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SIXTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVIERA DUNES

KNOW ALL MEN BY THESE PRESENTS that the Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes ("Master Declaration"), recorded in Official Record Book 1616, Pages 4557 et seq., of the Public Records of Manatee County, Florida, is hereby amended by the recording of this Sixth Amendment.

WHEREAS, Section 16.07 of the Master Declaration permits the Declarant to unilaterally amend the Declaration at any time prior to the Turnover Date; and

WHEREAS, the Turnover Date has not been triggered and, therefore, the Declarant possesses the authority to unilaterally amend the Master Declaration as set forth herein.

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

(Strike-throughs are deletions; underlined words are additions or changes)

1. Section 9.03 of the Master Declaration is hereby amended as follows:

9.03 DOCKS AND BOAT SLIPS. Upon approval to construct the Harbor a limited number of boat slips on docks to be constructed in the Harbor will be available to Declarant. The Declarant reserves the absolute right to allocate the limited rights to boat slips between and among the Lots and Parcels.

All docks must be constructed in conformance with design criteria therefor as established by the Declarant and/or the Master Association.

Docks shall be maintained, repaired and replaced by the Owner(s) to which the boat slip(s) associated therewith has (have) been allocated.

If an Owner fails to comply with any of the provisions of this Section, then the Master Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against the Lot Owner as a Special Assessment (if performed by the Master Association).

The rights in and to a boat slip, once allocated by a Supplemental Declaration shall run with the Lot. An Owner's interest in a boat slip shall be represented by a License Agreement granting perpetual rights to use the Boat Slip, in a form that may be recorded in the public records. Such License Agreement evidences an Owner's interest in a boat slip and such Owner's exclusive right to use the Harbor and Boat Slip area on such dock. The Master

Association shall have the authority to promulgate reasonable rules and regulations regarding use and maintenance of the boat slips and docks. In the event that an owner violates the Master Association's restrictions, rules, or regulations regarding use and/or maintenance of the boat slip and/or dock associated with the owner's lot, the Master Association shall have the right to impose fines and/or suspend use of the slip for a reasonable amount of time in order to compel compliance, in addition to all other legal remedies, to the fullest extent permitted by law. Once a boat slip License Agreement is associated with a particular Lot or Owner, the Master Association shall not have the authority to revoke the owner's boat slip License Agreement without the express approval of the affected owner. An owner's right to use and transfer any boat slip in the community shall be governed by the relevant Neighborhood Documents provided that such use or transfer does not conflict with the Master Declaration.

A. Definitions. The following definitions shall apply to this Section:

1. **Multi-Slip Dock** shall mean a multi-slip boat dock, constructed by Developer that is not constructed as a Private Dock, and assigned for owner use in accordance with the Neighborhood Documents.
2. **Private Dock** shall mean a single slip dock, for one vessel only, that is specifically associated with an adjoining Harborfront Lot. The slip associated with a Private Dock shall only be a Private Slip and which runs with the Harborfront Lot to which the Private Dock is attached. Notwithstanding the foregoing, in the event that the Declarant assigns and/or licenses more than one (1) dock and/or slip to a particular Lot or Lots for any reason, the limitation of one (1) vessel per dock shall not apply, and the Lot shall be exempt from this limitation and permitted to maintain one (1) vessel per boat slip License Agreement granted to such Lot.
3. **Private Slip** shall mean a boat slip for a single vessel reserved specifically for a particular Lot Owner. A Private Slip may be located on a Multi-Slip Dock or on a Private Dock.

