

CERTIFICATE OF AMENDMENT
Of
DECLARATION OF CONDOMINIUM, RIVIERA 615 CONDOMINIUM, INC.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This certificate is executed to evidence the Seventh Amendment to the Declaration of Condominium of Riviera 615 Condominium, Inc., recorded in Book 796, Page 744 of the official records of Escambia County, State of Florida, as previously amended, whereby the following deletions, substitutions, and additions are enacted:

1. Paragraph 1: SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit the lands herein described and the improvements constructed thereon to the condominium form of ownership and use in the manner proved by Florida Statute Chapter ~~711~~ 718, herein called the Condominium Act.
2. Subparagraph 2E(iii): any valid charge against the condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded, In the event of a dispute, Florida Statute ~~711.14~~ 718.101 et seq, or other applicable law, shall guide and control.
3. Subparagraph 4B: ~~The Developer reserves the right to change the interior design and arrangement of all, or any, units and to alter boundaries between units, so long as the Developer owns the units so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Developer alone, notwithstanding the procedures for amendment described in paragraph 20 of this Declaration. However, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in paragraph 20 of this Declaration. If more than one unit is altered the Developer shall appropriately reapportion the shares in the common elements which are allocated to the altered units.~~

For clarity and ease of reference, the distinction contained in Florida Statutes 718.111(ii) between Association property and that which is the responsibility of the unit owner is set forth as follows: All floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters,

water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries, are the responsibility of the unit owner and not that of the Association."

4. Subparagraph 8B: Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest; but all sums not paid on or before ten (10) days after the date when due shall bear interest at ~~the rate of nine percent (9%) per annum~~ a rate established by the Board of Directors, but not higher than the highest rate permitted by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

5. Subparagraph 8C: The lien for unpaid assessments provided by Florida law (Florida Statute ~~741.20~~ 718.116) shall apply and also secure reasonable attorneys' fees and costs incurred by the Association, incident to the collection of such assessment or enforcement of such lien, whether or not a legal proceeding is required.

6. Subparagraph 10B(i): The insurance coverage provided by the Association shall include the sliding glass doors and fixed glass panels in all units and the conventional windows located within the units on the eastern and western ends of the building. However, the owner of each unit shall remain responsible for the physical repair, maintenance, and replacement of these items, whether disrepair results from a casualty loss or normal wear and tear. In the event that insurance proceeds from the Association's policies are paid for repair/replacement of such items, those proceeds will be disbursed to unit owners in accordance with Paragraph 13, infra. [Renumber former Subparagraphs 10B(i), (ii), (iii) and (iv) as (ii), (iii), (iv), and (v), sequentially.]

8. Subparagraph 11A: All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to the Insurance Trustee selected by the Board of Directors of the Association according to the terms hereof. ~~The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.~~ The Board of Directors may, by a majority vote, designate itself as the Insurance Trustee for a specific claim or multiple claims relating to a specific cause.

9. Subparagraph 12A: If common elements are damaged, they shall be reconstructed or repaired, unless it is determined ~~under subparagraph 21~~ that the condominium shall be terminated.

10. Subparagraph 12B: ~~If the damaged property is the condominium building, and if units to which fifty percent (50%) or more of the common elements are appurtenant are found by the board of directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (6) days after the casualty it is determined under paragraph 21 that the condominium shall be terminated.~~ Irrespective of the degree of damage to the condominium building(s) or appurtenant common elements, the condominium shall not be terminated and the damaged property shall be reconstructed or repaired unless within ninety (90) days after the casualty at least seventy-five percent (75%) of the unit owners agree in writing that the damaged property shall not be reconstructed and the condominium shall be terminated.

11. Subparagraph 12C: ~~If the damaged property is the condominium building, and if units to which fifty percent (50%) or more of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable, the damaged property shall be reconstructed or repaired, and the condominium will be terminated unless within sixty (6) days after the casualty the owners of at least seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.~~ [Re-number subparagraph 12D as 12C.]

12. Subparagraph 14A: Each of the units shall be occupied only by a family, its servants, and guests, as a residence and for no other purpose. ~~Except as reserved to the Developer, n~~No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the change in the apartments to be effected thereby.

13. Subparagraph 14D: ~~Until the Developer has completed and sold all of the units, neither the unit owners nor the Association, nor the use of the condominium property, shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, the showing of the property and the~~

~~display of signs.~~ [Redesignate sub-paragraphs 14E and 14F as 14D and 14E, sequentially.]

14. Subparagraph 14E: Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its articles of incorporation and by-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium ~~upon request.~~

15. Subparagraph 15B: [Delete last sentence: ~~The Developer is exempt from the provisions of this paragraph.~~]

16. Subparagraph 16A: If the Association disapproves a proposed sale and if the unit owner shall so demand, then within thirty (30) days after receipt of such notice ~~and information~~ issuance and delivery to the unit owner of notice of such disapproval the Association shall deliver or mail by registered mail to the unit owner and offer to purchase by a purchaser approved by the Association who will purchase to whom the unit owner must sell the unit.

