

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
1415 HENDRY ST.
FORT MYERS, FL 33901
Tel: (239) 334-1381

INSTR # 2007000351160, Pages 5
Doc Type DOC, Recorded 11/28/2007 at 11:16 AM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$44.00
Deputy Clerk NFERGUSON
#1

CERTIFICATE OF AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RIVER
(A PLANNED UNIT DEVELOPMENT)

THE UNDERSIGNED being the President and the Secretary of THE RIVER TOWNHOUSE ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for the River (A Planned Unit Development), originally recorded in O.R. Book 2790, Page 2581 et seq. of the Public Records of Lee County, Florida, were duly approved, adopted and enacted by the affirmative vote of the proper percentage of the members at a meeting called for that purpose at which a quorum was present held on the 23rd, day of August 2007.

Dated this 14th day of November 2007.

WITNESSES:

(Sign) Jeanette Johnson
(Print) Jeanette Johnson
(Sign) Vivian L. Watkins
(Print) VIVIAN L. WATKINS

THE RIVER TOWNHOUSE ASSOCIATION, INC.

BY: Gene Kile
President of the Association
Gene Kile

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day of November, 2007 by Gene Kile, 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 DL# K400-288-27-44 as identification and did take an oath.

NOTARY PUBLIC:
Jeanette Johnson
STATE OF FLORIDA (SEAL)
My Commission Expires:
Jeanette Johnson
Commission # DD441648
Expires July 14, 2009
Bonded Troy Fain - Insurance, Inc 800-385-7019

WITNESSES:

(Sign) Jeanette Johnson
 (Print) Jeanette Johnson
 (Sign) Vivian L. Watkins
 (Print) VIVIAN L. WATKINS

THE RIVER TOWNHOUSE ASSOCIATION, INC. (SEAL)

BY: Marcia Davis
 Secretary of the Association
 Marcia Davis

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 14th day of November, 2007 by Marcia Davis, as Secretary 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 FDLE # D120-541-76596-D as identification and did take an oath.

NOTARY PUBLIC:
Jeanette Johnson
 STATE OF FLORIDA (SEAL)

 **Jeanette Johnson**
 Commission # DD441648
 Expires July 14, 2009
 Bonded Troy Fain - Insurance, Inc. 800-365-7019

Final Draft

**AMENDMENTS
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RIVER
(A PLANNED UNIT DEVELOPMENT)**

Note: Words ~~stricken~~ are deletions; Words underlined are additions.

The Declaration of Covenants, Conditions and Restrictions shall be amended as follows:

**Article I.
Definitions**

Section 1-9 "Limited Common Area(s)" means and includes those Common Areas that are reserved for the exclusive use of a certain Lot to the exclusion of other Lots.

**Article IV
Property Rights**

Section 4-7 Limited Common Area Patios. The patio area adjacent to each Lot as depicted on Exhibit "B" attached hereto is hereby assigned as a Limited Common Area appurtenant to the Lot to which it is adjacent. The Limited Common Area patio appurtenant to each Lot is reserved for the exclusive use of the Lot to which it is assigned. The maintenance, repair, replacement, protection and insurance of the Limited Common Area patio and the costs thereof are an individual expense of the Lot Owner.

