

INDEX

This document contains the following:

1-3 | *Membership Budget Approval 2024*

4-5 | *Rules and Regulations*

6-54 | *Declaration*

55 | *Flood Policy*

56 | *Budget 2025*

57-68 | *Minutes 2023 to present*

69 | *Q&A*

NOTICE OF MEMBERSHIP MEETING THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.

TO ALL MEMBERS:

On Monday, December 18, 2023, at 5:00 PM, at The River's II 2nd Floor Meeting Area, 4015 SE 20th Place, Cape Coral, FL 33904, the Membership Meeting of the Association will be held for the purpose of approving the 2024 budget. A second membership meeting will be held in January (notices and date to follow) for the purpose of electing the 2024 Board and such other business as may lawfully be conducted.

Call in 720-527-5817, Access Code: 4224843. An identification of agenda items is as follows:

- | | |
|---|----------------------|
| 1. Registration | 6. Old Business |
| 2. Certify Quorum - Call to Order | 7. New Business |
| 3. Proof of Notice of Meeting | 2024 Budget Approval |
| 4. Reading of Minutes – Last Membership Meeting | 8. Adjournment |
| 5. Treasurer's Report | |

A copy of the proposed Budget has been included with the notice of the budget approval meeting.

As per the Association's Governing Documents, 12 of the Association Members, a quorum must be present, in person or by proxy, in order to conduct business at this Membership Meeting.

If you are unable to attend the Membership Meeting and wish to vote by Proxy, please note the following information about PROXIES:

1. A PROXY is for the purpose of appointing another person to vote for you as you specifically direct (except for non-substantive items) in the event that you might not be able to attend the meeting. It must be signed by all owners of the unit or the designated voter.
2. The Proxy should be submitted to OPM prior to the scheduled time of the meeting. It can be mailed to management in the enclosed "Proxy Return Envelope" or emailed to Brandy@OPMFL.com, either by you or your Proxy Holder. **It is encouraged that the Proxy be submitted as long before the meeting as possible, in order to avoid delay in registration.**
3. If you appoint a Proxy and later decide you will be able to attend the meeting in person, you may withdraw your Proxy when you register at the meeting. **Your proxy holder MUST be a member or a spouse of a member of the Association and MUST attend the meeting for your proxy to be valid.**
4. A Proxy may be revoked in writing or superseded by a later Proxy to another person. It may also be assigned (substituted) by the person designated on the Proxy to a third person, if the person you designate as Proxy decides that he or she will be unable to attend the meeting.
5. A Proxy Form is enclosed with this Notice for your use, if needed.

Again, please be sure to mail your Proxy or attend the Membership Meeting. Your representation is essential for business to be conducted at the meeting of members.

FOR THE BOARD OF DIRECTORS

Optimum Property Management

Enclosures

Posted and Mailed on or before:
November 17, 2023

**RIVERS II CONDOMINIUM ASSOC, INC
2024 PROPOSED BUDGET**

	<u>ESTIMATED 2023 YEAR END</u>	<u>2023 BUDGET</u>	<u>2024 BUDGET</u>	<u>2024 MONTHLY</u>	<u>2024 PER QTR</u>	<u>2024 PER UNIT</u>
APPRAISAL	375.00	375.00	375.00	31.25	93.75	15.63
BEACH PKWY ASSOC	110.00	110.00	110.00	9.17	27.50	4.58
BUILDING REPAIR & MAINT	18,639.88	11,736.50	13,000.00	1,083.33	3,250.00	541.67
CORP RENEWAL-STATE	61.25	62.00	62.00	5.17	15.50	2.58
DIVISION FEES-STATE	88.00	88.00	88.00	7.33	22.00	3.67
ELECTRIC	4,610.49	4,140.00	5,100.00	425.00	1,275.00	212.50
ELEVATOR TELEPHONE	624.16	600.00	625.00	52.08	156.25	26.04
ELEVATOR LICENSE	75.00	75.00	75.00	6.25	18.75	3.13
ELEVATOR MAINTENANCE	19,161.90	2,500.00	2,500.00	208.33	625.00	104.17
FIRE INSPECTION/	1,100.00	1,100.00	1,100.00	91.67	275.00	45.83
EXTINGUISHER MAINT	45.78		100.00	8.33	25.00	4.17
GROUNDS MAINT	555.72	1,500.00	1,500.00	125.00	375.00	62.50
INSURANCE - MASTER & FLOOD	50,141.53	58,310.00	65,000.00	5,416.67	16,250.00	2,708.33
IRRIGATION	4,828.47	1,000.00	1,000.00	83.33	250.00	41.67
JANITORIAL	7,713.00	8,700.00	8,700.00	725.00	2,175.00	362.50
JANITORIAL Services	1492.25					
LAWN MAINT	10,075.00	8,220.00	12,000.00	1,000.00	3,000.00	500.00
Fertilizer & Weed Abatement	125.00					
LEGAL	1,000.00	1,000.00	1,000.00	83.33	250.00	41.67
MANAGEMENT	5,930.00	5,016.00	9,000.00	750.00	2,250.00	375.00
MISCELLANEOUS SUPPLIES	56.25	225.00	225.00	18.75	56.25	9.38
OFFICE EXPENSE	425.37	350.00	500.00	41.67	125.00	20.83
PEST CONTROL:	-	500.00	500.00	41.67	125.00	20.83
POOL MAINTENANCE	2,965.00	2,700.00	3,000.00	250.00	750.00	125.00
POOL REPAIR	1,000.00	1,000.00	1,000.00	83.33	250.00	41.67
PUMP HOUSE MAINT/ Fire Sytem	387.59	500.00	400.00	33.33	100.00	16.67
TAXES / TAX PREP	150.00	150.00	200.00	16.67	50.00	8.33
TREE TRIMMING	1,200.00	1,000.00	1,000.00	83.33	250.00	41.67
TRASH	3,469.00	5,640.00	5,640.00	470.00	1,410.00	235.00
WATER/SEWER	11,856.89	12,000.00	12,000.00	1,000.00	3,000.00	500.00
OPERATING EXPENSES	148,262.52	128,597.50	145,800.00	12,150.00	36,450.00	6,075.00
Hurricane Ian	3,070.00		-			
New Money Market Savings			4,664.00	388.67	1,166.00	194.33
RESERVE FUNDING	37,020.47	37,020.50	40,000.00	3,333.33	10,000.00	1,666.67
TOTAL BUDGET:	188,352.99	165,618.00	190,464.00	15,872.00	47,616.00	7,936.00

2024 Estimated Budget:	145,800.00	12,150.00	36,450.00
Rainy Day Fund	4,664.00	388.67	1,166.00
Full Reserve Funding:	40,000.00	3,333.33	10,000.00
Recommended	190,464.00	15,872.00	47,616.00
Maintenance Fees #201 thru #406:	\$ 1,984.00		
Maintenance Fees #501 thru #504:	\$ 2,976.00		
	15.0%	^	

2023 Current	
Memo Dues:	Quarterly
Floors 2 - 4	\$ 1,725
Floor 5	\$ 2,588
	\$ 41,400

Proposed Increase %		15.0%
Quarterly	Total	Full Year
\$ 1,984	\$ 35,712	\$ 142,848
\$ 2,976	\$ 11,904	\$ 47,616
	\$ 47,616	\$ 190,464

LIMITED PROXY

The undersigned, owner(s) or designated voter of Apartment/Unit with an address of _____, in **THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.** (the "Association"), appoints:

(Check one)

- _____ a) Secretary of the Association, on behalf of the Board of Directors, or
_____ b) _____ (if you check (b), write in the name of your proxy).

* Failure to check either (a) or (b), or if both (a) and (b) are checked, or if (b) is checked, but you fail to write in the name of the proxy holder, shall be deemed an appointment of the Secretary of the Association as your proxy holder.

As my proxy holder to attend the Membership Meeting of **The River's II Condominium Association, Inc.**, to be held **December 18, 2023 at 5:00 P.M. at the 2nd floor meeting area of The River's II, 4015 SE 20th Place, Cape Coral, FL 33904**. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxy holder's authority is limited as indicated below:

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW.)

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1. 2024 BUDGET FOR THE RIVER'S II AS PRESENTED.

The Board of Administrators recommends voting **"IN FAVOR"**.

_____ IN FAVOR OF THE 2024 BUDGET
AS PRESENTED

_____ OPPOSED TO THE 2024 BUDGET
AS PRESENTED

Owner(s)/Designated Voter(s) Sign Here:

By: _____ By: _____
Print Name: _____ Print Name: _____
Date: _____ Date: _____

DO NOT USE BELOW THIS LINE UNLESS A SUBSTITUTION FOR APPOINTED PROXYHOLDER IS BEING DESIGNATED.

SUBSTITUTION OF PROXYHOLDER

The undersigned, appointed as proxyholder above, designates _____ to substitute for me in voting the proxy set forth above.

Signature of Proxyholder _____ Print Name of Proxyholder _____ Date _____

THIS PROXY IS REVOCABLE BY THE APARTMENT/UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

an condition immediately before the loss; in the case of substantial damage the services of a registered architect shall be engaged relative to such repairs.

F. Deficiencies

In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Administrators shall assess each owner his prorated share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

X. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists upon the land:

A. Apartments

Each of the apartments shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

B. Common Elements

The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments. Common walks, stairways, and other common areas shall not be obstructed, littered, defaced or misused in any manner; the balconies, porches, terraces and stairways shall be used only for the purposes intended, and they shall not be used for hanging garments or other objects or for cleaning of rugs or other household items.

C. Pets

Usual household pets in the possession of the original owner at the time of purchase are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. However, owners will not be permitted to replace pets who have died or otherwise been disposed of, nor to acquire additional pets following their purchase. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators.

D. Children

No minor under the age of twelve (12) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play on the stairways, nor shall children under the age of twelve (12) years be allowed in any of the common element areas unaccompanied by an adult.

E. Exterior

No exterior curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Administrators. An owner

shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including but not limited to radio and television antennae, shall first require the approval of the Board of Administrators. Repairs, screening and screening supports shall be at owner's expense, unless covered by Association insurance policy.

F. Carpeting

All apartments shall have the floors covered with wall-to-wall carpeting, except in bathrooms, kitchens and utility rooms.

G. Alterations

No structural changes or alterations shall be made in any apartment without prior approval of the Board of Administrators, in writing, and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said unit, and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

H. Nuisances

No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

I. Lawful Use

No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

J. Leasing

By use of an approved lease, entire apartments may be rented provided the occupancy is only by the lessee and his family, their servants and guests. No rooms may be rented except as a part of an apartment or to another apartment owner, and no lease will be permitted for less than ninety (90) days.

K. Taxes

Real estate taxes against any apartment and personal property taxes on the furnishings shall be paid separately by the owner when the same become due and payable.

L. Regulations

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administrators of the Associa-

CONDOMINIUM DECLARATION

OF

THE RIVER'S II CONDOMINIUM

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THIS CONDOMINIUM DECLARATION, made and executed by LARRY KIRBY, Trustee, hereinafter called the Developer, for itself, its successors, grantees and assigns, and the said Developer does here submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth and makes the following declarations:

I. PURPOSE

The purpose of this Declaration is to submit the lands described and improvements described to be constructed thereon to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof, herein called the "Condominium Act".

A. Name

The name by which this condominium is to be identified is: THE RIVER'S II CONDOMINIUM, and its address is 4015 S.E. 20th Place, Cape Coral, Lee County, Florida.

B. The Land

The lands owned by the developer which are hereby submitted to the condominium form of ownership are all situated in Lee County, Florida, and described in Exhibit "A" attached hereto.

II. DEFINITIONS

The terms used herein and in the Bylaws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment

Apartment means units as defined by the Florida Condominium Act.

B. Apartment Owner

Apartment owner means unit owner as defined by the Florida Condominium Act.

C. Association

The Association means the entity responsible for the operation of the condominium, to-wit: THE RIVER'S II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and its successors.

D. Bylaws

Bylaws mean the Association Bylaws for the government of the condominium as they exist from time to time.

E. Common Elements

(a) The portions of the Condominium Property which are not included within the Units.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services of Units and the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of the Building.

RECORDED - 04/01/1981, CLERK
BY: C. L. WOOD, D.C.

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(e) Any other parts of the Condominium Property designated as Common Elements in this Declaration or in any amendments or exhibits hereto.

F. Common Expense

Common expense means those expenses for which unit owners are liable to the Association, including but not limited to the expenses of administration, maintenance and operation, repair and replacement of common elements and such other expenses as may be declared common expenses either by this Declaration or the Association.

G. Common Surplus

Common surplus means the excess of all receipts of the Association including but not limited to assessments, rents, profits, and revenues on account of the common elements, over the amount of the common expenses.

H. Condominium

Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

I. Condominium Parcel

Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

J. Condominium Property

Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

K. Limited Common Elements

Limited common elements mean and include those common elements which are reserved for the use of a particular unit or units to the exclusion of other units.

L. Record Owner

Record owner means fee simple owner as reflected by the Lee County records, or records of the Association.

M. Singular, Plural Gender

Whenever the context so permits, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall be deemed to include all genders.

N. Unit

"Unit" shall be synonymous with "Apartment."

III. DEVELOPMENT PLAN

The condominium is being developed in the following manner:

A. Survey and Plot Plan

The survey and plot plan which is attached hereto as Exhibit "B" shows the Condominium Property and describes each unit, the common elements and their relative location and approximate dimensions.

