

ARCDOR

Final Draft 9/1/04

NOTE: SUBSTANTIAL AMENDMENT AND COMBINING OF ALL DEEDS OF RESTRICTIONS. FOR PRESENT TEXT SEE EXISTING DEEDS OF RESTRICTIONS.

AMENDED, RESTATED AND COMBINED DEED OF RESTRICTIONS FOR TOWN & RIVER ESTATES UNIT 3, UNIT 4, UNIT 5, UNIT 7. UNIT 8, UNIT 9, UNIT 12 & UNIT 13

KNOW ALL MEN BY THESE PRESENTS that on following listed dates the respective original Deeds of Restrictions for each identified Unit in Town and River were recorded in the Public Records of Lee County, Florida. Those Deeds of Restrictions, as each has previously been amended, are hereby further amended and are each restated in their entirety and combined into a single Deed of Restriction.

Unit Original Date of Recording OR Book/Page

Unit 2* April 10, 1968 Book 457, Page 165

Unit 3± July 31, 1969 Book 542, Page 564

Unit 3± ± ____ 20, 1970 Book 594, Page 440

Unit 4 July 31, 1969 Book 542, Page 569

Unit 5 April 13, 1970 Book 591, Page 573

Unit 6 September 23, 1970 Book 627, Page 332

Unit 7 June 7, 1971 Book 698, Page 836

Unit 8 June 23, 1972 Book 826, Page 465

Unit 9 June 6, 1975 Book 1090, Page 1488

Unit 11 January 23, 1978 Book 1247, Page 1621

Unit 12 July 16, 1979 Book 1363, Page 241

Unit 13 July 22, 1980 Book 1441, Page 1998

* The Deed of Restrictions for Unit 2 recorded at OR Book 457, Page 165, Public Records of Lee County, Florida is incorporated by specific reference on the Plats for Units 3, 4, 5, 6, 7, & 8 and is legally applicable to all Lots in said Units. Therefore, that Deed of Restrictions as it pertains to these Units only is herein and hereby amended. However, these amendments as they affect the Deed of Restrictions for Unit 2 shall not apply to the Lot Owners in Unit 2 until said Lot Owners vote to adopt these amendments as provided in Section 8 below.

± (Pertains to Unit 3 Lots 65, 66, 67 & 68 of Block B and Lots 3, 8 & 9 of Block D only) ± ± (Pertains to all of Unit 3)

The land subject to this Amended, Restated and Combined Deed of Restrictions (hereinafter "Town & River" or the "Property") is legally described in the following listed Plat Books recorded in the Public Records of Lee County, Florida:

Unit Plat Book and Page

Town and River Estates Unit 3 Book 23, Page 164

Town and River Estates Unit 4 Book 24, Page 60

Town and River Estates Unit 5 Book 25, Pages 75-76

Town and River Estates Unit 6 Book 25, Page 100

Town and River Estates Unit 7 Book 25, Page 134

Town and River Estates Unit 8 Book 28, Page 20

Town and River Estates Unit 9 Book 29, Page 120

Town and River Estates Unit 11 Book 30, Page 119-121

Town and River Estates Unit 12 Book 33, Page 14-15

Town and River Estates Unit 13 Book 3 3, Page 91 -92

Those descriptions are hereby incorporated by reference. No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Deed of Restrictions shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Residential Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Residential Lot or the Property, constitutes an acceptance and ratification of all provisions of this Deed of Restrictions as amended from time to time, and an agreement to be bound by its terms. [Definitions for the terms used herein are attached hereto as Exhibit "A".](#)

Section 1. Association Membership, Association Voting Rights and Dues.

