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CERTIFICATE

THIS IS TO CERTIFY that the attached writing is a true copy of a Resolution amending the Declaration of Condominium of CALEDON SHORES, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 620, Page 186, of the Public Records of Indian River County, Florida, which Resolution was duly adopted by an affirmative vote of more than two-thirds of the total membership of Caledon Shores Condominium Association, Inc., at a meeting duly held on April 25, 1988, in accordance with the By-laws and the Declaration of Condominium, and that the adoption of the Resolution appears upon the minutes of the above mentioned meeting is unrevoked.

EXECUTED at Vero Beach, Florida, this 4th day of JUNE, 1988.

CALEDON SHORES CONDOMINIUM
ASSOCIATION, INC.

WITNESSES:

Robert J. Thompson

By: Donald E. McHenry
Pres.

David M. Thompson
as to Corporate Officers

Attest: Erin H. Thompson



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Donald E. McHenry and Robert J. Thompson, known to me to be the President and the Secretary, respectively, of the corporation named in the foregoing certificate, and they acknowledged executing the same freely and voluntarily and under the authority duly vested in them by said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 4 day of June, 1988.



Donald E. McHenry
Notary Public, State of Florida
Florida at Large.

My Commission expires

Notary Public, State of Florida at Large
My Commission Expires Oct. 7, 1989

O.R. 809 PG 1057

001050

"RESOLVED, that the owners accept the terms and conditions of the Florida Department of Natural Resources as set forth in its Agreement (last and final draft 4/13/88) regulating the construction of a Geo-textile revetment to be located on the property of Caledon Shores Condominium."

The proposed Agreement was executed by Caledon Shores Condominium Association, Inc. on April 26, 1988 and referred immediately to DNR with appropriate financial assurance.

At the insistence of the Department of Natural Resources and in view of the approval thereof by more than (2/3) two-thirds of the membership of Caledon Shores Condominium Association, Inc., the entire text of the Agreement is hereby incorporated into the Declaration of Condominium as Article XXXI as follows:

XXXI.

GEOTEXTILE REVETMENT - DEPARTMENT OF NATURAL RESOURCES

The following Agreement between Caledon Shores Condominium Association, Inc. and the Florida Department of Natural Resources shall not be amended without the prior written approval of the Florida Department of Natural Resources. (Agreement attached in its entirety on the pages following)

Agreement

This Agreement, made on the 3rd day of August, 1988, by and between Caledon Shores Condominium Association, Inc., a Florida Corporation not for profit, hereinafter referred to as Caledon; and Florida Department of Natural Resources, hereinafter referred to as Department, acting on behalf of the general public of the State of Florida,

WHEREAS, Caledon is the fee simple owner of the real property more particularly described in the attached Exhibit A, and

WHEREAS, the property is situated partially seaward of the Indian River County Coastal Construction Control Line at approximately twenty (20) feet to four hundred and fifteen (415) feet south of Department of Natural Resources' reference monument R-76, at an address known as 4600 North A-1-A, Vero Beach, Florida, and

WHEREAS, Caledon is required to provide public access as a condition to constructing the geotextile container revetment under Permit IR-228, pursuant to Final Order entered April 24, 1987, Special Condition No. 6, attached as Exhibit B and issued by the Department, an agency of the State of Florida, having the statutory authority and duty to regulate construction and excavation activities seaward of the established coastal construction control lines, pursuant to the provisions of Chapter 161, Florida Statutes, and Chapter 16B-33, Florida Administrative Code, and

WHEREAS, Caledon is required to place a maximum of 400 cubic yards of compatible beach sand fill immediately seaward of the geotextile container revetment on a yearly basis as a further condition to constructing the geotextile container revetment under Special Permit Condition No. 1 of Exhibit B, and

WHEREAS, Caledon has agreed to those conditions in a manner fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties herein, Caledon agrees to grant to the

general public and this Agreement does constitute, the right and license of the public to enter the corridor described in Exhibit C for the express purpose of using same for public access, and Caledon further agrees to provide for the annual placement of sand seaward of the revetment, all on terms and conditions hereinafter set forth:

1. Duration of License

The license to enter the access corridor is perpetual and shall remain in full force and effect upon recordation of this Agreement and shall be enforceable by the parties hereto until such time as the geotextile container revetment is removed. The right of the public to enter the land described in the survey shown on Exhibit C is limited to those circumstances when normal pedestrian travel along the beach is not possible due to conditions where the water level is landward of the waterward edge of the revetment.