17. Subparagraph 16E: ~~The Developer is exempt from the provisions of this paragraph, 16.~~

18. Subparagraph 17B: The provisions of paragraphs 15 and 16 shall not apply to a transfer to or purchase by ~~the Developer or any mortgage lender~~, which acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so, whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease ~~by the Developer or any mortgage lender~~ which so acquires its title.

19. Subparagraph 20B(iii). ~~Until the first election of directors, and transfer of control of the condominium to the Association, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.~~

20. Subparagraph 20D: No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless all unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the unit ~~and all record owners of liens thereon~~ shall join in the execution of the amendment.

Certification by Board of Directors

The undersigned do hereby certify that the foregoing changes, constituting the Seventh Amendment to the Declaration of Condominium of Riviera 615 Condominium, Inc., The foregoing amendment was unanimously adopted by the Board of Directors of 615 Riviera Condominium, Inc. at a regular noticed meeting on November 19, 2007 and approved by a 75% majority of unit owners at their annual Unit Owners' Meeting on January 19, 2008. These changes are hereby enacted and are effective upon recordation by the County of Escambia, State of Florida.

Attest

Riviera 615, Condominium, Inc.

Shirley Denkler 2/7/08
Shirley Denkler, Secretary Date

David G. Vest 2/7/2008
David G. Vest, President Date

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF RIVIERA 615 CONDOMINIUM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This certificate is executed to evidence an amendment to the declaration of condominium of Riviera 615 Condominium, Inc. recorded in Official Record Book 796, page 744 of the public records of Escambia County, Florida, whereby the real property described below is subjected to the condominium form of ownership as an additional common element, said real property being described as follows, to-wit:

Being that portion of St. Louis-San Francisco Railway Company's Sixty (60) foot wide right of way that is bounded on the North by the southerly right of way line of Bayshore Drive; bounded on the East by the northwesterly projection of the easterly property line of Riviera 615 Condominium, Inc. as described in O. R. Book 796, page 744, Escambia County, Florida; bounded on the South by the northerly property line of Riviera 615 Condominium, Inc. as described in aforesaid Book 796, page 744, bounded on the West by the northwesterly projection of the westerly property line of Riviera 615 Condominium, Inc. as described in said Book 796, page 744. Contains Nineteen Thousand Five Hundred (19,500) square feet, more or less.

The undersigned do hereby certify that the decision to acquire and submit the above described real property to the condominium form of ownership was properly proposed and adopted at duly convened meetings of the Board of Directors and Membership of Riviera 615 Condominium, Inc.

Dated this 22nd day of December, 1977.

ATTEST:

RIVIERA 615 CONDOMINIUM, INC.

BY: [Signature]
STATE OF FLORIDA
COUNTY OF ESCAMBIA

BY: [Signature]
Paul L. Dudley, President
BY: [Signature]
Mina S. Wilson, Secretary

Sworn to and subscribed before me this 22nd day of December, 1977.

MY COMMISSION EXPIRES AUG. 6, 1980

Notary Public
My commission expires:

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF RIVIERA 615 CONDOMINIUM, INC.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This certificate is executed to evidence the second amendment to the declaration of condominium of Riviera 615 Condominium, Inc., recorded in Official Record Book 796, Page 744, as heretofore amended, whereby subparagraphs "[i]" and "[ii]" under subparagraph B under Paragraph No. 20 entitled "AMENDMENTS" are deleted in their respective entireties and the following substituted therefor:

[i] Unanimous consent of the board of directors present and voting (five [5] or more members must be present and voting) followed by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the association; or

[ii] Not less than seventy-five percent (75%) of the votes of the entire membership of the association, if such approval by the board of directors is not unanimous.

The undersigned do hereby certify that the foregoing amendments to the declaration of condominium were duly approved at a regularly convened meeting of the board of directors on November 30, 1978 and thereafter duly approved at a regularly convened meeting of the association membership on January 20, 1979.

Dated this 5th day of June, 1979.

ATTEST:

RIVIERA 615 CONDOMINIUM, INC.

B. J. Cramer
B. J. Cramer, Secretary

By W. H. Wilson
W. H. Wilson, President

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of June, 1979, by W. H. Wilson, President, and B. J. Cramer, Secretary, of Riviera 615 Condominium, Inc., a Florida corporation, on behalf of the corporation.

Notary Public
NOTARY PUBLIC

My Commission Expires: 7/1/81

FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA
JUN 5 4 15 PM '79
NOTARY PUBLIC
W. H. WILSON

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF RIVIERA 615 CONDOMINIUM, INC.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This certificate is executed to evidence the third amendment to the declaration of condominium of Riveria 615 Condominium, Inc., recorded in Official Record Book 796, Page 744, as heretofore amended, whereby Paragraph #23 is added as the last numbered paragraph of said declaration, as follows:

23. MISCELLANEOUS. Anything in paragraphs 1 through 22 of this declaration to the contrary notwithstanding, hurricane shutters meeting the following specifications:

Design type: Roll up.
Material: Any non-corrosive rustproof material.
Color: White, cream or buff.

may be affixed by a unit owner at the unit owner's expense to any door or window on the balcony side. Hurricane shutters shall be maintained in good repair and condition by the unit owner at the unit owner's expense.