B. **Construction.** All docks must be constructed in conformance with design criteria therefor as established by the Developer and/or the Master Association. All docks must be constructed by the builder approved by the Developer and/or the Master Association who shall be a Class A certified general contractor. In addition to the design criteria established by the Developer or the Master Association, no Private Dock shall permit piling from the bulkhead cap to the riprap line and no construction may penetrate or alter the membrane beneath the riprap material. Each Private Dock must be constructed from the center line of the Harborfront Lot on which it is located. The platform of the dock shall be either 30 feet in length or 40 feet in length and shall be 10 feet in depth. A Private Dock adjacent to a conservation area may be allowed to be offset with specific Architectural Control Committee approval. No Private Dock may extend more than 90 feet from the bulkhead line without the specific approval of the Architectural Control Committee, which approval may be withheld for any or no reason. No boat in excess of 62 feet may be kept at a Private Dock without the specific approval of the Architectural Control Committee. Any davits must be specifically approved by the Architectural Control Committee. No structures, either temporary or permanent may be added to a Private Dock, except for furniture items or fish cleaning tables, any of which must be specifically approved by the Architectural Control Committee. Boat Houses and

Gazebos are prohibited.

C. Transfer of Boat Slip Rights. In the event that an Owner sells or leases his Lot, such Owner's right of use and interest in any boat slip in a Multi-Slip Dock shall be transferred to the purchaser or lessee of the Owner's Lot. However, the right of use and interest of any lessee shall terminate automatically and simultaneously with termination of the lease agreement, and remain with the Owner only.

With prior approval by the Master Association, which approval shall not unreasonably be withheld, any Owner of a Private Slip in a Multi-Slip Dock may transfer the right to use his Private Slip to any other Owner of a Lot provided such transfer complies with the provisions of the governing documents of the particular Neighborhood Association. The Master Association shall have the authority to charge a reasonable administrative fee for review and approval of such transfers.

Private Slips associated with Private Docks shall run with the Lot on which the Private Dock is constructed. No Private Slip on a Private Dock may be transferred to any person that is not the Owner of the Lot on which the Private Dock is constructed.

The transfer of any Private Slip shall be evidenced by a License Agreement in a form approved by the Developer or Master Association, a copy of which must be delivered to the Master Association for its records.

D. Maintenance and Security. Private Docks shall be maintained, repaired and replaced by the Harborfront Lot Owner to which the Private Slip has been allocated. Multi-Slip Docks shall be maintained, repaired and replaced by the corresponding Neighborhood Association in the manner provided by the Neighborhood Association documents. Owners of all boat slips within the harbor shall ensure their boats or other vessels, including boats and other vessels of any invitees, tenants, guests, or occupants, shall be moored and maintained in a safe manner as to prevent damage to the dock structures, harbor, or water quality within the harbor. All boats and other vessels shall be maintained in good working order and in a seaworthy condition. In the event of inclement weather, all owners are responsible for ensuring such boats and other vessels are moored properly or otherwise removed from the harbor if necessary to prevent damage to the harbor and/or the dock structures. The owner is responsible for all damages to the dock structure and harbor attributable to their failure to comply with this provision.

E. Enforcement. If an Owner fails to comply with any of the provision of this Section, or if their boat or other vessel (or boat or other vessel of their invitees, tenants, guests, or occupants) causes damage to the harbor or dock structures, then the Master Association may perform such acts as are the responsibility of the Owner and all Costs incurred by the Master Association shall be treated as a Special Assessment (if performed by the Master Association). The Master Association shall have the authority to access the boat or other vessel to secure and/or remove any violating boat or other vessel from the harbor and store it at another location when necessary to protect the harbor and the dock structures, and such access or removal shall not be deemed a trespass. The costs recoverable by the Master Association shall include, but not be limited to, all costs associated with the maintenance, repair, or replacement of the dock structure, towing or salvage of any boat or other vessel causing or potentially causing

unsafe conditions within the harbor or damage to the harbor's water quality, removal of any pollutants released within the harbor and restoration of the harbor's water quality, storage costs, attorney's fees and costs, interest, and any other reasonable costs incurred by the Association in compelling or causing compliance as a result of an owner's violation of this provision.

F. Insurance. Each Owner shall be required to maintain general liability insurance on any Boat Slip owned by such Owner in an amount reasonably set by the Master Association.

