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Linda Doggett Lee County Clerk of the Circuit Court
Rec Fees: \$27.00

Deputy Clerk LAMBROSIO
#2

**CERTIFICATE OF AMENDMENT OF AMENDED, RESTATED AND COMBINED
DEED OF RESTRICTIONS FOR
TOWN & RIVER ESTATES**

THE UNDERSIGNED, being the Vice President and meeting chairman of TOWN & RIVER CIVIC ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the owners at a special meeting held on July 19, 2018, at which a quorum was present and for which due notice was given, duly approved, adopted, and enacted by the requisite vote the attached amendment to the Amended, Restated and Combined Deed of Restrictions for Town & River Estates, as previously recorded in the Public Records of Lee County, Florida at O.R. Book 4769, Page 232.

Dated this 20th day of November 2018.

Witnesses:

Sign: Karen L. Wilcox
Print: KAREN L. WILCOX

Sign: [Signature]
Print: Donald J Steenhoek

**TOWN & RIVER CIVIC ASSOCIATION,
INC.**

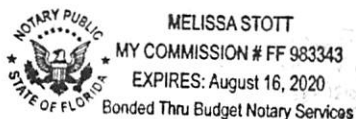
By: [Signature]
Print: Gareth Hudson
Title: Vice President/Meeting Chair

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of November, 2018, by Gareth Hudson, as **Vice President of Town & River Civic Association, Inc.**, and meeting chair who (check one):

is personally known to me.
_____ produced _____ as identification.

(NOTARY SEAL/STAMP)



NOTARY PUBLIC:
Sign: [Signature]
Print: Melissa Stott

**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. Each new lease in violation of the restrictions is a new violation. 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.