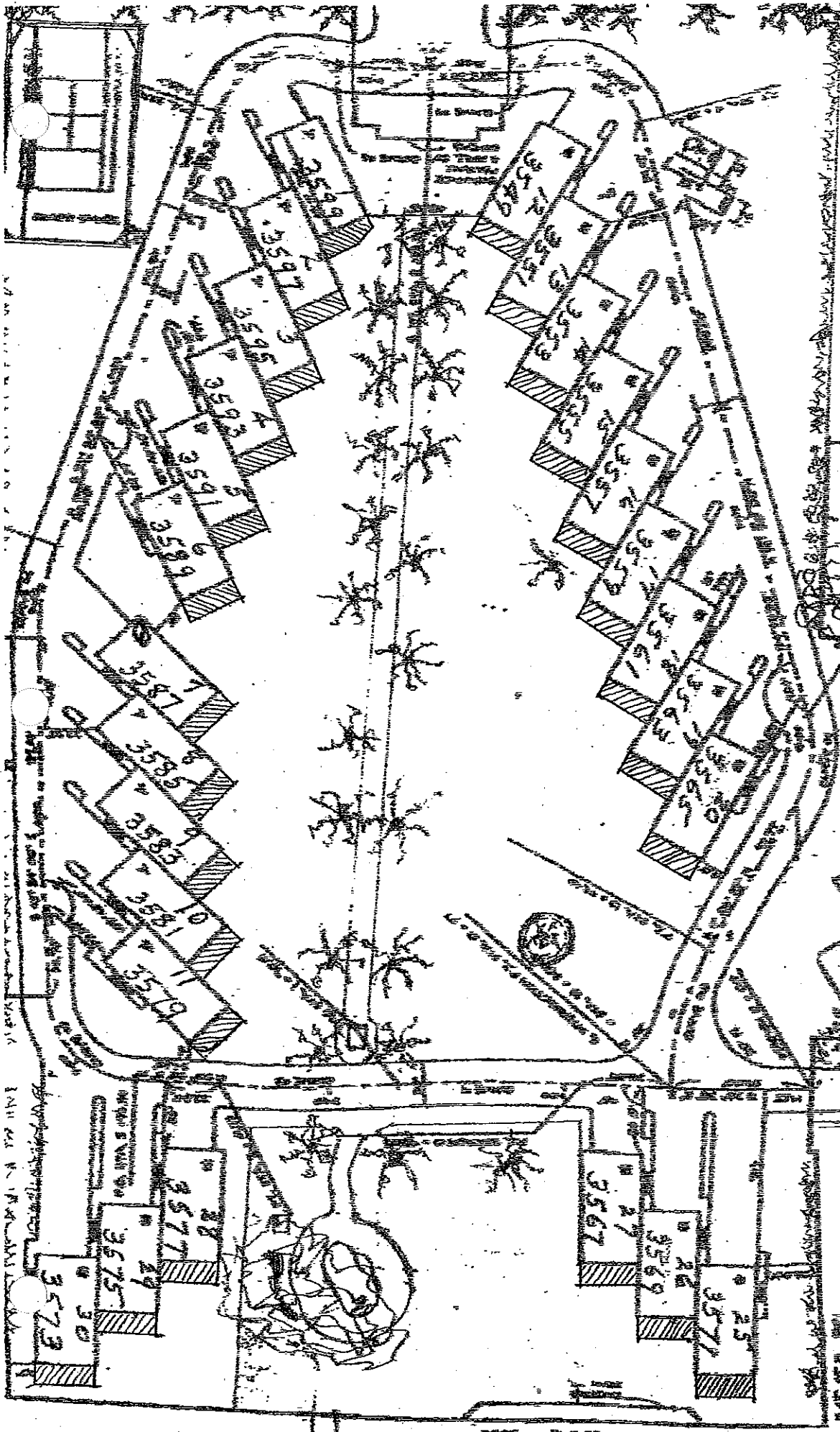
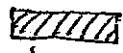


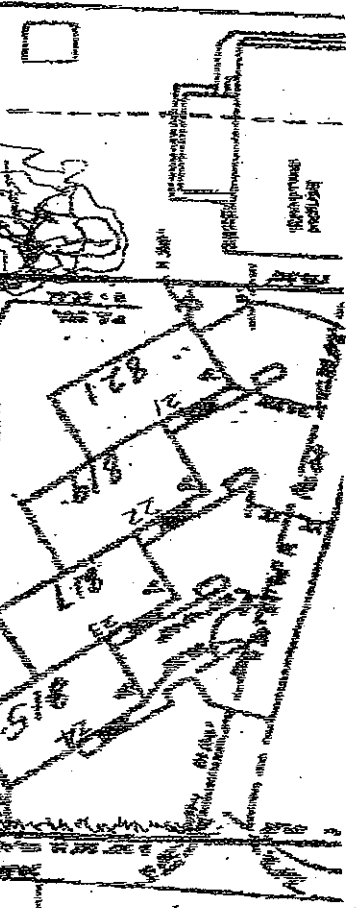
Exhibit B

Limited Common Areas Patios

Patios are extent  and adjacent at northerly end of each lot.

Depth standard 8'
Widths range 23' - 25'
Areas range 185' - 200'

Drawing not to scale



River Townhouse Assoc.
3601 Edgewood Ave.
Ft. Myers FL 33916

File - PATIOS 3/29/07
K.

