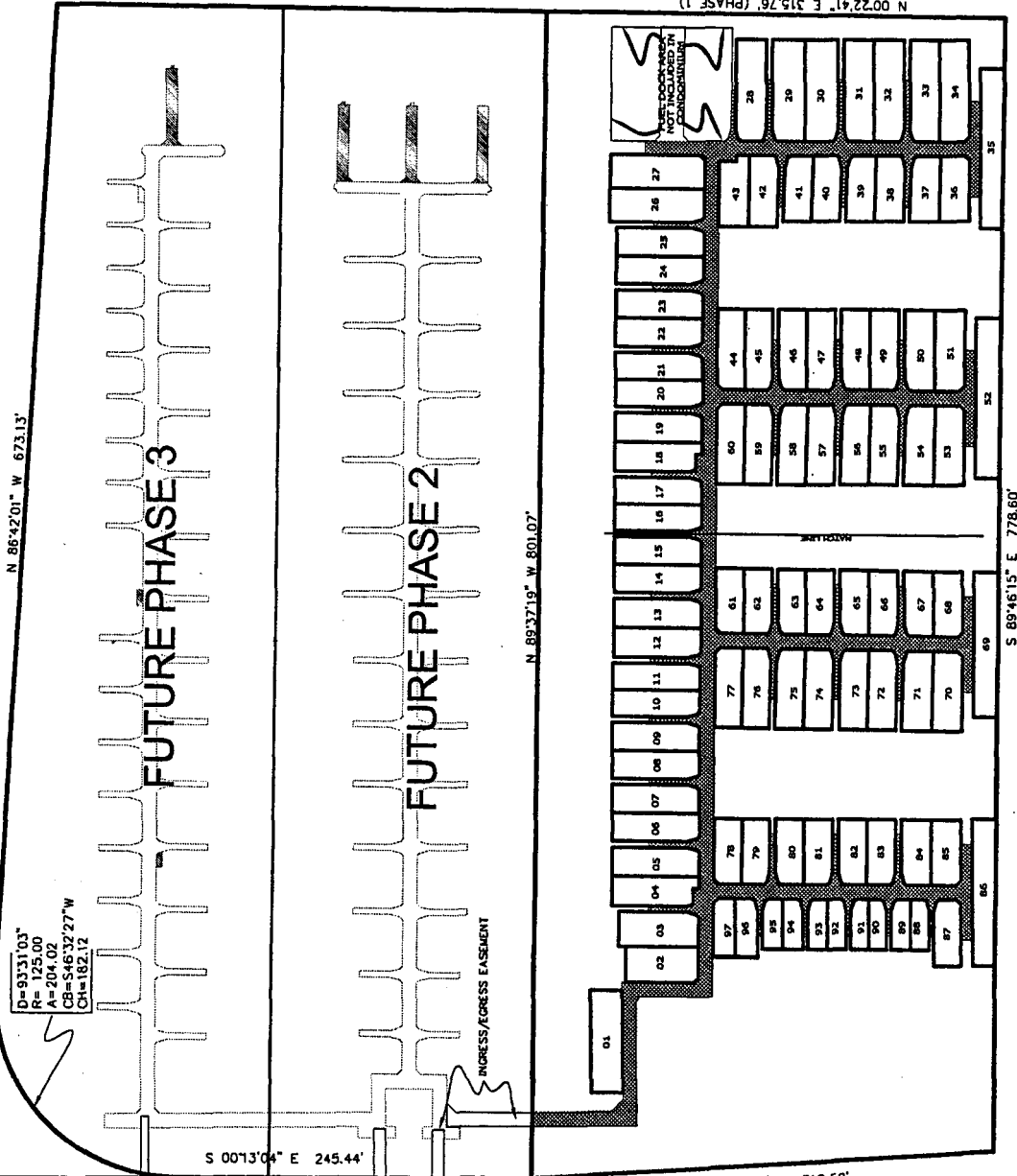
RIVIERA DUNES MARINA

A CONDOMINIUM IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 4 OF 6

- LEGEND
- 1. 1/2" DIA. SET - PER 18 R432 UNLESS
 - 2. 1/2" DIA. SET - PER 18 R432 UNLESS
 - 3. 1/2" DIA. SET - PER 18 R432 UNLESS
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 - 16. 1/2" DIA. SET - PER 18 R432 UNLESS
 - 17. 1/2" DIA. SET - PER 18 R432 UNLESS
 - 18. 1/2" DIA. SET - PER 18 R432 UNLESS
 - 19. 1/2" DIA. SET - PER 18 R432 UNLESS

533,631 sq.ft.
12.25 acres

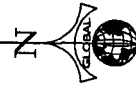


SITE PLAN

DK 1031 PG 2422 93 of 96

N 00°22'41" E 315.76' (PHASE 1)

GLOBAL SURVEYING, P.A.
 CERTIFICATE OF AUTHORIZATION #LB0008432
 5004 STATE ROAD 64
 BRADENTON, FLORIDA 34208
 (941) 748-1512



