

**Prepared by & Return to:**

Caleb J. Grimes, Attorney  
Grimes Goebel Grimes Hawkins  
& Gladfelter, P.A.  
1023 Manatee Avenue West  
Bradenton, Florida 34205

**SECOND AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR RIVIERA DUNES**

This SECOND AMENDMENT is made this 26 day of June, 2001, by W.C. RIVIERA PARTNERS, L.C., a Florida limited liability company ("Declarant").

WHEREAS, Declarant is the "Declarant" under that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes dated November 23, 1999, and recorded in Official Records Book 1616, Page 4557, as amended by that certain First Amendment dated April 23, 2001, and recorded in Official Records Book 1677, Page 1378, all of the Public Records of Manatee County, Florida, and as amended and supplemented from time to time (collectively "Master Declaration"); and

WHEREAS, Declarant has entered in to an Agreement for Purchase and Sale for Marina Site with R.D. Marina, LLC, a Florida limited liability company ("R.D. Marina") for the sale of certain real property described in Exhibit "A" attached hereto and incorporated by this reference (the "Land"); and

WHEREAS, R.D. Marina has requested certain modifications of the Master Declaration with respect to the Land, specifically with respect to a portion of the Harbor as such term is identified and described in the Master Declaration, and Declarant has agreed to same to the extent provided herein; and

WHEREAS, Article 4.02(b) designates the Harbor, less the Harbor Stormwater Retention Area, as Exclusive Common Property subject to the Declarant's right to convey private rights for boat slips, docks and marina facilities within the Harbor; and

WHEREAS, Article 9.02 confirms in Declarant the exclusive right to establish rules and regulations for the use of the Harbor, including without limitation, the right to transfer any portion of the Harbor or operation thereof to anyone and on any terms. Article 9.02 further provides that no Owner(s) of any Lot(s) or Parcel(s), or who are otherwise members in the Master Association, have obtained any vested right or easement, prescriptive or otherwise to use the Harbor, nor has any such Owner or member been granted any ownership or membership interest in the Harbor by virtue of their being such an Owner and/or member; and

WHEREAS, Article 9.03 confirms in Declarant the absolute right to allocate the limited rights

to boat slips between and among the Lots and Parcels; and

WHEREAS, pursuant to Article 16.07 of the Declaration Declarant has reserved the right to amend the Declaration unilaterally prior to the Turnover Date; and

WHEREAS, Declarant desires to amend the Master Declaration to establish and designate a portion of the Harbor as the "Marina Parcel" and to add a new Article 9-A to the Master Declaration setting forth and establishing covenants, conditions, restrictions for such Marina Parcel and the Harbor.

WHEREAS, Declarant desires to clarify, define and delineate the portion of the Harbor that is Exclusive Common Property and subject to the Harbor Regulations and Covenants of Article 9 of the Master Declaration and the portion of the Harbor that is the Marina Parcel and subject to the Marina Parcel Regulations and Covenants of the new Article 9-A as set forth herein; and

WHEREAS, capitalized terms in this First Amendment have the same meanings as defined in the Master Declaration unless otherwise noted.

NOW THEREFORE, Declarant hereby amends the Master Declaration as follows:

- I. A new Article 9-A Marina Parcel Regulations and Covenants is added to read:

#### ARTICLE 9-A MARINA PARCEL REGULATIONS AND COVENANTS

9-A.01 Description of the Marina Parcel. The Marina Parcel shall consist of all that real property identified and legally described in Exhibit "A" attached hereto and incorporated by this reference. Upon transfer of the Marina Parcel to R.D. Marina, the Marina Parcel shall thereafter be considered a "Parcel" as such term is defined at Article 1.34 of the Master Declaration, and shall thus be separate and distinct from the Harbor, shall not be considered a part of the Exclusive Common Area known as the Harbor, and shall not be included within any definition or other description of the Harbor or bound by any covenants, restrictions, regulations pertaining to Exclusive Common Area and/or the Harbor except as same may affect a Parcel or unless otherwise specifically set forth in this Article 9-A.

