

The Royale Riviera Association
A Condominium

935 EAST CAUSEWAY BOULEVARD
VERO BEACH, FLORIDA 32960

July 1, 1972

To All Owners:

*Attached are the recent revisions to your Royale Riviera
Declaration of Condominium. These should be placed with
your original booklet and prior two revisions.*

Anna M. Dodson, Secretary

78410

THE ROYALE RIVIERA

A Condominium

935 East Causeway Boulevard
Vero Beach, Florida 32960

CONDOMINIUM DOCUMENTS

This volume contains the documents creating THE ROYALE RIVIERA, a luxury residential condominium located at 935 East Causeway Boulevard, Vero Beach, Florida 32960, between State Road A-1-A and the Atlantic Ocean. This condominium consists of one six-story high-rise apartment building containing a total of fifty-four (54) unit apartments, i.e., forty-two (42) two-bedroom unit apartments and twelve (12) one-bedroom unit apartments, together with patio, swimming pool, and roof garden which contains a game room, association meeting room, miniature golf course and shuffleboard courts.

THE ROYALE RIVIERA is being developed by J. D. HEDIN, 1200 Perry Street N. E., Washington, D. C. 20017, Owner and Developer.

DATED August 21st, 1969.

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RALPH HARRIS
CLEAN CIRCUIT COURT
M. J.
BY _____
SHERMAN RIVER CO. FLA.

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DECLARATION OF CONDOMINIUM

OF

THE ROYALE RIVIERA

A Condominium

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i.

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DECLARATION OF CONDOMINIUM

OF

THE ROYALE RIVIERA

A Condominium

935 East Causeway Boulevard
Vero Beach, Florida 32960

THIS DECLARATION made this _____ day of July, 1969, by J. D. HEDIN, herein called Developer, for himself, his grantees, heirs and assigns.

WHEREIN the Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1963, as amended by Laws of Florida 1965, c. 65-387, herein called the Condominium Act.

(A) Name and address. The name by which this condominium is to be identified is THE ROYALE RIVIERA, a condominium, and its address is 935 East Causeway Boulevard, Vero Beach, Florida 32960.

(B) The land. The lands owned by Developer which are hereby submitted to the condominium form of ownership are the following described lands lying and being in Indian River County Florida:

Lots 5, 6 and 7, of Block 4, PELICAN COVE NO. 2, a Subdivision, according to the plat thereof filed in the Office of the Clerk of the Circuit Court of Indian River County, Florida, in Plat Book 3, at page 79.

Said lands are herein called "the land".

2. Definitions. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

(A) Apartment means unit as defined by the Condominium Act and as shown on Exhibit No. A-3 hereto.

(B) Apartment owner means unit owner as defined by the Condominium Act.

(C) Association means THE ROYALE RIVIERA ASSOCIATION and its successors.

(D) Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

(E) Common expenses include:

(1) Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of unit apartments and covered parking facilities to be maintained by the Association, and of the utilities outside the unit apartments, covered parking facilities, the patio, pool, the roof garden, including association meeting room, game room, miniature golf course and shuffleboard courts.

(2) Expenses declared by common expenses by provisions of this Declaration or by the By-Laws.

(3) Any valid charge against the condominium as a whole.

(F) Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, and the singular the plural, and the use of any gender shall be deemed to include all genders.

(G) Utility services, as used in the Condominium Act and construed with reference to this Condominium, and as used

in the Declaration and By-Laws, shall include but not be limited to electric power, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewer disposal.

3. Development plan. The condominium is described and established as follows:

(A) Survey and plot plan. A survey of the land showing the apartment building placed thereon is attached hereto as Exhibit No. A, and a plot plan showing further improvements is attached hereto as Exhibit No. A-1.

(B) Easements. Easements are reserved through the condominium property as may be required for utility services, in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the building containing the apartment, or as the building is constructed, unless approved in writing by the apartment owner.

(C) Improvements. The improvements upon the land include and will be limited to the following:

(1) Apartment building. The condominium includes one (1) high-rise building which is shown upon said plot plan survey. Said building has been constructed by Developer substantially in accordance with specifications therefor prepared by Lowell E. Nelson, Architect, A.I.A., 8410 Ramsey Avenue, Silver Springs, Maryland 20910, and identified as his Commission No. 4681.

(2) Other improvements. The condominium includes covered parking facilities, a patio, a pool, a miniature golf course, shuffleboard courts and landscaping located substantially as shown upon said plot plan survey, and which are part of the common elements. Such improvements have been or will be constructed by Developer substantially in accordance with the plans therefor prepared by Lowell E. Nelson, Architect, A.I.A., 8410 Ramsey Avenue, Silver Springs, Maryland 20910, and identified as his Commission No. 4681.

(D) Apartments - General Provisions. The following provisions shall apply to each apartment:

(1) Boundaries. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper boundary -

1. Apartments next to the roof - the plane of the roof slab which serves as a ceiling.

2. Other apartments - the plane of the under surfaces of the floor slab of the floor above.

(b) Lower boundary -

The plane of the under surfaces of the floor slab.

(2) Vertical boundaries. The vertical boundaries of the apartment shall be:

(a) Exterior building walls - the exterior of the outside walls of the apartment bounding an apartment, and where there is attached to the building a balcony, or other portion of the building serving only the apartment being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.

(b) Covered parking facilities: Covered parking facilities numbered 1 through 27, inclusive, shall be sold to unit apartment owners in this condominium only, but shall not be a part of nor pass with the unit apartment owned by such owner as an appurtenance thereto. Said covered parking facility may be sold by the owner thereof as a separate unit or in connection with the sale and transfer of a unit apartment in this condominium. However, the sale and transfer of said covered parking facility, or any one of them, can be made only to another owner of a unit apartment in this condominium.

(E) Common Elements. The common elements shall include the land and all other parts of the condominium not within the apartments.

(F) Amendment of plans and completion of improvements.

(1) Alteration of unit apartment and covered parking facility plans. The Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns said unit apartment and said covered parking facility so altered. No such change shall increase the number of unit apartments and covered parking facilities nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, unit apartment and covered parking facility owners, and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

(2) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of unit apartments or covered parking facility plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, unit apartment and covered parking facility owners, or lienors or mortgagees of unit apartments and covered parking facilities, or of the condominium, whether or not elsewhere required for an amendment.

4. Condominium Building.

(A) The condominium building consists of six (6) floors, and a rooftop garden, all of which are more particularly described upon the following exhibits which are attached hereto and which are correct representations of the matters therein contained:

- A Survey
- A-1 Plot Plan
- A-2 Ground Floor Plan and Covered Parking Facilities

- A-3 Typical Building Unit Apartment Layout
(For each of the six (6) floors.)
- A-4 Rooftop Garden, Meeting and Game Rooms,
Miniature Golf Course and Shuffleboard Court.
- A-5 Large Scale Plan of the Unit Apartments
- A-6 Elevations, Front and Right Side
- A-7 Elevations, Rear and Left Side
- A-8 Certificate of Architect

(B) Apartments. Unit apartments in the condominium building are identified and briefly described as follows:

<u>Identification</u>	<u>Brief Description</u>
Apartment No. 101	A two-bedroom unit apartment located on the West end of the first floor.
Apartment No. 102	A two-bedroom unit apartment located on the West end of the first floor.
Apartment No. 103	A two-bedroom unit apartment located on the West end of the first floor.
Apartment No. 104	A two-bedroom unit apartment located on the West end of the first floor.
Apartment No. 105	A one-bedroom unit apartment located in the center of the condominium building on the first floor.
Apartment No. 106	A one-bedroom unit apartment located in the center of the condominium building on the first floor.

