

Town and River Deed of Restriction's Proposed Amendment  
re: Rental of properties

Your T&R Board, after much research, discussion, public comment and legal consultation, has proposed the following amendments to the 3 Deeds of Restriction (DOR) governing the 518 homes in the Town and River Civic Association (T&R) community.

The basis of this discussion is the Board's strong belief, echoed by numerous public comments, that T&R was created to be, and is expected by its owners and members to remain, a single family neighborhood with a stable, long term residential populace. The "transient" nature of a community with short term rentals (under 28 days) is inconsistent with the design and concept of Town and River.

The Board sought legal advice in constructing these amendments and has been assured by our attorney they meet legal requirements and would be valid and enforceable when passed and properly recorded.

As such, the T&R Board proposes the following Amendments (attached) to the 3 DOR's that govern T&R. The following major stipulations are summarized below:

1. Owners will have the opportunity to rent their properties for Rental periods or durations of 28 contiguous days or more. Should a rental period be for less than 28 contiguous days, the property may not be rented again until 28 contiguous days has elapsed from the beginning of that rental period. Example: a property is rented for 14 days. Upon the renter vacating the property, the property may not be rented again for another 14 days – a full 28 days from the beginning of the rental period.

2. Owners will have the opportunity to rent their homes a total of four (4) times each calendar year for no less than 28 days or more each rental term. The Board recognizes the normal “season” in SWFL and seeks to ensure owners will have the prospect of renting their properties during the most advantageous time of the calendar year. The 28 day limit was chosen recognizing month long rentals during “season; that may include just the month of February.
3. The Board recognizes that some owners may have pending rentals already in place for future months. As such, these amendments will begin to be enforced 1 year from being approved by vote of the members of each DOR unit and being properly recorded with Lee County.
4. The amendments provide for enforcement by your Board with the ability to fine those who repeatedly violate these provisions. The Board will strictly follow Florida State statutes should such remedies be needed. The exact process is described in full in the amendments.

The Board seeks to ensure it meets several goals. First is to ensure Town and River remains a viable, and therefore stable, single family neighborhood. Second is to provide owners with the flexibility to rent their homes and in the process, safeguard neighboring property owners from suffering the intrusion common with short term rentals.

Your Board recommends that Town and River property owners and residents vote to approve these amendments and thereby join other communities in our local area, the state of Florida and nationally in protecting their interests and the tranquility of our long term residential neighborhood. The following amendments provide the T&R Board and community the necessary legal framework to accomplish this goal.

**PROPOSED AMENDMENT TO THE AMENDED, RESTATED AND COMBINED  
DEED OF RESTRICTIONS  
FOR  
TOWN & RIVER ESTATES  
UNIT 2\*, UNIT 3, UNIT 4, UNIT 5, UNIT 7,  
UNIT 8, UNIT 9, UNIT 12 & UNIT 13**

NOTE: LANGUAGE BEING ADDED IS UNDERLINED AND LANGUAGE BEING DELETED IS ~~STRUCK THROUGH~~.

**Section 4. Use Restrictions.**

**J. Frequency of Leasing/Short Term Occupancy For Consideration.** In order to maintain the single family non-transient nature of Town & River no Home may be leased more often than four (4) times in any calendar year, with the minimum lease term being twenty-eight (28) continuous days. A Home that has been leased for twenty-eight (28) continuous days shall not be re-leased until at least twenty-eight (28) continuous days have elapsed since the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. This provision applies to all persons who occupy a Home in exchange for consideration without regard to whether the occupancy is pursuant to a lease, a license, home exchange, barter or some other agreement to allow occupancy. This provision is intended to prevent any form of short term occupancy of Homes for periods of less than twenty-eight (28) continuous days for which consideration is paid. The effective date of this provision is one (1) year from the date it is recorded in the public records of Lee County, Florida.

**Section 7. Enforcement; General Provisions.**

\*\*\*Parts (A) and (B) are unchanged\*\*\*

(C) Fines for Violation of Leasing Restrictions. The Board of Directors of the Town & River Civic Association, Inc., may levy fines against Lot Owners, who commit violations of Section J regarding leasing. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed \$100.00 per violation. A fine of up to \$100.00 may be levied for each day of a continuing violation. The maximum fine for a continuing violation shall be \$2,000.00. The fine shall be the personal obligation of the Owner and the fine shall also be secured by a lien on the Owner's Residential Lot and the lien may thereafter be foreclosed in the same manner as provided in Section 720.3085, Florida Statutes as same is amended from time to time hereafter. The procedure for imposing fines shall be as follows:

1. The Board shall vote at a properly noticed Board meeting to levy the fine. The agenda shall identify with sufficient specificity the Owner who is being fined. In addition to posting the notice at least 48 hours in advance, the notice of the meeting shall also be sent to the Owner's last known address at least five (5) days before the meeting.

2. After the Board has voted to levy the fine, the party against whom the fine has been levied shall then be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(a) a statement of the date, time and place of the hearing;

(b) a short and plain statement of the specific facts giving rise to the alleged violation(s); and

(c) the amount of the fine.

3. Hearing. At the hearing the party against whom the fine has been levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) residential Lot Owners appointed by the Board none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine, it shall become null and void. If the committee agrees with the proposed fine, the Association shall send an invoice to the Owner allowing him or her at least thirty (30) days to pay the fine. If the fine is not paid the Association may take all lawful action to collect the fine.