G. HARBOR OWNERSHIP AND RULES. The right to use a particular boat slip goes with ownership of a Lot. Ownership of the Harbor shall be transferred to the Master Association upon turnover. Prior to transfer to the Master Association, Developer retains ownership of the Harbor, together with the right to transfer rights therein to others, subject to the rights contained in this Declaration that are reserved for the Owners or the Master Association. Developer reserves the right to establish and change rules and regulations from time to time concerning the security, traffic, speed and use of the Harbor, including the right to temporarily close the Harbor for events. There may be other rights and restrictions as to the Harbor reserved to the Developer, the Master Association or otherwise in the Master Declaration.

2. Section 2.01 of the Master Declaration is hereby amended as follows:

Existing Property. The real property subject to this Master Declaration is described on Exhibit A attached hereto and made a part hereof, with the exception that Parcels 15, 16, and 17, as described on Exhibit D have been excluded, and Parcels 4 and 18 are hereby removed and excluded from the Master Declaration jurisdiction.

3. Section 7.01(b) of the Master Declaration is hereby amended as follows:

7.01(b). Such areas of landscaping or other facilities within or adjacent to public streets within Riviera Dunes along Haben Boulevard and U.S. 41, or as may be designated by the Declarant as the responsibility of the Master Association. All other landscaping and irrigation is to be maintained by the contiguous Neighborhood Association. Declarant may specify such areas by instrument filed with the Master Association, by amendment hereto, or by any other instrument filed among the Public Records of Manatee County, Florida. Maintenance obligations under this Section 7.01(b) shall include, but not be limited to, irrigation systems, landscaping, walls, fences, signs, electrical and utility installations and structures as may be located within such rights of way or easements for aesthetic, artistic or decorative purposes, other than street improvement and public utilities. Nothing contained herein shall prohibit the Board from determining to maintain any such landscaping within or adjacent to any public street within Riviera Dunes to the extent that same is not maintained by public authorities at an acceptable level, as determined by the Board. The Master Association shall have no responsibility for any landscape, buffer or similar easement, maintenance of which is the responsibility of a Neighborhood Association.

4. Section 7.01 of the Master Declaration is hereby amended to add 7.01(d)(1) as follows:

7.01(d)(1): The Master Association shall have the authority to assume all obligations for surface water management facilities for the single-family residences that make up the Homes of Riviera Dunes community, or any other such facilities within the boundaries of the Master Declaration, and as so agreed by the Master Association.

5. Section 7.01(e) of the Master Declaration is hereby amended as follows:

7.01(e) Any part of the commonly-used roadways within Riviera Dunes that are owned or acquired by the Master Association, or roadways that may be owned by Neighborhood Associations that the Master Association agrees to maintain, or roadways otherwise designated by the Declarant as Common Property or Exclusive Common Property; provided, however, that if a Neighborhood Association(s) shall assume the duties of the Master Association, then thereafter the Master Association shall have no responsibility for such maintenance. The Master Association shall maintain the bridge to the Island homes, including the bridge structure and roadway surface.

6. Section 7.01(f) of the Master Declaration is hereby amended as follows:

7.01(f) Maintenance of the Harbor (less the Harbor Stormwater Retention Area at such time as maintenance responsibility is assumed by a Neighborhood Association or otherwise) in accordance with applicable SWFWMD, Army Corp. of Engineers and DEP permits, the Development Plan and Government Approvals. The maintenance, repair and replacement of any docks within the Harbor, the seawall and rip-rap shall be the responsibility of the adjacent Parcel Owner or Neighborhood Association on behalf of the slip owners enjoying use of the dock if one exists; however, in the event such Owner or Neighborhood Association fails to maintain, repair or replace such docks, seawall or rip-rap, the Master Association shall have the power, but not the obligation, to maintain, repair or replace same and assess the responsible party for the cost thereof. The Master Association shall be obligated to trim mangroves within the harbor, maintain the bulkhead, seawall and rip-rap within the harbor, and shall be responsible for the maintenance and dredging of the flushing channel and the access channel, and any dredging within the harbor related to or resulting from the community's surface water management system.

7. The Master Declaration is hereby amended to add a new Section 7.08 as follows:

7.08 Entryway Signs. The Master Association shall maintain the three (3) master community identification signs at the entrances to the community. Communities or commercial entities having representation on such signs shall bear the costs of maintenance, repair, and replacement of the signs. Alterations to the signs are subject to architectural review and approval of the Master Association, and such approval shall not be unreasonably withheld.