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- Apartment No. 107
A two-bedroom unit apartment located on the East end of the first floor.
- Apartment No. 108
A two-bedroom unit apartment located on the East end of the first floor.
- Apartment No. 109
A two-bedroom unit apartment located on the East end of the first floor.
- Apartment No. 201
A two-bedroom unit apartment located on the West end of the second floor.
- Apartment No. 202
A two-bedroom unit apartment located on the West end of the second floor.
- Apartment No. 203
A two-bedroom unit apartment located on the West end of the second floor.
- Apartment No. 204
A two-bedroom unit apartment located on the West end of the second floor.
- Apartment No. 205
A one-bedroom unit apartment located in the center of the condominium building on the second floor.
- Apartment No. 206
A one-bedroom unit apartment located in the center of the condominium building on the second floor.
- Apartment No. 207
A two-bedroom unit apartment located on the East end of the second floor.

- Apartment No. 208 A two-bedroom unit apartment located on the East end of the second floor.
- Apartment No. 209 A two-bedroom unit apartment located on the East end of the second floor.
- Apartment No. 301 A two-bedroom unit apartment located on the West end of the third floor.
- Apartment No. 302 A two-bedroom unit apartment located on the West end of the third floor.
- Apartment No. 303 A two-bedroom unit apartment located on the West end of the third floor.
- Apartment No. 304 A two-bedroom unit apartment located on the West end of the third floor.
- Apartment No. 305 A one-bedroom unit apartment located in the center of the condominium building on the third floor.
- Apartment No. 306 A one-bedroom unit apartment located in the center of the condominium building on the third floor.
- Apartment No. 307 A two-bedroom unit apartment located on the East end of the third floor.
- Apartment No. 308 A two-bedroom unit apartment located on the East end of the third floor.
- Apartment No. 309 A two-bedroom unit apartment located on the East end of the third floor.

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Apartment No. 401	A two-bedroom unit apartment located on the West end of the fourth floor.
Apartment No. 402	A two-bedroom unit apartment located on the West end of the fourth floor.
Apartment No. 403	A two-bedroom unit apartment located on the West end of the fourth floor.
Apartment No. 404	A two-bedroom unit apartment located on the West end of the fourth floor.
Apartment No. 405	A one-bedroom unit apartment located in the center of the condominium building on the fourth floor.
Apartment No. 406	A one-bedroom unit apartment located in the center of the condominium building on the fourth floor.
Apartment No. 407	A two-bedroom unit apartment located on the East end of the fourth floor.
Apartment No. 408	A two-bedroom unit apartment located on the East end of the fourth floor.
Apartment No. 409	A two-bedroom unit apartment located on the East end of the fourth floor.
Apartment No. 501	A two-bedroom unit apartment located on the West end of the fifth floor.
Apartment No. 502	A two-bedroom unit apartment located on the West end of the fifth floor.
Apartment No. 503	A two-bedroom unit apartment located on the West end of the fifth floor.

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Apartment No. 504	A two-bedroom unit apartment located on the West end of the fifth floor.
Apartment No. 505	A one-bedroom unit apartment located in the center of the condominium building on the fifth floor.
Apartment No. 506	A one-bedroom unit apartment located in the center of the condominium building on the fifth floor.
Apartment No. 507	A two-bedroom unit apartment located on the East end of the fifth floor.
Apartment No. 508	A two-bedroom unit apartment located on the East end of the fifth floor.
Apartment No. 509	A two-bedroom unit apartment located on the East end of the fifth floor.
Apartment No. 601	A two bedroom unit apartment located on the West end of the sixth floor.
Apartment No. 602	A two-bedroom unit apartment located on the West end of the sixth floor.
Apartment No. 603	A two-bedroom unit apartment located on the West end of the sixth floor.
Apartment No. 604	A two-bedroom unit apartment located on the West end of the sixth floor.
Apartment No. 605	A one-bedroom unit apartment located in the center of the condominium building on the sixth floor.
Apartment No. 606	A one-bedroom unit apartment located in the center of the condominium building on the sixth floor.
Apartment No. 607	A two-bedroom unit apartment located on the East end of the sixth floor.
Apartment No. 608	A two-bedroom unit apartment located on the East end of the sixth floor.
Apartment No. 609	A two-bedroom unit apartment located on the East end of the sixth floor.

The locations and boundaries of said unit apartments, covered parking facilities and common elements are more particularly described upon the survey, plot plan and building plans of the condominium building which are attached hereto as Exhibits A-1, A-2, A-3, A-4, A-5, A-6 and A-7.

(C) Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which is appurtenant to each unit apartment and covered parking facility is as follows:

An undivided .0165 share to Apartment No. 101
An undivided .0161 share to Apartment No. 102
An undivided .0161 share to Apartment No. 103
An undivided .0161 share to Apartment No. 104
An undivided .0133 share to Apartment No. 105
An undivided .0133 share to Apartment No. 106
An undivided .0161 share to Apartment No. 107
An undivided .0161 share to Apartment No. 108
An undivided .0165 share to Apartment No. 109
An undivided .0173 share to Apartment No. 201
An undivided .0169 share to Apartment No. 202
An undivided .0169 share to Apartment No. 203
An undivided .0169 share to Apartment No. 204
An undivided .0139 share to Apartment No. 205
An undivided .0139 share to Apartment No. 206
An undivided .0169 share to Apartment No. 207
An undivided .0169 share to Apartment No. 208
An undivided .0173 share to Apartment No. 209
An undivided .0181 share to Apartment No. 301
An undivided .0177 share to Apartment No. 302
An undivided .0177 share to Apartment No. 303
An undivided .0177 share to Apartment No. 304
An undivided .0147 share to Apartment No. 305
An undivided .0147 share to Apartment No. 306
An undivided .0177 share to Apartment No. 307
An undivided .0177 share to Apartment No. 308
An undivided .0181 share to Apartment No. 309
An undivided .0191 share to Apartment No. 401
An undivided .0187 share to Apartment No. 402

An undivided .0187 share to Apartment No. 403
 An undivided .0187 share to Apartment No. 404
 An undivided .0159 share to Apartment No. 405
 An undivided .0159 share to Apartment No. 406
 An undivided .0187 share to Apartment No. 407
 An undivided .0187 share to Apartment No. 408
 An undivided .0191 share to Apartment No. 409
 An undivided .0202 share to Apartment No. 501
 An undivided .0198 share to Apartment No. 502
 An undivided .0198 share to Apartment No. 503
 An undivided .0198 share to Apartment No. 504
 An undivided .0168 share to Apartment No. 505
 An undivided .0168 share to Apartment No. 506
 An undivided .0198 share to Apartment No. 507
 An undivided .0198 share to Apartment No. 508
 An undivided .0202 share to Apartment No. 509
 An undivided .0212 share to Apartment No. 601
 An undivided .0208 share to Apartment No. 602
 An undivided .0208 share to Apartment No. 603
 An undivided .0208 share to Apartment No. 604
 An undivided .0178 share to Apartment No. 605
 An undivided .0178 share to Apartment No. 606
 An undivided .0208 share to Apartment No. 607
 An undivided .0208 share to Apartment No. 608
 An undivided .0212 share to Apartment No. 609.

