

**CERTIFICATE OF AMENDMENT TO
THE BYLAWS
OF
THE RIVER TOWNHOUSE ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)**

THE UNDERSIGNED, being the President of THE RIVER TOWNHOUSE ASSOCIATION, INC, a Florida non-profit corporation, do hereby certify and attest, respectively, that the attached Amendment to the Bylaws, of The River Townhouse Association, that was originally recorded in O.R. Book 2790, page 2604 et seq. of the Official Public Records of Lee County, Florida, was duly approved, adopted, and enacted by the required vote of Members at a Members Meeting held on December 11, 2010, at which a quorum was present and for which due notice was given.

THE RIVER TOWNHOUSE ASSOCIATION,
INC.

Sign: *Glen Russell*
Print: Glen Russell
Title: President

WITNESSES:

Sign: *Deborah Fuch*
Print: DEBORAH FUCH
Sign: *Kayla Morgenstern*
Print: Kayla Morgenstern

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 22nd day of December, 2010, by Glen Russell, as President of THE RIVER TOWNHOUSE ASSOCIATION, INC. who is (check one): personally known to me or _____ produced _____ as identification.

(SEAL/STAMP)



Signed: *Carol M Phillips*
Print: Carol M Phillips
Notary Public – State of Florida
Serial Number: DD 994369
My Commission Expires: May 20, 2014

**AMENDMENT TO THE BY-LAWS OF
THE RIVER TOWNHOUSE ASSOCIATION, INC.**
(a Florida corporation not for profit)

The By-Laws of The River Townhouse Association, Inc., shall be amended as shown below:

Note: New language is underlined. Language to be deleted is ~~struck-through~~

Pages BL-10 – BL12, Article X, Rules & Regulations

(Sections 1-11: No Changes)