9-A.02 General/Use. The Harbor is an amenity of Riviera Dunes and the development of the Marina Parcel as a commercial marina, with its associated docks and boat slips, is a component of the overall development and viability of the Harbor and Riviera Dunes. The provisions set forth in this Article 9-A have special application as to the Harbor and as to the Marina Parcel and are established to ensure the separation of the Marina Parcel from the Harbor and to further ensure the continued operation of the Marina as a successful commercial venture.

Notwithstanding any provision to the contrary contained herein, all use of the Marina Parcel shall be in accordance with the Development Plan, Governmental Approvals, Army Corp of Engineers and DEP permits, specifically including but not limited to FDER Permit, as same may be

amended or modified from time to time, and the Florida Clean Marina Program. All Marina Parcel construction and subsequent preservation and regulation shall be in strict compliance with the Pollution Discharge Act of Section 376, Florida Statutes, and Chapter 62N, Florida Administrative Code, including any amendments thereto.

9-A.03 Operation of Marina Parcel as a Private Commercial Business/Exceptions. The Marina Parcel, including its associated docks shall be a private commercial business and shall be allowed to operate in conformance with the laws of the state of Florida, the City of Palmetto and applicable permits, without interference from the Master Association or the Property Owners in Riviera Dunes, except as to requirements relative to architectural approval and sharing of common expenses as specifically set forth in this Article 9-A, and as established by the Master Declaration.

9-A.04 Harbor Rules and Regulations Affecting Marina Parcel.

(a) Notwithstanding any provision to the contrary contained in the Master Declaration, the ability of the Declarant and/or the Master Association to enact rules and regulations relative to the use of the Harbor is not intended as including any right(s) to control an otherwise legal business within the Marina Parcel. The ability of the Declarant and/or the Master Association to enact rules and regulations relative to the use of the Harbor does not extend to authorize the Declarant and/or the Master Association to enact rules and regulations relative to the use of any portion of the Marina Parcel; however, the Owner of the Marina Parcel shall ensure that its guests, owners, invitees, employees, designees and all other persons enjoying the use of the Marina Parcel are aware of the rules and regulations enacted by the Declarant and/or the Master Association that govern the Harbor, and the Owner of the Marina Parcel shall make reasonable efforts to ensure that all such persons abide by such rules and regulations pertaining to the Harbor at any time such persons are within the Harbor.

(b) In accordance with Section 9-A.04(a) above, the Owner of the Marina Parcel must give its prior express written consent and approval of any rules and/or regulations and any amendment(s) to the Master Declaration, which serve to limit or impair any current or future legal use of the Marina Parcel, such consent and approval shall be in the discretion of the Owner of the Marina Parcel and may be withheld for any reason. Neither the Declarant nor the Master Association shall have the right, power or privilege to unilaterally establish any rules and/or regulations, or effect any amendment(s) to the Master Declaration, which serve to limit or impair any current or future legal use of the Marina Parcel as a commercial marina. By way of example, and not by way of limitation, any rule, regulation, and/or amendment pertaining to the items listed below shall require the prior express written consent and approval of the Owner of the Marina Parcel:

2. Rentals of Boat slips in the docks of the Marina.
3. Sale of boat slips as a dock condominium.
4. Length, style or type of boat that may be berthed in the Marina.
5. Type or size of power (e.g. cannot prohibit power boats).
6. Hours of operation.
7. Retail sales, including but not limited to the sale of clothing, food, drink, liquor, equipment, supplies and fishing tackle.
8. Charter fishing guides, including the right to clean fish at the Marina Docks.

9. Dinner/lunch cruises.
10. Sales of gasoline or diesel.
11. Operation of sewage pump out station.
12. Supply of water, electricity and other utilities to the boat slips.
13. Design of the Marina docks.
14. Lighting of the Marina docks.