Total .9596

Covered parking facilities numbers 1 through 27, inclusive,

s/b
661496
(27 UNITS)

.01496 each

.0404

001683
(BASED ON 24 UNITS)

Total 1.000

(D) Association. The membership of each unit apartment and covered parking facility owner in the Association and the interest of each unit apartment owner and covered parking facility owner in the funds and assets held by the Association.

(E) Liability for common expenses. Each unit apart-

ment and/or covered parking facility owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements which is appurtenant to his unit apartment and/or covered parking facility.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

(A) Apartments.

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

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

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

(c) All incidental damage caused to a unit apartment and covered parking facility by such work shall be promptly repaired at the expense of the Association.

(2) By the unit apartment and covered parking facility owner. The responsibility of the unit apartment and covered parking facility owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his unit apartment and covered parking facility except the portions to be maintained, repaired and

replaced by the Association. Such shall be done without disturbing the rights of other unit apartment and covered parking facility owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building or covered parking facilities.

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

(3) Alteration and improvement. Except as elsewhere reserved to Developer, neither a unit apartment and covered parking facility owner nor the Association shall make any alterations in the portions of a unit apartment or covered parking facility or the condominium building which are to be maintained by the Association, or to remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the condominium building, or impair any easement, without first obtaining approval in writing of owners of all other unit apartments and covered parking facilities in the condominium building and the approval of the Board of Directors of the Association. A copy of the plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

(B) Common elements.

(1) By the Association. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

(2) Alteration and improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of common elements without prior approval in writing by the record owners of all of the unit apartments and covered parking facility owners; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than twenty-

eight (28) unit apartment and covered parking facility owners, and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. The share of any cost not so assessed shall be assessed to the owners of other unit apartments and covered parking facilities in the shares which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit apartment and covered parking facility owner in the common elements which are altered or further improved, whether or not the unit apartment and covered parking facility owner contributes to the cost thereof.

6. Assessments. The making and collection of assessments against unit apartment and covered parking facility owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

(A) Share of common expense. Each unit apartment and covered parking facility owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements which is appurtenant to the unit apartments and covered parking facilities owned by him. Such shares are as follows:

<u>Owner of Unit Apartment</u>	<u>His share of Common Expense</u>
Apartment No. 101	.0165
Apartment No. 102	.0161
Apartment No. 103	.0161
Apartment No. 104	.0161
Apartment No. 105	.0133
Apartment No. 106	.0133
Apartment No. 107	.0161
Apartment No. 108	.0161
Apartment No. 109	.0165
Apartment No. 201	.0173
Apartment No. 202	.0169
Apartment No. 203	.0169
Apartment No. 204	.0169
Apartment No. 205	.0139

502 =

Apartment No. 206	.0139
Apartment No. 207	.0169
Apartment No. 208	.0169
Apartment No. 209	.0173
Apartment No. 301	.0181
Apartment No. 302	.0177
Apartment No. 303	.0177
Apartment No. 304	.0177
Apartment No. 305	.0147
Apartment No. 306	.0147
Apartment No. 307	.0177
Apartment No. 308	.0177
Apartment No. 309	.0181
Apartment No. 401	.0191
Apartment No. 402	.0187
Apartment No. 403	.0187
Apartment No. 404	.0187
Apartment No. 405	.0159
Apartment No. 406	.0159
Apartment No. 407	.0187
Apartment No. 408	.0187
Apartment No. 409	.0191
Apartment No. 501	.0202
Apartment No. 502	.0198
Apartment No. 503	.0198
Apartment No. 504	.0198
Apartment No. 505	.0168
Apartment No. 506	.0168
Apartment No. 507	.0198
Apartment No. 508	.0198
Apartment No. 509	.0202
Apartment No. 601	.0212
Apartment No. 602	.0208
Apartment No. 603	.0208
Apartment No. 604	.0208
Apartment No. 605	.0178
Apartment No. 606	.0178
Apartment No. 607	.0208
Apartment No. 608	.0208
Apartment No. 609	.0212

Total	.9596
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Covered Parking Facilities Nos.
1 through 27, inclusive .01496 each .0404

Total 1.000

(B) Interest; Application of payments. 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 ten percent (10%) 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) Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees and necessary court costs incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(D) Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of a unit apartment and covered parking facility subject to the lien shall be required to pay a reasonable rental for the unit apartment and covered parking facility, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by an unincorporated association pursuant to Section 711.12, Florida Statutes, 1963, as amended by Laws of Florida, 1965, c. 65-387, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(A) Name. The name of the Association shall be THE ROYALE RIVIERA ASSOCIATION.

(B) Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by this Declaration and the By-Laws, and all the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and the By-Laws and as they may be amended from time to time. The Association shall have the power to purchase unit apartments and covered parking facilities

in the Condominium and to acquire and hold, lease, mortgage and convey the same. Provided, however, that the power of the Association to purchase a unit apartment and/or covered parking facility of the Condominium, if purchased at a sale or sales in foreclosure of liens for assessments for common expenses, shall be limited by the requirement that the Association at said sale or sales in foreclosure of said liens shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

(C) Members.

(1) Qualification. The members of the Association shall consist of all of the record owners of unit apartments and covered parking facilities.

(2) Change of membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing a record title to a unit apartment or a unit apartment and covered parking facility or facilities in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(3) Voting rights. The members of the Association shall be entitled to cast one vote for each unit apartment owned by them, and shall have no additional votes on account of ownership of one or more covered parking facilities.

(4) Designation of voting representative. If a unit apartment is owned by one person his right to vote shall be established by the record title to his unit apartment. If a unit apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit apartment shall be designated by a certificate signed by all of the record owners of the unit apartment and filed with the Secretary of the Association. If a unit apartment is owned by a corporation, the person entitled to cast the vote for the unit apartment shall be designated by a certificate of appointment signed by the President or

Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit apartment concerned. A certificate designating the person entitled to cast the vote of a unit apartment may be revoked by any owner thereof.

(5) Approval or disapproval of matters. Whenever the decision of a unit apartment 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.

(6) Restraint upon assignment of shares in assets. 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 his unit apartment or apartments.

(D) Board of Directors. The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the By-Laws, but not less than three (3) directors and in the absence of such determination shall consist of five (5) Directors. Directors shall be designated in the manner provided in the By-Laws and need not be members of the Association.

(E) Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights

of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

(F) Limitation upon liability of Association. 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, or by the elements or other owners or persons.

(G) The By-Laws of the Association shall be in the form attached hereto as Exhibit C.

(H) Agent to receive service of process. The following person, who is a resident of the State of Florida, is designated as agent to receive service of process upon the Association:

Name: Karl D. Hedin

Address: 2839 Tropical Avenue
Vero Beach, Florida 32960

(I) Property in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium and the By-Laws.

8. Insurance. The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit apartment and covered parking facility owners shall be governed by the following provisions:

(A) Authority to purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit apartment and covered parking facility owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit apartment and covered parking facility owners.

Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit apartment and covered parking facility owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(B) Coverage.

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

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

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

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

(3) Workmens Compensation policy to meet the requirements of Florida law.

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

(D) Insurance trustee; share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit apartment and covered parking facility owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Florida National Bank.