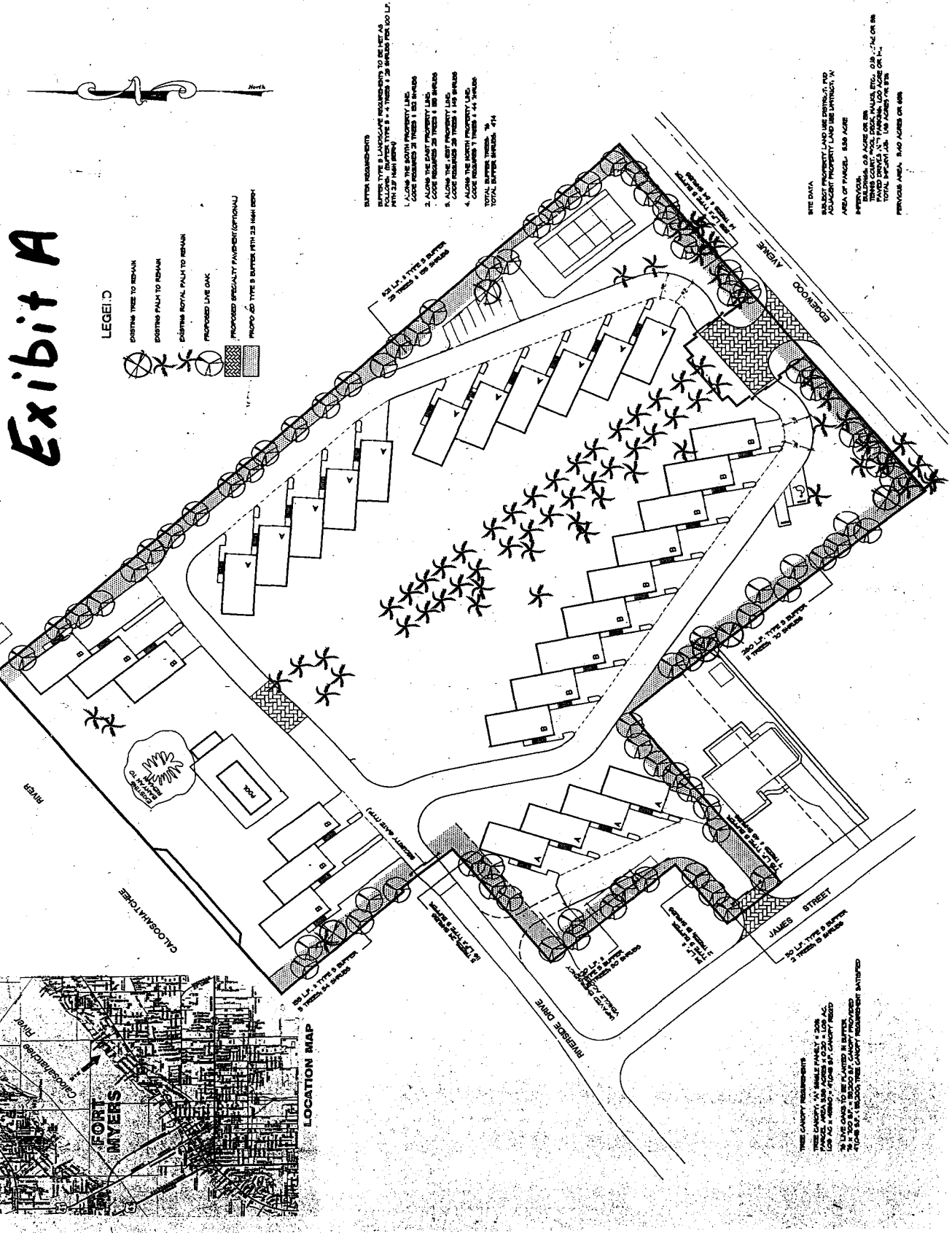
12. Parking and Storage of Vehicles. Except for service vehicles temporarily present on business that are not owned, leased, or operated by residents of The River Townhouse Association, owners and occupants of Townhouses may not park, store, or keep on the properties and commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, mobile home, motor home, bus, tractor, or any other such vehicle except standard passenger cars, pickups or vans with OEM suspension and exhaust not to exceed a capacity of eight (8) passengers, with a maximum of two (2) axles, ¾ ton payload capacity, and eight (8) feet in height unless it is enclosed within a garage, or the parking arrangement has been approved by the Board. As used herein, the term “commercial vehicle” means trucks and other vehicles and any vehicle with staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment, or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper, or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or lot. No person may park, store, or keep any motor vehicle on grassed or landscaped areas, or any place outside of paved driveways, garages, or other designated parking areas. Visitors and guests may park in the designated guest parking area for up to twenty one (21) days within any three (3) month period. Residents and their guests may only park in the designated driveway assigned to their townhouse as shown on Parking Designation Exhibit A. Guest parking may be utilized only after exceeding the capacity of the resident’s designated driveway. Residents cannot park on any driveway designated for the use of another townhouse without that owners written permission on file with Management. No resident may store more vehicles on the property than will fit in their garage or within their designated driveway without encroaching onto the common roadway. No inoperative or unregistered vehicle may be kept on the properties unless enclosed within a garage. The repair of motor vehicles is not permitted on the properties except in your garage. No boats, trailers, campers, or motor homes of any kind are allowed to park on the property.

Exhibit A

SPECTRUM
 REVISED MAY 19, 1993

THE RIVER - MESSICK PROPERTIES
 30 UNIT PLANNED UNIT DEVELOPMENT, EDGEWOOD AVENUE, FORT MYERS, FLORIDA 33905

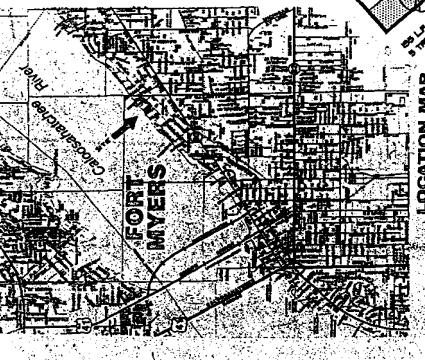
GENERAL SITE PLAN
 PROJECT NO. 93-001
 DATE: MAR 1993
 SCALE: 1" = 30'



- LEGEND**
- EXISTING TREES TO REMAIN
 - EXISTING PALMS TO REMAIN
 - EXISTING ROYAL PALM TO REMAIN
 - PROPOSED LIVE OAK
 - PROPOSED SPECIALTY PLANTING (OPTIONAL)
 - PROPOSED TYPE B BUFFER WITH 25' HIGH BERRY

BUFFER REQUIREMENTS
 BUFFER TYPE 1 ALONG THE PROPERTY LINE TO BE 10' AS REQUIRED BY THE CITY OF FORT MYERS. BUFFER TYPE 2 TO BE 10' AS REQUIRED BY THE CITY OF FORT MYERS. BUFFER TYPE 3 TO BE 10' AS REQUIRED BY THE CITY OF FORT MYERS. BUFFER TYPE 4 TO BE 10' AS REQUIRED BY THE CITY OF FORT MYERS.

