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

THE UNDERSIGNED, being the President of **THE RIVER TOWNHOUSE ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), does hereby certify that the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for 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 May 14, 2015. The original Declaration of Covenants, Conditions and Restrictions for The River Townhouse Association, Inc. was recorded in Official Record Book 2790, Page 2581, *et seq.*, as amended by Amendments recorded on November 28, 2007 as Instrument No. 2007000351160, December 17, 2009 as Instrument No. 2009000334860, March 4, 2011 as Instrument No. 2011000055416, January 25, 2012 as Instrument No. 2012000016915, and January 6, 2015 as Instrument No. 2015000002115, respectively, all of the Public Records of Lee County, Florida (the "Declaration").

**AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

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

1. Amendment No. 1: A new Article V, Section 5-1, is being added to the Declaration as follows:

Section 5-1. Leasing of Townhouse. The leasing of a Townhouse by an Owner shall be restricted as provided in this Section 5-1. The ability of an Owner to lease his/her Townhouse to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if an Owner fails to comply with the covenants and obligations set forth in this Section 5-1. All leases of Townhouses must be in writing, and all lessees/tenants must be natural persons. An Owner may lease only his/her entire Townhouse and, if applicable, his/her boat dock, and then only in accordance with this Section 5-1. A Townhouse cannot be leased separate from the boat dock, and a boat dock cannot be leased separate from the assigned Townhouse. Notwithstanding the foregoing or anything to the contrary contained in this Section 5-1, if an Owner owns two (2) or more boat docks, then one (1) boat dock must be leased together with the Townhouse. The

remaining boat dock(s) may be used by the Owner in accordance with the governing documents of the Association (i.e., the Declaration of Covenants, Conditions and Restrictions for the Association, the Articles of Incorporation, the Bylaws of the Association, and the rules and regulations of the Association) and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time.

Section 5-1-1. Procedure for Leasing Townhouse.

a. Notice by Owner. An Owner intending to lease his/her Townhouse shall give to the Board of Directors written notice of such intention by completing the Association's lease application form and delivering the same, together with the required fee and security deposit, to the Board of Directors at least thirty (30) days prior to the first day of occupancy under the lease. If requested by the Board of Directors, the Owner shall provide the Board of Directors such other information and/or interviews as the Board of Directors may reasonably require in connection with the lease application process. The Board of Directors shall obtain a credit report and background check on all prospective lessees/tenants, the cost of which shall be paid for by the Owner and/or prospective lessees/tenants.

b. Action by Board of Directors. After the required notice and all information and interviews requested have been provided/conducted, the Board of Directors shall have thirty (30) days in which to approve or disapprove the proposed lease. If the Board of Directors does not affirmatively disapprove the lease within said time, its failure to act shall be deemed the equivalent of approval of the lease.

c. Disapproval. Permitted grounds for disapproval shall include any of the following:

(1) the Owner is delinquent in the payment of assessments and other charges, including fines, due to the Association at the time the application is considered;

(2) the Owner has a history of leasing to troublesome lessees/tenants and/or refusing to control or accept responsibility for the occupancy of his/her Townhouse;

(3) the real estate company rental agent handling the leasing transaction on behalf of the Owner has a history of failing to adequately screening lessee/tenant applicants, recommending undesirable lessees/tenants, or entering into leases without the Association's prior approval;

(4) the application on its face indicates that the prospective lessee/tenant seeking approval intends to conduct himself/herself in a manner inconsistent with the governing documents of the Association (i.e., the Declaration of Covenants, Conditions and Restrictions for the Association, the Articles of Incorporation, the Bylaws of the Association, and the rules and regulations of the Association) and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time;

(5) the prospective lessee/tenant has been convicted of a felony involving violence/injury/damage to persons or property, a felony involving theft of property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee/tenant has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee/tenant evidences a strong probability of financial irresponsibility;

(8) the prospective lessee/tenant, during previous occupancy in this Association, has evidenced an attitude of disregard for the Association, the Association's property, and the governing documents of the Association (i.e., the Declaration of Covenants, Conditions and Restrictions for the Association, the Articles of Incorporation, the Bylaws of the Association, and the rules and regulations of the Association) and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time;

(9) the prospective lessee/tenant gives false or incomplete information to the Board of Directors as part of the application procedure, the Owner and/or prospective lessee/tenants fails to pay the required lease application fee and/or security deposit, or the prospective lessee/tenant fails to appear for the required interview; or

(10) the Owner fails to give proper and timely written notice of his/her intention to lease his/her unit to the Board of Directors.

d. Failure to Give Notice or Obtain Approval. If proper notice in the form of a fully completed lease application, together with the required fee and security deposit, is not given, the Board of Directors, at its sole election, may disapprove the lease. Any such lease may, at the option of the Board of Directors, be treated as a nullity, and the Board of Directors shall have the power to immediately evict the lessee/tenant, without securing consent to such eviction from the Owner.

e. Applications For Leasing; No Delegation of Payment of Assessments to Lessees/Tenants. Applications to lease shall be made to the Board of Directors on such forms and include such terms as the Board of Directors may provide from time to time. The legal responsibility for paying assessments and other charges due to the Association may not be delegated to the lessee/tenant.

f. Delegation of Powers. The Board of Directors shall have the right to delegate its powers and rights under this Section 5-1, including disapproval powers, to its management company.

g. Sublease/Assignment of Lease Rights. No subleasing, room renting or sharing or assignment of lease rights by the lessee/tenant is allowed, which restrictions also apply to boat docks.

h. Occupancy During Lease Term. No one but the lessee/tenant, his or her family members within the first degree of relationship by blood, adoption or marriage, and their spouses (or significant others) residing in the Townhouse, and temporary guests and invitees may occupy the Townhouse or use the boat dock leased with the Townhouse, if applicable.