B. Floor Plan and Unit Identification

The floor plan of the existing buildings and unit identification by letter, numeral or a combination thereof is attached hereto as Exhibit "C".

C. Alteration of Apartment Plans

Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

D. Amendment of Declaration

The developer reserves the right to amend the Declaration of Condominium to effect of record the completion of the Condominium Property as well as the description of the apartment units. Such completion shall be shown by a certificate of surveyor in the form required and, when appropriate, certification by an architect or engineer authorized to practice in the State of Florida that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such amendment to this Declaration of Condominium need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lessors, lienors or mortgagees of apartments of the condominium whether or not elsewhere required for an amendment.

IV. PROPERTY INTERESTS

A. Easements

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

1. Utilities. Easements through the apartments and other common areas for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to other apartments and the common elements provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owners.

2. Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and occupant, their respective guests and invitees, shall exist for pedestrian traffic over, through and across side walks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use (if any); and for vehicular and pedestrian traffic over, through and across such portions of the Com-

mon Elements as from time to time may be paved and intended for such purposes (if any). None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

3. General Easements. Easements for ingress, egress, support, maintenance, repair, replacement and utilities.

4. Air Space. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

5. Perimeter Walls. Easements or encroachments by the perimeter walls, ceiling and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

6. Troughs and Gutters. Easements or overhanging troughs or gutters, downspouts and discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

B. Apartment - Boundaries

Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

1. Horizontal Boundaries. The upper and lower boundaries of the apartment shall be:

a. Upper boundary - apartments next to roof: The plane of the underside of the roof above.

b. Upper boundary - other apartments: The plane of the under surfaces of the slab or floor above.

c. Lower boundaries - upper floor apartments: The plane of the upper surface of the concrete floor slabs.

d. Lower boundaries - ground floor apartments: The upper surface of the concrete floor slabs.

2. Vertical Boundaries. The vertical boundaries of the apartment shall be:

a. Exterior building walls - the interior plane of the outside concrete or block walls of the apartment building bounding an apartment and where there is attached to the building a balcony, porch, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.

b. Interior building walls - the center line of the wall bounding the apartment.

3. Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, conversation pits and skylights, such bound

aries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framings and casing therefor, shall be included in the boundaries of the Unit.

C. Common Elements

All of the real property heretofore described, less and excepting therefrom the apartments hereinabove referred to, is described and referred to herein as the "common elements" which definition shall include the multi-family structures and the property on which they are located and specifically includes but is not limited to the land, roof, main walls, slabs, stairways, walk ways, gardens, pumps, generators, water tanks, trees and shrubs, utility lines, guest parking facilities, swimming pool and equipment.

D. Parking Spaces and Storage Lockers

The covered parking spaces and storage lockers may be assigned by the Association and upon assignment shall be "Limited Common Elements".

E. Boat Docks

There will be 350 lineal feet of boat dock space available. It will accommodate vessels up to 35 feet in length but not less than 18 feet in length.

1. Assignment. Dock spaces will be assigned by the developer to unit owners.

2. Transferability and Rentals. Dock spaces may be transferred or rented to new unit owners or an existing unit owner only. Non unit owners may not own or rent dock space.

3. Repairs. Repairs to dock spaces will be the responsibility of the assignee.

V. UNDIVIDED SHARES

A. Appurtenances to Each Apartment

For the purpose of this Declaration, the ownership of each apartment shall include as an appurtenance the percentage of common elements as listed on the attached Exhibit "D".

B. Common Expenses and Shares of Common Surplus

Each apartment owner shall be liable for its proportionate share of the common expenses and shall be entitled to its proportionate share of the common surplus according to the percentage listed on Exhibit "D". The foregoing right to a percentage of the common surplus does not include the right of withdrawal therefrom.

VI. MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

A. Apartments

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

a. Support: All portions of an apartment, except interior surfaces contributing to the support of the apartment buildings, which por-

tions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls; all glass windows and doors.

b. Utility: All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

c. Work Damage: All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

2. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

a. Maintenance: To maintain, repair and replace at his expense all portions of his apartment (except the portions to be maintained, repaired and replaced by the Association), which portions shall include but not be limited to individual heating and cooling units including compressors; and, the repair or replacement of screening and screening supports on owner's individual porch unless covered by condominium insurance policy.

b. Exterior: Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

c. Report: To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

B. Common Elements and Limited Common Elements

The maintenance and operation of the common elements and limited common elements shall be the responsibility and expense of the Association.

VII. ASSESSMENTS

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share

Each apartment owner shall be liable for its proportionate share of the common expenses and shall be entitled to its proportionate share of the common surplus according to the percentage listed on Exhibit "D"; however, the apartment owner, by virtue of the above, shall not be deemed vesting or creating a right of withdraw or receive distribution of this share of the common surplus.

B. Due

All assessments shall be due and payable by the members upon receipt of notice of same, and shall be paid to the Association. Any assessment more than 60

days past due shall bear interest at the rate of ten percent (10%) per annum the due date thereof until paid. Joint owners of an apartment shall be jointly and severally liable for any assessment against any apartment. Should any assessment remain unpaid for 60 days after due notice of same, then the Board of Administrators or the Treasurer shall send notice of the default to such delinquent owner(s) by certified mail, return receipt requested, at the last address furnished by such owner(s) to the Association. In the event that such default continues for an additional 30 days, then the Board of Administrators shall, without further notice or demand, take such action as it deems necessary to collect the amount so due.

C. Claim of Lien

Each assessment, regular or special made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interests herein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall be effective from and after the time of recording in the Public Records in the county in which the condominium parcel is located by a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. No lien shall continue for a longer period than one (1) year after the Claim of Lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction.

D. Collection

The Board of Administrators of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and/or foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorney's fees incident to the collection of such lien. In any lien foreclosure, the condominium parcel and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against such bid sums due the Association for assessments, interest and collection costs. In the event of a foreclosure action, the unit owner shall be required to pay a reasonable rent for the unit, if authorized by the Court, for the period beginning with the initial default and ending with satisfaction of all amounts owed.

E. Priority

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage, but not to

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any other mortgage. The Association shall maintain a register of institutional first mortgages. A copy of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage, or a mortgage held by a real estate investment trust shall be sent to the mortgagee.

F. Mortgagee

If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the condominium parcels, including such acquirer, his successors and assigns.

G. First Mortgage

Where an institutional first mortgage by some circumstances fails to be a first mortgage ut it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an institutional first mortgage.

H. Mortgage Approval

No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to bank, life insurance company, a federal savings and loan association, real estate investment trust, the Federal National Mortgage Association (FNMA), or the Federal Home Loan Mortgage Corporation. The approval of any other mortgages will be upon conditions determined by the Association and will not be arbitrarily withheld.

VIII. THE ASSOCIATION

The operation of the condominium shall be by the THE RIVER'S II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and shall fulfill its functions pursuant to the following conditions:

A. Name

The name of the Association shall be the THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.

B. Powers

The Association shall have all of the powers and duties set forth in the Condominium Act and any granted by statutory or common law, and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the Bylaws as they may be amended from time to time.

C. Members.

1. Qualification. The members of the Association shall consist of all of the record owners of apartments.

2. Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a Deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a copy of such recorded instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

D. Voting Right

The members of the Association shall be entitled to cast one vote for each apartment owned by them.

1. Designation of Voting Representative. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

2. Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

E. Limitation of Liability

The liability of any member is limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

F. Restraint Upon Assignment of Shares in Assets

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's apartment.

G. Board of Administrators

The affairs of the Association shall be conducted by a board of five administrators who shall be designated in the manner provided in the Bylaws.

H. Indemnification

Every administrator and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been an administrator or officer of the Association, or any settlement thereof, whether or not they are an administrator or officer at the time such expenses are incurred, except in such cases wherein the administrator or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of their duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Administrators approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such administrator or officer may be entitled.

I. Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repairs by the Association, or by the elements or other owners or persons.

J. Bylaws

The Bylaws of the Association shall be in the form attached hereto as Exhibit "E".

K. Articles of Incorporation and Agent

The Articles of Incorporation of the Association and the designation and acceptance of the agent for service of process are attached hereto as Exhibit "F".

IX. INSURANCE

In order to adequately protect the condominium complex and its several owners against the elements and other insurable risks, the following provisions shall govern as to insurance:

A. Authority to Purchase Insurance

1. General. The Board of Administrators is hereby authorized to purchase insurance for the benefit of the Association, each apartment owner and their respective mortgages, all as their respective interest may appear; and with provisions to issue certificates of insurance as may be required by mortgagees and/or owners;

2. Cost. The cost of all insurance so purchased shall be paid by the Association as a normal operation expense; and

3. Owners. Owners shall obtain any desired insurance on their own personal property, for their personal liability and for additional living costs, all at their own expense; such personal liability insurance should contain a waiver of subrogation as to the Association and other apartment owners.

B. Physical Damage Insurance Coverage

1. Fire. Fire insurance with extended coverage and vandalism and malicious mischief endorsements shall be obtained by the Board of Administrators covering all buildings and improvements on the condominium complex including personal property that is a part of the common elements, (but excluding personal property, additions and/or alterations installed by the owners, floor coverings, wall coverings or ceiling coverings), together with all air conditioning and other service machinery and equipment.

2. Coverage. The amount of coverage shall be the full replacement value of the buildings without deduction for depreciation.

3. Insured. The named insured shall be the Association, the owners of all apartments and mortgagees of record, all as their respective interests may appear.

4. Mortgagee. The policy or policies shall contain a standard mortgage clause in favor of each mortgagee of an apartment, providing for payment of loss thereunder to such mortgagee as its interest may appear, subject to loss payment provisions provided elsewhere herein.

5. Machinery. Machinery insurance in the amounts and for the coverage as determined and recommended after a survey of such hazards by an insurance company or other competent engineer.

6. Glass. Plate glass insurance to cover exterior glass.

7. Provisions. All policies of physical damage insurance should preferably contain:

a. Subrogation. Waiver of subrogation as to the Association, its officers and agents, all owners of apartments and their families, servants and guests.

b. Co-insurance. Waiver of defense based upon co-insurance.

c. Act of Insured. Waiver of defense based upon invalidity resulting from any act of the insured.

d. Notice. The policy may not be cancelled or substantially modified without at least ten days' prior written notice to the insured and all mortgagees.

8. Delivery. The original and duplicate originals of physical damage policies, and all renewals thereof, shall be delivered to the Board of Administrators and to each mortgagee at least ten days prior to expiration of the then current policies; when required, proof of payment of premiums may be submitted therewith.

9. Amount. Prior to obtaining any physical damage policy, the Board of Administrators shall obtain an appraisal of the full replacement value of the buildings and other land improvements, including all apartments and all common elements, without deduction for depreciation, to determine the amount of insurance to be carried.

C. Liability, Casualty and other Insurance

Public liability insurance covering the Association, each member of the Board of Administrators, any other employees of the Association, and all owners of apartments (for other than their own personal liabilities) in the amount of not less than \$300,000.00 for bodily injury and property damage, to one person or to more than one person or to property arising out of a single event, such a policy should:

1. Cross Claims. Cover cross liability claims of one insured against another.
2. Subrogation. Cover waiver of subrogation as to owners, their families, servants and guests.
3. Water. Cover water damage legal liability.
4. Occurrence. Cover on an "occurrence" basis.
5. Co-Insurance. Stipulate that coverage is not affected or diminished by any person of any insurance carried separately by an owner of any apartment.
6. Other. Provide such other coverage as the Board of Administrators may deem advisable.

D. Insurance Loss Proceeds

1. Trustee. The insurance trustee shall be a bank with its principal place of business in Lee County, Florida, to be named by the Board of Administrators, and which may be changed from time to time by the Board.
2. Fees. Fees and expenses of such trustee shall be considered a common expense of the Association and paid as such.
3. Duty. The duty of the trustee shall be only to receive the proceeds and to hold and disburse the same for the benefit of the insured, any mortgagees and owner pursuant to the provisions of this paragraph.
4. Proceeds. The proceeds shall first be applied to the Trustee fees and expenses, and then to the cost of reconstruction and repairs. Any remainder shall be paid to the owners and their mortgagees as their respective interests may appear.
5. Adjustment. irrevocably appointed as agent for each owner of an apartment and for each mortgagee to adjust all claims and to execute and deliver releases upon payment of claims; this appointment shall not apply to the settlement of claims relative to any owner's personal property or to any additions and/or alterations installed by the owners.
6. Small Loss. In the event any insured loss does not exceed \$5,000.00, then the proceeds in settlement thereof shall be paid directly to the Association for the purpose of repairing, restoring, or rebuilding the damaged areas.

E. Repairs.

So long as one-half of the total apartments are habitable after a casualty, the loss shall be deemed partial and shall be repaired. Repairs shall be under the control and supervision of the Board of Administrators and shall be such as to restore the building and other improvements as much as possible to their state

an condition immediately before the loss; in the case of substantial damage the services of a registered architect shall be engaged relative to such repairs.

F. Deficiencies

In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Administrators shall assess each owner his prorata share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

X. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists upon the land:

A. Apartments

Each of the apartments shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

B. Common Elements

The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments. Common walks, stairways, and other common areas shall not be obstructed, littered, defaced or misused in any manner; the balconies, porches, terraces and stairways shall be used only for the purposes intended, and they shall not be used for hanging garments or other objects or for cleaning of rugs or other household items.

C. Pets

Usual household pets in the possession of the original owner at the time of purchase are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. However, owners will not be permitted to replace pets who have died or otherwise been disposed of, nor to acquire additional pets following their purchase. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators.