The undersigned do hereby certify that the foregoing amendments to the declaration of condominium were duly approved at a regularly convened meeting of the board of directors held on April 19, 1979, and thereafter duly approved at a regularly convened meeting of the association membership on June 16, 1979.

Dated this 9 day of July, 1979.

ATTEST:

RIVIERA 615 CONDOMINIUM, INC.

B. J. Cramer
B. J. Cramer, Secretary

By: W. H. Wilson
W. H. Wilson, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of July, 1979, by W. H. Wilson, President, and B. J. Cramer, Secretary, of Riviera 615 Condominium, Inc., a Florida corporation, on behalf of the corporation.

Notary Public
NOTARY PUBLIC

My commission expires: 11/9/81

THIS INSTRUMENT PREPARED BY
SAM A. VIVIANO
LEVIN, WARFIELD, ETAL
226 S. PALAFOX STREET
PENSACOLA, FLORIDA 32501

IN 3000
NOTED ABOVE
JOE L. FLORES, CONTROLLER
ESCAMBIA COUNTY

JUN 10 4 23 PM '79

FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLA. ON

960004

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF RIVIERA 615 CONDOMINIUM, INC.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This certificate is executed to evidence the fourth amendment to the declaration of condominium of Riviera 615 Condominium, Inc., recorded in Official Record Book 796, Page 744, as heretofore amended, whereby under Paragraph #14 entitled "USE RESTRICTIONS", a new Subparagraph 14. G. shall be added as follows:


G. No time-share estates shall be created with respect to any condominium unit.


The undersigned do hereby certify that the foregoing amendment to the declaration of condominium was duly approved at a regularly convened meeting of the board of directors held on June 20, 1983, and thereafter duly approved at a regularly convened meeting of the association membership on August 27, 1983.

Dated this 12th day of December, 1983.

ATTEST:

RIVIERA 615 CONDOMINIUM, INC.


J. P. Monroe, Secretary

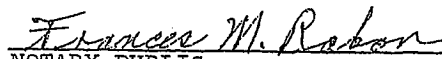
By: 
William G. Champlin, President

CORPORATE SEAL

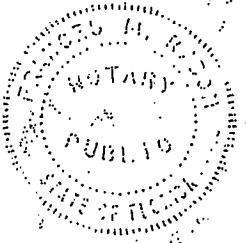
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 1983, by William G. Champlin, President, and J. P. Monroe, Secretary, of Riviera 615 Condominium, Inc., a Florida corporation, on behalf of the corporation.


NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida
My Commission Expires July 25, 1985
Dated This 1st day of January, 1984



CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF RIVIERA 615 CONDOMINIUM, INC.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This certificate is executed to evidence the fifth amendment to the declaration of condominium of Riviera 615 Condominium, Inc., recorded in Official Record Book 796, Page 744, as heretofore amended, whereby Paragraph No. 23 entitled "MISCELLANEOUS" is hereby revised to read as follows:

23. MISCELLANEOUS. Anything in paragraph 1 through 22 of this declaration to the contrary notwithstanding, hurricane shutters meeting the following specifications;

Design type: Roll up or vertical stack.
Material: Any non-corrosive rustproof material.
Color: White, cream or buff.

may be affixed by a unit owner at the unit owner's expense to any door or window on the balcony side. Hurricane shutters shall be maintained in good repair and condition by the unit owner at the unit owner's expense.

The undersigned do hereby certify that the foregoing amendment to the declaration of condominium was duly approved at a regularly convened meeting of the board of directors on august 25, 1983 and thereafter duly approved at a regularly convened meeting of the association membership on September 21, 1983.

Dated this 12th day of December, 1983.

ATTEST:

RIVIERA 615 CONDOMINIUM, INC.

J. P. Monroe
J. P. Monroe, Secretary

By: William G. Champlin
William G. Champlin, President

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 1983, by William G. Champlin, President, and J. P. Monroe, Secretary, of Riviera 615 Condominium, Inc., a Florida corporation, on behalf of the corporation.

Frances M. Roben
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida
(My Commission Expires July 25, 1985
Bonded thru Tru-Full Insurance, Inc.)

FILED IN THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

DEC 14 11 33 AM '83

RECORDED & INDEXED
JAN 11 1984

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 1983, by William G. Champlin, President, and J. P. Monroe, Secretary, of Riviera 615 Condominium, Inc., a Florida corporation, on behalf of the corporation.

Frances M. Roben
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida
(My Commission Expires July 25, 1985
Bonded thru Tru-Full Insurance, Inc.)

FILED IN THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

DEC 14 11 33 AM '83

RECORDED & INDEXED
JAN 11 1984

**CERTIFICATE OF WAIVER OF SPRINKLER SYSTEM
IN INDIVIDUAL UNITS**

STATE OF FLORIDA

DR BK 4585 PG 1567
Escambia County, Florida
INSTRUMENT 2000-725714

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF RIVIERA 615 CONDOMINIUM, INC.**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This certificate is executed to evidence the sixth amendment to the declaration of condominium of Riviera 615 Condominium, Inc. recorded in Official Record Book 725, page 744, as heretofore amended, of the public records of Escambia County, Florida, whereby Paragraph 4 A entitled "UNIT BOUNDARIES", known as Exhibit "A", and whereby Paragraph 10 A entitled "INSURANCE", known as Exhibit "B", shall be amended and the following substituted therefor:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B"

The undersigned do hereby certify that the foregoing amendment to the declaration of condominium was duly approved at a special convened meeting of the board of directors on May 8, 2000 and thereafter duly approved at a special convened meeting of the association membership on June 3, 2000.