Vero Beach, Florida, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which Trustee herein is referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit apartment and covered parking facility owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(1) Common elements. Proceeds on account of damage to common elements - an undivided share for each unit apartment and covered parking facility owner, such being the same as the undivided share in the common elements appurtenant to his unit apartment and covered parking facility, if any.

(2) Apartments. Proceeds on account of damage to unit apartments and covered parking facilities shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged unit apartments and covered parking facilities in proportion to the cost of repairing the damage suffered by each unit apartment and covered parking facility owner, which cost shall be determined by the Association.

(b) When the building is not to be restored - an undivided share for each unit apartment and covered parking facility owner, such share being the same as the undivided share in the common elements appurtenant to his unit apartment and covered parking facility, if any.

(3) Mortgagees. In the event a mortgage endorsement has been issued as to a unit apartment and covered parking facility, the share of the unit apartment and covered parking facility owner shall be held in trust for the mortgagee and the unit apartment and covered parking facility owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination

as to whether or not any damaged property shall be reconstructed or repaired; and provided further that so long as FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, holds or owns a mortgage on any part or all of the condominium property, insurance proceeds shall be payable to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of INDIAN RIVER COUNTY, as its interests may appear.

(E) Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

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

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit apartment and covered parking facility owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit apartment and covered parking facility and may be enforced by any mortgagee.

(3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall be distributed to the beneficial owners, remittances to unit apartment and covered parking facility owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee to a unit apartment and covered parking facility and may be enforced by such mortgagee.

(4) Certificate. In making distribution to unit apartment and covered parking facility owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit apartment and covered parking facility owners and their respective shares of the distribution.

(F) Association as Agent. The Association is hereby irrevocably appointed agent for each unit apartment and covered parking facility owner and for each owner of a mortgage or other lien upon a unit apartment and covered parking facility and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by

the Association and to execute and deliver releases upon the payment of claims.

9. Reconstruction or repair after casualty.

(A) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(2) Apartment building.

(a) Partial destruction. If any unit apartment or covered parking facility in the condominium is found by the Board of Directors of the Association to be untenable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(b) Total destruction. If the damaged improvement is the apartment building, and if none of the unit apartments and covered parking facilities in the condominium are found by the Board of Directors of the Association to be tenantable or usable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

(B) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; 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 apartment building, by the owners of all damaged unit apartments and covered parking facilities therein which approvals shall not be reasonably withheld.

(C) Responsibility. If the damage is only to those parts of unit apartments and covered parking facilities for which the responsibility of maintenance and repair is that of the unit apartment or covered parking facility owner, then the unit apartment or covered parking facility owner shall be responsible for reconstruction or repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(D) Estimate of costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates, of the cost to rebuild or repair.

(E) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit apartment and covered parking facility owners who own the damaged unit apartment and/or covered parking facility, and against all unit apartment and/or covered parking facility owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit apartment and/or covered parking facility owners for damage to unit apartments and/or covered parking facilities shall be in proportion to the cost of reconstruction and repair of their respective unit apartment and/or covered parking facility. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

(F) Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit apartment and/or covered parking facility owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments 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 the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit apartment and/or covered parking facility owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

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

(b) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair

of major damage.

(c) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit apartment and covered parking facility owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained

by the Association.

10. Use restrictions. The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists and the condominium building exists upon the land:

(A) Apartments. Each of the unit apartments, with or without a covered parking facility, shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no unit apartment or covered parking facility 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 unit apartments and/or covered parking facilities to be effected thereby.

(B) Common elements. The common elements shall be used only for the purposes which they are intended in the furnishing of services and facilities for the enjoyment of the unit apartment owners.

(C) Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice 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 apartment and/or covered parking facility owner shall permit any use of his unit apartment and/or covered parking facility nor make any use of the common elements which will increase the rate of insurance upon the condominium property.

(D) Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction 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.

OFFICIAL RECORD

(E) Leasing. After approval by the Association elsewhere required, entire unit apartments and/or covered parking facilities may be rented provided the occupancy is only by the lessee and his family, his or its servants and guests. No rooms may be rented and no covered parking facilities may be rented except as a part of a unit apartment or to another apartment owner, and no transient tenants may be accommodated.

(F) Regulations. Reasonable regulations concerning the use of the condominium property may be made, and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments there-
See Book 325 Pg 344 dated 8/14/61 July 6
to shall be approved by not less than twenty-eight (28) votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amend-ments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit apartment and covered parking facility owners and residents of the condominium upon request.

(G) Proviso. Provided, however, that until Developer has completed and sold all of the unit apartments and covered parking facilities of the condominium, neither the unit apart-ment and covered parking facility 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 unit apartments and covered parking facilities. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Maintenance of community interests. In order to main-tain a community of congenial residents and thus protect the value of the unit apartments and covered parking facilities, the transfer of unit apartments and covered parking facilities by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the condominium buildings in useful condition exist upon the land, which provi-sions each owner covenants to observe:

(A) Transfers subject to approval.

(1) Sale. No unit apartment and covered parking facility owner may dispose of a unit apartment and/or covered parking facility nor any interest therein by sale without approval of the Association except to another unit apartment and covered parking facility owner.

(2) Lease. No unit apartment and covered parking facility owner may dispose of a unit apartment or covered parking facility or any interest therein by lease without approval of the Association except to another unit apartment owner.

(3) Gift. If any unit apartment and covered parking facility owner shall acquire his title by gift, the continuance of his ownership of his unit apartment and covered parking facility shall be subject to the approval of the Association.

(4) Devise or inheritance. If any unit apartment and covered parking facility owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit apartment and covered parking facility shall be subject to the approval of the Association.

(5) Other transfers. If any unit apartment and covered parking facility owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit apartment and covered parking facility shall be subject to the approval of the Association.

(B) Approval by Association. The approval of the Association which is required for the transfer or ownership of unit apartments and covered parking facilities shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale. A unit apartment and covered parking facility owner intending to make a bona fide sale of his unit apartment or covered parking facility or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit

apartment and covered parking facility owner's option may include a demand by the unit apartment and covered parking facility owner 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.

(b) Lease. A unit apartment and covered parking facility owner intending to make a bona fide lease of his unit apartment and covered parking facility or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(c) Gift; devise or inheritance; other transfers. A unit apartment and covered parking facility owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit apartment and covered parking facility owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(d) Failure to give notice. 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 apartment and covered parking facility, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and

Secretary of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Indian River County, Florida.

(b) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the lessee.

(c) Gift; devise or inheritance; other transfers. If the unit apartment and covered parking facility owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit apartment and covered parking facility owner's ownership of his unit apartment and covered parking facility. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the unit apartment and covered parking facility owner and shall be recorded in the public records of Indian River County, Florida.

(d) Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit apartment and covered parking facility for such use, if the unit apartment and covered parking facility owner or purchaser of a unit apartment and covered parking facility is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit apartment and covered parking facility be also approved by the Association.

(C) Disapproval by Association. If the Association shall disapprove a transfer or ownership of a unit apartment or covered parking facility, the matter shall be disposed of in the following manner:

(1) Sale. If the proposed transaction is a sale and if the notice of sale given by the unit apartment and covered

parking facility 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 apartment and covered parking facility owner an agreement to purchase and to whom the unit apartment and covered parking facility owner must sell the unit apartment and covered parking facility upon the following terms:

(a) At the option of the purchaser to be stated in the agreement, 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 their appraisals of the unit apartment and covered parking facility; 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.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(d) If the Association shall fail to provide a purchaser upon the demand of the unit apartment and covered parking facility owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease. If the proposed transaction is a lease, the unit apartment and covered parking facility owner shall be advised of the disapproval in writing, and the lease shall not be made.