D. Children

No minor under the age of twelve (12) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play on the stairways, nor shall children under the age of twelve (12) years be allowed in any of the common element areas unaccompanied by an adult.

E. Exterior

No exterior curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Administrators. An owner

OR2019

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shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including but not limited to radio and television antennae, shall first require the approval of the Board of Administrators. Repairs, screening and screening supports shall be at owner's expense, unless covered by Association insurance policy.

F. Carpeting

All apartments shall have the floors covered with wall-to-wall carpeting, except in bathrooms, kitchens and utility rooms.

G. Alterations

No structural changes or alterations shall be made in any apartment without prior approval of the Board of Administrators, in writing, and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said unit, and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

H. Nuisances

No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

I. Lawful Use

No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

J. Leasing

By use of an approved lease, entire apartments may be rented provided the occupancy is only by the lessee and his family, their servants and guests. No rooms may be rented except as a part of an apartment or to another apartment owner, and no lease will be permitted for less than ninety (90) days.

K. Taxes

Real estate taxes against any apartment and personal property taxes on the furnishings shall be paid separately by the owner when the same become due and payable.

L. Regulations

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administrators of the Associa-

OR2019

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tion, provided, however, that all such regulations and amendments thereto shall be approved by a majority of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

M. Developer Proviso

Provided, however, that until developer has completed and sold all of the existing apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sales of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sales, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

XI. LIMITATION UPON CONVEYANCE OF OWNERSHIP

In keeping with the policy of maintaining a community of congenial residents, and for the benefit of all residents and owners of apartments in the condominium, the conveyance, sale and mortgaging of an apartment by any owner other than the Developer shall be subject to the following restrictions:

A. Right of First Refusal

No apartment owner may convey, sell, lease, give, encumber, or transfer title to an apartment owned by him, except as otherwise herein provided, without approval of the Board of Administrators of the Association. The Association reserves the right to first refusal on any such proposed sale, transfer or encumbrance and shall be given thirty (30) days' written notice in which to make its election.

B. Notice

In the event the owner of an apartment shall desire to sell, lease or make a gift of the apartment owned by him or any interest therein, he shall give written notice to the president or in his absence, the vice president, or in his absence the secretary, or in his absence any administrator of the Association or in their absence the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract.

C. Board Action

Upon such notice, the Board of Administrators of the Association shall, within thirty (30) days of such mailing, consider the request for transfer, at a meeting open to any member of the Association, at which time the owner proposing to make the transfer herein provided shall have the opportunity to be heard. The Board of Administrators, in making its decision, shall consider among other things, but not limited to, the effect of such transfer upon the value of the apartments in the condominium, and the effect that a refusal to grant such request will have upon the owner seeking the transfer. The request for transfer shall not be unreasonably delayed.

D. Appeal

The decision of the Board of Administrators may be appealed to the membership of the Association, and in such event the owner seeking such appeal shall notify the Board of Administrators, through any of its officers, in writing, within five (5) days after its decision and a meeting of the Association shall be called for such purpose within thirty (30) days after such notice.

E. Disapproval

In the event the Board of Administrators or the Association shall fail to approve any proposed sale or transfer, the Association shall, upon written request by the owner, provide the owner with a purchaser within ninety (90) days thereof, from the date of such final disapproval, which purchaser shall purchase the same terms as the purchaser proposed by the owner desiring to sell.

F. Fair Market Value

If the Association or the Board of Administrators shall deem that the proposed sale does not represent the fair market value of the property, at the election of the Association, the price to be paid shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the said Association who shall be paid by the purchaser.

G. Duration

The option granted to the Association shall not extend beyond twenty (20) years from the date of the recording of this Declaration.

H. Exceptions

The provision of this paragraph relating to restriction upon resale shall not apply to any insurance company, bank, federal savings and loan association, corporate mortgagee, of real estate investment trust in the event of a sale to such mortgagees, sales by mortgagees after quieting title or at foreclosure sale. There is further excepted from the provisions of this paragraph any public sale at open bidding as may be provided by law and any transfer to an approved purchaser.

1. Mortgagee. Any mortgagee who acquired title to any apartment shall be considered an approved purchaser and the subsequent purchaser from such a mortgagee shall be considered an approved purchaser.

2. Immediate Family. The transfer by an owner to his spouse or to another member of his immediate family who customarily resides in the apartment with such owner by deed or Last Will and Testament, shall be considered a transfer to an approved purchaser.

3. Corporation. The transfer by an owner to a corporation in which he and/or the members of his immediate family have a majority or controlling interest, or from such a corporation to the individual, all without any change in occupancy, shall be considered a transfer to an approved purchaser. In

the event of transfer to a corporation, the corporation shall furnish the names and addresses of the persons who will be occupants of the apartment who shall each be subject to approval by the Board of Administrators; the sale of an apartment through sale of stock of the corporate owner thereof shall not authorize any change in occupants, and any change in occupancy resulting from such sales shall be first approved by the Board of Administrators.

4. Other Owner. The transfer by an owner to the owner of another apartment shall be considered a transfer to an approved purchaser.

5. By Decedent. In case of the death of the owner of an apartment, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said apartment; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the apartment, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his apartment to some designated person or persons other than his surviving spouse or member of his family, or if some other person is designated by such decedent's legal representative to receive the ownership of the apartment, the Board of Administrators of the Association shall within thirty (30) days after written request to do so, accompanied by proper evidence of rightful designation, express its refusal or acceptance as owner of the apartment the individual or individuals so designated. Procedures shall in all other respects be the same as the provisions of the Declaration of Condominium.

I. Effect of Noncompliance

Any sale and/or lease contrary to the provisions of Declaration of Condominium and Bylaws shall be void and may be ignored by the Board of Administrators in dealing with the apartment involved. The failure by the Association or any apartment owner to enforce any rights contained in the Declaration or Bylaws, shall not constitute a waiver of the right to do so thereafter.

XII. COMPLIANCE AND DEFAULT

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Bylaws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure to apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence

An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests employees, agents, or lessees, but only to the extent

that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

B. Costs and Attorney's Fees

In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, Bylaws and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

C. No Waiver of Rights

The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIII. TERMINATION

The condominium created hereby shall cease to exist as a condominium when:

A. Major Damage

There is a destruction of improvements by fire or other casualty in such manner that the apartment building shall not be reconstructed because of major damage as elsewhere herein provided.

B. Election

All the apartment owners together with the holders of all recorded liens elect to terminate the condominium. Evidence of such termination shall be by resolution of the Association recorded in the public records of Lee County, Florida, and at such time each owner of an apartment shall deliver to the Association his deed of conveyance for his apartment in which the Association is named as Grantee; the Board of Administrators shall then proceed to dispose of all the property of the Association, upon terms satisfactory to the owners and recorded lienholders, and the proceeds remaining after such disposition shall be paid to the owners and recorded lienholders in accordance with each owner's interest; any lienholder shall be paid in full before any payment is made to the owner of the encumbered apartment; should any owner fail for any reason to execute and deliver the required deed of conveyance, the Board of Administrators shall have the authority to compel compliance in a court of equity. Except as to matters contained in the Bylaws of the Association, this Declaration shall not be revoked nor any of the provisions herein amended unless all of the owners of the apartments and all of the mortgagees holding mortgages covering the apartment unanimously agree to such revocation or amendment by duly recorded instrument. Each and every owner of an apartment shall comply with the provisions of this Declaration and of the Bylaws of the Association, which are attached as Exhibit "E", and by

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this reference incorporated herein, including any amendments to such Bylaws lawfully adopted; and failure to comply with the same shall be grounds for an action to recover such sums due for damages or for injunctive relief.

XIV. AMENDMENTS

This Declaration of Condominium and the Bylaws may be amended in the following manner as well as in the manner elsewhere provided:

A. By The Developer. The Developer, during the time it is in control of the Board of Directors of the Association, may amend this Declaration, the Articles or the By-Laws to correct an omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing.

B. Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

C. Resolution

A resolution adopting a proposed amendment may be proposed by either the Board of Administrators of the Association or by the members of the Association. Administrators and members not present at the meetings considering the amendment may express their approval in writing, providing that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

D. Agreement

In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of the apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Lee County, Florida.

E. Limitations

Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance", unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment.

F. Execution

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the

officers of the Association with formalities of a deed. The amendment is to be recorded in the Public Records of Lee County, Florida.

XV. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration of Condominium and the Bylaws and regulations of the Association shall not affect the validity of the remaining portion thereon.

XVI. PROVISIONS PERTAINING TO DEVELOPER

For so long as the Developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect:

A. Reserved Rights

1. Construction; Maintenance. The Developer (including its designees and contractors) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonable interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

2. Sales Activity. For as long as there are any unclosed Units, the Developer and its designees shall have the right to use any such Units and the Common Elements (including, but not limited to, all recreational facilities) in order to establish, modify, maintain and utilize, as it and they deem appropriate, model apartments and sales and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model apartments and the Common Elements to prospective purchasers and tenants of Units, erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and take all other action helpful for sales, leases and promotion of the Condominium.

B. Appointment

For so long as the Developer owns more than 85% of the total apartments, the Developer shall reserve the right to appoint all of the members of the Board of Administrators and such members need not be residents of the condominium.

C. Control

When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administrators of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administrators of the Association three (3) years after sales

OR2019

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by the Developer have been closed on fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units that will be operated ultimately by the Association or when all of the units that will be operated ultimately by the Association have been completed, and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Administrators of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

D. Notice

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member of the Board of Administrators of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose.

E. Guarantee of Assessment

The Developer, pursuant to Florida Statute 718.116 (8)(b), shall guarantee that the assessment for the common expenses of the condominium unit shall not be increased over the sum of \$89.77 for 4.166% per apartment unit, \$179.51 for 8.334% per apartment unit and \$134.81 for 6.256% per apartment unit from the issuance of the Certificate of Occupancy from the City of Cape Coral until September 1, 1988. The Developer further guarantees that it will pay any and all amounts of common expenses incurred up to that date, and will pay from its own funds all of the common expenses incurred which are not produced by the guaranteed level assessment collected from apartment owners.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 29th day of August, 1988.

Signed, sealed and delivered
in the presence of:

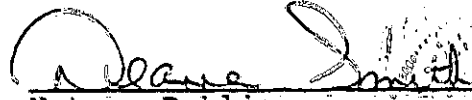
Deane Smith

Larry Kirby
LARRY KIRBY, TRUSTEE

James R. Cattell

STATE OF FLORIDA }
 }§
COUNTY OF LEE }

I HEREBY CERTIFY that on this 29th day of August,
1988, before me, a Notary Public duly authorized in the State
and County named above to take acknowledgments, personally appeared
LARRY KIRBY, TRUSTEE, to me known to be the person described in and
who executed the foregoing Declaration of Condominium and
acknowledged before me that he executed same.



Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 12, 1989
BOROED THRU GENERAL INS. UND.

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This instrument was prepared by:
JAMES L. COTTRELL, Attorney at Law
P.O. Box 767, Cape Coral, FL 33910

JOINDER OF MORTGAGEE

ROBERT TOMASSO, of SUN BANK OF LEE COUNTY, N.A., a banking institution organized under the laws of the State of Florida, called Mortgagee, the owner and holder of a mortgage upon the following lands in Lee County, Florida:

A portion of Tracts N and P, Block 381, CAPE CORAL SUBDIVISION, Unit 7, in Section 8, Township 45 South, Range 24 East, according to the plat thereof as recorded in Plat Book 12, at Pages 101 thru 128 inclusive, Public Records of Lee County, Florida. Said portion being more particularly described as follows:

Begin at the Southwest corner of said Tract P; thence N.15°W., 38.00 feet; thence N.75°E., 100.00 feet; thence N.25°23'45"E., 137.53 feet; thence N.0°17'19"E., 154.00 feet to an intersection with the centerline of an existing concrete seawall; thence S.89°42'41"E., along said centerline 93.31 feet to the beginning of a curve concave to the Southwest having for its elements a central angle of 74°17'40" and radius of 25.00 feet; thence along said curve and centerline 32.42 feet; thence S.15°25'01"E., along the centerline of said seawall 262.76 feet; thence S.75°W., 340.06 feet to an intersection with the Westerly boundary of said Tract "N"; thence N.15°W., 20.00 feet to the point of beginning. Containing 1.32 acres more or less.

which mortgage is dated August 25, 1987, and is recorded in Official Records Book 1938, Page 4379, of the Public Records of Lee County, Florida, consents in the making of the foregoing Declaration of Condominium.

DATED this 23rd day of August, 1988.

Signed, sealed and delivered
in the presence of:

SUN BANK OF LEE COUNTY, N.A.

[Signature]

BY:

[Signature]
Robert Tomasso

(CORP SEAL)

[Signature]

STATE OF FLORIDA]
] \$
COUNTY OF LEE]

BEFORE ME, personally appeared ROBERT TOMASSO, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of SUN BANK OF LEE COUNTY, N.A., a banking institution organized under the laws of the State of Florida, and duly acknowledged to and before me that he executed such instrument as Vice President of SUN BANK OF LEE COUNTY, N.A., and that the seal affixed to the foregoing instrument is the seal of said banking institution, and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act of said banking institution.

WITNESS my hand and official seal the 23rd day of August, 1988.