Key to Exhibit B:

1. Due to landscaping configuration depth of patio varies from 9' on right to 2.75' on left x 23.25' wide.
2. 8'd. x 23.5'w.
3. 8'd. x 23.5'w.
4. 8'd. x 23.5'w.
5. 8'd. x 23.5'w.
6. 8'd. x 24'w.
7. 8'd. x 24.3'w.
8. 8'd. x 23.25'w.
9. 8'd. x 23.2'w.
10. 8'd. x 23.25'w.
11. 8'd. x 24'w. (rounded wall on right side due to proximity of roadway).
12. 8'd. x 25'w.
13. 8'd. x 24.4'w.
14. 8'd. x 24.3'w.
15. 8'd. x 24.5'w.
16. 8'd. x 24.25'w.
17. 8'd. x 24.3'w.
18. 8'd. x 24.3'w.
19. 8'd. x 24.5'w.
20. 8'd. x 25'w.
- 21.-24. Patio area included in deeded property.
25. 8'd. x 25'w.
26. 8'd. x 24'w.
27. 8'd. x 24.25'w.
28. 8'd. x 24.5'w.
29. 8'd. x 24.3'w.
30. 8'd. x 25'w.

2/10/97 @ 4:40P.
OR 2790/2581

Prepared by:
Richard W. Winesett
Avery, Whigham & Winesett, P.A.
P.O. Drawer 610
Ft. Myers, FL 33902-0610

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
THE RIVER
(a Planned Unit Development)

ANDREW MESSICK and AUDRONE MESSICK, husband and wife, herein called Declarant, is the owner in fee simple of certain real property described in Exhibit A and located in the City of Fort Myers, Lee County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of lots and for the mutual benefit of all lots or tracts constituting THE RIVER, a planned unit development, Declarant states that all of the real property described on Exhibit A attached hereto and each part thereof and additional parcels, if any, declared by Declarant to be subject to this declaration, shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Article I.
Definitions

All words and phrases shall have their common meaning except as otherwise defined in sections 617.301 through 617.312, Florida Statutes, and in this declaration and the other governing documents for THE RIVER.

Section 1-1. "Association" shall mean and refer to THE RIVER TOWNHOUSE ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 1-2. "Common area" shall mean all real property owned or leased by the association or dedicated for the use or maintenance by the Association or its members regardless of whether title has been conveyed to the Association. No common area or areas shall be owned by the association at the time of conveyance of the first lot.

Section 1-3. "Declarant" shall mean ANDREW MESSICK and AUDRONE MESSICK, husband and wife, and their successors, and assigns provided such successors and assigns acquire more than one lot from Declarant for the purpose of development in a transaction in which such successor acquires substantially all the rights and property held by the previous Declarant.

Section 1-4. "Lot" or "parcel" 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.

Section 1-5. "Maintenance" shall mean the provision of services and materials to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, reasonably weed-free environment for plant growth.

Section 1-6. "Mortgage" shall mean any instrument executed by a legal or equitable owner of a lot which retains title, grants title or imposes a lien to secure a financial obligation.

Section 1-7. "Mortgagee" shall mean a holder of a mortgage.

Section 1-8. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall also include those entitled to possession under assumable contracts for deed, but shall not include those holding title merely as security for performance of an obligation.

Article II.

Membership in Association; Voting Rights

Section 2-1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2-2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be owners other than the Declarant. Each Class A member shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in a given lot, all such persons or entities shall be members and the vote for such lot shall be exercised as they may determine among themselves. Each entity shall designate the person to exercise its vote. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. Class B member shall be Declarant, who shall be entitled to exercise three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 2000, whichever first occurs.

Done

Article III.

Budget, Financial Reports, and Assessments

Section 3-1. Budget. The association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year.

Section 3-2. Special Purpose Budget. If a capital improvement or emergency repairs or other special purpose requires funds beyond that contemplated by the annual budget, the association may adopt a special purpose budget for such project in accordance with the bylaws.

Section 3-3. Financial Reports. The association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The association shall provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available free of charge upon request.

Section 3-4. Assessments; Lien and Personal Obligation. Declarant covenants for each lot within The Rivers, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the 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 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 successors in title to such person or persons unless expressly assumed by them.

Section 3-5. Assessable Lot; Manner in which Assessments are Shared. An assessable lot is one that has a townhouse or other residence on it or a vacant lot not for sale in the ordinary course of business. The proportionate share of the annual budget or a special purpose budget to be assessed against each lot is determined by dividing the budget by the number of assessable lots in THE RIVER from time to time (The assessment "a" is determined by dividing the budget "b" by the number of assessable lots "n" [$a=b \div n$]).

a. It is planned that THE RIVER shall consist of thirty (30) assessable lots when completed. However, if additional land is added to THE RIVER, then the number of assessable lots sharing in the budget could increase and the proportionate share attributed to each assessable lot decrease.

b. In the event Declarant or Declarant's successors should (1) fail to construct townhouses on all thirty lots and (2) conveys title to the Association of the vacant lots, then only those lots with townhouses shall be assessable for the annual or special budget. Any additional lots created because of the inclusion of additional land shall share in the annual or special budget in the same manner as the original lots.

