

Prepared by —
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Inst. # 3103102
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Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$44.00

**CERTIFICATE OF THE AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION FOR
RIVER CLUB CONDOMINIUM OF MARTIN COUNTY, INC.**

I HEREBY CERTIFY that the Amendment to the Second Amended and Restated Declaration of Condominium for River Club of Martin County, Inc. attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Second Amended and Restated Declaration of River Club of Martin County, Inc. by a majority votes tallied at a Board meeting held on November 7, 2024.

The Second Amended and Restated Declaration for River Club of Martin County Inc. was recorded on November 8, 2021 with the Martin County Florida Clerk of Courts Book 3270, Page 1669 consisting of 92 pages.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, and its Secretary and its corporate seal affixed this 11 day of November 2024.

WITNESSES:

RIVER CLUB OF MARTIN COUNTY, INC.

Laurence A. Hahn
Print Name: LAURENCE A. HANLON By: *Eric Vermyle* President
Address: 1600 NE Dixie Hwy
2190 # 7-100
Jensen Beach
34957

Karen A. Vertesch
Print Name: KAREN A. VERTESCH
Address: 1600 NE Dixie Hwy - #13-103
Jensen Beach, FL 34957

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of November 2024, by Eric Vermyle, as President of River Club of Martin County, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____].

Notarial Seal

Ashley Buss
Notary Public



Ashley Buss
Notary Public
State of Florida
Comm# HH119489
Expires 4/20/2025

WITNESSES:

RIVER CLUB OF MARTIN COUNTY, INC.

Laurence A. Hanlon
Print Name: LAURENCE A HANLON
Address: 1600 NE Dixon Hwy
Blg 7-101
Jensen Beach
34957

By: *Karen Vertesch*, Secretary
Karen Vertesch

Print Name: KAREN VERTESCH
Address: 1600 NE Dixon Hwy Jensen Beach 12-106-
Florida 34957

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of November 2024, by Karen Vertesch, as President of River Club of Martin County, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____].

Ashley Buss
Notary Public

Notarial Seal



Ashley Buss
Notary Public
State of Florida
Comm# HH119489
Expires 4/20/2025

**AMENDMENT TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
RIVER CLUB CONDOMINIUM OF MARTIN COUNTY, INC.**

A quorum was established at a special Board meeting held on November 7, 2024 at 10:30AM. The following amendment changes were approved by owners of the River Club of Martin County. 142 ballots were counted at this meeting showing 122 owners in favor of this amendment, 20 owners opposed. There were 46 ballots not returned. Noting that 65% of eligible owner votes were in favor, and that the Board unanimously voted in favor (> 60%) the motion to amend the Declaration passed. To note, 86% of ballots tallied were in favor to pass this amendment. The amendment below has been constructed to replace sections 5.2, 5.3, and 5.4 found on pages 5,6 and 7 on the Second Amended and Restated Declaration. The entire Second Amended and Restated Declaration for River Club of Martin County Inc. was recorded on November 8, 2021 in the public records of Martin County, Florida Book 3270, Page 1669 consisting of 92 pages.

Amendment as follows:

5.2 BY THE UNIT OWNER. The responsibility of the unit owner shall be as follows:

- a. To maintain, repair, and replace at the unit owner's expense all portions of the unit, except the portions to be maintained, repaired, and replaced by the Association. This shall be done without disturbing the rights of other unit owners.
- b. The portions of a unit to be maintained, repaired, and replaced by the unit owner at the unit owner's expense shall include, but not be limited to, the following items: balcony and patio enclosures and/or modifications, air conditioning equipment for space cooling and heating serving the individual unit and all integral parts thereof, including, but not limited to, the compressor located adjacent to the Condominium Building; service equipment (a/k/a appliances), such as dishwasher, laundry, refrigerator, oven, and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes; and screens, glass, window frames, front entrance doors, glass doors, and glass door frames. All portions of a unit, including but not limited to, mechanical equipment installed or maintained by a unit owner shall be such that its operation will not cause annoyance to the occupants of other units.
- c. To maintain, repair, and replace all personal property within the unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains,

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Passed on November 7, 2024

drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit.