8. The Master Declaration is hereby amended to add a new Section 7.09 as follows:

7.09 Walkway. The Master Association shall be obligated to maintain the walkway around the Harbor Stormwater Retention Area, as well as all related landscaping amenities,

including the walkway connection to 3rd Street, benches, lighting, garbage cans, and other amenities that may be constructed for enjoyment of members of the Master Association.

9. The Master Declaration is hereby amended to add a new Section 7.10 as follows:

7.10 Lighting. The Master Association shall be obligated to maintain the street lighting along all public roadways and community roadways that all members of the Master Association have, at a minimum, a pedestrian right of access to use, including lighting for the signs at the community entryways. It is the intent of this Section for the individual Neighborhood Associations to maintain lighting in areas reserved for the exclusive use of members of the particular Neighborhood, such as parking or recreation areas that are not available for use by all members of the Master Association.

10. The Master Declaration is hereby amended to add a new Section 1.28(a) as follows:

1.28(a) At the time of the recording of this provision, the parcels subject to the Master Declaration are depicted on the attached Exhibit 1 to this document, and are provided for clarification purposes only, for the purpose of identifying the locations of particular neighborhoods and parcels that have been developed, consisting of single-family detached homes, multi-family condominium structures, commercial improvements, and vacant parcels upon which future improvements may be constructed in accordance with the community's governmental approvals. The voting interests and percentage of obligation for assessments for such parcels shall be determined as further provided herein. The actual names of the neighborhoods are for reference purposes only, and are subject to change as the parcels are developed.

11. Section 4.02(c) of the Master Declaration is hereby amended as follows:

4.02(c) Harbor Stormwater Retention Area Easement. The Harbor Stormwater Retention Area shall be the subject of a non-exclusive easement as part of the Stormwater Management Systems and Exclusive Common Property for the benefit of Owners of the following portion of Riviera Dunes: Those areas identified on the attached Exhibit D as parcels 8, 9, and 11. 7, 8, 9, 10, 11, 12, 13, and 14.

12. Section 1.24 of the Master Declaration is hereby amended as follows:

1.24 "Lot" means a discrete lot or tract on a recorded subdivision or condominium plat of land designated for residential purposes; a condominium unit or parcel within a condominium; which property is subject to this Declaration. Common Property, Neighborhood Property, and Parcels are not Lots. If an Owner combines two (2) previously-subdivided Lots into one (1) Lot, or if three (3) previously-subdivided Lots are combined into two (2) Lots, and the Owner of the resulting enlarged Lot actually constructs only one (1) single home on the resulting Lot, for purposes of this Declaration, the resulting enlarged Lot shall be treated as one Lot.

13. Section 3.02(a) of the Master Declaration is hereby amended as follows:

3.02(a) Regular Membership. Regular Members who own Lots are entitled to one vote for each Lot; provided, however, that multiple owners of a Lot have collectively only

one vote for such Lot. Regular Members who own Parcels are entitled to one vote for each Index Point assigned to such Parcel at the time such vote is taken. The voting rights of Regular Members are delegated as provided by the Master Declaration and the Bylaws. In the event that a vacant parcel is developed and individual lots or condominium units are created on such parcel, upon issuance of a certificate of occupancy for any such lot or condominium unit on such parcel, the Parcel's Index Points in regard to the number of voting interests assigned to the Parcel shall no longer be computed based upon acreage, but shall thereafter be computed on the basis of one Index Point per lot or condominium unit developed or to be developed on such parcel. At the time of the recording of this provision, the voting rights of lots and condominium units shall be converted to one (1) vote per lot or unit, and the commercial, retail, or vacant parcels shall be based on acreage as set forth on Exhibit 1 to this document.