Dated this 26 day of July 2000.

ATTEST:

Cathryn H. Leonard
Cathryn Leonard, Secretary

By: Betty J. Cramer
Betty J. Cramer, President

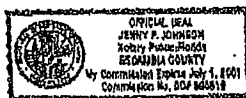
CORPORATE SEAL



STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26 day of July 2000, by Betty J. Cramer, President, and Cathryn Leonard, Secretary, of Riviera 615 Condominium, Inc., a Florida corporation, on behalf of the corporation.



Jerry P. Johnson
NOTARY PUBLIC

My commission expires: 7/01/2001

**CERTIFICATE OF WAIVER OF SPRINKLER SYSTEM
IN INDIVIDUAL UNITS**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This certificate is executed to evidence that Riviera 615 Condominium, Inc. conducted the required vote to exclude individual units in retrofitting with sprinklers, as required by Florida Statutes Chapter 718. The association obtained 100% vote participation on this issue. The unit owner casting the vote signed the individual ballot. The Association consists of 94 units. The results are as follows:

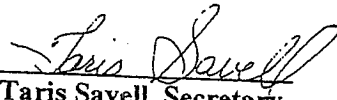
YES – include the individual units 2
NO – exclude the individual units 92
TOTAL: 94

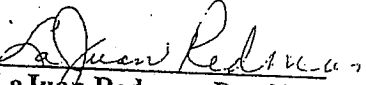
The individual units will not be required to be retrofitted with a fire sprinkler system.

The undersigned do hereby certify that the foregoing vote was conducted at a regularly convened annual meeting of the association membership held on January 17, 2004.

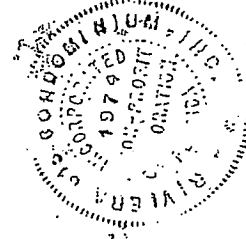
ATTEST:

Riviera 615 Condominium, Inc.


Taris Savell, Secretary

By: 
LaJuan Redman, President

CORPORATE SEAL



STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of January, 2004, by Lajuan Redman, President, and Taris Savell, Secretary, of Riviera 615 Condominium, Inc.


NOTARY PUBLIC

My commission expires: August 29, 2005

WENDELL FUGATE
Notary Public-State of FL
Comm. Exp: Aug. 29, 2005
Comm. No: DD 053671

RCD Jan 21, 2004 03:18 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-196986

132. 1110
700 1110

DECLARATION OF CONDOMINIUM

OF

RIVIERA 615 CONDOMINIUM

A FLORIDA CORPORATION, NOT FOR PROFIT

DEVELOPER:

DYSON & COMPANY and
DYSON CONSTRUCTION COMPANY
520 South "B" Street
Post Office Drawer "F"
Pensacola, Florida 32502

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DECLARATION OF CONDOMINIUM

OF

RIVIERA 615 CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made this _____ day of _____, 19____, by DYSON AND COMPANY and DYSON CONSTRUCTION COMPANY, Florida corporations, herein called the Developer, for itself, its successors, grantees and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: The purpose of this Declaration is to submit the lands herein described and the improvements constructed thereon to the condominium form of ownership and use in the manner proved by Florida Statute Chapter 711, herein called the Condominium Act.

A. The name by which this condominium is to be identified is RIVIERA 615 CONDOMINIUM, a condominium, and its address is 615 Bayshore Drive, Pensacola, Florida.

B. The lands owned by the Developer, which together with the improvements constructed thereon, are hereby submitted to the condominium form of ownership, are located in Escambia County, Florida, and described as follows:

The West 150 feet of Lot 4, of William Fisher Subdivision of 96 acres, of the Pedro Palao Grant, Section 59, Township 2 South, Range 10 West, according to plat filed in Deed Book 11, at Page 349, of the public records of Escambia County, Florida, lying South of Pensacola Electric Company's right of way, and also, that portion of Lot 3, of William Fisher Subdivision of the Pedro Palao Grant, lying South of the South line of the Pensacola Electric Company's right of way and between the East line of said Lot 3 and a line drawn Southerly from the South line of said right of way through a point 46 feet 9 inches eastwardly from the West line of said Lot 3 on a line from the intersection of the South line of the said right of way with the East line of said Lot 3, perpendicular to the West line of said lot and through a point 152 feet 9 inches Westerly from the East line of said Lot 3 on a line drawn perpendicular to the said East line at a point on said East line, 500 feet Southerly from the intersection of said line with the South line of the right of way; together with all the land under the waters in front of the two parcels above described to the channel of the Bay of Pensacola.

2. DEFINITIONS. The terms used herein and in the Articles of Incorporation (attached Exhibit A) in the By-laws (attached as Exhibit B) shall have the meanings stated and shall be controlled by the Condominium Act, Florida Statute Chapter 711, and, secondarily, as follows:

A. "Apartment" and "Unit" are synonymous and are defined as that part of the condominium which is the subject of private ownership, as described in paragraph 4 hereof.