SITE DATA
 PROPERTY AREA: 1.00 ACRES OR LESS
 ADJACENT PROPERTY LAND USE: RESIDENTIAL
 AREA OF PARCEL: 8.89 ACRES
 IMPROVEMENTS: 0.8 ACRES OR LESS
 TOTAL AREA: 1.00 ACRES OR LESS
 TOTAL IMPROVEMENTS: 0.8 ACRES OR LESS
 PREVIOUS AREA: 1.00 ACRES OR LESS



TREE CANOPY REQUIREMENTS
 TREE CANOPY: 10% MINIMUM CANOPY
 TREE CANOPY: 10% MINIMUM CANOPY
 TREE CANOPY: 10% MINIMUM CANOPY
 TREE CANOPY: 10% MINIMUM CANOPY

**AMENDMENT TO THE BYLAWS
OF
THE RIVER TOWNHOUSE ASSOCIATION, INC.**

The Bylaws for The River Townhouse Association, Inc. Shall be Amended as shown below.

Note: New language is underlined. Language to be deleted is ~~struck through~~.

Article X

(Sections 1 – 5 remain unchanged)

6. No wild or farm animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on any common area. ~~However, dogs, cats, and other household pets may be kept on lots subjects to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.~~ Keeping a pet is a privilege, not a right, and the Board of Directors has authority to remove any pet that becomes a source of annoyance and the privilege is subject to the following conditions:

(a) Only usual domestic pets such as dogs, cats, and birds may be kept on premises. Birds must be no larger than a parakeet. Fish, gerbils, and hamsters are also acceptable. Snakes, iguanas, alligators, and other reptiles are not.

(b) All owners must comply with Lee County and City of Fort Myers ordinances pertaining to pet controls, licensing and health certificates. Any resident willfully disregarding these rules shall remove such pet permanently from the property upon written notice from the Association.

(c) Pet owners are responsible for timely cleanup and disposal of pet feces.

(d) Pets may not be kept for breeding or commercial purposes.

(e) No animal of an aggressive breed or nature shall be permitted such as but not limited to: Doberman Pinscher, Pit Bulls, American Staffordshire Terrier,

Rottweiler, Akita, Perro de Presa Canarios, Wolf-hybrids, Any dog that has any of these breeds in their lineage.

(f) Pets must be prevented from creating a nuisance or unreasonable disturbance. The Board shall have the right to require permanent removal of such a pet if the problem is not corrected.

(g) Dangerous dogs are a serious threat to the safety of residents and other pets. A dangerous dog is one that:

1. has aggressively bitten, attacked, endangered, or inflicted injury on a human being or other pet.
2. has, when unprovoked, chased or approached a person or a properly restrained pet on the sidewalk, street, or public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

(h) No more than two (2) pets allowed per each titled unit, neither of which to exceed fifty (50) pounds at maturity.

(i) A variance may be given for a 'service animal' as classified by the State of Florida when authentic supporting documentation is provided and verified by Management and the Board of Directors.

(j) Renters and Guests must abide by the same Pet Rules as Home Owners.

Any pet residing on property prior to this amendment will automatically be grandfathered and exempt from these restrictions, regardless if it meets these requirements or not. In the event such a pet residing on the property does not meet these requirements, it may continue to reside on the property until such time it passes. After the pet passes, any new pet brought onto the property must meet these requirements.

Should any dog be deemed dangerous by the Board, the Association shall have the right to require the dog's permanent removal from the complex and shall be entitled to such relief as may be necessary to accomplish this order should the owner fail to remove such a pet after notice from the Association to do so.