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 13, 1991
BONDED THREE THOUSAND DOLLARS

(SEAL)

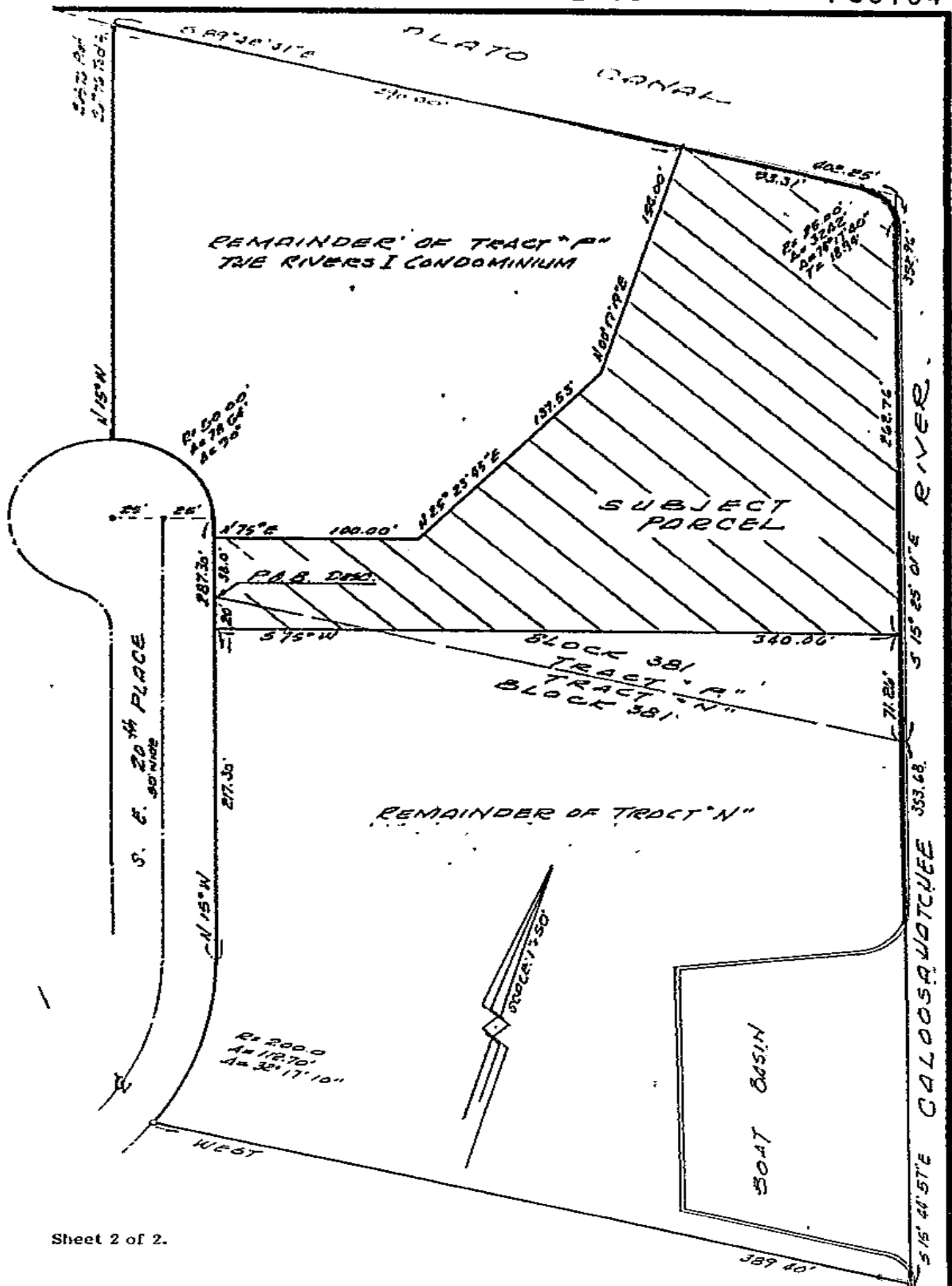
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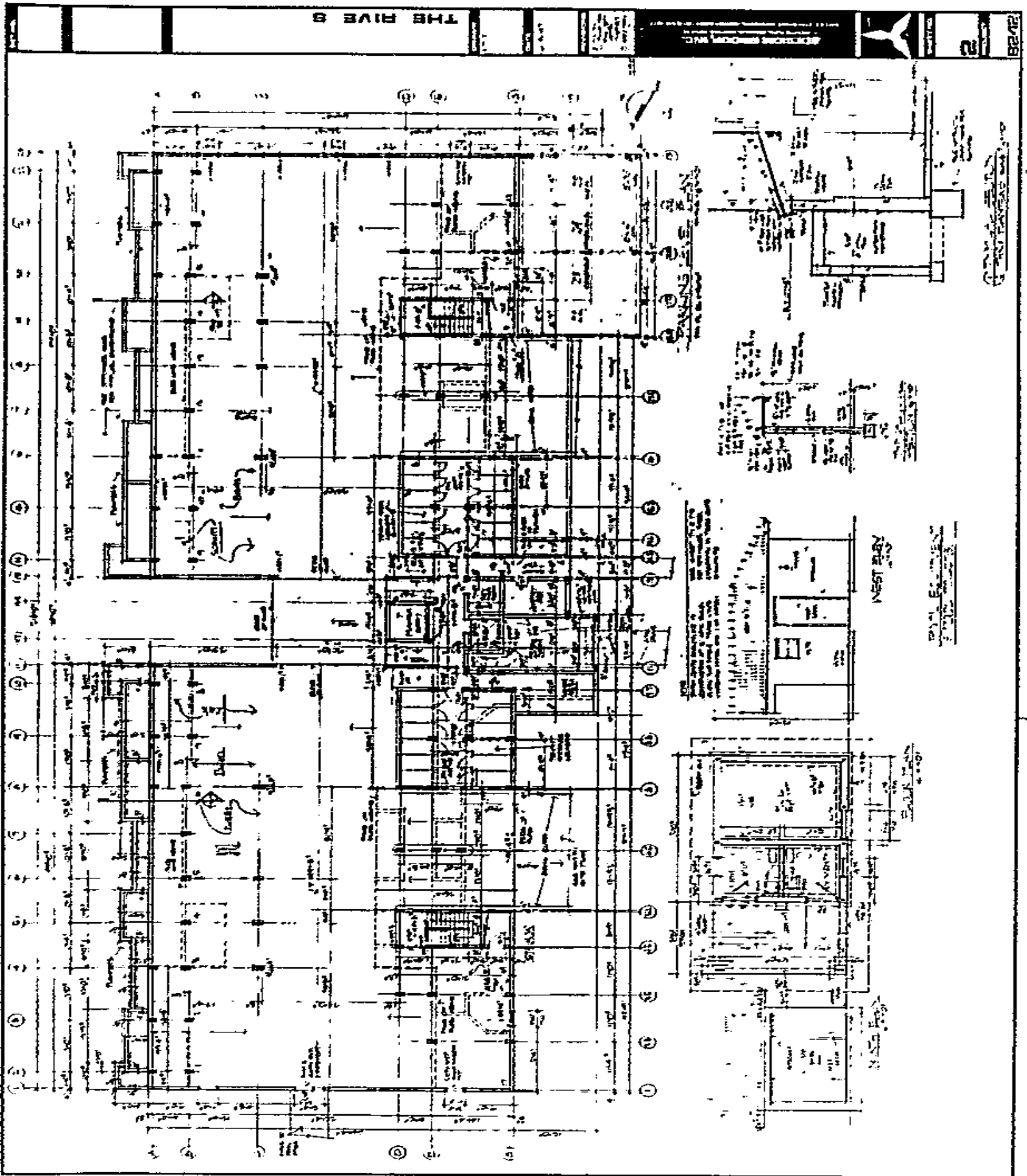
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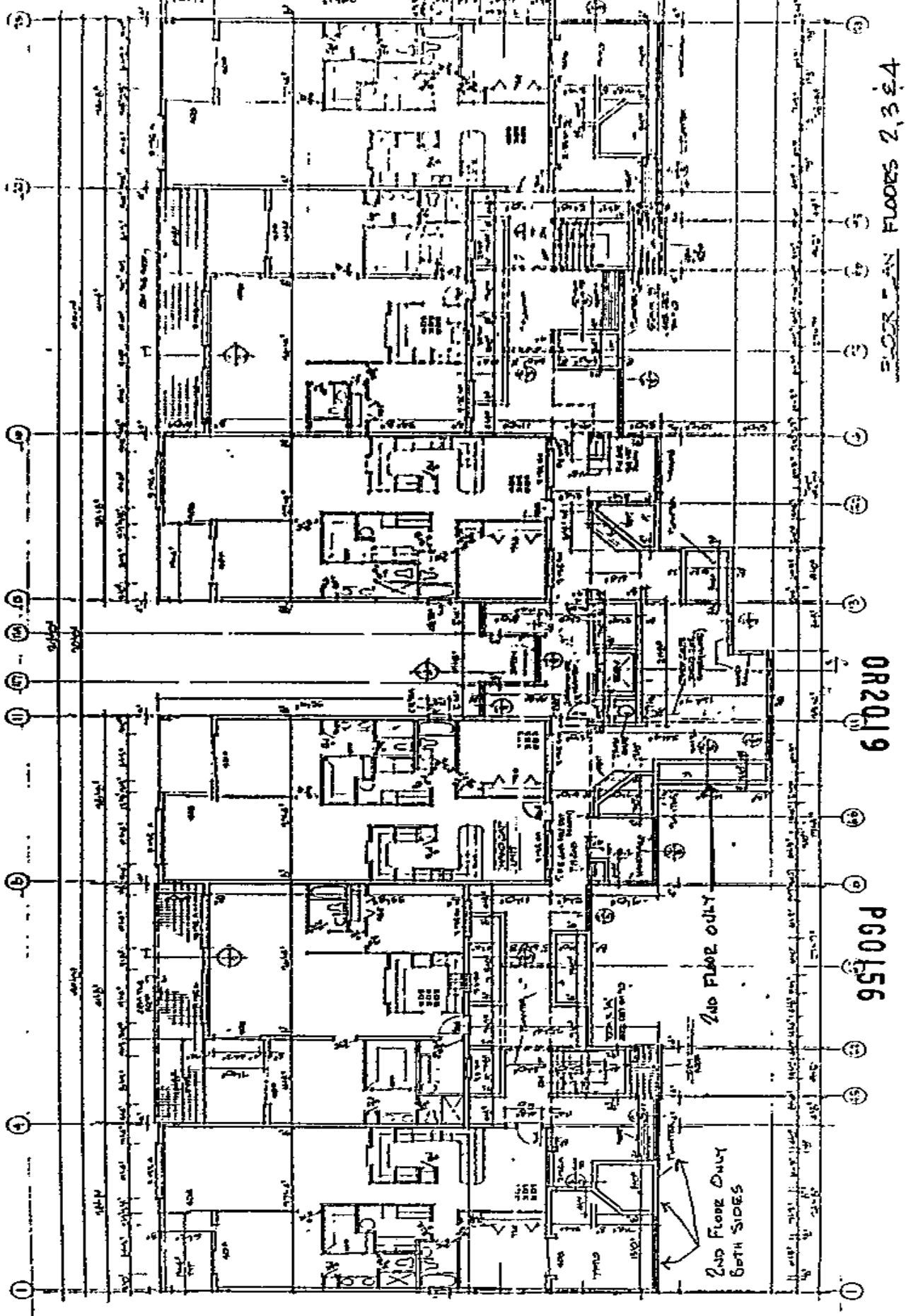
LEGAL DESCRIPTION