B. "Apartment owner" and "unit owner" are synonymous and are defined as the owner or owners of a condominium parcel.

C. "Association" means Riviera 615 Condominium, Inc., and its successors, which is the non-profit entity responsible for the operation and administration of the condominium.

D. "Common elements" shall be all the parts of the condominium property not included within the apartment or unit boundaries as described in paragraph 4 hereof.

E. "Common expenses" means the expenses for which the apartment or unit owners are liable to the Association, including:

(i) expenses of administration; expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of apartments to be maintained by the Association.

(ii) expenses declared common expenses by provisions of this Declaration or by the by-laws; and

(iii) any valid charge against the condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded. In the event of a dispute, Florida Statute 711.14, or other applicable law, shall guide and control.

F. "Condominium" may be used synonymously with "Association", but shall basically mean the land, buildings, improvements and actual physical project, as opposed to the "Association", which is the non-profit corporate group responsible for the operation of the condominium.

G. "Developer" is the entity or entities originally acquiring ownership of the land and constructing the building and improvements thereon, from which units or common elements will ultimately be sold and conveyed by Developer to owners who will eventually constitute the "Association". "Developer" includes the singular and plural and shall also include any assignee, grantee or successor in title to the entire property described in paragraph 1B hereof and all improvements thereon.

H. "Owner" means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a unit within the condominium; provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner by reason of such interest.

I. "Utility services", used in the Condominium Act and construed with reference to the condominium, and as used in this Declaration and the by-laws, shall include, but not be limited to, electric power, gas, hot and cold water; heating, refrigeration, air-conditioning, and garbage and sewage disposal.

3. DEVELOPMENT PLANS. The condominium is described and established as follows:

A. A survey and plot plan of the land showing the improvements as Exhibit C, which is made a part hereof.

B. The improvements upon the land were constructed by the Developer substantially in accordance with the plans and specifications therefor prepared by Marshall Novak, P.A. The condominium includes a building consisting of a ground-lobby floor, and eleven (11) additional floors, making a total of twelve (12) floors. The building contains a total of ninety-five (95) units. One (1) of these ninety-five (95) units shall be owned by the association and used as a managers residence. The condominium also includes storage space for each unit, gardens and landscaping, a swimming pool, automobile parking located substantially as shown in the plans and specifications. Use of parking areas will be permitted according to regulations of the Association. Each unit is designated and shown on the attached Exhibit D (made a part hereof) and is identified by number so that no unit bears the same designation as does any other unit.

C. This Declaration may be amended by filing such additional plans as may be required to describe adequately the completion of improvements. Such completion may be shown by a certificate of an architect, engineer, or surveyor certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or certificate, when signed and acknowledged by the Developer, shall in itself constitute an amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

D. Easements are reserved through the condominium property as may be required for utility services and other mutual requirements of owners and law. An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time, shall pass with the unit as appurtenances thereto.

4. UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:

A. The lower vertical boundary of any such unit is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unfinished concrete subfloor thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any such unit is a horizontal plane (or planes), the elevation of which coincides with the lower surface of the unfinished concrete ceiling thereof extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such unit are vertical planes which coincide with the unexposed surfaces of the perimeter walls of the unit, to include the perimeter dry-wall, fireplaces, plenums, windows and doors thereof, extended to intersect the upper and lower vertical boundaries thereof and to intersect the other lateral or perimetrical boundaries of the unit. Mechanical equipment and appurtenances located within any unit and/or designed or designated

to serve only that unit, such as furnaces, appliances, range hoods, outlets, electrical receptacles and outlets, fixtures and the like, shall be considered a part of the unit.

B. The Developer reserves the right to change the interior design and arrangement of all, or any, units and to alter boundaries between units, so long as the Developer owns the units so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Developer alone, notwithstanding the procedures for amendment described in paragraph 20 of this Declaration. However, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in paragraph 20 of this Declaration. If more than one unit is altered the Developer shall appropriately reapportion the shares in the common elements which are allocated to the altered units.

5. SHARES OF COMMON ELEMENTS AND EXPENSES. Each unit owner shall own one ninety-fourth (1/94) undivided interest or share in the common elements and in any surplus possessed by the Association, and be liable for one ninety-fourth (1/94) of the common expenses, for each unit owned.

6. MAINTENANCE AND ALTERATION OF UNITS:

A. The Association shall maintain, repair and replace:

(i) all portions of a unit, except for interior surfaces, contributing to the support of the unit or apartment building, which portions shall include, but not be limited to, the outside walls of the building, hall doors and all fixtures on the exterior thereof; boundary walls of units; floor and ceiling slabs; and load-bearing walls; and

(ii) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

(iii) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(iv) inaccessible areas of the building owned by owners of which maintenance, repair or replacement by the owners would be dangerous or difficult or unreasonably expensive. In such instances, the expense will be borne by that owner and included in the common assessments.