(1) **UNIT DOOR REPLACEMENT.** A unit owner shall maintain his or her unit's front entrance door in good condition and may replace his or her unit's front entrance door with either a solid flat door, substantially similar in appearance to the front entrance door as originally installed by the Developer, a six-panel door, or with an optional half-light door. Front entrance doors must meet all applicable building codes at the time such doors are installed and must comply with the requirements of Section 5.3 of this Declaration. Half-light doors may have glass panels which, if part of the door, shall be rectangular in shape and shall be located in the top half of the door. All replacement doors must be approved by the Board of Directors before installation and the Board of Directors may adopt, and from time to time amend, guidelines and standards indicating the color, materials, appearance, and design elements of replacement front entrance doors.

(2) **WINDOW REPLACEMENT.** A unit owner shall maintain his or her unit's windows in good condition and may replace his or her unit's windows with sliding windows, substantially similar in appearance to those windows as installed by the Developer, or with casement windows. Replacement windows must be aluminum or vinyl, dark bronze in color on the exposed exterior, and may have tinted, insulated, or hurricane impact glass. Replacement windows must be of the same size and configuration as the original window. Notwithstanding the foregoing, the window located in the front bedroom of phase two units may not be a casement window. This window may only be a slider due to its location. All replacement windows must be approved by the Board of Directors before installation, and the Board of Directors may adopt, and from time to time amend, guidelines and standards indicating the color, materials, appearance, and design elements of replacement windows. All window openings/apertures must comply with the requirements of Section 5.3 of this Declaration.

(3) **REQUIRED SOUNDPROOFING.** When installing new flooring other than carpet or vinyl in all second floor units, a soundproofing material must be installed between the sub-floor and the finished floor. All flooring to be installed in a second floor unit other than carpet or vinyl must be approved by the Board of Directors before installation, and the Board of Directors may adopt, and from time to time amend, guidelines and standards indicating the types of second floor unit soundproofing that is required.

d. To report promptly to the Association any defect or need for repairs for which the Association is responsible.

5.3 Notwithstanding anything in this Declaration to the contrary, for the purpose of protecting the common elements and units and reducing insurance costs, each unit owner must install, at his or her expense, hurricane protection for all apertures in the walls bounding his or her unit in the form of:

A) High Velocity Hurricane Zone (hereinafter referred to as "HVHZ") rated impact resistant doors and/or;

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- B) HVHZ rated impact resistant glass on windows, sliding glass doors, stationary glass walls, swing doors and/or;
- C) HVHZ rated impact resistant shutters exterior of otherwise non-impact rated windows or doors (Phase 1). Phase 2 units may not use shutters on front doors.

All hurricane protection must be installed within one (1) year of the effective date of this amendment or earlier if the unit is conveyed before one (1) year of the effective date of this amendment.

The Board of Directors shall adopt hurricane shutter specifications, which shall include color, style and other factors deemed relevant by the Board. Unit owners must comply with these specifications pursuant to Fla. Stat. §718.113(5). Each unit owner shall maintain, repair, and replace, as necessary, such hurricane protection at his or her expense. All hurricane protection must be installed, maintained, repaired, and replaced, so as to meet, at a minimum, the requirements of the Miami-Dade County Code. All references to impact resistant glass, doors or shutters shall include the substantive materials, as well as jambs, frames, locks and operating mechanisms, all of which shall be required to meet Miami-Dade County Code and as pursuant to Florida Statute §718.113(5).

5.4 When a unit is conveyed, the acquirer of title, within thirty (30) days, must confirm that the unit's existing hurricane protections comply with the requirements of this Section. If the existing hurricane protections do not comply, the acquirer must install hurricane protection that complies with the requirements of this Section within ninety (90) days of acquiring the unit. Hurricane protections must comply with any and all specifications adopted by the Board of Directors pursuant to Fla. Stat. §718.113(5).