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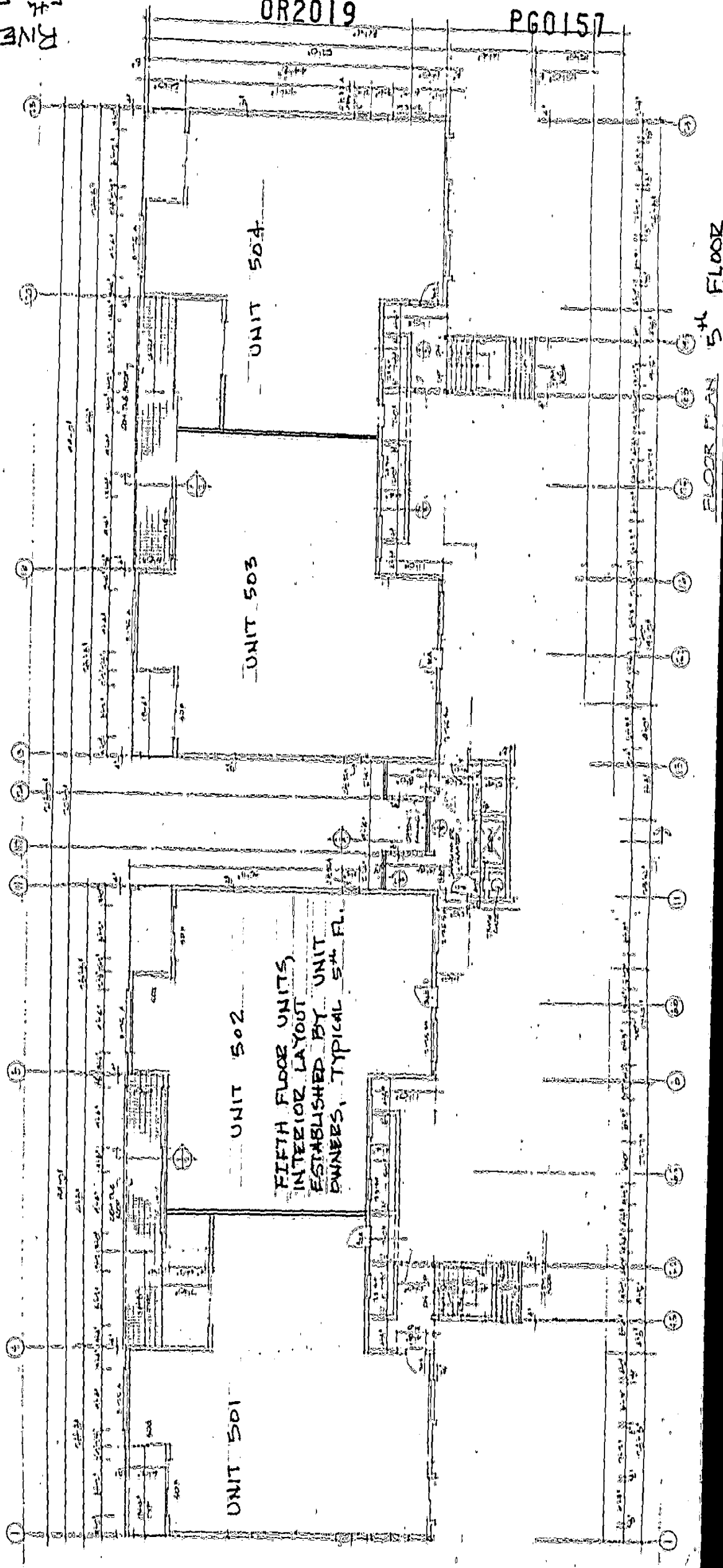
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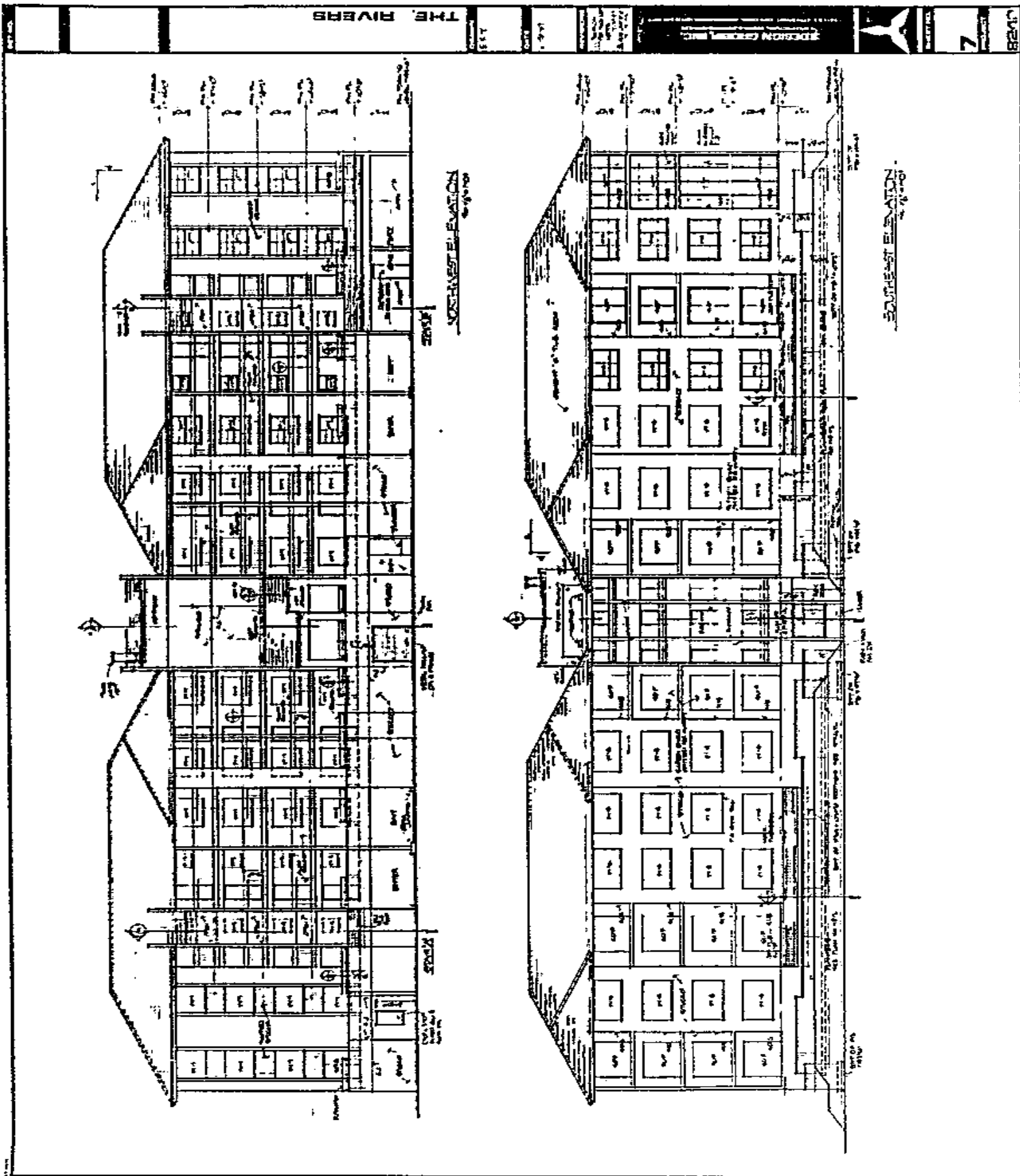
RECORDERS MEMO.
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

RIVERS II
5th Floor Plan

OR2019

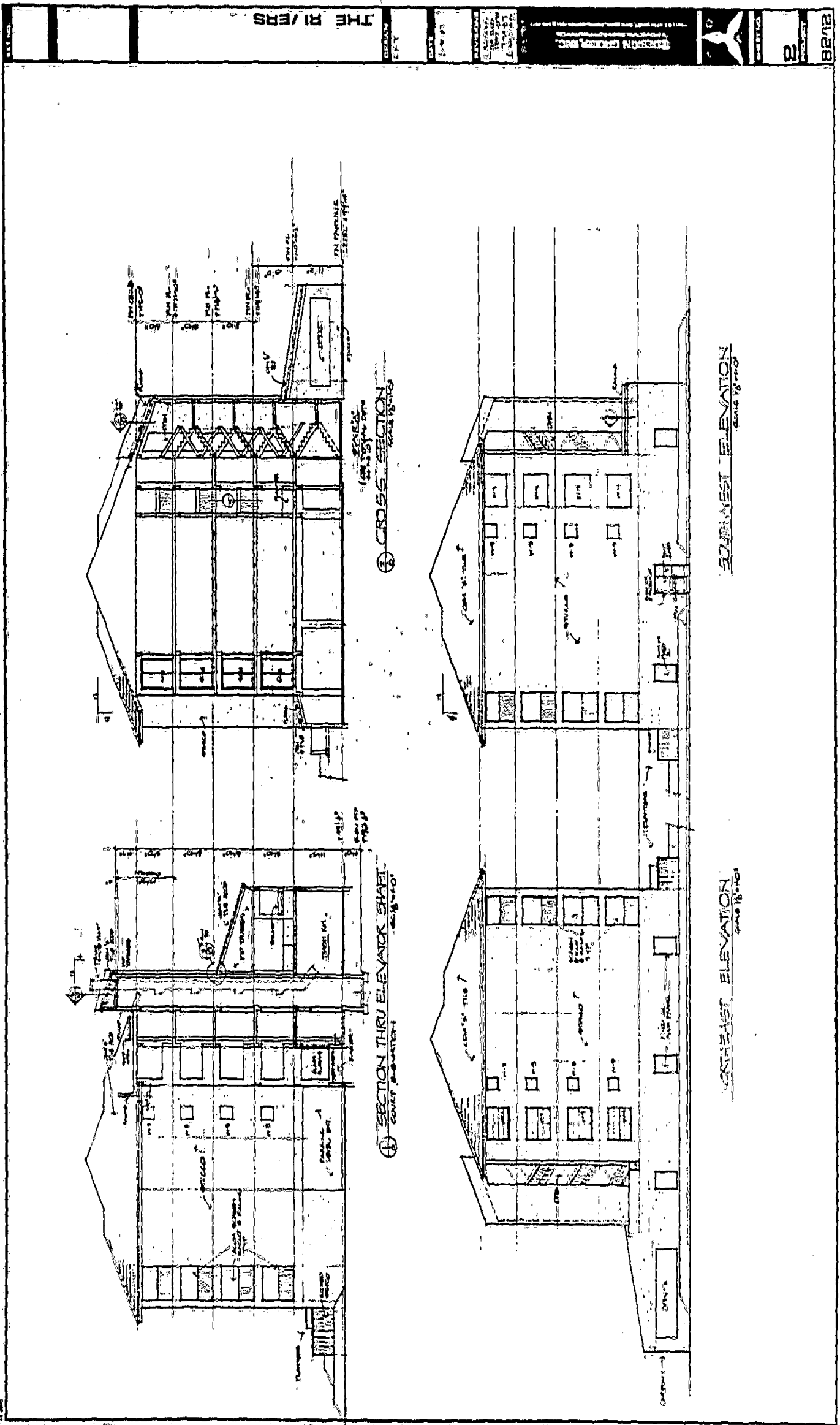
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RECORDERS MEMO,
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SCHEDULE OF PERCENTAGE
OF OWNERSHIP BY EACH UNIT OF THE
COMMON ELEMENTS

The condominium shall contain twenty-two (22) living units located in one - five story building known as The Rivers II Condominium. The ownership of the common elements is hereby allocated as follows:

<u>Apartment No.</u>	<u>Percentage of Ownership</u>
201	4.166
202	4.166
203	4.166
204	4.166
205	4.166
206	4.166
301	4.166
302	4.166
303	4.166
304	4.166
305	4.166
306	4.166
401	4.166
402	4.166
403	4.166
404	4.166
405	4.166
406	4.166
501	6.253
502	6.253
503	6.253
504	6.253
	100%

BYLAWS

OF

THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.I. IDENTIFY:

These are the Bylaws of THE RIVER'S II CONDOMINIUM ASSOCIATION, INC., an Association organized pursuant to Chapter 718, Florida Statutes, 1984 herein called the Condominium Act, for the purpose of administering a condominium located upon lands in Lee County, Florida, as described in the Declaration of Condominium on file in the Lee County, Florida Public Records.

II. OFFICE:

The office of the Association shall be at 4015 S.E. 20th Place, Cape Coral, Lee County, Florida.

III. MEMBERS' MEETINGS:

A. Annual. The annual members' meeting shall be held on the first Monday in December each and every year commencing in 1987, unless called earlier by the president of the Association, on 15 days notice to members. If such date is a legal holiday, then the meeting shall be held on the next regular business day at the same hour. At each annual meeting, the members shall elect a Board of Administrators, adopt a budget for the next ensuing year, and transact any other business which may properly come before it. Such meeting may be held at the principal office of the Association or any other such place as is stated in the notice of such annual meeting. Adoption of any budget by the Association shall require a majority vote of all unit owners.

B. Special. Special meetings of the members may be called at any time by the president, or the vice-president, or by a ten (10%) of the Board of Administrators; it shall also be the duty of the president, vice-president, or board to call such a meeting when requested to do so in writing by a ten (10%) of the members. Such meetings shall be held at the principal office of the Association or at such other place as is stated in the notice of such special meeting.

If an annual budget is proposed which requires an annual assessment against apartment unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of at least ten percent (10%) of the apartment unit owners, a special meeting of the apartment unit owners shall be held upon not less than ten (10) days written notice to each apartment unit owner, but within thirty (30) days of the delivery of such application to the Board of Administration by any member thereof, at which such special meeting the apartment unit owners shall consider and enact a budget by a vote of not less than a majority of unit owners. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments or betterments to the condominium property shall be excluded from the computation.

C. Notice. Notice of the time and place of all meetings shall be mailed by certified mail by the secretary to each member not less than ten (10) days before the date of the special meeting or thirty (30) days before the date of the annual meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of the annual meeting shall be posted conspicuously on the condominium property at least 14 days prior to the annual meeting.

D. Voting. At every such meeting the owners of each apartment shall be entitled to cast one vote for each apartment owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the secretary and by him entered into the record of the minutes of the meeting. A proxy may be given only to another member of the Association; however, no one person shall be designated to hold more than one proxy for any purpose. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. Voting rights shall be as provided in the Declaration.

E. Quorum. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the Association, but the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of Florida Laws, the Declaration of Condominium or by the Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

F. Voter's List. A complete list of the members entitled to vote at each meeting of the membership shall be furnished and certified by the secretary of the Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

G. Order of Business. The order of business at all meetings of unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Report of governing board.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of members of governing board (when required).
- (i) Unfinished business.
- (j) New business.

IV. BOARD OF ADMINISTRATORS:

A. Number. The business and property of the Association shall be managed by a board of five (5) administrators.

B. Term. The administrators shall be elected by the members at the annual meeting of members. In the event of a vacancy on the Board of Administrators, the Board shall appoint a replacement to serve until the next regular election.

C. Annual Meeting. The annual meeting of the administrators may be held at the same place as the members' meeting, and immediately after the adjournment of same.

D. Special Meetings. Special meetings of the administrators may be held at such time and place as the administrators may designate. Such meetings may be called by the president, or by the vice-president, in the absence of the president, or by a majority of the members of the board.

E. Notice Notice for any regular or special meeting, except as provided above, shall be given to each administrator by the secretary at least five (5) days prior to the time fixed for such meeting. Meetings shall be open to all unit owners, and notices of meetings shall be posted conspicuously at least 48 hours in advance for the attention of unit owners, except in an emergency.