2. Non-discrimination

Caledon agrees not to discriminate in the application of this right to enter its land against any person based on race, color, creed, religion, sex or national origin.

3. Adverse Impacts, Removal and Costs

In the event that this license becomes ineffective by operation of law, by mutual termination, by operation of judgment or by order of the Executive Director of the Department pursuant to Special Permit Condition No. 4 of Exhibit B, the geotextile container revetment shall be removed by Caledon at its own expense. To assure proper removal of the geotextile container revetment and proper compliance with Special Permit Condition No. 4 of Exhibit B, Caledon agrees to maintain financial assurance in the amount of \$8,200. Said financial assurance shall include a provision for

an annual adjustment to this principal amount based on the Consumer Price Index. In the event that the revetment should be removed and Caledon does not remove same at the demand of the Department, then the Department shall be entitled to draw on the full amount of the principal sum of financial assurance in order to remove the revetment. Interest accumulated shall inure to the benefit of Caledon and may be withdrawn by Caledon at any time.

In the event the Department documents any adverse physical impact of the revetment on the adjoining properties following an extreme erosion event, pursuant to Special Permit Condition No. 4 of Exhibit B, Caledon agrees to adjust, alter, or remove the revetment or adequately restore the impacted property as ordered by the Executive Director of the Department.

4. Annual Mitigative Sand Fill

Pursuant to Special Permit Condition No. 1 of Exhibit B, Caledon agrees to place and evenly distribute a maximum of 400 cubic yards of compatible beach sand fill immediately seaward of the proposed revetment on a yearly basis. This annual mitigative sand fill requirement shall be subject to review by the Department staff every five years after the initial placement to determine the necessity and effectiveness of the requirement. At that time the fill quantity may be adjusted to accommodate changed conditions. In the event a beach nourishment project is put into place at this portion of Indian River County, including the Caledon property, and an erosion control line is established, the requirement for the annual placement of sand will be stayed until such time as the shoreline has eroded to the erosion control line. If no erosion control line is established, then the sand placement requirement will be stayed until such time as the

001062

shoreline has eroded to the pre-nourishment line of mean high water. Caledon shall submit a written notice to the Division at least seven days prior to the placement of the required sand fill. In lieu of advance notice, Caledon may submit copies of receipts or invoices pertaining to the placement of the sand fill within 30 days following placement of the sand fill material. Should the required sand fill be placed annually to comply with a local ordinance requiring placement of sand fill seaward of the crest of the revetment structure then Special Permit Condition No. 1 will be considered to have been complied with for that year in which the sand fill was placed.

Caledon agrees to assess the unit owners and provide in its annual budget the sum of One Thousand Six Hundred and no/100 (\$1,600.00) Dollars per year to ensure that the mitigative sand placement required in Special Permit Condition No. 1 of Exhibit B is implemented. Should Caledon default and not provide annual mitigative sand placement, DNR shall have the right to remove the revetment with the funds held for that purpose under Paragraph 3.

5. Notice

In the event that removal of the revetment is necessary, Caledon shall serve written notice upon the Department by certified mail 60 days prior to such removal. Notice shall be sent to the Florida Department of Natural Resources, Division of Beaches and Shores, 3900 Commonwealth Boulevard, Douglas Building, Tallahassee, Florida 32399.

Caledon acknowledges that the Department shall be vested with full authority to enforce the conditions set forth herein; and further, that nothing contained herein is intended to limit or abridge in any manner or at any time the authority or responsibility of the Department pursuant to the provisions of

either Chapter 161, Florida Statutes, or Chapter 16B-33, Florida Administrative Code, or the authority of the State of Florida, Board of Trustees of the Internal Improvement Trust Fund as provided by law.

Donald E. Quiring
Witness

Donna J. Hughes
Witness

Donald E. Munn
President of Caledon Shores
Condominium Association, Inc.

4/26/88
Date

James H. V.
Attorney for Caledon Shores
Condominium Association, Inc.

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned, personally appeared, Donald E. Munn, President of Caledon Shores Condominium Association, Inc., who after being duly sworn by me, deposes and says that he freely entered into and executed said Agreement on the date entered above.

SWORN TO AND SUBSCRIBED before me this 26th day of April, 1988.