The purpose of these restrictions and the Town and River Civic Association, Inc., shall be for the benefit of all property owners and the Town and River community as a whole. The Town and River Civic Association, Inc., (hereinafter "Association") is a not for profit corporation that was originally established by the Developer of Town and River. The Association is vested with the right, obligation and authority to enforce the Deed Restrictions and architectural restrictions against all Owners, guests, lessees, and invitees as hereinafter provided regardless of whether or not said persons are members of the Association. As provided in the original Deeds of Restrictions applicable to Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 9, membership in the Association is voluntary for Lot Owners in these Units. As originally provided in the Deeds of Restrictions for Unit 11, Unit 12, and Unit 13 membership in the Association is mandatory for all Lot Owners in these Units. Each Lot Owner in Town and River Estates for which membership is not otherwise mandatory shall be eligible for membership in the Association. All members in good standing shall be entitled to all appurtenant rights and privileges of membership including the right to vote in Association matters as provided herein and in the Articles of Incorporation and Bylaws. Association members in good standing are entitled to one (1) vote for each Residential Lot owned by them. Annual membership dues shall be established by the Board of Directors and must be paid on or before the due date in order for a member to remain in good standing in the Association. A Lot Owner regardless of whether or not he or she is also a member of the Association shall be entitled to vote to amend this Deed of Restrictions as provided elsewhere herein.

Section 2. Residential Lot Owner Maintenance. The individual Residential Lot owners shall have the maintenance, repair and replacement responsibility of the following:

- (A) The Owner of each residence shall maintain, repair and replace, at his own expense, all portions of his residence.
- (B) All grounds, green areas, landscaping, storm drains, drain courses, sprinkler systems and other portions of the properties located on the Residential Lots.
- (C) If the owner of a Residential Lot fails to maintain his Residential Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance.
- (D) Each Residential Lot owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Residential Lots, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

Section 3. Architectural Control to Preserve the Beauty, Quality and Value of the Community.

Improvements Requiring Approval. No building, structure, enclosure, fence, or other improvements shall be erected or altered until the plans, specifications and location of same shall have been submitted to, and approved in writing by the Board of Directors. All docks, seawalls, pilings, boat

lifts/boat elevators shall comply with Lee County Codes and other applicable laws and regulations. All plans submitted by the owner or his agent shall include, copies of the following 1) Location Plan; 2) Site Development Plan; 3) Floor Plan; 4) Exterior Lighting Plan; and 5) Elevations. The Board may also require submission of information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Deed of Restrictions. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. In obtaining said written approval, the Owner, or any other person applying, shall comply with all the applicable requirements and procedures of this Deed of Restrictions, and the Bylaws of the Association. No Board of Directors approval shall be given until all requirements of these Restrictions have been met. If any changes are made to approved plans then such changes must be resubmitted to the Board for review and approval.

(A) No home on any Lot shall exceed thirty-five feet (35') in height above the minimum flood elevation as provided in the Lee County Code.

(B) All buildings erected or constructed in TOWN & RIVER ESTATES shall conform in area and setback limitations to the following table (no building shall be erected on any lot which does not comprise at least the number of square feet "under air conditioning" designated in this table)

Minimum square feet of living area = 1,700'

Setback requirements: Shall comply with and conform to all applicable Lee County Building and zoning setback requirements with the following exceptions: 12 ½ feet from side of house to side lot line . No variances shall be granted.

Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owners. Any building with a minimum square feet of living area less than 1,700 feet that is in existence on the date this Deed of Restrictions is recorded in the Public Record of Lee County, Florida shall be allowed to remain ("grandfathered") until more than fifty (50%) percent of the building is destroyed after which time the building may only be reconstructed in compliance with this provision.

(C) The method of determining the square footage of living area of existing, and proposed buildings or structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the living area under-air of the building or structure.

(D) No garage shall be erected which is separated from the main building. Each home shall include at least a double garage. No carports are allowed.

(E) Walls, fences, and hedges shall not extend into the front setback and shall not exceed the height of five (5') feet in the side and rear setback. Walls or fences of solid construction and solid hedges in the rear set back of waterfront lots shall not exceed three (3') feet in height. See through fences such as, but not limited to chain link fence shall not exceed four (4') feet in height in the rear setback of the waterfront lots. Height or elevation of any wall, fence, or hedge shall be measured from the existing property elevation.