(3) Gifts; devise or inheritance; other transfers.

If the unit apartment and covered parking facility owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit apartment and covered parking facility owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit apartment and covered parking facility owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit apartment and covered parking facility owner must sell the unit apartment and covered parking facility upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be 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 their appraisals of the unit apartment and covered parking facility; 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.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within ten (10) days following the determination of the sale price.

(d) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

(D) Mortgage. No unit apartment or covered parking facility owner may mortgage his unit apartment or covered parking facility nor any interest therein without the approval of

the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

(E) Exceptions. None of the foregoing provisions of this section entitled "Maintenance of community interests" shall apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the unit apartment or covered parking facility concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit apartment and covered parking facility 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.

(F) Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association except as set forth in paragraph 11 (E) hereinabove.

(G) Notice of lien or suit.

(1) Notice of lien. A unit apartment and covered parking facility owner shall give notice to the Association of every lien upon his unit apartment or covered parking facility other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien provided that failure by owner to give such notice shall not affect the liability or enforceability of the lien.

(2) Notice of suit. A unit apartment and covered parking facility owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit apartment or covered parking facility, such notice to be given within five (5) days after the unit apartment

and covered parking facility owner receives knowledge thereof.

(3) Failure to comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12. Compliance and default. Each unit apartment and covered parking facility owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Regulations adopted pursuant thereto and said documents and Regulations as they may be amended from time to time. Failure of unit apartment and covered parking facility owners to comply therewith shall entitle the Association or other unit apartment and covered parking facility owner to the following relief in addition to the remedies provided by the Condominium Act:

(A) Negligence. A unit apartment and covered parking facility owner shall be liable for the expense 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 apartment or covered parking facility or its appurtenances, or of the common elements.

(B) Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a unit apartment and covered parking facility owner to comply with the terms of the Declaration, By-Laws and Regulations adopted pursuant thereto, and said documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. No such costs or attorney's fees shall be recoverable against the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA.

(C) So long as the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, is the owner or holder of a mortgage encumbering a unit apartment or covered parking facility in THE ROYALE RIVIERA, a Condominium, the Association shall furnish said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, with at least one (1) copy of

The Annual Financial Statement And Report of the Association audited and prepared by Certified Public Accountants satisfactory to said mortgagee and setting forth such details as said mortgagee may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement to be furnished within sixty (60) days following the end of each fiscal year.

(D) No waiver of rights. The failure of the Association or of any unit apartment and covered parking facility owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. This Declaration of Condominium and the By-Laws of THE ROYALE RIVIERA ASSOCIATION except for any alteration in the percentage of ownership in the common property appurtenant to each unit apartment and covered parking facility, or alteration of the basis for apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, in which instances consent of all the owners of all unit apartments and covered parking facilities and their respective mortgagees shall be required and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Declarors, J. D. HEDIN and EMMA J. HEDIN, his wife, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, pursuant to the provisions of that certain mortgage recorded in O. R. Book 297, page 378, of the public records of Indian River County, Florida, which said rights and privileges granted and reserved unto the said J. D. HEDIN and EMMA J. HEDIN, his wife, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, shall only be altered, amended or modified with the respective written consent of said Declarors or FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, as the case may be, may be amended in the following manner:

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

(B) Resolution. 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 at the meetings considering the amendment may express their approval or disapproval in writing. Except as elsewhere provided, such approvals or disapprovals must be either by:

(1) not less than three (3) Directors and by not less than twenty-eight (28) votes of the members of the Association; or

(2) until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of unit apartments or covered parking facilities nor alter the boundaries of the common elements.

(C) Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of unit apartments and covered parking facilities in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Indian River County, Florida.

(D) Proviso. Provided, however, that no amendment shall discriminate against any unit apartment and covered parking facility owner or class or group of unit apartment owners unless the unit apartment and covered parking facility owners so affected shall consent; and no amendment shall change any unit apartment or covered parking facility nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon unit apartments and covered parking facilities in the condominium shall join in the execution of the amendment.

(E) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the

amendment was duly adopted, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Indian River County, Florida.

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

(A) Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

(B) Agreement. 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 mortgages upon unit apartments and covered parking facilities therein owned by a bank, life insurance company or a federal savings and loan association. 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 all mortgages upon unit apartments and covered parking facilities in the condominium owned by a bank, life insurance company or a federal savings and loan association, 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 unit apartments and covered parking facilities of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of unit apartments and covered parking facilities to be purchased of an agreement to purchase signed by the record owners of unit apartments and covered parking facilities who will participate in the purchase. Such agreement shall indicate which unit apartments and covered parking facilities will be purchased by each participating owner and shall

agree to purchase all of the unit apartments and covered parking facilities owned by owners not approving the termination but the agreement shall effect a separate contract between each seller and his purchaser. The FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, is and shall be exempt from application of forced sale at a fair market value hereunder.

(2) Price. The sale price for each unit apartment and covered parking facility shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be 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 their appraisals of the unit apartment and covered parking facility; 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.

(3) Payment. The purchase price shall be paid in cash.

(4) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

(C) Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Indian River County, Florida.

(D) Shares of owners after termination. After termination of the condominium, the unit apartment and covered parking facility owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit apartment and covered parking facility owners. Such undivided shares of the unit apartment and covered parking facility owners shall be the same as the undivided shares in the common elements appurtenant to the owners' unit apartments and covered parking facilities prior to the termination.

(E) Amendment. This section concerning termination cannot be amended without consent of all unit apartment and covered parking facility owners and of all owners of mortgages required to approve termination by agreement.

15. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer, J. D. HEDIN, joined by his wife, EMMA J. HEDIN, has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

Betty Juarez
Raymond L. Ford

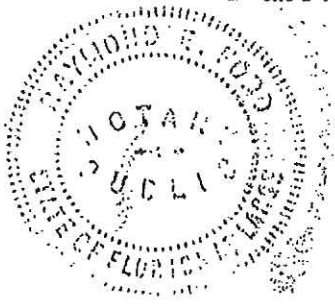
J. D. HEDIN (SEAL)
J. D. HEDIN, Developer

EMMA J. HEDIN (SEAL)
EMMA J. HEDIN, his wife.

STATE OF FLORIDA,)
 :
COUNTY OF ST. LUCIE.)

I HEREBY CERTIFY that on this 14th day of August, A.D. 1969, before me personally appeared J. D. HEDIN, joined by his wife, EMMA J. HEDIN, to me well known and known to me to be the persons described in and the persons who executed the foregoing Declaration of Condominium and they acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Pierce, in said County and State, the day and year first above written.



Raymond E. Ford
Notary Public, State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 26, 1972
Bonded By American Fito & Casualty Co.