Paul J. Munn
NOTARY PUBLIC, State of Florida
My commission expires: My Commission Expires Jan. 7, 19

David J. Plante
Witness

Michelle Sammons
Witness

Kirby Green
Kirby Green, Division Director
Department of Natural Resources
State of Florida

30 August 88
Date

E. J. Ladd
Attorney for Department of Natural
Resources

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned, personally appeared Tom Gardner, who after being duly sworn by me, deposes and says that he freely entered into and executed the above Agreement on the date entered above.

SWORN TO AND SUBSCRIBED before me this 30th day of August, 1988.

Charles W. Coburn
NOTARY PUBLIC, State of Florida
My commission expires: My Commission Expires Aug. 13, 1992

001064

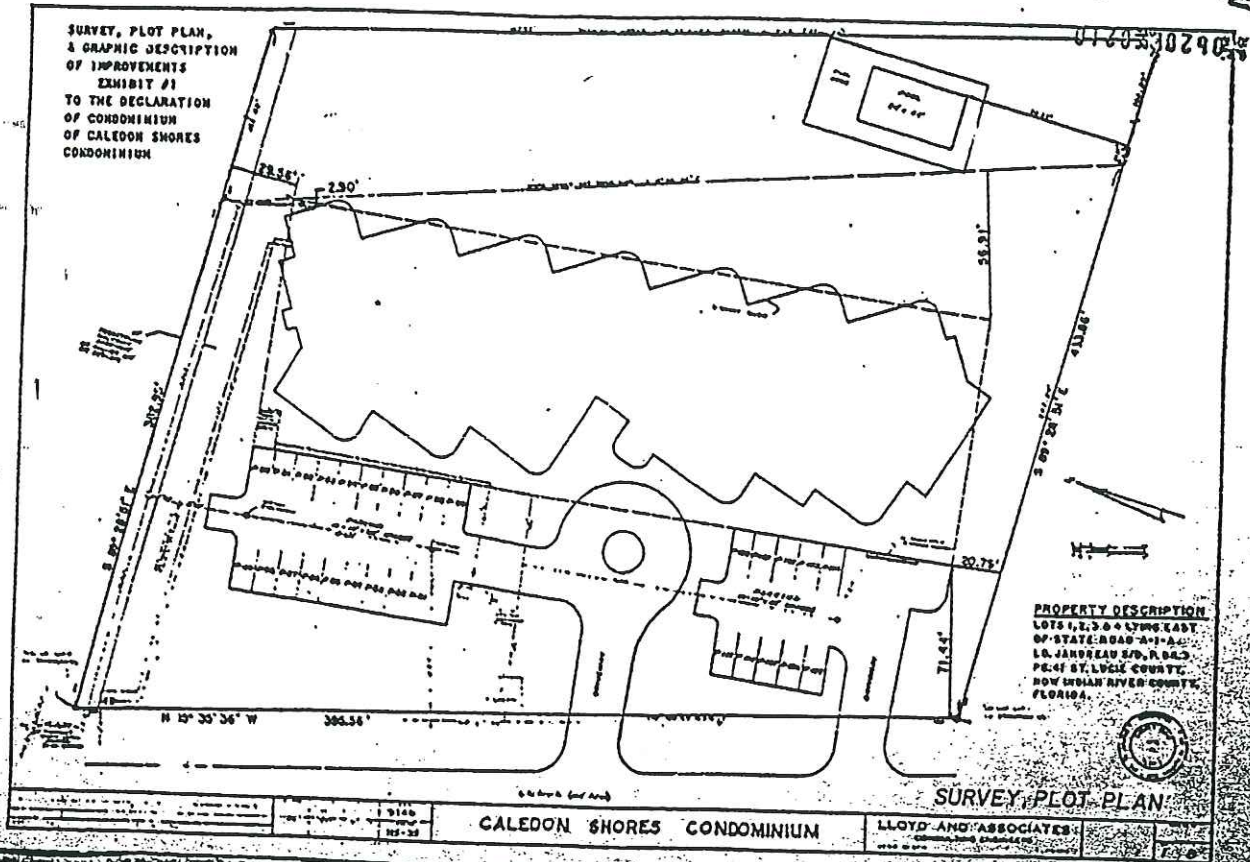
EXHIBIT A

Legal Description of Caledon Shores Condominium

Lot 1, 2, 3, and 4, I.D. Jandreau Subdivision, lying East of the East right-of-way of State Road A-1-A, according to the Plat filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 3 at Page 41; said lands now lying and being in Indian River County, Florida.

O.R. 809 PG 1064

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O.R. 809 PG. 1065

EXHIBIT A