F. Quorum. A quorum for the transaction of business at any regular or special meeting of the administrators shall consist of a majority of the members of the board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time.

G. Elections. The administrators shall elect the officers of the Association at the administrators' meeting following each annual meeting of the members of the Association. All officers shall be elected by the administrators from their own members. An officer may be removed at any time by a majority vote of the full Board of Administrators. An officer or administrator may be removed by a majority vote of the members present at a special meeting of the members called for the purposes of considering such removal. Any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Notwithstanding the provisions of this sub-article, neither the developer nor the developer's representative on the Board of Administrators may be removed under the procedures noted herein as long as the developer owns one or more units as the developer, as defined in Florida Statutes, Chapter 718.

H. Compensation. Administrators or officers shall receive no compensation for their services in such capacity.

I. Budget.

1. The Board of Administrators, by the first day of October of each year (beginning with the year 1987) shall prepare a proposed budget for the fiscal year beginning the following January, showing anticipated income and operating expenses (including reasonable reserves), a copy of which proposed budget shall be mailed to each member at least thirty days prior to such next ensuing annual meeting.

2. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to:

- (a) Administration of the association;
- (b) Management fees;

- (c) Maintenance;
- (d) Rent for recreational and other commonly used facilities.
- (e) Taxes upon association property;
- (f) Taxes upon leased areas;
- (g) Insurance;
- (h) Security provisions;
- (i) Other expenses;
- (j) Operating capital;
- (k) Reserves;
- (l) Fees payable to the Division of Florida Sales and Condominiums.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This sub-article shall not apply to budgets in which the level of assessments has been guaranteed by the developer pursuant to F.S. 718.116(8) prior to October 1, 1979, provided that the absence of reserves is disclosed to purchasers, or to budgets in which the members of an association have by a majority vote at a duly called meeting of the association determined for a fiscal year to provide no reserves or reserves less adequate than required by this sub-article.

3. Within sixty days following the end of the fiscal or calendar year or annually on such date, as is otherwise provided in the bylaws of the associations, the board of administration of the association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves, and depreciation reserves.

J. Seal. The board may adopt a seal for the Association.

K. Minutes. The minutes of all meetings of unit owners and board of administration shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years.

L. Other. The administrators shall have whatever other powers and authority as are granted to them by the Declaration of Condominium and the Laws of Florida.

V. OFFICERS.

The officers of this association shall be a president, a vice-president, a treasurer and a secretary, all of whom shall be elected by the Board of Administrators, and shall hold office until their successors are fully elected and qualified. One person may hold simultaneously two offices, except that the office of president and secretary shall be held by different persons.

A. President. The president shall preside at all administrators' and members' meetings, and shall have general supervision over other officers. He shall execute all contracts, agreements, and obligations of the association; except, however, as such authority may be otherwise delegated by resolution of the Board of Administrators, and he shall perform all other duties as are incident to his office. In case of the absence or disability of the president, his duties shall be performed by the vice-president.

B. Vice-President. In case of the absence or disability of the President the Vice-President shall take over the President's duties.

C. Secretary. The secretary shall issue notices of all administrators' and members' meetings, and shall attend and keep the minutes of the same; shall attend to the giving and serving of all notices to the members and administrators, and other notices required by law; shall have charge of all of the association's books, records and papers; shall be custodian of the seal; and shall perform all such other duties as are incident to his office.

D. Treasurer. The treasurer shall have custody of all money and securities of the corporation and shall give bond in such sum and with sureties as the administrators may require. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records, and other papers, to the administrators for their examination and approval as often as they may require; he shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association, in such depositories as may be designated by the board of administrators, and shall disburse the funds of the association as ordered by the board and shall perform all such other duties as are incident to his office.

VI. INSPECTION OF BOOKS AND ACCOUNTS:

The books, accounts and records of the Association shall be open to inspection by any member of the Board of Administrators or members of the Association at all reasonable times.

VII. MANAGEMENT, OPERATION AND MAINTENANCE:

A. Authority. The Board of Administrators shall maintain, operate and manage the condominium in accordance with the provisions of the Bylaws and the Declaration of Condominium; and in furtherance of such duty, the Board shall have the following authority:

1. Control. To exercise complete and exclusive control and management of the apartments and common areas located on the aforementioned real estate, including the ownership, use, occupancy and transfer of such apartment;

2. Insurance. To make payment of insurance premiums, repairs, management expenses and all other necessary or proper operating expenses of the condominium complex;

3. Assessment. To make and collect charges or assessments against each apartment for its prorata share of such operating expenses (including reasonable reserves); such charges or assessments to be paid by the members not less frequently than quarterly;

4. Maintenance. To care for and preserve the improvements located on the aforementioned real estate (other than the interior of any apartment and the equipment therein, which are to be maintained by the individual apartment owner);

5. Supplies. To purchase any supplies, equipment or other property needed for such maintenance of the improvements located on the aforementioned real estate (excluding interiors of apartment);

6. Access. To enter any apartment when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation of the condominium property;

7. File Suit. To collect delinquent assessments by suit or otherwise; to abate nuisances, and to enjoin or seek damages for violation of these Bylaws, and the Declaration of Condominium;

8. Employ. The association may contract for the management and maintenance of the condominium and authorize the management agent to assist the association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the association;

9. Other. To do any other act or thing necessary or proper to carry out the purposes of the Bylaws and Declaration of Condominium.

B. Expenditure Limit. Any assessment for betterments, alterations or improvements involving the expenditure of \$300.00 or less may be made by a majority vote of the full Board of Administrators alone; any such assessment for an expenditure more than \$300.00 shall first require the approval of two-thirds of the members.

C. Fee Limit. If the transfer, lease, sale, or sublease of units is subject to approval of any body, no fee shall be charged in connection with a transfer, sale, or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50. No charge shall be made in connection with an extension or renewal of a lease.

VIII. ASSESSMENTS. Assessments for recurring common expenses shall be made for a twelve-month period concurrent with the preparation of the annual budget. Such assessments shall be due from unit owners not less frequently than quarterly. The board of administrators shall determine when assessments shall be due. If the new annual assessment is not instituted as required by the association, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and regular installments thereon shall be due upon each installment payment date until modified or changed by a new assessment schedule.

All assessments shall be due and payable by the members upon receipt of notice of same, and shall be paid to the association. Any assessment more than sixty days past due shall bear interest at the rate of ten percent (10%) per annum from the due date thereof until paid. Joint owners of an apartment shall be jointly and severally liable for any assessment against any

apartment. Should any assessment remain unpaid for sixty days after due notice of same, then the board of administrators or the treasurer shall send notice of the default to such delinquent owner(s) by certified mail, return receipt requested, at the last address furnished by such owner(s) to the association. In the event that such default continues for an additional thirty days, then the board of administrators shall without further notice or demand, take such action as it deems necessary to collect the amount so due.

IX. FORECLOSURE:

It shall be the right and duty of the governing board to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceedings, including reasonable attorneys' fees, in an action brought against any unit owner in default on his obligation to pay the same, or by foreclosure of the lien on any condominium parcel in respect to which such default has occurred provided for by law. No lien shall continue for a longer period than one (1) year after the Claim of Lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. In any such foreclosure the unit owner shall be required to pay a reasonable rental, if authorized by the Court, for the unit for the period beginning with the initial default and ending with satisfaction of amounts secured by such lien from the proceeds of the foreclosure sale. Any unpaid common expenses remaining uncollectible for more than thirty days after such foreclosure sale may be assessed by the governing board as common expenses to be collected from all unit owners including the purchaser who acquires title at the sale, his successors and assigns. The governing board, acting on behalf of all unit owners, shall have power to bid on and purchase any unit offered for sale at a foreclosure sale, and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of a suit to recover a money judgment.

X. USES OF UNITS; RULES AND REGULATIONS:

The use of units and the common elements shall be subject to restrictions set forth in rules and regulations to be promulgated and amended from time to time by the Board of Administrators with the approval of a majority of the unit owners. Such restrictions shall include, without limitation, the following:

USE AND OCCUPANCY RESTRICTIONS

A. Each unit of the condominium property shall be used only for residential purposes, and as a single-family private dwelling for the unit owner or tenant and the members of his family and social guests and for no other purposes.

B. Unit owners shall not permit or suffer anything to be done or kept in their units which will increase the rate of insurance or the insurance premiums on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owners permit any nuisance or commotion, immoral or illegal act in or about the condominium property.

C. The use of the unit shall be consistent, and in compliance with, existing laws, the provisions of the Declaration and these rules and regulations.

D. Units may not be used for business use or for any commercial use whatsoever except they may be leased for residential purposes.

E. Common elements shall not be obstructed, littered or defaced or misused in any manner.

F. No structural changes or alterations shall be made in any apartment without prior approval of the Board of Administrators, in writing, and the approval of the institutional first mortgagee of the mortgage, if any, encumbering said unit, and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

G. Usual household pets in the possession of the original owner at the time of purchase are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Administrators from time to time. However, owners will not be permitted to replace pets who have died or otherwise been disposed of, nor to acquire additional pets following their purchase. Tenants will not be permitted to have pets at any time without express approval of the Board of Administrators.

H. No sign, advertisement, or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside wall, or any common area of the premises, except as authorized, in writing, by a majority of the Board of Administrators.

I. The sidewalks, entrances, passages, stairways and corridors of terraces must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

J. No exterior curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Administrators. An owner shall not individually appoint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including but not limited to radio and television antennae, shall first require the approval of the Board of Administrators. Repairs, screening and screening supports shall be at owner's expense, unless covered by Association insurance policy.

K. No baby carriages, velocipedes, bicycles or similar item shall be allowed to stand on the terraces, in the passageways or common areas of the condominium property.

L. No trash cans, supplies, milk bottles or other articles shall be placed on the sidewalks, stairs, or other common area except where specifically designated. Nothing shall hang from the windows, or be replaced upon the exterior window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

M. No unit owner shall make or permit any disturbing noises in the building made by himself, his family, servants, employees, agents, visitors, etc., or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners.

N. No minor under the age of twelve (12) years shall be allowed to remain as a permanent resident in the condominium without the prior written approval of the Board of Administrators. Visitors shall not allow children to play on the stairways, nor shall children under the age of twelve (12) years be allowed in any of the common element areas unaccompanied by an adult.

O. House guests of unit owners may not maintain residence for a continuous period exceeding three (3) months and all such house guests shall be registered by the apartment owner with the Association.

P. Each unit owner and the occupants of a unit shall maintain in good condition and repair his unit and all interior surfaces within said unit (such as the surfaces of the walls, ceilings, floors, etc.), and to maintain and repair the fixtures therein and pay for such utilities as are separately metered to his unit.

Q. After approval by the Association as elsewhere required, entire units may be rented provided the occupancy is only by the lessee, his family and guests, provided that all of the provisions of the Declaration and Bylaws of the Association, and the rules and regulations of the Association pertaining to the use and occupancy of the leased unit shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as they are applicable to the owner of a unit; and the provisions herein contained shall constitute a covenant and agreement by such tenant occupying a unit to abide by the Rules and Regulations of the Association and the terms and Bylaws of the Association as they may exist from time to time. The Association is and will be designated as the agent of the owner of the unit for the purpose of and with the authority to terminate any lease covering the unit upon the violation by the tenant of the provisions contained herein.

R. Amendments. Copies of all such rules and regulations shall be furnished by the Board of Administrators to each unit owner prior to their effective date. The foregoing sections shall be the initial rules and regulations, which shall be effective until amended by the Board of Administrators with the approval of a majority of the unit owners.

XI. ARBITRATION:

In the event of an internal dispute arising from the operation of the condominium among unit owners they shall submit to voluntary binding arbitration. The promulgated rules of procedure to govern such binding arbitration hearings are pursuant to Chapter 718.112 (4) of the Florida Statutes. (1982).

XII. AMENDMENTS:

These Bylaws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-seven percent (67%) or more of the total voting power of the association at a meeting of unit owners duly called and held for such purpose. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to

use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw . . . for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

XIII. CONFLICTS:

These bylaws are intended to comply with the requirements of, and are promulgated pursuant to Chapter 718 of the Florida Statutes. If these bylaws or any provisions thereof are so construed as to be in conflict with the provisions of such statute, or of the declaration to which they are attached, the provisions of such statute or of the declaration, as the case may be, shall control.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE RIVER'S II CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 29, 1987, as shown by the records of this office.

The document number of this corporation is N22753.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
30th day of September, 1987.



CR2E022 (8-87)

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida, pursuant to Florida Statute 617, and hereby certify as follows:

ARTICLE I

The name of this corporation shall be: THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

The general purpose of this non-profit corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718), for the operation of the The River's II Condominium, located at Cape Coral, Florida, to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said condominium and carry out the functions and duties of said condominium, as set forth in the Declaration of Condominium establishing said condominium and exhibits annexed thereto.

ARTICLE III

All persons who are owners of condominium parcels within said condominium shall automatically be members of this corporation. Such membership shall automatically terminate when such person is no longer the owner of a condominium parcel. Membership in the corporation shall be limited to such condominium parcel owners.

Admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said condominium among the Public Records of Lee County, Florida.

ARTICLE IV

This corporation shall have perpetual existence.