Section 3-6. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage to a bank, life insurance company, mortgage company, credit union, thrift institution, savings and loan, or other institutional lender. 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.

Article IV. Property Rights

Section 4-1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common areas located on the land subject to the provisions of this declaration, which right shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

a. The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;

b. The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against the lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding ninety (90) days for any infraction of this declaration, the articles of incorporation of the association and the rules and regulations of the association;

c. The right after notice and hearing to impose a fine not to exceed the maximum amount homeowner's associations may impose under law for any infraction of this declaration, the articles of incorporation of the association and the rules and regulations of the association;

d. The right to dedicate or convey easements over, upon or under any part of the common areas to any municipality, public agency, authority, or utility for utility, drainage, street or other similar purposes and subject to such conditions as may be required by the association.

Section 4-2. Delegation of Use. Subject to such limitations as may be imposed by the association, each owner may delegate the right of enjoyment in and to common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees subject however to the right of the association to charge fees for the use of recreational facilities located on any common area.

Section 4-3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unintentional erroneous placement of improvements, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is otherwise in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot from any common boundary between adjacent lots, and the boundary between a lot and any adjacent portion of the common area.

Section 4-4. Other Easements.

a. Easements for installation and maintenance of utilities and drainage facilities may be shown on the plat attached hereto, amendments to this declaration, other declarations or deeds.

Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

b. No lot owner shall build a structure of any kind on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

c. There shall exist appurtenant easements of access to all private streets within THE RIVER to the city of Fort Myers for the use of city personnel and equipment on city business.

Section 4-5. Right of Entry. The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4-6. No Partition. There shall be no judicial partition of the common areas, nor shall Declarant, or any owner or any other person acquiring any interest in THE RIVER or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

Article V. Rules and Regulations (Restrictions)

THE RIVER shall be occupied only in accordance with the rules and regulation appearing in the bylaws and such additional rules and regulations as may be adopted by the board of directors of the association or the members. Any rule or regulation adopted by the board of directors may be deleted, modified, or a new rule or regulation adopted by a majority of the voting interests in the association at a meeting of members with notice provided that such rule or regulation does not violate sections 617.301 through 617.312, Florida Statutes, the governing documents nor other applicable law.

Article VI. Party Walls

Section 6-1. General Rules of Law to Apply. Each wall built as a part of the original construction of the townhouses within THE RIVER and placed on the dividing line between two lots and the townhouses thereon shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6-2. Sharing Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the two lot owners that share the wall.

Section 6-3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, either lot owner sharing the wall may restore it, and the other lot owner shall pay one-half (1/2) of the cost of restoration. If the other lot owner shall fail to his one-half (1/2) the cost of restoring the party wall, then upon restoration the non-contributing lot owner shall be liable for such one-half (1/2) of the cost plus interest at the highest rate of interest allowable by law until paid plus the reasonable costs and attorney's fees for collecting the same. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Section 6-4. Right to Contribution to Run With Land. The right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

Article VII Maintenance Responsibilities

Section 7-1. Association. The Association shall maintain, repair and replace the common property and improvements thereon including recreational facilities except for boat docks appurtenant to individual lots. The Association shall also maintain the roof, exterior surfaces of the townhouse thereon, walkways and driveways except as specifically charged to the individual lot owner by Section 7-2.

Section 7-2. Lot Owners. Each individual lot owner is responsible for the cleaning and general maintenance of his or her lot and the townhouse thereon to include exterior surfaces, walkway, and driveway. Units owners shall maintain, repair and replace at their own expense the following:

a. The air conditioning unit, compressor, condenser, air handler, ducts, blowers, and all other components of the air conditioning system serving the individual lot and townhouse regardless of whether portions thereof may be physically located outside the townhouse and lot.

b. The plumbing and drainage system for each lot and townhouse to and from the water meter and sewer pipe serving that lot and townhouse to include but not limited to water heaters, filters, valves, sinks, commodes, and pipes.

c. Electrical systems to include but not limited to wires, meters, switches, plugs, transformers, and other components from the meter or other entry point at which the systems enters the lot and townhouse even though components thereof may be physically located outside the lot and townhouse.

d. Doors, windows, window screens, locks, and other fixtures, partitions, and their portion of the divider or party wall therein.

e. The general cleaning, sweeping and policing of the walkway and driveway serving the lot and the exterior surfaces of the townhouse thereon but not including the painting thereof.

f. Any damage to that portion of a townhouse maintained by the Association or to the common property caused by an overt act, omission or negligence of the lot owner, his or her family, guests or tenants shall be repaired or replaced at the expense of the lot owner.

g. Any lot owner with a boat dock appurtenant to the owner's lot shall maintain, repair, and replace the boat dock in accordance with the boat dock permit. No additions or improvements except as allowed by the permit and approved by the Association in writing shall be made to a boat dock.