9-A.05 Limitation of Rights of Declarant and Master Association to Enact Rules, Regulations and Amendments with Respect to Boats and Docks.

(a) The Marina Parcel and the Residential Neighborhoods are integral and vital components of Riviera Dunes. In addition to the preceding restrictions and in order to assure the continued use of the Harbor by the residents within Riviera Dunes as contemplated by the Declarant, no rules or regulations or amendments to the Master Association may be made unilaterally by the Declarant or the Master Association that impair or otherwise limit the following, without the express written approval of the Homes of Riviera Dunes Homeowners' Association, Inc.:

1. The type or size of boats that may be kept at the homeowner's docks, except as specifically set forth herein.
2. Changes to the size and type of dock that may be constructed in conjunction with a lot or a Neighborhood Marina.

(b) Further, to protect all Owners in Riviera Dunes, no rule or regulation may be passed by the Declarant or the Master Association relative to the following, without the express written approval of both the Owner of the Marina Parcel and the Homes of Riviera Dunes Homeowners' Association, Inc.:

1. Allowing speeds within the harbor or channel in excess of idle speed.
2. Impairment of the channel into or within the Harbor, including the gating of same.

II. Pursuant to Section 9.03 of the Declaration, Declarant hereby allocates 220 power boat slips to the Marina Parcel.

III. The Marina Parcel shall be considered to be 2 acres in size for purposes of determining Index Points assigned to the Marina Parcel.

IV. Section 4.04(a) is amended to add to the end, "provided any such new mortgage encumbering the Common Property shall be subject to and subordinate to easements over such Common Property."

V. Section 4.07(a) is amended to add to the end, "except that Master Association may not limit use of the access roadways to the commercial sites within the overall project."

VI. The following is added to Section 12.06: "In addition, because the easements relative to the Marina Parcel have already been determined, neither the Declarant nor the Board shall be permitted

to grant easements as attorney-in-fact for any owners or associations over such Marina Parcel without the joinder of any owner or owners thereof.”

VII. Section 15.02(a) is amended to include pylon signage along US301/41 and Haben Boulevard, as may be approved by the Architectural Control Committee.

VIII. A new Section 15.18 is added to read as follows: 15.18 Restriction on Commercial Marina Operation. With the sole exception of the Marina Parcel, no Parcel, Lot or Neighborhood Marina or any portion of the Harbor may be used as a Commercial Marina.

**Remainder of page intentionally left blank.**

IN WITNESS WHEREOF, Declarant has executed this Second Amendment on the date first above written.

Signed, Sealed and Delivered  
in the presence of:

W.C. Riviera Partners, L.C., a Florida  
limited liability company

Karen L. Calyer  
(Karen L. Calyer)  
Printed name of witness

Calley J. Grimes  
(CALLEY J. GRIMES)  
Printed name of witness

By: Riviera Dunes Resorts Management  
Company, a Florida corporation, its  
Manager

By: Linda J. Svenson  
Linda J. Svenson  
Its President

STATE OF FLORIDA :  
COUNTY OF MANATEE :

The foregoing instrument was acknowledged before me this 22 day of June, 2001, by Linda J. Svenson, as President of Riviera Dunes Resorts, Inc., a Florida corporation, Manager of W.C. Riviera Partners, L.C. a Florida limited liability company, on behalf of the company. She is personally known to me or has produced for identification \_\_\_\_\_.



Karen L. Calyer  
Notary Public  
(Karen L. Calyer)  
Printed Signature of Notary  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

BK 1688 PG 4361 FILED AND RECORDED 6/27/01 3:03:01 PM 7 of 7  
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

**PARCEL 1:**

**DESCRIPTION: MARINA PARCEL**

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

**PARCEL 2:**

**DESCRIPTION: (MARINA DOCKS)**

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