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Prepared By:
John "Jay" A. Fraiser, Jr.
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Pensacola, FL 32502

CERTIFICATE OF AMENDMENT AND SECOND AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
LA RIVA III, A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

LA RIVA III CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), by and through its undersigned officer, certifies that:

RECITALS:

WHEREAS, the Declaration of Condominium for La Riva III, a Condominium, dated October 23, 2006, and recorded on November 1, 2006, in Official Records Book 6022, Page 1256 of the public records of Escambia County, Florida (the "**Declaration**");

WHEREAS, the Second Special Certificate of Amendment to the Declaration of Condominium for La Riva III, a condominium, dated December 12, 2008, and recorded on May 19, 2009, in Official Records Book 6461, Page 1294 of the public records of Escambia County, Florida (the "**First Amendment**") (the Declaration the First Amendment and the Second Amendment are collectively referred to as the "**Declaration**");

WHEREAS, in accordance with Article 15 of the Declaration, the Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of all unit owners; and

WHEREAS, a duly noticed meeting of the members was held on the 5th day of December, 2025, at which not less than two-thirds (2/3) of unit owners were received in accordance with Article 15 of the Declaration, approving this Second Amendment to the Declaration.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:¹

Article 2, Section M of the Declaration is amended to include Subsection (G) to be added in its entirety to read as follows:

(G) Mandatory Transferee Acknowledgment

¹ Underlined words are being added; stricken words are being deleted.

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Article 2 of the Declaration is hereby amended, which includes and incorporates Subsections S, T, U, V, and W to read as follows:

R. Occupant(s) means all guests, tenants, licensees or other individuals occupying a unit with the Unit Owner's permission. Further, when used in connection with a Unit, Occupant means a person who is physically present in a Unit on two (2) or more consecutive days, including staying overnight for at least one (1) night.

S. Unit Owner(s) or Owner(s) means the record Owner of legal title to a condominium parcel within the Association.

T. Guest means any person who is not the Unit Owner, Tenant, or a member of the Owner's or Tenant's family, who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other legally permitted Occupant, without the payment of consideration, and has a principal residence other than the Unit. Unless otherwise determined by the Board of Directors, a person(s) occupying a Unit for more than four (4) weeks continuously, or eight (8) weeks per calendar year in aggregate without the Unit Owner or a member of the Unit Owner's Family being present shall not be deemed a guest, but rather shall be deemed a lessee for purpose of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees.

U. A Family or Single Family is hereby intended to refer to any of the following:

(1) One natural person, his or her spouse or domestic partner, if any, and their children, if any. For this Declaration, a domestic partnership is defined as a relationship between two individuals that live together and share a common domestic life but are not married to each other or any other person. Individuals in domestic partnerships receive legal benefits that preserve rights of survivorship, hospital visitation, and other legal rights.

(2) Not more than two natural persons not meeting the requirement of (1) above, but who customarily and continuously reside together as a single housekeeping unit, and the children of said parties, if any.

(3) The reference "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. Family member is a person who resides in a Unit as part of the Owner's family but is not a title holder.

(4) A revocable or irrevocable trust established by a single-family unit owner of which the beneficiaries include any of the following: the Unit Owner, his/her spouse, and any one or more of their adult lienal descendants or ascendants.

(5) Natural persons who physically reside or, for a period of more than one (1) year prior to the age of eighteen (18), resided, full time, at the same place of abode.

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(6) Natural persons falling within the first degree of lineal consanguinity (i.e., parent and child) or the first degree of collateral consanguinity (i.e., siblings).

(7) A legal entity, such as a limited liability company, if and only if one hundred percent (100%) of the control and beneficial ownership of such legal entity is held by natural persons otherwise satisfying the requirements of Section 2.U(1)-(6), inclusive.

V. Fractional Ownership means any written or verbal arrangement, whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners or participants, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights of a Unit. Fractional Ownership may also be referred to as "Unit Sharing." Fractional ownership is deemed hereby to be the substantial equivalent to "Time Share" arrangements and is strictly prohibited.

Article 11 of the Declaration is hereby amended to read as follows:

11. NOTIFICATION OF TRANSFER OF INTEREST.

A. Notification of Transfer of Interest. The transfer of fee ownership or other interest in units in the Condominium by sale, lease, gift, devise, inheritance, foreclosure or other method, shall not be subject to the prior approval of the Association. However, the transferor shall ensure the transferee receives a complete copy of all applicable Condominium Documents, which includes but is not limited to the Bylaws and the Articles of Incorporation of the Association, and all amendments thereto.