FILED
87 SEP 29 PM 3:52
SECRETARY OF STATE
TALLAHASSEE FLORIDA

OR2019

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ARTICLE V

The names and residences of the subscribers to these Articles of Incorporation are as follows:

LARRY KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
LYNN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
BRIAN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
JOAN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
KAREN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904

ARTICLE VI

Section 1. The affairs of the corporation shall be managed and governed by a Board of Administrators composed of not less than five (5) nor more than the number specified in the bylaws. The administrators, subsequent to the first Board of Administrators, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of administrators and for filling vacancies shall be established by the bylaws.

Section 2. The principal officers of the corporation shall be:

President
Vice President
Secretary
Treasurer

(the last two officers may be combined), who shall be elected from time to time, in the manner set forth in the bylaws adopted by the corporation.

ARTICLE VII

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and bylaws, are as follows:

LARRY KIRBY	President
LYNN KIRBY	Vice President
JOAN KIRBY	Treasurer
BRIAN KIRBY	Secretary

ARTICLE VIII

The following persons shall constitute the first Board of Administrators and shall serve until the first election of the Board of Administrators at the first regular meeting of the membership:

LARRY KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
LYNN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
BRIAN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
JOAN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904
KAREN KIRBY	1417 S.E. 47th Street Cape Coral, FL 33904

ARTICLE IX

The bylaws of the corporation shall initially be made and adopted by its first Board of Administrators.

Prior to the time the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, the bylaws may be amended, altered, supplemented or modified by the membership at the annual meeting, or at a duly convened special meeting of the membership by a vote of unit owners entitled to exercise sixty-seven percent (67%) or more of the total voting power of the Association.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed by one third of the members or any three (3) administrators and shall be adopted in the same manner as is provided for the amendment of the bylaws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the secretary or an assistant secretary, and executed and acknowledged by the president or vice president, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI

This corporation shall have all of the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and exhibits annexed thereto, including the power to contract for the management of the condominium and recreational facilities.

ARTICLE XII

There shall be no dividends paid to any of the members, nor shall any part of the income of the corporation be distributed to its Board of Administrators or officers.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceed the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements of the condominium.

This corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and bylaws. The voting rights of the owners of parcels in said condominium property shall be as set forth in the Declaration of Condominium and bylaws.

ARTICLE XIII

The street address of the initial registered office of this corporation is JAMES L. COTTRELL, Cape Coral, Florida, 33904, and the name of the initial registered agent of this corporation at that address is 1714 Cape Coral Parkway, Cape Coral, Florida, 33904.

OR2019

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IN WITNESS WHEREOF, the subscribers hereto have here-
unto set their hands and seals this 21st day of September,
1987.

Signed, sealed and delivered
in the presence of:

James L. Ottwell

Deane Smith

Larry Kirby
LARRY KIRBY

Lynn Kirby
LYNN KIRBY

Brian Kirby
BRIAN KIRBY

Joan Kirby
JOAN KIRBY

Karen Kirby
KAREN KIRBY

STATE OF FLORIDA 1
 1S
COUNTY OF LEE 1

BEFORE ME, the undersigned authority, personally
appeared LARRY KIRBY, LYNN KIRBY, BRIAN KIRBY, JOAN KIRBY and
KAREN KIRBY who after being by me first duly sworn, acknowledged
that they executed the foregoing Articles of Incorporation of THE
RIVER'S II CONDOMINIUM ASSOCIATION, INC., a Florida Corporation
not for profit, for the purposes therein expressed.

WITNESS my hand and official seal, at the state and
county aforesaid, this 21st day of September, 1987.

Deane Smith
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 12, 1989
660000 INM GENERAL INS. CO.

OR2019

PG0176

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

FIRST, that THE RIVER'S II CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with the location of its condominium, as indicated in the Articles of Incorporation at City of Cape Coral, County of Lee, State of Florida, has named JAMES L. COTTRELL, located at 1714 Cape Coral Parkway, City of Cape Coral, County of Lee, State of Florida, as its agent to accept service or process within this State.

ACKNOWLEDGMENTS

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

BY:

James L. Cottrell
REGISTERED AGENT

RECORDED & RETURNED
SEP 27 3 43 PM '88
LEE COUNTY FLA.
JAMES L. COTTRELL

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PG0177

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CHAPMAN INSURANCE GROUP
2455 TAMiami TRAIL
PORT CHARLOTTE, FL 33952

Agency Phone: (941) 979-8426

NFIP Policy Number: 0002104482
Company Policy Number: FLD2104482
Agent: CHAPMAN INSURANCE GROUP

Payor: INSURED
Policy Term: 04/07/2025 12:01 AM - 04/07/2026 12:01 AM
Policy Form: RCBAP

To report a claim
visit or call us at: <https://customer.myselectiveflood.com>
(877) 348-0552

RENEWAL FLOOD INSURANCE POLICY DECLARATIONS

NATIONAL FLOOD INSURANCE PROGRAM

DELIVERY ADDRESS

THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.
C/O OPTIMUM PROPERTY MANAGEMENT
PO BOX 152075
CAPE CORAL, FL 33915

INSURED NAME(S) AND MAILING ADDRESS

THE RIVER'S II CONDOMINIUM ASSOCIATION, INC.
C/O OPTIMUM PROPERTY MANAGEMENT
PO BOX 152075
CAPE CORAL, FL 33915

COMPANY MAILING ADDRESS

Selective Ins Co of the Southeast
PO BOX 782747
PHILADELPHIA, PA 19178-2747

INSURED PROPERTY LOCATION

4015 SE 20TH PL
CAPE CORAL, FL 33904-8078

RATING INFORMATION

BUILDING OCCUPANCY: RESIDENTIAL CONDOMINIUM BUILDING
NUMBER OF UNITS: 22 UNITS
PRIMARY RESIDENCE: NO
PROPERTY DESCRIPTION: SLAB ON GRADE (NON-ELEVATED), 5 FLOOR(S), MASONRY CONSTRUCTION
PRIOR NFIP CLAIMS: 0 CLAIM(S)

BUILDING DESCRIPTION:

ENTIRE RESIDENTIAL CONDOMINIUM BUILDING

BUILDING DESCRIPTION DETAIL:

N/A

REPLACEMENT COST VALUE: \$7,447,300.00

DATE OF CONSTRUCTION: 01/01/1988

CURRENT FLOOD ZONE: AE

FIRST FLOOR HEIGHT (FEET): 1.0

FIRST FLOOR HEIGHT METHOD: FEMA DETERMINED

MORTGAGEE / ADDITIONAL INTEREST INFORMATION

FIRST MORTGAGEE:

LOAN NO: N/A

SECOND MORTGAGEE:

LOAN NO: N/A

ADDITIONAL INTEREST:

LOAN NO: N/A

DISASTER AGENCY:

CASE NO: N/A

DISASTER AGENCY: N/A

RATE CATEGORY — RATING ENGINE

	COVERAGE	DEDUCTIBLE
BUILDING:	\$5,500,000	\$5,000
CONTENTS:	N/A	N/A

COVERAGE LIMITATIONS MAY APPLY. SEE YOUR POLICY FORM FOR DETAILS.

Please review this declaration page for accuracy. If any changes are needed, contact your agent.

Notes: The "FULL RISK PREMIUM" is for this policy term only. It is subject to change annually if there is any change in the rating elements. Your property's NFIP flood claims history can affect your premium, for questions please contact your agency. "MITIGATION DISCOUNTS" may apply if there are approved flood vents and/or the machinery & equipment is elevated appropriately. To learn more about your flood risk, please visit FloodSmart.gov/floodcosts.

COMPONENTS OF TOTAL AMOUNT DUE

BUILDING PREMIUM:	\$101,755.00
CONTENTS PREMIUM:	\$0.00
INCREASED COST OF COMPLIANCE (ICC) PREMIUM:	\$75.00
MITIGATION DISCOUNT:	(\$0.00)
COMMUNITY RATING SYSTEM REDUCTION:	(\$0.00)
FULL RISK PREMIUM:	\$101,830.00
ANNUAL INCREASE CAP DISCOUNT:	(\$90,376.00)
STATUTORY DISCOUNTS:	(\$0.00)
DISCOUNTED PREMIUM:	\$11,454.00
RESERVE FUND ASSESSMENT:	\$2,062.00
HFIAA SURCHARGE:	\$250.00
FEDERAL POLICY FEE:	\$980.00
PROBATION SURCHARGE:	\$0.00
TOTAL ANNUAL PREMIUM:	\$14,746.00

IN WITNESS WHEREOF, I have signed this policy below and enter in to this Insurance Agreement

Michael H. Lanza / Secretary

John Marchioni / Chairman, President & CEO

This declarations page along with the Standard Flood Insurance Policy Form constitutes your flood insurance policy.

Policy issued by: Selective Ins Co of the Southeast

Zero Balance Due - This Is Not A Bill

Insurer NAIC Number: 39926



File: 31681213

Page 1 of 1



DocID: 251667668

Printed 03/21/2025

**RIVERS II CONDOMINIUM ASSOC, INC
2025 PROPOSED BUDGET**

<u>Expenses</u>	<u>ESTIMATED YEAR END</u>	<u>2025 BUDGET</u>	<u>2025 MONTHLY</u>	<u>2025 PER QTR</u>	<u>2025 PER UNIT</u>
<u>Administrative</u>					
Taxes/Tax Prep	\$ 200.00	\$ 200.00			
Office Expense	\$ 250.36	\$ 500.00	16.67	50.00	8.33
Donation	\$ 225.00	\$ 225.00	41.67	125.00	20.83
Corporate Annual Report	\$ 61.25	\$ 62.00	18.75	56.25	9.38
State Fees & Reports	\$ 96.80	\$ 100.00	5.17	15.50	2.58
Beach Pkwy Assoc	\$ 110.00	\$ 110.00	8.33	25.00	4.17
Appraisal	\$ 375.00	\$ 375.00	9.17	27.50	4.58
Legal	\$ 1,000.00	\$ 1,000.00	31.25	93.75	15.63
Management Fee	\$ 9,000.00	\$ 9,000.00	83.33	250.00	41.67
Total Administrative	\$ 11,318.41	\$ 11,572.00	964.33	2,893.00	375.00
<u>Building</u>					
Building Repair & Maint	\$ 13,000.00	\$ 12,875.36	-	-	-
Elevator Maintenance	\$ 6,426.50	\$ 2,500.00	1,072.95	3,218.84	536.47
Elevator Telephone	\$ 712.18	\$ 741.24	208.33	625.00	104.17
Fire Inspection	\$ 366.67	\$ 400.00	61.77	185.31	30.89
Elevator License	\$ 75.00	\$ 75.00	33.33	100.00	16.67
Extinguisher Maint	\$ 725.58	\$ 75.00	6.25	18.75	3.13
Janitorial Services	\$ 8,307.00	\$ 800.00	66.67	200.00	33.33
Total Building Expense	\$ 29,612.93	\$ 25,891.60	708.33	2,125.00	354.17
<u>Grounds</u>					
Pump House Maint/Fire System	\$ 500.00	\$ 500.00	-	-	-
Pump House - Other	\$ 147.00	\$ -	41.67	125.00	20.83
Pest Control	\$ 166.67	\$ 500.00	41.67	125.00	20.83
Irrigation	\$ -	\$ -	-	-	-
Lawn Maintenance	\$ 12,100.00	\$ 12,000.00	1,000.00	3,000.00	500.00
Tree Trimming	\$ 700.00	\$ 1,000.00	83.33	250.00	41.67
Grounds Maintenance	\$ 571.67	\$ 1,200.00	100.00	300.00	50.00
Fertilizer & Weed Abatement	\$ -	\$ -	-	-	-
Total Grounds Expense	\$ 14,185.34	\$ 15,200.00	1,266.67	3,800.00	633.33
<u>Insurance</u>					
Insurance - Master & Flood	\$ 85,511.98	\$ 82,426.80	6,868.90	20,606.70	3,434.45
Total Insurance Expense	\$ 85,511.98	\$ 82,426.80	6,868.90	20,606.70	3,434.45
<u>Pool</u>					
Pool Maintenance	\$ 2,958.62	\$ 3,000.00	250.00	750.00	125.00
Pool Repair	\$ 1,603.35	\$ 1,500.00	125.00	375.00	62.50
Total Pool Expense	\$ 4,561.97	\$ 4,500.00	375.00	1,125.00	187.50
<u>Utilities</u>					
Water/Sewer	\$ 12,109.49	\$ 13,320.00	1,110.00	3,330.00	555.00
Electric	\$ 5,589.86	\$ 5,600.00	466.67	1,400.00	233.33
Trash Removal	\$ 2,843.52	\$ 3,000.00	250.00	750.00	125.00
Total Utilities Expense	\$ 20,542.87	\$ 21,920.00	1,826.67	5,480.00	913.33
Total Oper Expenses	\$ 165,733.49	\$ 161,510.40	\$ 13,459.20	\$ 40,377.60	\$ 6,729.60

	2024 HOA	Total HOA	MONTHLY	PER QTR
2025 Estimated Budget:		161,510.40	13,459.20	40,377.60
Reserve Funding:		48,000.00	4,000.00	12,000.00
Total Funding from fees	\$ 190,464	209,510.40	17,459.20	52,377.60
Maintenance Fees #201 thru #406:	\$ 7,936	\$ 8,729.60	\$ 727.47	2,182.40
Maintenance Fees #501 thru #504:	\$ 11,904	\$ 13,094.40	\$ 1,091.20	3,273.60
		10.0%	^	

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Cape Coral, FL 33915
239-406-1660

The River's II Condominium Association, Inc
Board Meeting
Thursday, April 17th, 2025
Unit 502 1:00 PM
Approved

Call to Order

The April 17th, 2025 Board Meeting was called to order by President Janet Zuk at 1:01 PM.