Article VIII Insurance and Owner's Obligation to Rebuild

Section 8-1. Insurance. Every owner shall maintain homeowners insurance on his residence at all times.

Section 8-2. Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and

condition prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within five months after the damage occurs.

Article IX
Addition of Property To THE RIVER

Declarant has the absolute right to add additional property to the property shown on Exhibit "A" as the area to be developed and subject to this declaration.

Article X
General Provisions

Section 10-1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10-2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 10-3. Amendments. Covenants and restrictions of this declaration may be amended by Declarant so long as Declarant owns at least two (2) lots in THE RIVER for sale in the ordinary course of business by recording an executed amendment to this declaration in the Public Records of Lee County, Florida.

Section 10-4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to THE RIVER or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 10-5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of ten (10) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years each, unless the then owners

of at least three-quarters (3/4) of the lots subject to this declaration execute an instrument in recordable form revoking this declaration and record it in the Public Records of Lee County, Florida.

Article XI Recreational Areas

Section 11-1. Tennis Court and Swimming Pool. Declarant shall construct a tennis court and a swimming pool with a toilet facility on the common property for the use and benefit of lot owners.

Section 11-2. Pier. Declarant may construct but is not obligated to construct a pier extending into the Caloosahatchee River. If the pier is constructed, Declarant may construct and attach thereto such boat docks as may be permitted by the appropriate governmental agencies. The pier, if constructed, shall be part of the common property of the Association for the use and benefit of lot owners, however, the boat docks, if constructed, shall not be part of the common property unless specifically transferred to the Association, but rather, each boat dock shall be sold to individual lot owners as an appurtenance to a lot.

Section 11-3. Boat Docks. Each boat dock shall be appurtenant to a lot except that the Association may own boat docks as part of the common property. A lot owner may transfer his boat dock to another lot owner but a boat dock may never be sold, transferred or rented except as an appurtenance to a lot with the sole exception of the Association as provided above. The owner of each boat dock is responsible at the owner's sole expense for the cost to maintain, repair or replace the boat dock.

Article XII Rights of Declarant

Section 12-1. Declarant intends to undertake the work of developing all lots included within THE RIVER. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of THE RIVER as an ongoing residential community. In order that such work may be completed and THE RIVER be established as a fully occupied residential community as soon as possible nothing in this declaration shall be understood or construed to:

a. Prevent Declarant, Declarant's successors, or the employees, contractors, or subcontractors of Declarant or Declarant's successors from doing on any part or parts of THE RIVER owned or controlled by Declarant or Declarant's successors or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

b. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's successors, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of THE RIVER as a residential community, and the disposition of lots by sale, lease, or otherwise;

c. Prevent Declarant, Declarant's successors, or the employees, contractors, or subcontractors of Declarant or Declarant's successors from conducting on any part or parts of THE RIVER property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing THE RIVER as a residential community, and of disposing of lots by sale, lease, or otherwise;

d. Prevent Declarant, Declarant's successors, or the employees, contractors, or subcontractors of Declarant or Declarant's successors from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of lots in THE RIVER; or

e. Prevent Declarant or Declarant's successors from constructing a pier, if permitted, and attaching thereto such boat docks as may be permitted by the appropriate governmental agencies having jurisdiction and to sell such boat docks to individual lot owners as an appurtenance to their lots.

Section 12-2. As used in this Article XII, the words "its successors" specifically exclude a purchaser of lots improved with completed residences.

Executed at Fort Myers, Florida, on this 28th day of January, 1997.

Signed, sealed and delivered in the our presence:

Frances M. Jobe
signature of first witness to both
FRANCES M. JOBE
printed name of first witness

Andrew Messick
ANDREW MESSICK

VICKI IRONS
signature of second witness to both
YICKI IRONS
printed name of second witness

Audrone Messick
AUDRONE MESSICK

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28th day of January, 1997, by ANDREW MESSICK and AUDRONE MESSICK, husband and wife, who are personally known [] to me or who have produced [] Florida driver licenses [] _____ as identification.