The transferee or an authorized representative of the transferee shall also execute an acknowledgment in the form attached as Exhibit "G" to this Amendment to the Declaration, confirming receipt of such documents and agreement to be bound by their terms. the transferee shall be responsible for notifying the Association of the transfer within ten (10) days of the date of the transfer, together with such other information concerning the transferee as the Association may reasonably require. Transferee must disclose any and all information sufficient to demonstrate intent to comply with this Section 11. The Association shall be entitled, but not obligated, to reference these requirements in any estoppel certificate. The Association shall have all rights, at law or in equity, or both, as contained herein and as provided in the Florida Condominium Act, against the transferee, and the prevailing party shall be entitled to recovery of all attorneys' fees and costs, to achieve compliance with the requirements of this Section 11.

ALL UNIT OWNERS AND PROSPECTIVE SELLERS SHOULD NOTIFY POTENTIAL TRANSFEREES OF THESE REQUIREMENTS.

B. Forms of Ownership. Pursuant to the authority granted by Section 718.104(5) of the Condominium Act, the use and transfer of any of the Units by any Unit Owners shall be subject to the following provisions, which each Unit Owner covenants to observe:

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(1) Ownership to Individuals. A Unit may be owned by one (1) natural person.

(2) Co-Ownership. Co-Ownership of Units may be permitted if all Co-Owners are members of a Single Family.

(3) Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other legally recognized business entity whose ownership is limited to one (1) natural person or members of one (1) Single Family as defined herein. "Ownership" shall include all shareholders, partners, members or managers, trustees and beneficiary/remainder interests, as the case may be for such. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and to prevent circumstances in which the Unit may be used as short-term or transient accommodation for several entities individuals or families as a timeshare, Unit Sharing, Fractional Ownership, or used as guest accommodation for employees, customers, guests of Units owned by business entities, religious, or charitable organizations, and the like.

(4) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. All life tenants and all persons, trusts or entities of an kind with remainder interests must all collectively be members of only one (1) Single Family.

C. Effective Date and Applicability. Pursuant to the Florida Condominium Act this entire amendment shall be effective and enforceable upon its recordation in the Public Records of Escambia County, Florida; provided, however, that the specific amendments to Article 11 shall only be enforced against those future conveyances or transfers of the title to a Unit recorded in the Public Records of Escambia County Florida after the date the effective date of this amendment, future changes after the effective date (whether recorded or unrecorded) in "Ownership " as future changes in life estate interests. These future conveyances, transfers or changes shall include, but not be limited to, all transfers of title or interest of any of the forms of ownership provided above, by court ordered or government approved action or by operation of law whether in form by deed, certificate of title pursuant to any mortgage or lien foreclosure (excluding any conveyance to the Association or a mortgage lender pursuant to foreclosure or deed in lieu of foreclosure of their lien rights but including the subsequent conveyance tax sale and deed probate vesting in a remainder interest vesting in trust beneficiaries or an change in the composition of the described "Ownership" in another manner. Any conveyances or changes to any person trust entity or otherwise whose principals are not part of the same Single Family as the divested prior owner or interest shall be strictly prohibited except as to another existing (as of the date of recordation of this amendment) co-owner, shareholder, partner, member or manager trustee and beneficiary/remainder interest life tenant or remainder interest of that Unit.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

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WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Second Amendment to the Declaration was duly adopted and that the Association has caused this Second Amendment to be executed by its President, this 30th day of December, 2025.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Michael A. Shorey
Print Name: Michael A. Shorey
Address: 12129 Sage Ave
Pensacola, FL 32507

Marchell Horne
Print Name: Marchell Horne
Address: 5615 Bauer Rd.
Pensacola, FL 32507

**LA RIVA III CONDOMINIUM
ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: Dennis J. Colley
Print Name: Dennis J. Colley
Its: President

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30th day of December, 2025, by Dennis J. Colley, as President of La Riva III Condominium, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____, as identification.

Cheri L. Miller
NOTARY PUBLIC

Print Name: Cheri L. Miller

[SEAL]



CHERI L. MILLER
Notary Public
State of Florida
Comm# HH287666
Expires 8/1/2026

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EXHIBIT GMANDATORY TRANSFEEE ACKNOWLEDGMENT

Buyer of Unit _____
La Riva III, a Condominium
14241 Perdido Key Drive
Pensacola, Florida 32507

The undersigned Transferee or Buyer of the above-referenced Unit acknowledges receipt of the Declaration of Condominium, Bylaws, and all current amendments and agrees to comply fully with the same.

Transferee/Buyer

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2025, by _____, as _____ of _____, on behalf of _____, who ☐ is personally known to me or ☐ has produced _____, as identification.

NOTARY PUBLIC

Print Name: _____

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