

RECEIVED APR 15 2011

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THIS DOCUMENT HAS BEEN
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OF INDIAN RIVER COUNTY FL
BK: 2488 PG:1999, Page1 of 3
04/05/2011 at 09:14 AM,

JEFFREY K BARTON, CLERK OF COURT

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
ESTABLISHING RIVER RUN C, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

**THAT THIS CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM ESTABLISHING RIVER RUN C, a
CONDOMINIUM, is made this 24th day of March, 2011 by RIVER RUN OF
SEBASTIAN CONDOMINIUM ASSOCIATION, INC., a Florida Corporation
(hereinafter referred to as the "Association.")**

WITNESSETH:

**WHEREAS, the Declaration of Condominium Establishing River Run C, A
Condominium (hereinafter "Declaration"), is recorded in Official Records Book 764,
Page 322, of the Public Records of Indian River County, Florida, as has been
amended from time to time; and**

**WHEREAS, pursuant to Section 38 of the Declaration, the Declaration may be
amended from time to time upon the execution and recording of an instrument reflecting
said amendment; and**

**WHEREAS, all of the requirements necessary to effect an amendment to the
Declaration have been met, including consideration of the amendment at a meeting of the
membership duly noticed in accordance with the Declaration, at which a quorum was
present and at which the amendment was duly adopted by the affirmative vote of the
members owning Units in River Run Building C as to which at least fifty-one percent
(51%) of the common elements are appurtenant.**

**NOW THEREFORE, for valuable consideration, the receipt and sufficiency of
which are hereby acknowledged and confirmed, and for the purposes of protecting the
value, attractiveness, and desirability of the Property, as said Property is defined in the
Declaration, the Association hereby amends the Declaration as follows:**

**I. The above recitals are affirmed as being true and correct and hereby
incorporated by reference.**

**II. Section 9 of the Declaration of Condominium Establishing River Run C,
A Condominium, is hereby amended as follows:**

**Common Elements. The "Common Elements" of the Condominium have
heretofore in this Declaration been defined as "Common Property" (see paragraph 2,
subparagraph e.), which consists, as stated, of the land of the Condominium and all**

other parts of the Condominium Property not within the Units, or which are not specified as Limited Common Property within the Units, or which are not specified as Limited Common Property, and all tangible personal property which is used in the maintenance and operation of the Condominium. A Unit Owner shall not be deemed to own pipes, wires, conduits, or other public utility transmission devices running through any unit ~~which are utilized for or serve more than one unit for the furnishing of utility services to the Units~~, which items are, by these presents hereby made a part of the Common Property. The Common Property of the Condominium shall also include any interest in property owned by the Association for the use and benefit of all Unit owners in the community of condominiums as set forth in paragraph 12 of this Declaration.

III. Section 17, Paragraph b of the Declaration of Condominium Establishing River Run C, A Condominium is hereby amended as follows:

b. **Maintenance and repair by Unit Owners.** Every Unit Owner must perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Condominium in its entirety or affect any part belonging to other Unit owners, being expressly responsible for damages and liability which his failure to do so may engender. Each Unit owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment and all other mechanical systems serving only his Unit, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water light, power, telephone, sewage, and sanitary service to his Unit and which may or hereafter be situated in his unit ~~or for the purpose of serving only his Unit for the furnishing of utility services to the Units.~~ Such Unit Owner shall further be responsible and liable for maintenance, repair and replacement of any and all interior wall, ceiling and floor exterior surfaces, windows painting, decorating and furnishings, and all other accessories which such Unit Owner may desire to place or maintain in his Unit. Whatever the maintenance, repair and replacement of any items which a Unit Owner is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that such Unit Owner shall be in said instance, required to pay such for the purpose of making such maintenance, repair or replacement, except that such Unit Owner shall be in said instance, required to pay such portion of the cost of such maintenance of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance repair or replacement. The floor and interior walls of a terrace, patio, balcony or loggia appurtenant to a Unit, shall be maintained by the Unit Owner at his expense; provided that a unit owner shall not build, furnish or otherwise decorate or change in any manner the appearance of any portion of the exterior of the Unit owned by him or the building within the unit is located without the prior written consent of the Association.

Strikeout means language deleted.

Double Underline means language inserted.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on the date set forth above.

Signed, Sealed and Delivered
in the presence of:

**RIVER RUN OF SEBASTIAN
CONDOMINIUM ASSOCIATION, INC.,
a Florida Corporation.**

[Signature]
Witness
Jeanne M. [Signature]
Witness

By: Lynne Brown
Its President

By: Walter [Signature]
Its Secretary

[Signature]
Witness
Jeanne M. [Signature]
Witness

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 24 day of March, 2011, by Lynne Brown and Walter [Signature], President and Secretary, respectively, of River Run of Sebastian Condominium Association, Inc., who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Declaration of Condominium Establishing River Run C, A Condominium, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 24th day of March, 2011.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires: 3/22/13