B. The responsibility of the unit owner shall be:

(i) to maintain, repair, and replace in a reasonable manner at his expense all portions of his unit, except the portions to be maintained, repaired and replaced by the Association;

(ii) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building;

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

C. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alterations in the portions of a unit or the apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval, in writing, of owners of all units in which such work is to be done and the approval of the board of directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association and approved prior to the start of the work.

7. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS.

A. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

B. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property, constituting the common elements, without prior approval, in writing, by the owners of not less than seventy-five percent (75%) of the common elements, except as provided by the by-laws; but any such alteration or improvement shall not materially interfere with the rights of any unit owner. The cost of such work shall not be assessed against a bank, life insurance company, federal savings and loan association or other mortgage lender, which acquires its interest or title as the result of owning a mortgage upon a unit, unless such an owner shall approve the alteration or improvement; and this shall be so, whether the interest or title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the proportions which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved, whether or not the unit owner contributes to the cost thereof.

8. ASSESSMENTS.

A. Assessments against unit owners for common expenses shall be made pursuant to the by-laws and shall be allocated as set forth in paragraph 5 of this Declaration. However, if services are furnished to unit owners beyond the maintenance and operation of the condominium property, such as operation of a restaurant or bar, no assessment on account of such services shall be made against a bank, life insurance company, federal savings and loan association or other mortgage lender, which acquires its title as a result of owning a

first mortgage upon a unit, unless the occupant of the unit owned by such an institution voluntarily accepts such services. This shall be so whether the interest or title is acquired by deed from the mortgagor or through foreclosure proceedings. The shares of any cost or loss not so assessed shall be assessed to the other unit owners in the proportions which their shares in the common elements bear to each other.

B. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest; but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of nine percent (9%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

C. The lien for unpaid assessments provided by Florida law (Florida Statute 711.20) shall apply and also secure reasonable attorneys' fees and costs incurred by the Association, incident to the collection of such assessment or enforcement of such lien, whether or not a legal proceeding is required.

D. In any foreclosure of a lien for assessments, the owner of the unit, subject to the lien, shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect such rental.

9. ASSOCIATION. The operation of the condominium shall be by Riviera 615 Condominium, Inc., herein called the "Association", a non-profit corporation, under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

A. The members of the Association shall be the unit owners.

B. The Association is incorporated under Articles of Incorporation in the form attached as Exhibit A.

C. The by-laws of the Association and of the Condominium are in the form attached as Exhibit B.

D. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any unit, or any other person, or resulting from electricity or water which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as hereinafter in this Declaration provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any

unit, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

E. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance to the member's unit.

F. 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 vote of such owner if in an Association meeting; unless the joinder of record owners is specifically required by this Declaration.

10. INSURANCE.

A. Insurance policies upon the condominium property, covering the items described in subparagraph B of this paragraph, shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates or memorandums of mortgage endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee, which shall hold them subject to the provisions of paragraph 11.

B. Insurance shall cover the following:

(i) All buildings and improvements including all individual units upon the land and all common personal property in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards, together with coverage for common expenses with respect to units during any period of repair or reconstruction, covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief. This insurance does not cover personal property of the unit owner and it will be the responsibility of each unit owner to make proper arrangements to insure their personal property.

(ii) Public liability in such amounts and with such coverages as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner. This insurance does not apply to a unit owner for accidents, acts or neglect occurring within his individual unit. It does, however, extend to the Association, common areas and unit owners other than the owner of the unit in which such accident, act or neglect may occur. It will be the responsibility of each unit owner to make proper arrangements for liability insurance to cover losses or damages for injuries occurring from or within his unit's boundaries to pay any person, entity or property.

(iii) workmen's compensation as required by law;

(iv) such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

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

D. Neither the basic insurance coverage carried by the Association or unit owners can, without written approval or authority to the contrary, be brought into contribution with the insurance of the other or other insurance, absent legal responsibility to the contrary.

E. Casualty or other insurance obtained by the Association may not be cancelled or substantially modified, including cancellation for non-payment of premium, without at least thirty (30) days prior written notice to any and all insureds, including any and all mortgagees of the condominium building or individual units. Advance notice of cancellation shall be posted at a conspicuous place on the ground floor of the building.

F. All policies shall contain waivers of subrogation by the insurer as to any and all claims against the Association, its board of directors and unit owners and a waiver of any defenses based upon co-insurance and the insurance shall not be prejudiced by (a) any act or neglect of any occupants or unit owners of the buildings when such act or neglect is not within the absolute control of the Association (or all unit owners collectively), or (b) by failure of the Association (or all unit owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Association (or all unit owners collectively) have no control.

G. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, unless the Association agrees in writing, to the contrary.

11. RESPONSIBILITIES OF INSURANCE TRUSTEE.

A. All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to the Insurance Trustee selected by the Board of Directors of the Association according to the terms hereof. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

B. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the unit owners and their mortgagees as follows:

(i) An undivided share of such proceeds on account of damage to common elements shall be allocated to the unit owners, according to their shares of the common elements set forth in paragraph 5.

(ii) Proceeds on account of units shall be held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(iii) In the event a mortgage endorsement has been issued to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear.

C. Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(i) All expenses of the Insurance Trustee shall first be paid.