(F) Any proposed changes in existing boundary lines must be approved before any work begins. No Residential Lot may be subdivided or joined together without the consent of the Association.

(G) Boat Docks shall not extend into the side set backs

Section 4. Use Restrictions.

(A) **Home Use.** Each home shall be used as a residence. Each home shall be occupied by only one family at any time. Each home shall be used as a home and for no other purpose. No business or commercial activity shall be conducted in or from any home including but not limited to visitation of the home by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents. This restriction shall not be construed to prohibit any owner from maintaining a personal

or professional library in his home, from keeping his personal, business or professional records in his home, from handling his personal, business or professional telephone calls or written correspondence in and from his home, or conducting a "no impact" home based business in and from his home. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, home day care, beauty salon/barber, and animal breeding. No Lot may be divided, subdivided, partitioned or reduced in size.

(B) **Pets.** Pets of a normal domesticated household type (such as cats, dogs and birds) are permitted in reasonable numbers provided they are not bred or kept for any commercial purpose, or maintained in such a manner as to constitute a nuisance.

(C) **Nuisances.** No owner shall use his home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, nor permit the premises to be used in a disorderly or unlawful way. The use of each home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community.

(D) **Signs.** No person may post or display a sign anywhere within Town & River other than one (1) temporary "For Sale", "Open House" or other similar sign when said sign is used for the purpose of actively marketing the home or Lot for sale or lease.

(E) **Containers.** All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled areas so that they shall not be visible from the adjoining properties.

(F) **Recreational Vehicles, Commercial Vehicles, Boats, and Parking.** Recreational vehicles, motor homes, travel trailers and boats are not permitted to be parked in driveways except when parked in preparation for a trip or to perform general maintenance or minor mechanical repairs, and then for no longer than seven (7) days in any given month (30 day period). Guests may park their boat or recreational vehicle in a driveway for a period not exceeding seven (7) days. No vehicles or boats shall be parked on the street or yards. No commercial vehicles shall be parked overnight outside of a garage. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle.

(G) **Exterior Lighting.** All exterior lighting shall be shielded so that it does not cast a beam of light on adjacent homes or the lake. Such lighting shall be installed to minimize glare and light trespass.

(H) **Exterior Appearance.** No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Lot Owner shall fail or refuse to keep the premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

(I) **Antennas.** No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter,

an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a Lot that makes it inconspicuous and is approved by the Board of Directors in compliance with all Federal laws.

Section 5. Subplot 280 of Plat of Town and River Estates, Unit 11, Plat Book 30. Pages 119-121.

As originally provided in the Deeds of Restrictions for Unit 11, Unit 12 and Unit 13 any owner of a lot of which ten (10) feet or more thereof abuts subplot 280 of the Plat of Town & River Estates, Unit 11, as recorded in Plat Book 30 at pages 119-121, Public Record of Lee County, Florida shall pay their full share of taxes and insurance appertaining to subplot 280, which shall be determined by dividing the cost of said taxes and insurance by the number of lots so abutting. Town & River Civic Association, Inc., an association of owners, shall have a lien on each of said lots in the subdivision for any unpaid assessments for taxes, liability insurance, maintenance, dues and for reasonable attorney's fees incurred by the association incident to the collection of said assessments, or the enforcement of the lien. The lien is effective from and after recording a Claim of Lien in the public records in Lee County, Florida, stating the description of the parcel, the name of the record owner, the amount due and the due dates. The lien shall be in effect until all sums secured by it have been fully paid or until barred by Chapter 95 of the Florida Statutes. The Claim of Lien includes only assessment due when the claim is recorded. No power boats of any description shall be permitted to be operated on that certain landlocked lake described as Subplot 280, of the Plat of Town & River Estates, Unit 11.