i. Occupancy in Absence of Lessee. If a lessee/tenant is absent from the Townhouse for any period of time during the lease term, his or her family within first degree of relationship other already in residence may continue to occupy the Townhouse and may have temporary guests and invitees subject to all the restrictions in this Section 5-1-1. If the lessee/tenant and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Townhouse or use the boat dock, Common Areas, Association Property or parking and/or recreational facilities in the Association.

j. Use of Common Areas, Association Property and Parking and Recreational Facilities. To prevent overtaxing of the Common Areas, Association Property and parking and recreational facilities in the Association, during the term of the lease, Owner and Owner's family members, guests, and other invitees shall not have the right to use, and are prohibited from using, the boat dock, Common Areas, Association Property or the recreational or parking facilities in the Association.

k. Regulation by Association. All of the provisions of the Association's governing documents (i.e., the Declaration of Covenants, Conditions and Restrictions for the Association, the Articles of Incorporation, the Bylaws of the Association, and the rules and regulations of the Association) and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time, shall be applicable and enforceable against any person occupying a Townhouse as a lessee/tenant, guest and/or invitee to the same extent as against the Owner. A covenant on the part of each lessee/tenant to abide by the Association's governing documents (i.e., the Declaration of Convents, Conditions and Restrictions for the Association, the Articles of Incorporation, the Bylaws of the Association, and the rules and regulations of the Association) and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time, and designating the Association as the owner's agent with the authority to terminate any lease and evict the lessees/tenants in the event of breach of such covenant, shall be deemed to be included in every lease, whether oral or written, and whether specifically expressed in such lease or not; provided, however, that Owner shall remain primarily responsible for any and all violations of the Association's governing documents (i.e., the Declaration of Covenants, Conditions and Restrictions for the Association, the Articles of Incorporation, the Bylaws of the Association, and the rules and regulations of the Association) and applicable law (i.e., Chapter 720, Florida Statutes), as amended from time to time, by said Owner's lessee(s)/tenant(s) and their respective family members, guests and invitees, and any and all damage to the Common Areas, Association Property, and the parking and recreational facilities of the Association caused by said Owner's lessee(s)/tenant(s) and their respective family members, guests and invitees.

l. Fees and Deposits Related to the Lease of a Townhouse. Whenever herein the Board of Director's approval is required to allow the lease of a Townhouse, the Association may charge the Owner a fee for processing the application, conducting a background check and obtaining a credit report for the proposed lessee/tenant in an amount not to exceed \$100.00 or the maximum amount allowed by applicable law, whichever is greater. As a condition to the Board

of Directors approving a lease, Owner and/or Owner's lessee/tenant shall deposit in escrow with the Association's management company, an amount equal to the greater of the following: (1) \$1,000.00 or (2) one-half (1/2) of (1) month rent payable by lessee/tenant to its landlord Owner (the "Damage Deposit"). The Association shall be under no obligation to hold the Damage Deposit in an interest-bearing account, or to otherwise pay interest on the Damage Deposit for the time it is held. The Association may use all or any part of the Damage Deposit to pay the costs and expenses of repairing, cleaning, or replacing any portion of the Common Areas, Association Property and/or recreational or parking facilities of the Association damaged or destroyed due to the acts or omissions of Owner's lessee/tenant, or a family member, guest, or invitee of lessee/tenant, as determined in the sole discretion of the Board of Directors. The Damage Deposit shall be separate and apart from any security deposit required under the lease between Owner and lessee/tenant; and the Owner shall have no claim or right to the Damage Deposit. Use of all the Damage Deposit by the Association to make payments in accordance with this Section 5-1, shall not preclude the Association from seeking all other remedies against Owner or its lessee/tenant available under this Declaration or otherwise. In the event that the Association is required to use the Damage Deposit (or a portion thereof) as contemplated by this subsection, then, upon demand, Owner and/or Owner's lessee/tenant shall deposit with the Association an amount of money necessary to replenish the Damage Deposit.

m. Assignment Rental Payments to Association. In the event an Owner is delinquent in the payment of any monetary obligation owed to the Association, then Owner agrees that, upon written demand of the Association, the Association shall be entitled to collect from Owner's lessee/tenants any and all rent payable by Owner's lessee/tenant to Owner under the lease, and such rent payments shall be applied against all delinquent monetary obligations of Owner of every nature whatsoever, which are owed by Owner to the Association, until those obligations are fully paid.

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

2. Amendment No. 2: A new Article V, Section 5-2, is added as follows:

Section 5-2. Term of Lease and Frequency of Lease. No Townhouse may be leased more often than two (2) times in any consecutive twelve (12) month period. The minimum lease term is nine (9) months. No lease may be for a period of more than twelve (12) months, and no lease shall contain an option for the lease to be extended or renewed for any period in excess of said twelve (12) month period. However, the Board of Directors may approve the same lease from year to year. The first day of occupancy under the lease shall determine the date the lease period begins. No subleasing, room sharing or renting or assignment of lease rights is permitted.

Except as specifically amended hereby, the Declaration shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the President of The River Townhouse Association, Inc. has caused this Certificate of Amendment to be executed as of the date set forth below.

WITNESSES:

Doug Welchert
Signature

Doug Welchert
Printed Name of Witness

Max Thomas
Signature

Max Thomas
Printed Name of Witness

THE RIVER TOWNHOUSE
ASSOCIATION, INC.

By: Steve Hansen
Steve Hansen, President

Date: May 27 2015

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of May, 2015, by STEVE HANSEN, as President of The River Townhouse Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is () personally known to me or who has () produced _____ as identification.



Theresa M. McKenzie
Notary Public
Theresa M. McKenzie
Printed Name

My Commission Expires: July 24, 2015