Establish a Quorum

Attendance of the Board of Directors as follows:
Janet Zuk William Miller Tom Aumann Sonia Cure

Approval of Minutes

Tom Aumann made a **MOTION** to approve the March 25th, 2025, Minutes as presented. The motion was **SECONDED** by Sonia Cure. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 4 to 0.

Treasurer's Report

William Miller shared that River's II is 4% over budget as of March 30, 2025. There being no discussion, Tom Aumann made a **MOTION** to approve the treasurer's report. The motion was **SECONDED** by Sonia Cure. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 4 to 0.

Old Business

1. Imperial Phase 2 Stucco Update

Manager Davenport shared that we are still waiting on approval from the city.

New Business

1. 2025 Special Assessment Approval

William Miller reviewed the special assessment with the owners explaining the difference with either raising the dues or paying a larger special assessment. There being no discussion Tom Aumann made a **MOTION** to approve a special assessment for 2025 using option 2 as was handed out and explained at the March board meeting, assessment for units #501 through #504 totaling \$29,100.00 per unit, using the payment schedule handed out at this meeting. If an owner sells their unit, the assessment must be paid in full prior to their

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closing date. The motion was **SECONDED** by William Miller. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 4 to 0.

Owner's Forum

There were no comments.

Adjournment – 1:20 PM

A **MOTION** to adjourn was made by Tom Aumann. The motion was **SECONDED** by William Miller. All in favor, **MOTION CARRIED UNANIMOUSLY**.

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The River's II Condominium Association, Inc
Board Meeting
Tuesday, March 25th, 2025
Unit 502 1:00 PM
Approved

Call to Order

The March 25th, 2025 Board Meeting was called to order by President Janet Zuk at 1:05 PM.

Establish a Quorum

Attendance of the Board of Directors as follows:

Janet Zuk William Miller Tom Aumann Sonia Cure Robert Clemente

Approval of Minutes

Tom Aumann made a **MOTION** to approve the July 23rd, 2024 and November 1st, 2024 minutes as presented. The motion was **SECONDED** by Bill Miller.

The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 5 to 0.

Treasurer's Report

Tom Aumann made a **MOTION** to waive the treasurer's report. The motion was **SECONDED** by Bill Miller. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 5 to 0.

Old Business 1. Imperial Phase 2 Stucco Update

Manager Davenport shared that the city required an elevation certificate to be completed. That has now been completed and turned over to the city. We now wait for their review and approval.

2. Legal Update for Insurance Claim

President Zuk share that the Board met to discuss the possibility of hiring an attorney to pursue the insurance claim for possible roof damage. Following an inspection from your roofer, that insures there wasn't enough damage to need a full roof replacement, the Board has decided not to proceed with the lawsuit.

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New Business 1. 2025 Special Assessment Discussion

Bill Miller went line by line explaining all the funds needed for the Structural Integrity Reserves Study. He explained the need to fund more through a special assessment to get caught up verses spreading it over several years with the budget being higher. He also discussed the need for funds to cover the milestone repairs, adding elevator doors to the modernization, cast iron pipe replacement, and drywall repairs for the plumbing leak. An official meeting will be held in April to approve the special assessment.

Owner's Forum

Adjournment – 2:23 PM

A **MOTION** to adjourn was made by Tom Aumann. The motion was **SECONDED** by Sonia Cure. All in favor, **MOTION CARRIED UNANIMOUSLY.**

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The River's II Condominium Association, Inc
Board Meeting
Friday, November 1st, 2024
Unit 502 11:30 AM
Approved

Call to Order

The November 1st, 2024 Board Meeting was called to order by President Janet Zuk at 11:32 PM.

Establish a Quorum

Attendance of the Board of Directors as follows:

Tom Aumann

Janet Zuk

Sally Mullins

William Miller

Approval of Minutes

No minutes reviewed

Treasurer's Report

No report given

Old Business

No old business

New Business

1. Approve Imperial Phase 2 Stucco Repair Contract

Manager Davenport shared that multiple bids were obtained for the integrity repairs per the engineer's report at a prior meeting. Imperial Painting and Construction was approved for phase one and based on price and workmanship of phase one, was asked to submit a breakdown bid for phase two. Their proposal is in the amount of \$59,800.00 with the option of \$300.00 to repair the soffit. There being no discussion, Tom Aumann made a **MOTION** to select Imperial Painting and Contracting to complete the repairs with a maximum cost being \$61,000 to include the soffit repairs. The motion was **SECONDED** by William Miller. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 5 to 0.

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Owner's Forum

An owner asked if there will be a special assessment for this project, answer was it is possible, and more details will come as soon as management and the treasurer meet in the near future. Owner also asked if there is a scheduled start date for this phase, and there is not because it depends on the city permitting.

Adjournment – 11:36 AM

A **MOTION** to adjourn was made by Tom Aumann. The motion was **SECONDED** by William Miller. All in favor, **MOTION CARRIED UNANIMOUSLY.**

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The River's II Condominium Association, Inc
Board Meeting
Tuesday, July 23rd, 2024
Second Floor Meeting Area 12:30 PM
Approved

Call to Order

The July 23rd, 2024 Board Meeting was called to order by President Janet Zuk at 12:36 PM.

Establish a Quorum

Attendance of the Board of Directors as follows:

Tom Aumann

Janet Zuk

Sally Mullins

Sonia Cure

William Miller

Approval of Minutes

There being no discussion, Tom Aumann made a **MOTION** to approve the April 8th, 2024 minutes as presented. The motion was **SECONDED** by Sonia Cure. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 5 to 0.

Treasurer's Report

Treasurer William Miller shared that the June 30th, 2024, financials showed that River's II is on track for the year so far being underbudget \$2056.35 which is great for the half year mark. Bill shared that bids should be obtained for all contracts for the budget year 2025. There being no discussion, Tom Aumann made a **MOTION** to approve the treasurer's report as presented. The motion was **SECONDED** by Sonia Cure. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 5 to 0.

Old Business

No old business

New Business

1. Project Update

President Janet Zuk first officially welcomed Sally Mullins to the Board. There were two run-off elections that tied between Sue Bongiovanni and Sally Mullins, and after the second tie, Sue Bongiovanni decided to step down and give Sally a chance to be on the Board. Welcome Sally Mullins. President Zuk gave an update on the seawall that the concrete and captains walk is

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completed. They will start grading the dirt and laying the irrigation in the coming days. She shared that two palms in the front of the building were removed because they were dead. She also shared that there was a leak at the pressure valve and the second plumber stated it needed to be a backflow to comply with the city. The River's II received a notice to comply shortly after, so the right decision was made to go ahead with the back flow. The plumber was highly recommended from River's III.

2. Milestone Inspection/Engineer Report – Review/Approve Proposals

President Zuk shared that five bids were obtained for stucco removal for the phase one of the engineer's report. Tekram was \$11,275.00, Elias Brother's was \$18,604.00, Mora was \$9,193.00, Ryan Hammond's did not break his out, total contract was \$111,700. Imperial Painting and Contracting was \$8,800.00. Following discussion, Tom Aumann made a **MOTION** to select Imperial Painting and Contracting to remove the stucco. The motion was **SECONDED** by Sonia Cure. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 5 to 0.

Owner's Forum

An owner shared that the Williamson and Son's workers are outstanding. And asked what was planned for the ends of the sea wall that have the drop offs. It was shared that possible ramps or steps will be put on each end.

An owner asked that the Board look into having the bylaws revised in the near future.

Adjournment – 1:22 PM

A **MOTION** to adjourn was made by Tom Aumann. The motion was **SECONDED** by Sonia Cure. All in favor, **MOTION CARRIED UNANIMOUSLY**.

Optimum Property Management
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239-406-1660

The River's II Condominium Association, Inc
Board Meeting
Monday, April 8th, 2024
Second Floor Meeting Area 5:00 PM
Approved

Call to Order

The April 8th, 2024 Board Meeting was called to order by President Janet Zuk at 5:25 PM.

Establish a Quorum

Attendance of the Board of Directors as follows:

Tom Aumann

Janet Zuk

Sonia Cure

William Miller

Approval of Minutes

There being no discussion, Tom Aumann made a **MOTION** to approve the December 18, 2023 minutes as presented. The motion was **SECONDED** by Sonia Cure. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 4 to 0.

Treasurer's Report

Manager Davenport shared the account balances as of March 31, 2024. There is \$19,795.96 in the Operating account, \$164,996.00 in the Special Assessment account, and \$175,138.29 in the Reserve accounts. She shared that River's II is on track for the year so far being underbudget \$4973.40 which is good because dues are quarterly. There being no discussion, Sonia Cure made a **MOTION** to approve the treasurer's report as presented. The motion was **SECONDED** by William Miller. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 4 to 0.

Old Business

1. Engineer Report/Repairs Update

President Janet Zuk gave an update that the engineer is meeting with all of the vendors supplying proposals for the project to make sure they are all on the same page with his report, and so that the proposals can be comparable.

2. Soffit and Gutter Repair

President Zuk reminded the owners that the soffit and gutter repair will be on hold until a vendor is selected for the engineer repairs.

Optimum Property Management
PO Box 152075
Cape Coral, FL 33915
239-406-1660

3. Seawall Update

President Zuk shared that seawall project will be beginning soon; the permit is approved and a pre-construction meeting is set for the 4th week of April. Work is tentative to begin the first week of May.

New Business

1. Pest Control Contract

President Janet Zuk shared that three bids were obtained for perimeter pest and rodent control. JV Buggs total annual service is \$5,430.00. Quality Pest Control total annual service is \$1,395.00. Turner Pest Control total annual service is \$1,740.00. Following discussion, Tom Aumann made a **MOTION** to select Quality Pest Control. The motion was **SECONDED** by Sonia Cure. The vote was called, and the **MOTION CARRIED UNANIMOUSLY**, 4 to 0.

Adjournment – 5:51 PM

A **MOTION** to adjourn was made by Sonia Cure. The motion was **SECONDED** by William Miller. All in favor, **MOTION CARRIED UNANIMOUSLY**.

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The River's II Condominium Association, Inc
Board Meeting
Monday, December 18th, 2023
Second Floor Meeting Area (moved to unit 502 due
to weather) 5:30 PM
Approved

Call to Order

The December 18th, 2023 Board Meeting was called to order by President Janet Zuk at 5:58 PM.

Establish a Quorum

Attendance of the Board of Directors as follows:

Tom Aumann	Sue Boniovanni
Sonia Cure	William Miller
Janet Zuk	

Approval of Minutes

No minutes to approve.

Treasurer's Report

No report to give.

Old Business

No old business

New Business

1. Hurricane Repairs Update

President Janet Zuk gave an update on the hurricane repairs, sharing that all the lanais have been repaired. The remaining roof repairs are waiting on the roofing that is back ordered. Management will work with the roofers for an eta.

2. Elevator Update

Manager Brandy Davenport shared that the 2023 required update for the elevator got extended until August of 2024. The update for River's II will be done Summer of 2024 when most owners will be North. The modernization will be completed Summer of 2025. Dates on both will be sent to the owners

as soon as they are firm. The update will only take a day, while the modernization will take around 10.

3. Pool Coping. Update

President Zuk shared that the pool is in need of a new coping. Three bids will be obtained and reviewed by the Board. If a color change is needed, a membership vote will need to happen for the change.

4. Engineer Report/Repairs Updates

President Zuk shared that The River's II finally received the engineer report for the structural study, three bids will be obtained to do all the repairs including the soffit and gutters.

5. Soffit and Gutter Repairs

President Zuk shared that the Board and Management have had 4 different companies out to bid just the soffit and fascia and only one written proposal was received. Following discussion, this is tabled until the middle of January in attempt to save the Association some money by adding to the structural repairs mentioned in the engineer's report.

6. Seawall/Sidewalk – Repair/Replace

The Board reviewed the bids submitted for the seawall replacement/repair. Honc Marine did not submit a written proposal but did share that Williamson and Son's proposal was a fair proposal and would be hard to beat. Rybak Construction submitted a proposal to re-cap the seawall for \$62,357.00, which was not the recommendation of the engineer. Williamson and Sons submitted a proposal for \$175,700.00 to replace the sidewalk and seawall. Following discussion, A **MOTION** to replace the seawall and sidewalk with a captains walk and new seawall, work by Williamson and Sons was made by Director Tom Aumann. The motion was **SECONDED** by Director Sonia Cure. All in favor, **MOTION CARRIED UNANIMOUSLY.**

Adjournment – 6:45 PM

A **MOTION** to adjourn was made by Director Sue Bongiovanni. The motion was **SECONDED** by Secretary/Treasurer William Miller. All in favor, **MOTION CARRIED UNANIMOUSLY.**

**FREQUENTLY ASKED QUESTION AND ANSWER SHEET
RIVERS II CONDOMINIUM ASSOCIATION, INC.
AS OF JANUARY 1, 2020**

Q: What are my voting rights in the condominium association?

A: Each unit shall have one vote.

Q: What restrictions exist in the condominium documents on my right to use my unit:

A: Residential use only. NO PETS.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Units may be rented with approval from the association prior to the tenant taking residence. Units cannot be rented for less than a (6) six month term. Rental application forms are available from the management company.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Quarterly fee for Units 201-206, 301-306, and 401-406 are \$1,500.00.
Quarterly fee for Units 501-504 are \$2,251.00.

Q: Do I have to be a member of any other association?

A: No

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities?

A: No

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each case.

A: No

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.