THE ROYALE RIVIERA - Declaration

JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, a corporation organized and existing under the Laws of the United States, herein called the Mortgagee, the owner and holder of a mortgage upon the following described real property situated and located in Indian River County, Florida:

Lots 5, 6 and 7, of Block 4, PELICAN COVE NO. 2, a Subdivision, according to the plat thereof recorded in Plat Book 3, at page 79, of the public records of Indian River County, Florida, and THE ROYALE RIVIERA, a Condominium, located and situated thereon,

which mortgage is dated October 11, 1968, and is recorded in O.R. Book 297, at page 378, of the public records of Indian River County, Florida, joins in the making of the foregoing Declaration of Condominium, and the mortgagee agrees that the lien of its mortgage shall be upon the following described property in Indian River County, Florida:

Apartments Nos. 101 through 109, inclusive; 201 through 209, inclusive; 301 through 309, inclusive; 401 through 409, inclusive; 501 through 509, inclusive; and 601 through 609, inclusive; all of THE ROYALE RIVIERA, a Condominium, according to the foregoing Declaration of Condominium; and Covered Parking Facilities Nos. 1 through 27, inclusive, of THE ROYALE RIVIERA, a Condominium, according to the foregoing Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the unit apartments and covered parking facilities (automobile), including but not limited to all of the undivided shares in the common elements.

Signed, sealed and delivered in the presence of:

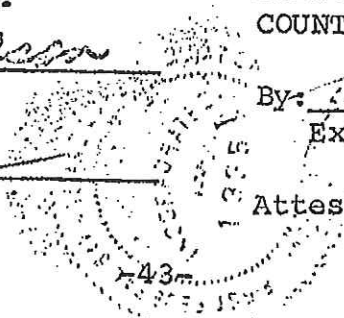
Joy Stevenson
[Signature]

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER, COUNTY, FLORIDA,

BY: [Signature]
Executive Vice-President

Attest: Mary C. Everett
Assistant Secretary

(SEAL)



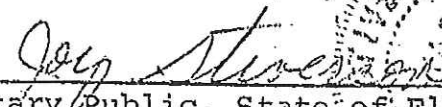
OFFICIAL RECORD

BOOK 325 PAGE 315

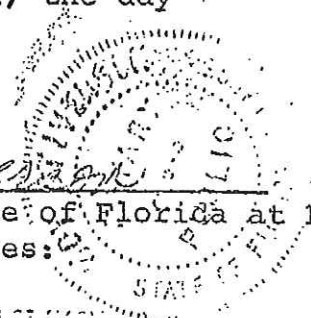
STATE OF FLORIDA)
 :
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY, that on this 21st day of August, A.D. 1969, before me personally appeared BEN E. THOMPSON, JR., and MARY C. EVERETT, Executive Vice-President and Assistant Secretary, respectively of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIAN RIVER COUNTY, FLORIDA, a corporation, to me known to be the persons described in and who executed the foregoing Joinder Of Mortgagee and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Vero Beach, in the County of Indian River, and State of Florida, the day and year last aforesaid.



Notary Public, State of Florida at Large
My commission expires: 0



NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 0
1969

Exhibit No. A-8 to Declaration of Condominium for
THE ROYALE RIVIERA

Certificate of Architect made this 23 day of September, 1968.

I, LOWELL E. NELSON, 8410 Ramsey Avenue, Silver Spring, Maryland 20910, certify as follows:

1. I am an architect duly authorized to practice in the State of Florida, having Certificate of Registration (Reg.) No. 4681, State of Florida.

2. This certificate is made as to THE ROYALE RIVIERA, a condominium located at 935 East Causeway Boulevard, Vero Beach, Florida, 32960, and in compliance with Section 711.08 (1) (e), Florida Statutes, F. S. A., 1963, as amended by the Laws of Florida, 1965, C. 65-387.

3. The following listed Exhibits to the Declaration of Condominium:

<u>Exhibit No.</u>	<u>Title</u>
A	Survey
A-1	Plot Plan
A-2	Ground Floor Plan and Covered Parking Facilities
A-3	Typical Building Unit Apartment Layout (For each of the six (6) floors.)
A-4	Rooftop Garden, Meeting and Game Rooms, Golf Course and Shuffleboard Court.
A-5	Large Scale Plan of the Unit Apartments.
A-6	Elevations, Front And Right Side
A-7	Elevations, Rear And Left Side

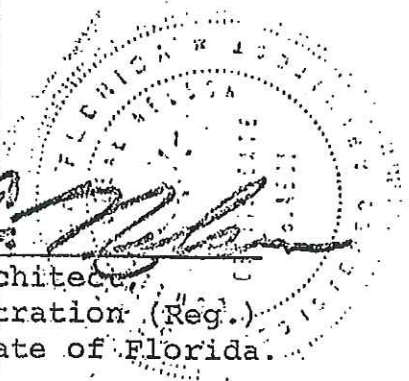
together with the wording of the Declaration of Condominium constitute a correct representation of the condominium building, common elements, improvements described and grounds as they

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now exist and that there can be determined therefrom the identification, location, dimensions and size of all of the unit apartments, covered parking facilities, and common elements.



LOWELL E. NELSON, Architect
Certificate of Registration (Reg.)
No. 4681, State of Florida.



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EXHIBIT No. A-3

ARTICLES OF INCORPORATION
OF
THE ROYALE RIVIERA ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves together for the purposes of forming a corporation not for profit under Chapter 617 and Chapter 711, Florida Statutes, F.S.A.

ARTICLE I

The name of the corporation shall be THE ROYALE RIVIERA ASSOCIATION, INC. For convenience the corporation shall be referred to in these Articles as the Association.

LOTS 5, 6 AND 7, OF BLOCK 4, PALMCREST COVE NO. 2, a Subdivision, according to the plat thereof recorded in Plat Book 3, at page 79, in the Office of the Clerk of the Circuit Court of Indian River County, Florida, at 935 East Causeway Boulevard, Vero Beach, Florida, 32960.

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

ARTICLE III

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

1. The Association shall have all the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.
2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by

these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate and maintain the condominium pursuant to the Declaration and as it may be amended from time to time, directly or by and through its Board of Directors, including but not limited to the following:

(a) To make and collect assessments against members as apartment owners and owners of covered parking facilities to defray the costs, expenses and losses of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

(e) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make and amend, by and through its Board of Directors, reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the Board of Directors of the Association before such shall become effective.

(g) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

(j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(k) To employ personnel to perform the services required for proper operation of the condominium.

The Association shall not have the power to purchase an apartment of the Condominium except at sales in foreclosure of liens for assessments, for common expenses, except as provided in the Declaration of Condominium, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without the unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

The powers of the Association shall be subject to and shall be exercised in accordance with the Declaration of Condominium and the By-Laws, as amended from time to time pursuant to provisions of the Declaration of Condominium.

ARTICLE IV

The members of the Association shall consist of all of the record owners of apartments and covered parking facilities in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors, heirs, and assigns.

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing a record title to an apartment and covered parking facility in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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 his apartment and covered parking facilities, if any.

The owner or owners of each apartment shall be entitled to cast one vote as a member of the Association for each apartment owned by them, and shall have no additional votes on account of ownership of one or more covered parking facilities.

ARTICLE V

The affairs of the Association shall be managed by a board consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors need not be members of the Association.

Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

The first election of Directors shall not be held until after the Developer has closed the sales of all of the apartments and covered parking facilities of the condominium, or until the Developer elects to terminate his control of the condominium, or until after December 31, 1970, whichever occurs first. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining 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 qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
J. D. Hedin	1200 Perry Street, N.E. Washington, D. C. 20017
Karl D. Hedin	2835 Tropical Avenue Vero Beach, Florida 32960

Emma J. Hedin

1200 Perry Street, N.E.
Washington, D. C. 20017

Norma J. Hedin

2835 Tropical Avenue
Vero Beach, Florida 32960

ARTICLE VI

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Board of Directors at any regular or special meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. The Officers shall be elected by the Board of Directors 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 names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

J. D. Hedin
1200 Perry Street, N.E.,
Washington, D. C. 20017

Vice-President

And Assistant Secretary:

Emma J. Hedin
1200 Perry Street, N.E.,
Washington, D. C. 20017

Secretary-Treasurer:

Karl D. Hedin
2835 Tropical Avenue,
Vero Beach, Florida 32960

ARTICLE VII

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and

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

ARTICLE VIII

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 by the By-Laws.

ARTICLE IX

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

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

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by members of the Association. Directors and members not present in person or by proxy at the considering of the amendment may express their approval in writing, providing such approval is delivered to the Secretary or Assistant Secretary at or prior to the meeting. Except as otherwise provided,

(a) Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

Provided, however, that no amendment shall make any change or changes in the qualifications for membership, nor the voting rights of members, nor any change in the power of the Association to purchase an apartment or covered parking facility of the condominium as set forth in Article III hereinabove, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

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

ARTICLE X

The term of the Association shall be perpetual.

ARTICLE XI

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

<u>NAME</u>	<u>ADDRESS</u>
J. D. Hedin	1200 Perry Street, N.E. Washington, D. C. 20017
Emma J. Hedin	1200 Perry Street, N.E. Washington, D. C. 20017
Karl D. Hedin	2835 Tropical Avenue Vero Beach, Florida 32960
Norma J. Hedin	2835 Tropical Avenue Vero Beach, Florida 32960

IN WITNESS WHEREOF the subscribers have affixed hereto their signatures this 14th day of August, 1969.

/s/ J. D. Hedin

J. D. Hedin

/s/ Emma J. Hedin

Emma J. Hedin

/s/ Karl D. Hedin

Karl D. Hedin

/s/ Norma J. Hedin

Norma J. Hedin

STATE OF FLORIDA)

COUNTY OF INDIAN RIVER)

Before me, the undersigned authority, personally appeared J. D. Hedin, Emma J. Hedin, his wife, Karl D. Hedin and Norma J. Hedin, his wife, who, after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such articles, this 14th day of August, 1969.

(Notary Seal)

/s/ Raymond E. Ford

Notary Public, State of Florida
at Large.

My commission expires: _____
Sept. 26, 1972

FIRST AMENDMENT
OF
DECLARATION OF CONDOMINIUM
OF
THE ROYALE RIVIERA
A Condominium

Table of Contents

	<u>Page</u>
1. Amendment No. 1 (Date - Page 1)	1
2. Amendment No. 2 (Figure - Page 12)	1
3. Amendment No. 3 (Figure - Page 17)	1
4. Amendment No. 4 (Paragraph 7)	1
5. Amendment No. 5 (Paragraph 3(C)(2))	2
6. Amendment No. 6 (Paragraph 3(E))	3
7. Amendment No. 7 (Declaration Prepared By)	3

Exhibits

- A. Letter to Mr. Donald Adams,
Director, Department of Zoning
and Building, Vero Beach,
Florida, dated December 8, 1969,
from LOWELL E. NELSON, Architect.
- A-1. Plot Plan (Revision of Exhibit A-1
to Declaration Of Condominium of
THE ROYALE RIVIERA).
- A-2. Certificate of Architect.

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FIRST AMENDMENT OF DECLARATION
OF CONDOMINIUM OF THE
ROYALE RIVIERA

A Condominium

935 East Causeway Boulevard
Vero Beach, Florida 32960

THIS FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM OF THE ROYALE RIVIERA, made this 29th day of December, 1969, by J. D. HEDIN, herein called Developer, for himself, his grantees, heirs and assigns.

WHEREIN the Developer makes the following amendments of the DECLARATION OF CONDOMINIUM OF THE ROYALE RIVIERA, leaving all other portions and parts of said Declaration of Condominium unaltered, unchanged and in full force and effect:

1. Insert and enter in the blank space in the first line on page 1 thereof the following figures and letters "31st", indicating that said Declaration was made on the 31st day of July, 1969.
2. Delete and strike the figure ".01496" in line 28 on page 12 thereof and insert and enter in lieu thereof the figure ".001496".
3. Delete and strike the figure ".01496" in line 2 on page 17 thereof and insert and enter in lieu thereof the figure ".001496".
4. Delete and strike all of the words and figures of paragraph 7 thereof and insert and enter in lieu thereof the following words and figures, to-wit:

"7. Association. The operation of the condominium shall be by THE ROYALE RIVIERA ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

OFFICIAL RECORD

(A) Articles of Incorporation. A copy of the Articles of Incorporation of the Association is included in the Declaration Of Condominium as Exhibit No. B.

(B) By-Laws. The By-Laws of THE ROYALE RIVIERA ASSOCIATION, INC., shall be the By-Laws of the condominium, a copy of which is included in the Declaration of Condominium as Exhibit No. C.

(C) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners 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, or caused by the elements or other owners or persons.

(D) Restraint Upon Assignment Of Shares In Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated nor transferred in any manner except as an appurtenance to his or her apartment and covered parking facility.

(E) Approval Or Disapproval Of Matters. Whenever the decision of an apartment and covered parking facility 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 the Declaration Of Condominium."

5. Delete and strike all of the words and figures of paragraph 3 (C)(2) thereof and insert and enter in lieu thereof the following words and figures, to-wit:

"(2) Other improvements. The condominium includes a patio, a pool, a miniature golf putting green, shuffleboard courts, storage cubicles 5'x10', paving which includes parking spaces not covered, and landscaping located substantially as shown upon said plot plan survey, and which are part of the common elements. The exclusive use of one (1) storage cubicle, 5'x10', is hereby, and shall continue to be, assigned by the Developer or the Association to the owner or owners of each unit apartment in the condominium. Such improvements have been or will be constructed

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by Developer substantially in accordance with the plans therefor prepared by Lowell E. Nelson, Architect, A.I.A., 815 Thayer Avenue, Silver Spring, Maryland, 20910, and identified by his Commission No. 4681, State of Florida."

6. Delete and strike all of the words and figures of paragraph 3(E) thereof and insert and enter in lieu thereof the following words and figures, to-wit:

"(E) Common Elements. The common elements shall include the land and all other parts of the Condominium not within the apartments and not within the covered parking facilities."

7. Insert and enter on page 44 of the Declaration of Condominium the following words and figures, to-wit:

This instrument was prepared by
RAYMOND E. FORD
Attorney at law
P. O. Box 3307
Fort Pierce, Florida 33450

IN WITNESS WHEREOF, the Developer, J. D. HEDIN, joined by his wife, EMMA J. HEDIN, has executed this First Amendment of Declaration Of Condominium of THE ROYALE RIVIERA the day and year first above written.

Signed, sealed and delivered
in the presence of:

Betty Justice
Raymond E. Ford

J. D. Hedini (SEAL)
J. D. HEDIN, Developer.
Emma J. Hedini (SEAL)
EMMA J. HEDIN, his wife.

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Exhibit C to Declaration of Condominium for THE ROYALE RIVIERA

BY-LAWS

of

THE ROYALE RIVIERA ASSOCIATION, INC.