14. Section 5.05 of the Master Declaration is hereby amended to create a new 5.05(a) as follows:

5.05(a) In the event that a parcel is developed and individual lots or condominium units are created on such parcel, upon issuance of a certificate of occupancy for any such lot or condominium unit on such parcel, the Parcel's Index Points in regard to share of common expenses shall no longer be computed based upon acreage, but shall thereafter be computed on the basis of one Index Point per lot or condominium unit developed or to be developed on such parcel. At the time of the recording of this provision, the share of common expenses of lots and condominium units shall be one (1) share per lot or unit, and the commercial, retail, or vacant parcels shall be based on acreage as set forth on Exhibit 1 to this document.

CERTIFICATE OF AMENDMENT

The Declarant does hereby certify that the foregoing Amendments to the Bylaws were adopted by the Declarant pursuant to Article X of the Bylaws.

IN WITNESS WHEREOF, Declarant has executed this Amendment to the Bylaws this 20th day of DECEMBER, 2007.

Signed, sealed and delivered
in the presence of:

W.C. RIVIERA PARTNERS, L.C., a Florida limited
liability company

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

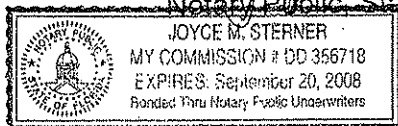
Rhella
Print Name: Richard Weller
Julie Kollath
Print Name: Julie Kollath

By: Linda J. Svenson
LINDA SVENSON, As its PRESIDENT

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 20th day of DECEMBER, 2007, by LINDA J. SVENSON, as the PRESIDENT of W.C. RIVIERA PARTNERS, L.C., a Florida limited liability company, who: () is personally known to me; or (X) has produced FL DRIVERS LICENSE as identification.

Joyce M. Sterner
Notary Public, State of Florida



My Commission Expires:

Signed, sealed and delivered
in the presence of:

RIVIERA DUNES MASTER ASSOCIATION, INC.

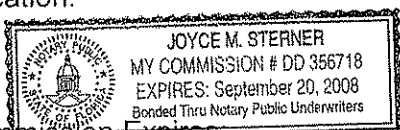
Rhella
Print Name: Richard Weller
Julie Kollath
Print Name: Julie Kollath

By: Linda J. Svenson
LINDA SVENSON, As its PRESIDENT

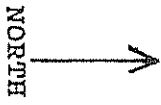
STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 20th day of DECEMBER, 2007, by LINDA J. SVENSON, as the PRESIDENT of RIVIERA DUNES MASTER ASSOCIATION, INC., a Florida not for profit corporation, who: () is personally known to me; or (X) has produced FL DRIVERS LICENSE as identification.

Joyce M. Sterner
Notary Public, State of Florida



My Commission Expires:



D. S. 41

Riviera Dunes Neighborhood Designations

Neighborhood

Parcel #

Homes of Riviera Dunes
Hammocks at Riviera Dunes
Bel Mare Condominium
7-11 Commercial Parcel
Haben Commercial Parcel
Marina Commercial Parcels
Harborside
Laguna Condominium
Bella Trompe
Ber
nt Villas

