

**CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF
RIVER PLACE TOWNHOUSE ASSOCIATION, INC.**

THE UNDERSIGNED, being the President and Vice President of RIVER PLACE TOWNHOUSE ASSOCIATION, INC, a Florida non-profit corporation, do hereby certify and attest, respectively, that the attached Amendment to the Declaration of Covenants, Easements and Restrictions of River Place, that was originally recorded on April 7, 2003 in 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 August 24, 2011, at which a quorum was present and for which due notice was given.

RIVER PLACE TOWNHOUSE ASSOCIATION,
INC.

(Seal)

Sign: *Ingeborg Appleton*
Print: Ingeborg Appleton
Title: President

Attested by:

Sign: *Nancy Singer*
Print: Nancy Singer
Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of September, 2011, by Ingeborg Appleton, as President; and Nancy Singer, as Vice President, of RIVER PLACE TOWNHOUSE ASSOCIATION, INC. who are (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: DD994369
My Commission Expires: May 20, 2014

**PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF
RIVER PLACE**

The Declaration of Covenants, Easements and Restrictions of River Place Townhouse Association, Inc., shall be amended as shown below.

ARTICLE III REGARDING ASSESSMENTS HAS BEEN DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING PROVISIONS. SEE ORIGINAL ARTICLE III FOR ORIGINAL TEXT.

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**ARTICLE III.
Assessments**

Section 3-1. Covenant to Pay Assessments. Each owner of a Townhouse Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. The Townhouse Parcel's share of annual assessments based on the annual budget of common expenses adopted by the Board;
- b. The Townhouse Parcel's share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments; and
- c. Any specific charge against one or more Townhouse Parcel as authorized by the Declaration or Bylaws.

Section 3-2. Share of Annual and Special Assessments. Each Townhouse Parcel owner shall be liable for a share of all annual and special assessments, which share shall be a fraction of the whole, the numerator of which is the number "one" (1) and the denominator of which is the actual number of Townhouse Parcels (25).

Section 3-3. Establishment of Liens to Secure Payment. Any and all assessments and charges levied by the Association, together with interest at the highest rate allowed by law, and other costs of collection (including but not limited to attorney's fees) are hereby declared to be a continuing lien upon the Townhouse and Townhouse Parcel against which each such assessment or charge is made. The lien relates back to the date of recording this Declaration, and is superior to any homestead rights any owner may acquire. The lien is perfected by recording a Claim of Lien in the Public Records of the County, setting forth the amount and due date of each unpaid assessment or charge. To be valid, the Claim of Lien must be signed by an Officer or authorized agent of the Association, and must contain the legal description of the Townhouse Parcel. A recorded Claim of Lien secures payment of all assessments or charges due at the time of recording as well as all assessments and specific charges coming due subsequently, including all interest, late payment fees, attorney's fees and costs incident to the collection process, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by the Claim of Lien, the party making payment is entitled to a satisfaction.

Section 3-4. Foreclosure of Lien. The Association may bring an action in its name to foreclose a lien for assessments in the same manner in which a mortgage of real property is

foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in an action to foreclose a lien or an action to recover a money judgment for unpaid assessments. The Association may purchase the Townhouse Parcel at the foreclosure sale and hold, lease, mortgage, or convey the Townhouse Parcel.

Section 3-5. Successors in Interest – Subordination of the Lien to First Mortgages. A Townhouse Parcel owner, regardless of how his or her title to the property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Townhouse Parcel owner. The Townhouse Parcel owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Townhouse Parcel upon which the assessments are made.

a. A Townhouse Parcel owner is jointly and severally liable with the previous Townhouse Parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Townhouse Parcel owner may have to recover any amounts paid by the present owner from the previous owner.

b. Notwithstanding anything to the contrary contained in this Section, the liability of a first mortgagee, or its successor or assignee, as a subsequent holder of the first mortgage who acquires title to a Townhouse Parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Townhouse Parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
2. One percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this Section apply only if the first mortgagee filed suit against the Townhouse Parcel owner and initially joined the Association as a Defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the Complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

Section 3.6. Assignment of Rents. In the event a Townhouse Parcel Owner is in default in the payment of assessments or other monetary amounts due and owing to the Association and the owner's Townhouse is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. Upon demand by the Association the tenant shall pay said rent to the Association. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the monetary delinquency on the Townhouse Parcel owner's account for the leased Townhouse according to the priority established in Section 720.308, Florida Statutes, until the Townhouse owner's account is current. The rights contained herein are in addition to any rights granted by law.