Section 6. Amendments; Termination.

(A) **Duration.** The conditions, covenants, and restrictions of this Deed of Restrictions shall run with the land and shall inure to the benefit of and be enforceable by the Association or the owner of any real property subject to this Deed of Restrictions, their respective legal representatives, heirs, successors and assigns until December 31, 2025. On December 31, 2025, this Deed of Restrictions shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Deed of Restrictions being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Deed of Restrictions if prior to one (1) year in advance of an effective date of a proposed termination, at least seventy-five percent (75%) of all owners of Residential Lots execute an instrument with the formalities of a deed in favor of terminating this Deed of Restrictions. Said instrument shall be recorded in the Public Records of Lee County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Deed of Restrictions.

(B) **Amendment by Lot Owners.** Except as otherwise provided in Section 8 below, elsewhere herein or by law, this Deed of Restrictions may be amended at anytime by the affirmative vote of at least two-thirds (2/3) the of the Lot Owners, present and voting in person or by proxy, at a duly called meeting of the Lot Owners. All Lot Owners regardless of whether or not they are members of the Association shall be eligible to vote to amend the Deed of Restrictions. Lot Owners are entitled to one (1) vote for each Residential Lot owned by them. The total number of possible votes (the voting interests) is the total number of Residential Lots subject to this Deed of Restrictions. The vote of a Residential Lot is not divisible. If a Residential Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Residential Lot. If a Residential Lot is owned jointly by two (2) or more natural persons, that Residential Lot's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a Residential Lot do not agree among themselves how their one (1) shall be cast then that vote shall not be counted for any purpose. If the owner of a

Residential Lot is other than a natural person, the vote of the Residential Lot shall be cast by any officer, partner, trustee, or beneficiary of the entity owning the Lot. If two (2) or more officers, partners, trustees or beneficiaries of any entity owning a Residential Lot do not agree among themselves how their one (1) shall be cast then that vote shall not be counted for any purpose. Any meeting of Lot Owners called for the purpose of amending the Deed of Restrictions must be noticed at least 30 days in advance with a copy of the notice and the proposed amendment sent to the mailing address for the Residential Lot as it appears on the tax rolls at the time of mailing. Lot owners may vote in person at the meeting or by limited proxy only. The quorum for the meeting shall be 30% of the voting interests present in person or by proxy. At the meeting the first order of business shall be to elect a Chairman to conduct the meeting. Said election shall be made by a show of hands. A copy of each amendment properly approved and adopted shall be attached to a certificate that the amendment was duly adopted as an amendment to the Deed of Restrictions, which certificate shall identify the Book and Page of the Public Records where the Deed of Restrictions is recorded, and shall be executed by the Chairman of the meeting with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

Section 7. Enforcement; General Provisions.

(A) **Enforcement.** Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Lot Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Residential Lot to enforce any lien created by these covenants. Failure of the Association or any Lot Owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter. In any enforcement action, including appeals, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

(B) **Compliance.** The protective covenants, conditions, restrictions shall apply to Lot Owners and all persons to whom a Lot Owner has delegated his right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the owner or by permission or invitation of the owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association or another Lot Owner of the power to enforce these provisions. Each Residential Lot owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

Section 8. **Caveat.** This Amended, Restated and Combined Deed of Restrictions is initially being presented for approval to all owners of Lots in Units 3, 4, 5, 6, 7, 8, 9, 11, 12, & 13. In the event that the Lot Owners in one or more of these Units do not approve the amendments by a sufficient number of favorable votes these amendments shall be void as to those Units and shall not apply to those Units. In such case the Board of Directors shall have the authority, without further approval of any Lot Owners, to revise this Declaration to remove references to the Unit(s) that have not adopted these amendments. Further, it is contemplated that in the future the Lot Owners in Section 1 Unit A, Section 2 Unit A and Unit 2 will have an opportunity to amend the Deed Restrictions for their respective Units by adopting these Amended, Restated and Combined Deed Restrictions in their place. Only the Lot Owners in Section 1 Unit A, Section 2 Unit A and Unit 2 shall vote to adopt the Amended, Restated and

