

WHEN RECORDED RETURN TO:

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CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND THE BYLAWS FOR
THE RIVER TOWNHOUSE ASSOCIATION, INC.

THE UNDERSIGNED, being the President of THE RIVER TOWNHOUSE ASSOCIATION, INC., a Florida non-profit corporation (the "Association"), does hereby certify that the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions and the Bylaws of The River Townhouse Association, Inc. was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a members meeting called for that purpose at which a quorum was present held on December 10, 2011. The original Declaration of Covenants, Conditions and Restrictions and Bylaws of The River Townhouse Association, Inc. were recorded in Official Record Book 2790, Page 2581, *et seq.*, in the Public Records of Lee County, Florida, as amended by Amendments recorded on November 28, 2007 as Instrument No. 2007000351160, December 17, 2009 as Instrument No. 2009000334860, and March 4, 2011 as Instrument No. 2011000055416, respectively, all of the Public Records of Lee County, Florida.

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

Language being added is underlined and language being deleted is ~~struck through~~.

1. Section 1-4 is amended as follows:

Section 1-4. "Lot", ~~or "Parcel"~~ or "Townhouse" shall mean any parcel of land which has been submitted to this Declaration and which has or can have a townhouse dwelling unit constructed thereon and is not a common area. See also section 617.301(9), Florida Statutes.

2. Section 3-4 is amended as follows:

Section 3-4. Assessments: Lien and Personal Obligation. Declarant covenants for each lot within ~~the Association The Rivers~~, and each owner Owner of a lot Lot is hereby deemed to covenant by acceptance of the deed for such lot Lot, whether or not it shall be so expressed in the deed, to pay to the Association ~~association~~ (1) annual assessments and (2) special assessments for special purposes. Such assessments will be established and collected as provided in the by-laws. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot ~~lot~~ against which such an assessment is made. Each such assessment, together with interest, costs,

and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the ~~Lot~~ at the time the assessment fell due, ~~but such personal liability shall not pass to the successor in title to such person or persons unless expressly assumed by them.~~ Except as set forth in Section 3.6 hereof, whenever title to a Lot is transferred for any reason (including at a foreclosure sale or other judicial sale or transfer), the new Owner is jointly and severally liable with the previous Owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner. No Owner or acquirer of title to a Lot by foreclosure, or by deed in lieu of foreclosure, or any other type of transfer may be excused from the payment of any assessments coming due during the period of his, her or its ownership.

3. Section 3-6 is amended as follows:

Section 3-6. Subordination of assessment lien to mortgages. ~~The Association's lien for unpaid assessments as assessment lien provided for herein shall be subordinate to the lien of any recorded first mortgage to of a bank, life insurance company, mortgage company, credit union, thrift institution, savings and loan, or other institutional lender unless the Association's Claim of Lien was recorded before the first mortgage, but, as provided in Chapter 720, Florida Statutes, shall relate back to the date the Declaration was recorded in the Public Records and be superior to and take priority over, any other mortgage, lien or interest after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed. Unless otherwise provided by Chapter 720, Florida Statutes, or applicable law, if the holder of a first mortgage of record of a bank, life insurance company, mortgage company, credit union, thrift institution, savings and loan, or other institutional lender acquires title to a Lot as a result of a foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, the first mortgagee shall not be liable for the share of common expenses or assessments attributable to the Lot, or to the former owner of the Lot, which came due prior to the first mortgagee acquisition of title to the Lot. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a final judgment of foreclosure of such a first institutional mortgage, or any deed to such an institution in lieu of foreclosure, shall extinguish the assessment lien for payments that became due after recording such mortgage but prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.~~

4. Except as specifically amended hereby, the Declaration of Covenants, Conditions and Restrictions as hereto filed and recorded shall remain in full force and effect.

AMENDMENTS TO BYLAWS

Language being added is underlined and language being deleted is ~~struck through~~.

A. Section 9.3 is amended as follows:

Section 9.3. Assessments. As provided in the declaration, each member is obligated to pay the Association annual and special purpose assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments (including any installment payment of said assessment) that ~~is~~ are not paid when due ~~is~~ are considered delinquent. If an assessment (or any installment payment of said assessment) is not paid within 10 days after the due date, the assessment (or any installment payment of said assessment) bears interest from the date of delinquency at the highest lawful rate per annum (or, if there is no highest lawful rate, 18% per annum) ~~rate of twelve percent (12%) per annum, together with a late charge of \$25.00 (or the maximum amount permitted by law).~~ ~~And, and~~ the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. Interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by non-use of the common areas or abandonment of the lot.

B. Section 9.8 is amended as follows:

Section 9.8. Effect of ~~N~~onpayment of Assessments; Remedies of the Association. Any assessment (or any installment payment of said assessment) not paid within ten days after the due date shall be deemed in default and shall bear interest from the due date at the highest lawful rate per annum (or, if there is no highest lawful rate, 18% per annum) ~~rate of twelve percent (12%) per annum or if higher, the rate set by the State of Florida Controller for judgments for that year.~~ The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common area or abandonment of the owner's lot. The lien for assessments shall also secure reasonable costs of collection, reasonable attorney's fees and costs of court and recording fees plus interest on all amounts so secured.

C. Except as specifically amended hereby, the Bylaws of the Association as hereto filed and recorded shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, The River Townhouse Association, Inc. has caused this Certificate of Amendment to be executed on the date first above written.

WITNESSES:

[Signature]
Signature

Sam Johnston
Printed Name of Witness

[Signature]
Signature

Shea J. Vent Litzberg
Printed Name of Witness

THE RIVER TOWNHOUSE
ASSOCIATION, INC.

By: [Signature]
Ian Connell, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 23rd day of January, 2012, by Ian Connell, as President of The River Townhouse Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced (type of identification) _____ as identification

Carol M Phillips
Notary Public

Carol M. Phillips
Printed Name

My Commission Expires: 5/20/14