A Condominium

1. Identity.

These are the By-Laws of THE ROYALE RIVIERA ASSOCIATION, INC., an association organized pursuant to Chapter 711, Florida Statutes, 1963, as amended by Laws of Florida, 1965, c. 65-387, herein called the Condominium Act, for the purpose of administering THE ROYALE RIVIERA, a condominium located upon the following described lands in Indian River County, Florida:

Lots 5, 6, and 7 of Block 4, PELICAN COVE NO. 2, a Subdivision, according to the plat thereof recorded in Plat Book 3, at page 79, in the Office of the Clerk of the Circuit Court of Indian River County, Florida.

(A) The office of the Association shall be at THE ROYALE RIVIERA, 935 East Causeway Boulevard, Vero Beach, Florida 32960.

(B) The fiscal year of the Association shall be the calendar year.

2. Meeting of members.

(A) The annual meeting of members shall be held at the office of the Association at 8:00 o'clock P.M. Eastern

Standard Time, on the first Wednesday in March of each calendar year for the purpose of electing Directors and of transacting all other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by a unanimous agreement of the members in writing which provides for the naming of Directors not otherwise designated.

(B) Special Meetings of members. Special meetings of members shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members entitled to cast one-third (1/3) of the total votes of the entire membership.

(C) Notice of special meetings of members stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived in writing before or after meetings.

(D) A quorum at meetings of members shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

(E) Proxies. Votes may be cast in person or by written proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated

therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

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

(G) The order of business at annual meetings of members and, as far as practical, at all other meetings of members shall be:

- (1) Election of chairman of the meeting.
- (2) Calling of the roll and certifying of written proxies.
- (3) Proof of notice of meeting or written waiver of notice.
- (4) Reading and disposal of any unapproved minutes.
- (5) Reports of Officers.
- (6) Reports of Committees.
- (7) Election of Inspectors of election.
- (8) Election of Directors.
- (9) Unfinished business.
- (10) New business.
- (11) Adjournment.

(H) Proviso. Provided, however, that until the Developer of the Condominium has completed and sold all of the unit apartments and covered parking facilities of the condominium, or until December 31, 1970, whichever shall first occur, the proceedings of all meetings of the members of the Association

shall have no effect unless approved by the Board of Directors.

3. Board of Directors.

(A) Membership. The affairs of the Association shall be managed by a Board of five (5) Directors. After Developer has completed and sold all of the unit apartments and covered parking facilities of the condominium, or after December 31, 1970, whichever shall occur first, each Director shall be a person entitled to cast a vote in the Association.

(B) Designation of Directors shall be in the following manner:

(1) Three (3) Directors, who may function as a quorum, may be designated by a written instrument signed by the majority of the owners of the unit apartments in the Condominium building and filed with the Secretary of the Association before the election at the annual meeting of members. Directors so designated shall be deemed elected whether or not a quorum is present at the annual meeting. Two (2) additional Directors shall be elected at the annual meeting of the members.

(2) The Directors shall be elected by ballot and by a plurality of the votes cast at the annual meeting of the Association. Each person shall be entitled to vote for as many nominees as there are vacancies to be filled.

(3) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(4) Any Director may be removed by concurrence of two-thirds (2/3) of the members of the Association at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(5) Provided, however, that until the Developer of the Condominium has completed and sold all of the unit apart-

ments and covered parking facilities in the Condominium, or until December 31, 1970, whichever shall first occur, all Directors shall be designated by Developer and need not be owners of unit apartments or covered parking facilities in the Condominium.

(C) The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

(D) The organization meeting of the newly-elected Board of 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 no further notice of the organization shall be necessary.

(E) 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 regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

(F) Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the members of the Board of Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

(G) Waiver of notice. Any Director may waive notice of a meeting, in writing, before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(H) A quorum at meetings of the Board of Directors shall consist of a majority of the entire Board of Directors but in no case less than three (3) members. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws.

(I) Adjourned meetings. If at any meeting of the Board of Directors there be 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 may be transacted without further notice.

(J) Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(K) The presiding officer of meetings of the Board of Directors shall be the Chairman of the Board if such officer has been elected; and, if none, then the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit apartment owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

(A) To make and collect assessments against members to defray the costs and expenses of the Condominium.

(B) To use the proceeds of assessments in the exercise of its powers and duties.

(C) The maintenance, repair, replacement and operation of the Condominium property.

(D) The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members.

(E) The reconstruction of improvements after casualty and the further improvement of the property.

(F) To make and amend reasonable Regulations respecting the use of the property in the Condominium in the manner provided by the Declaration of Condominium.

(G) To approve or disapprove of the transfer, mortgage and ownership of unit apartments in the manner provided by the Declaration of Condominium.

(H) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws and the Regulations for the use of the property in the Condominium.

(I) To contract for management of the Condominium and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

(J) To employ personnel to perform the services required for proper operation of the Condominium.

(K) All other powers and duties authorized by the Condominium Act, the Declaration of Condominium and these By-Laws.

5. Officers.

(A) The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Board of Directors at any regular or special meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(B) The President shall be the chief executive officer of the Association. He 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 among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

(D) The Secretary shall keep the minutes of all meetings and proceedings of the Board of Directors and of the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He 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 and 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.

(E) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of treasurer.

(F) The compensation of all Officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.

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

** for Bobbi et al.*

(A) Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(1) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(B) Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

(2) Reserve for deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

(3) Reserve for replacement, the amount for which shall not exceed 115% of the budget for this account for the prior year.

Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by unit apartment owners entitled to cast a total of twenty-eight (28) votes in the Association; and further provided, however, that until the Developer of the Condominium has completed and sold all of the unit apartments and covered parking facilities of the Condominium, or until December 31, 1970, whichever shall

first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves. The foregoing limitations shall not apply to the increased assessments required for the maintenance and operation of the buildings, if any, which increased assessments shall be determined by the Board of Directors of the Association. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

Regular

(C) Assessments. Assessments against unit apartment and covered parking facility owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal payments on the first day of January, the first day of April, the first day of July and the first day of October of the year for which the assessments are made. If the 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 upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitation shall be subject to the approval of the membership of the Association heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after April 1; and if made prior to April 1, one-fourth (1/4) of the increase shall be due upon the date of the assessment and balance of the assessment upon the next due dates of the quarterly payments. The first assessment shall be determined by the Board of Directors of the Association.

(D) Acceleration of assessment installments upon default. If a unit apartment and covered parking facility owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the

unit apartment and covered parking facility owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit apartment and covered parking facility owner, or not less than twenty (20) days after the mailing of such notice to him by registered mail or certified mail, whichever shall first occur.

(E) Assessments for emergencies. Assessments for common expenses or emergencies which cannot be paid from annual assessments for common expenses shall be made only after notice of the need therefor to the unit apartment and covered parking facility owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the unit apartment and covered parking facility owners, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the Association may require.

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

~~(G) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.~~ ^{AMENDED - 1989}

(H) Fidelity bonds shall be required by the Board of Directors from all persons handling or being responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

7. Parliamentary rules. Robert's Rules of Order (latest edition) shall govern the conduct of all Association meetings

when not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

8. Amendment. The By-Laws may be amended in the manner set forth in the Declaration of Condominium.

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