(ii) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in paragraph 13. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(iii) If it is determined as provided in paragraph 13 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees, being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(iv) In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired.

12. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

A. If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under paragraph 21 that the condominium shall be terminated.

B. If the damaged property is the condominium building, and if units to which fifty percent (50%) or more of the common elements are appurtenant are found by the board of directors of the Association to be tenable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined under paragraph 21 that the condominium shall be terminated.

C. If the damaged property is the condominium building, and if the units to which more than fifty percent (50%) of the common elements are appurtenant are found by the board of directors to be not tenable, the damaged property shall not be reconstructed or repaired and the condominium will be terminated under paragraph 21, unless within sixty (60) days after the casualty the owners of at least seventy-five percent (75%) of the common elements agree, in writing, to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

D. Any reconstruction or repair must be substantially

in accordance with the plans and specifications for the original building prepared by Marshall Novak, P.A., or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

13. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

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

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

C. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

D. If the amount of the estimated costs of reconstruction and repairs for which the Association is responsible is more than five thousand dollars (\$5,000.00), the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

E. The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

(1) The portion of insurance proceeds representing damage, reconstruction, and repair of which is the responsibility of the unit owner, shall be paid by the Insurance Trustee to the unit owner (or if there is a mortgage endorsement, then to the unit owner and the mortgagee jointly), who may use such proceeds as they may be advised.

(11) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the board of directors of the Association and upon

approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Association stating such information.

14. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

A. Each of the units shall be occupied only by a family, its servants, and guests, as a residence and for no other purpose. Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected thereby.

B. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

C. No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.

D. Until the Developer has completed and sold all of the units, neither the unit owners nor the Association, nor the use of the condominium property, shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, the showing of the property and the display of signs.

E. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its articles of incorporation and by-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

F. No action for partition or separation of any portion of any unit of the condominium shall lie or vest in any owner.

15. APPROVAL OF TRANSFER OR LEASE.

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A. No unit owner, except the Developer, may effectively dispose of a unit or any interest therein by sale or lease, except to another unit owner in the condominium, without approval of the Association. If any unit owner shall acquire his title by gift, devise, or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

B. A unit owner intending to make a bona fide sale or lease of his unit, or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice, at the unit owner's option, may include a demand by him that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. A unit owner who has obtained his title by gift, devise, or inheritance, shall give to the Association notice of the acquiring of his title, together with such personal information as the Association may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. The Developer is exempt from the provisions of this paragraph, 15.

C. Within thirty (30) days after receipt of the notice described in subparagraph B of this paragraph, the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form, and shall be delivered to the purchaser, lessee, or new owner and shall be recorded in the public records of the county, except that a lease need not be recorded.

16. DISAPPROVAL OF TRANSFER OR LEASES.

A. If the Association disapproves a proposed sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the unit owner an offer to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit. At the option of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of the appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within thirty

(30) days after the delivery or mailing of such offer to purchase, or within ten (10) days after the determination of the sale price, if such is by arbitration, whichever is the later.

B. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing; and the lease shall not be made.

C. If the Association disapproves the acquisition of title by gift, devise, or inheritance, the provisions of subparagraph A of this paragraph will apply, except that the purchase price shall be at fair market value determined by arbitration.

D. If the Association shall fail to provide a purchaser as required in subparagraphs A and C of this paragraph, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in paragraph 1.

E. The Developer is exempt from the provisions of this paragraph, 16.

17. MORTGAGE AND ACQUISITION BY MORTGAGEES.

A. No unit owner may mortgage his unit, or any interest therein, without the approval of the Association, except to a bank, life insurance company, federal savings and loan association, or any other mortgage lender. The approval of any other mortgagee shall be subject to conditions determined by the Association.

B. The provisions of paragraph 15 and 16 shall not apply to a transfer to or purchase by the Developer or any mortgage lender, which acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so, whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease by the Developer or any mortgage lender which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

18. NOTICE OF LIEN OR SUIT.

A. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attaching of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.

B. Notice shall be given to the Association of every suit or other proceeding which may affect the title to his unit within five (5) days after the unit owner receives knowledge thereof.

19. COMPLIANCE AND DEFAULT.

A. Each unit owner shall be governed by and shall comply with the terms of this Declaration, by the articles of incorporation, by-laws, and regulations adopted pursuant thereto, and

by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the relief described in subparagraph B of this paragraph in addition to the remedies provided by the Condominium Act.

B. A unit owner shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

C. The failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the articles of incorporation, the by-laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

D. Any reasonable attorneys' fees or costs incurred by the Association in the successful enforcement or defense of this Declaration, any condominium instruments, rules, regulations, the Association's rights, or legal actions of any nature between the Association and a unit owner, his agent or family primarily residing in his unit, shall be borne by such owner, if the Association is successful in such action.

20. AMENDMENTS. This Declaration may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings where such amendments are considered may express their approval in writing, providing such approval is delivered to the secretary at, or prior to, the meeting. Except as elsewhere provided, such approvals must be either by:

(i) not less than seventy-five percent (75%) of the entire membership of the board of directors followed and ratified by at least seventy-five percent (75%) of the votes of the entire membership of the Association; or

(ii) not less than eighty percent (80%) of the votes of the entire membership of the Association; or

(iii) until the first election of directors, and transfer of control of the condominium to the Association, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

C. The foregoing procedure for amendments shall only be applicable to amendments which would not materially affect the rights of an owner of a unit or the value of the unit without first obtaining the written consent of any such owner or owners so affected, or at the discretion of the Association, one hundred percent (100%) of all unit owners.