1, 2, 3, 6, 7
5
8, 9, 9A
10a
10b
11a, 11b, 11c
12a, 12b, 12c, 12d
13, 14
15
21

MANATEE RIVER

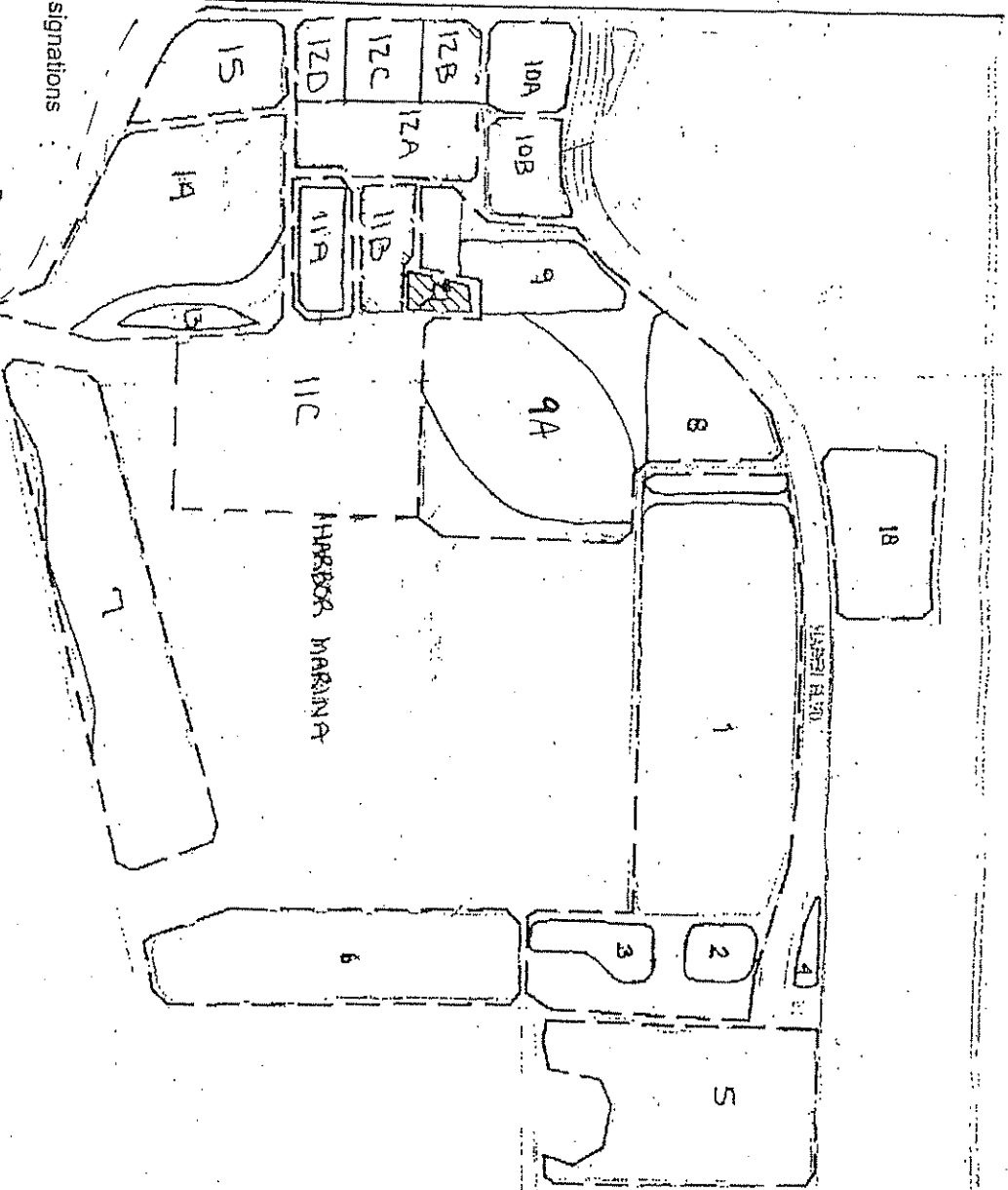


EXHIBIT 1

RIVIERA DUNES MASTER
ASSOCIATION, INC.
NEIGHBORHOOD VOTING INTERESTS AND SHARE OF COMMON EXPENSES

Parcel Number	Parcel Name		Lots/Units	Acreage	Votes	%
1, 2, 3, 6, 7	Homes of RD		154 Lots		154	12.27
5	Hammocks		65 units		65	5.18
8, 9, 9A	Belmare		189 units		189	15.06
13, 14	Laguna		210 units		210	16.73
21	Beachfront			1.7 acres	34	2.71
10A	7-11			1.2 acres	24	1.91
10B	Haben Retail			2.46 acres	49.2	3.92
11A, 11C	Marina			14 acres	280	22.31
11B	Marina Retail			3.3 acres	66	5.26
12A, B, C, D	Harborside			6.79 acres	135.8	10.82
15	Bella Trompte			2.4 acres	48	3.83
				Total Votes	1255	100
Twenty (20) votes per acre						
One (1) vote per Lot/Unit						