NOTARY PUBLIC:

sign VICKI IRONS
print VICKI IRONS
State of Florida at Large (Seal)

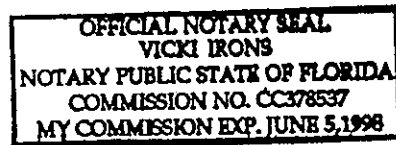


Exhibit "A"

Parcel A

A tract or parcel of land situated in Government Lot 1, Section 7, Township 44 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 8, Township 44 South, Range 25 East; thence South 39°30' East for 8 chains 5 1/2 links (531.63 feet, previously described as 564.3 feet) to the northerly right-of-way line of Edgewood Avenue (formerly Travers Avenue); thence South 50°30' West along said right-of-way line for 970.06 feet to the east line of that certain parcel described in Deed Book 157 at Pages 54 and 55 of the Public Records of Lee County, Florida and the POINT OF BEGINNING; thence continue South 50°30' West for 354.88 feet to the east line of the Plat of HENDRY ESTATES as recorded in Plat Book 7 at Page 58 of said Public Records, thence North 39°31'24" West (North 39°30' West by plat) along the east line of said plat for 500.08 feet to the intersection of the northerly right-of-way line of Riverside Drive; thence South 50°30' West along the northerly right-of-way line of Riverside Drive for 3.06 feet to the intersection of the west line of that certain parcel described in Deed Book 157 at Page 99 of said Public Records; thence North 42°42' West along said west line for 120.30 feet to a drill hole in a concrete seawall and the effective waters edge of the Caloosahatchee River; thence North 50°33'11" East along the waters edge of said River (following the seawall) for 331.65 feet to a drill hole in the concrete seawall and the intersection of the west line of those certain parcels of land described in Deed Book 157 at Pages 26 and 27 and Deed Book 157 at Page 54 and 55 of said Public Records; thence South 42°34' East along said west line for 620.77 feet to the northerly right-of-way of Edgewood Avenue and the POINT OF BEGINNING.

Parcel B

Lots 1, 2 and 4, Block 4, HENDRY ESTATES according to plat thereof recorded in Plat Book 7 at Page 58, Public Records of Lee County, Florida.

More commonly located at 3559 Edgewood Avenue.

Prepared by:
Sylvia E. Heldreth, Esq.
LAW OFFICES OF
SYLVIA E. HELDRETH, P.A.
804 S.E. 47th Terrace
Cape Coral, FL 33904

CERTIFICATE OF AMENDMENT
TO
CONDOMINIUM DECLARATION
OF
THE RIVER TOWNHOUSE ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on _____, by a vote of not less than two-thirds percent (2/3%) of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for THE RIVER TOWNHOUSE ASSOCIATION, INC. as originally recorded in O.R. Book 2790, Page 2581, et seq., and any amendments thereto in the Public Records of Lee County, Florida, be and the same is hereby amended as follows:

1. The Condominium Declaration of THE RIVER TOWNHOUSE ASSOCIATION, INC. is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Condominium Declaration."

IN WITNESS WHEREOF, THE RIVER TOWNHOUSE ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this _____ day of _____, 2001.

Signed in the presence of:

THE RIVER TOWNHOUSE
ASSOCIATION, INC.

Print Name: _____

By: _____
As Its President

Print Name: _____

By: _____

EXHIBIT "A"
SCHEDULE OF AMENDMENT
TO
CONDOMINIUM DECLARATION
OF
THE RIVER TOWNHOUSE ASSOCIATION, INC.

BE IT RESOLVED THAT the Condominium Declaration of THE RIVER TOWNHOUSE ASSOCIATION, INC. shall be and is hereby amended to read as follows:

1. Article VII of the Condominium Declaration is amended to read as follows:

Section 7-1. Association. The Association shall maintain, repair and replace the common property and improvements thereon including recreational facilities except for boat docks appurtenant to individual lots. The Association shall also maintain ~~the roof, exterior surfaces of the townhouses thereon,~~ walkways and driveways except as specifically charged to the individual lot owner by Section 7.2.

Section 7-2. Lot Owners. Each individual lot owner is responsible for the cleaning and general maintenance of his or her lot and the townhouse thereon to include exterior surfaces, walkway, and driveway. Units owners shall maintain, repair and replace at their own expense the following:

h. The roof and exterior surfaces of the townhouse.