Combined Deed of Restrictions for their respective Units and no approval from the Lot Owners in Units 3 through 13 shall be required to make the changes necessary to this document to reflect the addition of the new Units. In such case the Board of Directors shall have the authority, without approval of any Owners in Units 3 through 13, to add any and all necessary references to Section 1 Unit A, Section 2 Unit A and Unit 2 to this document in order that it becomes legally applicable to said Units.

EXHIBIT "A" DEED OF RESTRICTIONS DEFINITIONS

The following words and terms used in this Deed of Restrictions or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "**Assessments**" means a share of the funds required for the payment of common expenses of the Association which from time to time are assessed by the Association against an owner.

1.2 "**Articles**" and "**Bylaws**" as used herein, means the Articles of Incorporation and the Bylaws of Town & River Civic Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

1.3 "**Association**" means Town & River Civic Association, Inc., a Florida corporation not for profit, operating as a voluntary homeowners association pursuant to Chapter 617, Florida Statutes, and as a mandatory Homeowners Association pursuant to Chapter 720, Florida Statutes, for Units 11, 12 and 13, which is responsible for the maintenance and operation of the Common Areas, and amenities Town & River.

1.4 "**Board**" means the Board of Directors responsible for the administration of Town & River Civic Association, Inc.

1.5 "**Common Areas**" means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to the Association for the common use and enjoyment of its members. The Common Areas owned by the Association include the lake and all land described above and subject to this Deed of Restrictions save and except for the individual Residential Lots. The roads in Town & River have been dedicated to the Public on the Plat and are not common area.

1.6 "**Common Expenses**" means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the Residential Lot owners.

1.7 "**Common Surplus**" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.8 "**Deed of Restrictions**" means this Deed of Restrictions as amended from time to time.

1.9 "**Family**" or "**Single Family**" shall refer to any one of the following:

(A) Two or more natural persons who reside together as a single housekeeping unit.

1.10 "**Governing Documents**" means and includes this Deed of Restrictions, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.11 "**Guest**" means any person who is not the owner or a lessee of a home or a member of the owner's or lessee's family, who is physically present in, or occupies a

home on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.12 "**Home**" means a residential dwelling unit intended for residential use that is constructed on the properties.

1.13 "**Lease**" means the grant by a residential owner of a temporary right of use of the owner's home for valuable consideration.

1.14 "**Residential Lot**" or "**Residential Parcel**" means those certain Lots or parcels legally described in Plat Books listed in the Deed of Restrictions. All of said land, has been previously subdivided for residential use with fee simple title to each Residential Lot having been conveyed to an owner for use as a residential home site. No Residential Lot shall include the Common Areas. No Residential Lot may be subdivided or joined together without the consent of the Association.

1.15 "**Members**" means and refers to those persons who are members in the Association as provided in herein and its Articles of Incorporation and Bylaws.

1.16 "**Occupy**" when used in connection with a home, means the act of staying overnight in a home. "Occupant" is a person who occupies a home.

1.17 "**Owner**" or "**Lot Owner**" means the record owner of legal title to a Residential Lot.

1.18 "**Properties**" or "**Community**" means all the real property that is subject to this Deed of Restrictions.

1.19 "**Structure**" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof. The term includes, without limitation swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

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INSTR. # 2018000276743, Pages 3
Doc Type: CER, Recorded: 11/27/2018 at 2:56 PM
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.**

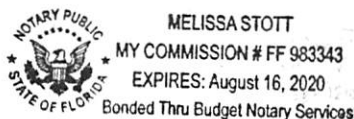
By: [Signature]
Print: Gareth Hudson
Title: Vice President/Meeting Chair

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: Melissa Stott
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.