SURVEYING
Scale: 1" = 20 FT



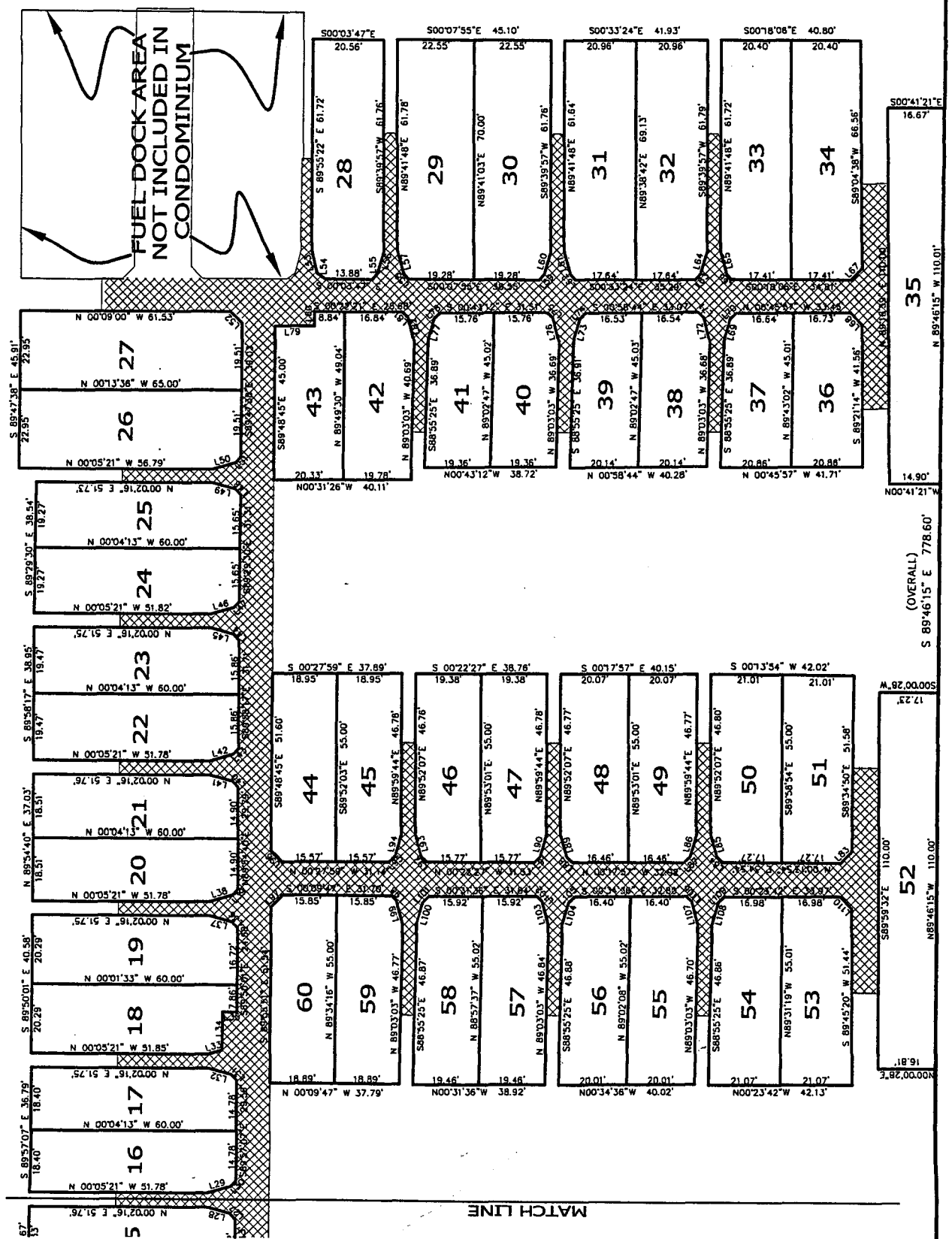
RIVIERA DUNES MARINA

A CONDOMINIUM IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 5 OF 6

▲ PG. NUM. & DIST. SET - PG. LB 6412 UNLESS
 OTHERWISE NOTED
 ■ 4" CONCRETE MONUMENT FOUND - PG. LB 6412 UNLESS
 OTHERWISE NOTED
 □ 4" CONCRETE MONUMENT SET - PG. LB 6412
 ● EROSION
 M.H. SQUARE FIT
 LB LOCKED BUSHES

DONOR-RELATED COMMON ELEMENTS

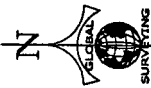


MATCH LINE

GLOBAL SURVEYING, P.A.
CERTIFICATE OF AUTHORIZATION #00004132
5504 STATE ROAD 64
BRANDENBURG, FLORIDA 34708
(814) 748-1515, 34208



GRAPHIC SCALE

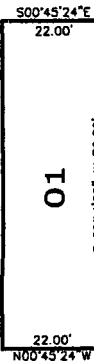


Scale: 1" = 20 FT

N 89°14'36" E 70.00'

01

S 89°14'36" W 70.00'



RIVIERA DUNES MARINA

A CONDOMINIUM IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 6 OF 6

- LEGEND
- 1. PLAT AND CONVEYANCE - PPM 18 6432 UNITS
- 2. CONVEYANCE - PPM 18 6432 UNITS
- 3. CONVEYANCE - PPM 18 6432 UNITS
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- 99. CONVEYANCE - PPM 18 6432 UNITS
- 100. CONVEYANCE - PPM 18 6432 UNITS