Section 3.7. Estoppel Certificate. The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Townhouse Parcel owner, prospective

purchaser of a Townhouse Parcel, or mortgagee, a certificate, in writing, signed by an Officer of the Association, setting forth whether all assessments and other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Townhouse Parcel owner. The Association may charge a fee not exceeding the amount allowed by law to prepare the estoppel certificate.

PROXY

**River Place Townhouse Association, Inc.
Special Membership Meeting**

**August 24, 2011
6:00 PM Poolside at River Place**

To: Board of Directors
River Place Townhouse Association, Inc.
c/o SilverCrested Management, LLC
PO Box 1848
Fort Myers, FL 33902

KNOW ALL PERSONS BY THESE PRESENT, that the undersigned hereby appoints the Board of Directors of the
ENTER THE NAME OF YOUR PROXY HERE YOUR UNIT#
Association, or _____ as agent to represent the owner of Unit # _____ with the Power of
Substitution for and in the name, place and stead of the undersigned, to vote as Proxy at the Special Membership Meeting of the Association, to be
held poolside at River Place Townhouse Association, Inc., on **August 24, 2011**, and any adjournments thereof, according to the number of votes that
the undersigned would be entitled to vote if then present in accordance with the specifications hereinafter made, as follows:

To assign General Powers voting authority to your Proxy, place your initials in the box under General Powers

General Powers

INITIAL

I hereby authorize and instruct my Proxy to use his or her best judgment on all matters which properly come before the meeting as may be authorized by Sec. 720.306(8), Florida Statutes. I understand that my Proxy Holder cannot vote on those matters or issues listed under the Limited Powers of this Proxy. Only the unit owner signing this Proxy is considered to be the registered agent of the unit and may vote on the matters or issues listed under the Limited Powers of this Proxy.

Limited Powers

IMPORTANT: For your vote to be cast on the following issues, you the unit owner MUST indicate your preference in the boxes provided below and sign page 2 of this Proxy. If you **DO NOT** indicate your preference by marking your choice of boxes on any voting issue and sign page 2 of this Proxy, your vote on that issue cannot be counted.

Your Proxy Holder CANNOT vote for you on the issues below.

LIMITED POWERS VOTING ISSUES

1. Vote to amend the Declaration of Covenants, Article III, Section 3-1 through 3-7, Assessments, (enclosed). This change will protect the Associations rights upon foreclosure of a unit.

(The Board recommends voting IN FAVOR of this amendment)

IN FAVOR OF AMENDING THE DECLARATION OF COVENANTS, ARTICLE III, WITH THE ENCLOSED CHANGES.

OPPOSED TO AMENDING THE DECLARATION OF COVENANTS ARTICLE III, WITH THE ENCLOSED CHANGES. The documents would remain as they are presently.

The undersigned ratify and confirm any and all acts and things that the Proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revoke all prior Proxies previously executed.

Date _____

Unit _____

UNIT OWNER'S SIGNATURE _____

UNIT OWNER'S NAME (PRINTED) _____

PROXY HOLDER - PLEASE CONTINUE SHOULD YOU NOT BE ABLE TO ATTEND THIS MEETING.

SUBSTITUTION OF PROXY HOLDER - (NOT TO BE FILLED OUT BY UNIT OWNER).
This is for the use of the person you designate the Proxy to, if they cannot represent you.

SUBSTITUTION OF PROXY

The undersigned, appointed as above, does hereby designate to substitute for me in the Proxy set forth above.

Date: _____

Signature of Proxy Holder As Stated Above: _____

Name of Substitute Proxy Holder(Printed): _____

In no event shall this Proxy be valid for a period longer than 90 days after the date of the meeting for which it was given.