D. No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless all unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment.

E. A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Escambia County, Florida.

F. An amendment shall be evidenced by a certificate executed with the formalities of a deed and shall include the recording data identifying the Declaration. No amendment shall change the condominium parcel, unless all record owners thereof, and mortgagees or lienors affected thereby, join in the execution of the amendment.

21. TERMINATION. The condominium may be terminated in the following manner, in addition but subject to the manner provided by the Condominium Act:

A. In the event it is determined under paragraph 12C that the building shall not be reconstructed because of major damage, the condominium plan of ownership will thereby be terminated without agreement.

B. The condominium may be terminated at any time by the approval, in writing, of all of the owners of the condominium and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners of liens upon the same seventy-five percent (75%) of the common elements, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners during the period ending on the sixtieth (60th) day from the date of such meeting.

C. The option described in subparagraph B of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an offer to purchase signed by the record owners of units who will participate in the purchase. Such offer shall indicate which units will be purchased by each participating owner and shall offer to purchase all of the units owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

C. The foregoing procedure for amendments shall only be applicable to amendments which would not materially affect the rights of an owner of a unit or the value of the unit without first obtaining the written consent of any such owner or owners so affected, or at the discretion of the Association, one hundred percent (100%) of all unit owners.

D. No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless all unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment.

E. A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Escambia County, Florida.

F. An amendment shall be evidenced by a certificate executed with the formalities of a deed and shall include the recording data identifying the Declaration. No amendment shall change the condominium parcel, unless all record owners thereof, and mortgagees or lienors affected thereby, join in the execution of the amendment.

21. TERMINATION. The condominium may be terminated in the following manner, in addition but subject to the manner provided by the Condominium Act:

A. In the event it is determined under paragraph 12C that the building shall not be reconstructed because of major damage, the condominium plan of ownership will thereby be terminated without agreement.

B. The condominium may be terminated at any time by the approval, in writing, of all of the owners of the condominium and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners of liens upon the same seventy-five percent (75%) of the common elements, are obtained not later than thirty (30) days from the date of such meeting; then the approving owners shall have an option to buy all of the units of the other owners during the period ending on the sixtieth (60th) day from the date of such meeting.

C. The option described in subparagraph B of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an offer to purchase signed by the record owners of units who will participate in the purchase. Such offer shall indicate which units will be purchased by each participating owner and shall offer to purchase all of the units owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Raymond Dyson and Barney Dyson known to me to be the individuals described by said names and who executed the foregoing instrument, and known to me to be the president and secretary of DYSON AND COMPANY, and Raymond Dyson and G. W. Dyson, known to me to be the individuals described by said names and who executed the foregoing instrument, and known to me to be the president and secretary of DYSON CONSTRUCTION COMPANY, both Florida corporations, and acknowledged and declared that they, as president and secretary of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

GIVEN under my hand and official seal this 23^d day of April 1941.



[Signature]
Notary Public
My Commission Expires Dec. 16, 1946

JOINDER OF MORTGAGE

The Barnett Bank of Pensacola, a Florida banking corporation, mortgagee, the owner and holder of a mortgage upon real property in Escambia County, Florida including the real property described in paragraph 1.8 of the within and foregoing Declaration of Condominium of Riviera 615 Condominium, which mortgage is dated the 25th day of January, 1941, and is recorded in Official Record Book 668, at page 92, of the Public Records of Escambia County, Florida, joins in the making of said Declaration of Condominium, and mortgagee agrees that the lien of its mortgage shall be upon the following described property in Escambia County, Florida:

All ninety-five (95) of the apartments or units, including the manager's residence, of Riviera 615 Condominium, a condominium, according to the Declaration of Condominium.

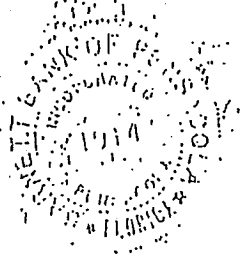
TOGETHER WITH all of the appurtenances to said apartments or units, including but not limited to all of the undivided shares in the common elements.

THE BARNETT BANK OF PENSACOLA
THE BARNETT BANK OF PENSACOLA

ATTEST:

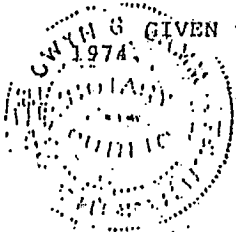
[Signature]
President

[Signature]
Clerk



STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared G. C. Martins, Jr. and R. W. Coursoy, known to me to be the individuals described by said names who executed the foregoing instrument, and to be the President and Cashier of The Barnett Bank of Pensacola, a banking corporation, and acknowledged and declared that they as President of Cashier of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.



GIVEN under my hand and seal this 2nd day of May

[Signature]
Notary Public
My Commission Expires: 6-10-74