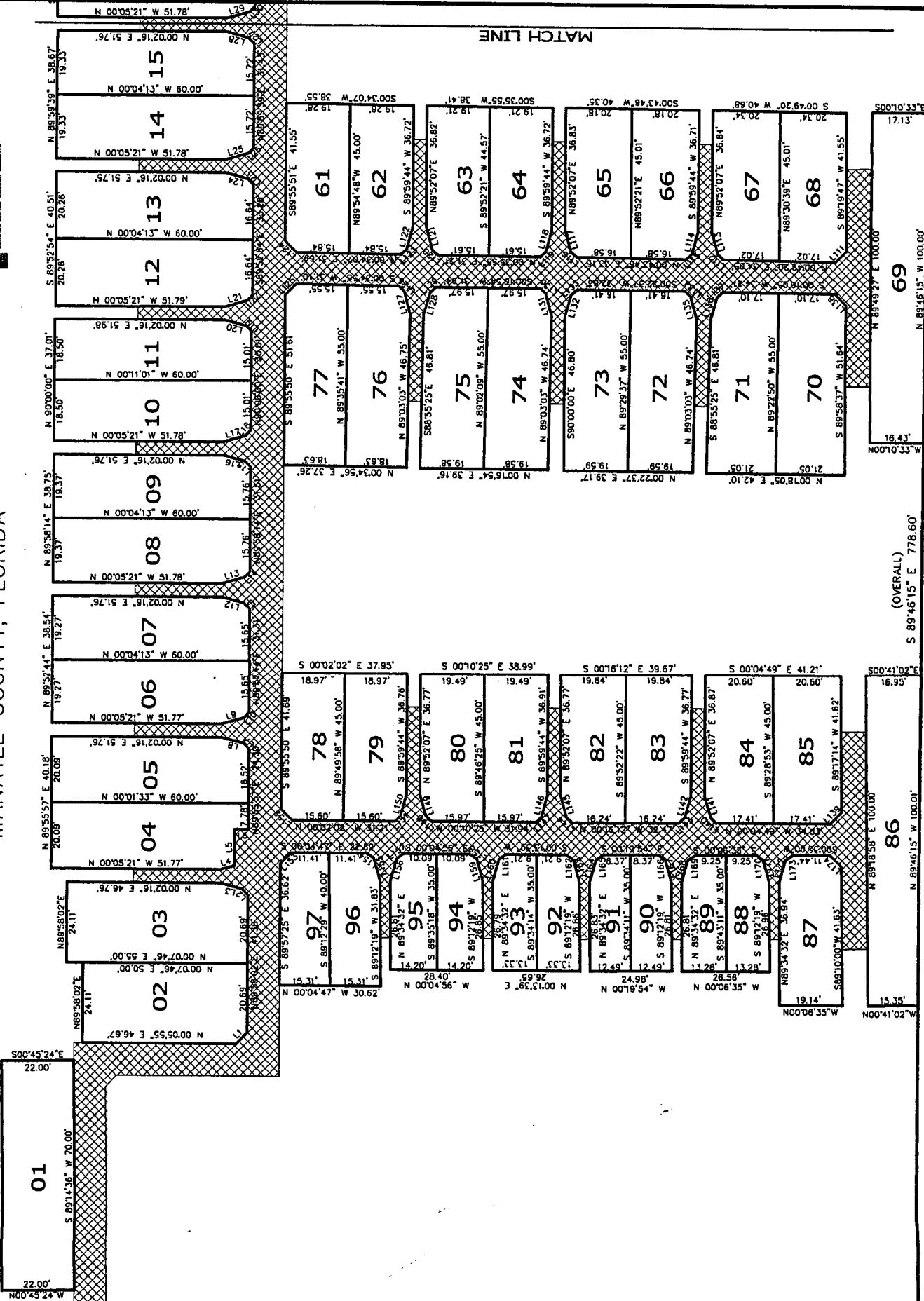


EXHIBIT "G"

R. D. Marina Boat Dock Condo Association Estimated Budget Phase I, 97 Slips

Expenses	Monthly	Annually
Accounting & Legal	\$ 44	\$ 528
Cable	1,631	19,572
Landscape	221	2,652
Labor	7,646	91,752
Pool	75	900
Supplies	154	1,848
Repairs & Maintenance	441	5,292
Security	1,984	23,808
Property Taxes	849	10,188
Electric	573	6,876
Gas	51	612
Water & Sewer	794	9,528
Insurance	3,968	47,616
Management Fee	1,876	22,512
Master Association Expenses	31	372
Water Quality Testing	294	3,528
Total	\$ 20,632	\$ 247,584
Reserves	1,470	17,640
Total Including Reserves	\$ 22,102	\$ 265,224

\$22,102 divide by 97 slips = \$227.86 per month

linda\word\rdmarinaassndues

DV 1071 DC 7/05
DA 10JL FD 242J FILED AND RECORDED 5/28/2003 2:09:16 PM % of %
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.