

**Rivers Edge**  
Property Homeowners Association

**Amended and Restated  
Declaration of Restrictions, Covenants, Conditions,  
Charges and Reservations  
Affecting Property Located In  
Hunter Creek Village**

THIS AMENDED AND RESTATED Declaration of Restrictions, Covenants, Conditions, Charges and Restrictions Affecting Property Located in Hunter Creek Village was duly adopted and is made effective the 22 day of May,, 2006.

WITNESSETH:

WHEREAS, the Declaration of Restrictions, Covenants, conditions, Charges and Restrictions Affecting Property Located in Hunter Creek Village (herein referred to as "Declaration") was dated January 19, 1982, and was recorded on the same day in O.R. book 687, Pages 1898 through 1908, inclusive, of the Public Records of Charlotte County, Florida; and

WHEREAS, the Declaration encumbers and relates to that real property which was platted as Hunter creek Village pursuant to plat thereof recorded in Plat Book 15, Pages 54A, 54B and 54C, of the Public Records of Charlotte County, Florida (said subdivision herein referred to as "Hunter Creek Village Phase I"); and

WHEREAS, the Declaration was amended by First Amendment to same dated December 1, 2005, and recorded in O.R. Book 2930, Pages 1276 through 1327, inclusive, (herein referred to as "First Amendment") and by Second Amendment to same dated February 4, 2006, and recorded in OR. Book 2930, Pages 1328 through 1381, inclusive (herein referred to as "Second Amendment") all of the Public Records of Charlotte County, Florida; and

WHEREAS, the Declaration provided that the operation and management of the subdivision would be administered by Hunter Creek Village Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns; and

WHEREAS, the successor to the said Association is Rivers Edge Property Homeowners Association, Inc., a Florida not-for-profit corporation (herein referred to as "Association"); and

# **Rivers Edge**

## **Property Homeowners Association**

WHEREAS, the Members of the Association desire to amend and restate the Declaration together with the First Amendment and Second Amendment; and WHEREAS, this Amended and Restated Declaration was approved by the affirmative vote of not less than sixty-seven percent (67%) of the total voting interests of the Association.

NOW, THEREFORE, the Association and its Members hereby confirm the covenants and conditions set forth in the Declaration that all of the property constituting Hunter Creek Village Phase I shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the said property and any additional property made subject hereto, and shall be binding on all parties having any right, title or interest in such properties or additional properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereto as more fully set forth herein.

### **1. Definitions**

1.1 "Association" shall mean and refer to RIVER EDGE PROPERTY HOMEOWNERS ASSOCIATION INC., a Florida non-profit corporation, its successors and assigns. All references in the declaration to Association shall mean the above-named Florida not-for-profit corporation.

1.2 "Owner" shall mean and refer to the record owner (including contract purchasers or buyers entitled to possession of a lot), whether one or more persons or entities, of a fee simple title to any lot which is a part of the property constituting HUNTER CREEK VILLAGE PHASE I, but excluding those having such interest merely as security for the performance of an obligation or as a trustee under any instrument securing such an obligation.

1.3 "Property" and "Land" shall mean and refer to the above defined land and such additions thereto as may hereafter be acquired or bought within the jurisdiction of the Association.

1.4 "Common Areas" shall mean all real property and personal property now and hereafter owned by the Association for the common use and enjoyment of, or to supply services to, all of the Owners. Where context so permits, or requires, the phrase "Common Areas" shall include all streets, improvements, fixtures and equipment of every nature (real, personal and mixed) constructed, installed or supplied on, in or to, the Common Areas.

1.5 "Common Services" shall mean such services as are provided by the Association to each member or Lot, the cost of which are included in the annual assessment. These services may include, but not be limited to, community social and recreational activities, and other uniform benefits to the members and lot owners. The Association shall not be required to provide any specific common services but shall provide such as are economically feasible and warranted.

# Rivers Edge

## Property Homeowners Association

1.6 "Lot" shall mean and refer to any plot of land shown upon the plat of Hunter Creek Village Phase I, as recorded in Plat Book 15, page 54A, 54B and 54C of the public records of Charlotte County, Florida.

1.7 "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration and Articles of Incorporation of the Association.

1.8 "Utility" shall mean and refer to potable water, sewer, fire, electric and telephone lines, hydrants, meters and facilities for the servicing of the lots and common areas which are owned, provided and maintained by Charlotte County, Florida Power and Light Co., Sprint Telephone, the Association, or any other entity or their assignees which are provided for the general use and benefit of the land and its owner.

1.9 "Home" or "Dwelling" shall refer to residences such as "Mobile", "Manufactured", "Modular" homes or residences utilizing conventional construction.

## 2. Property Rights

### 2.1 Owners Easements of Enjoyment

Every owner shall have right and easement of use and enjoyment in to the common areas both appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) The right of the Association to charge reasonable admission and other fees for and to establish, amend and enforce Rules and Regulations concerning the use of any facility situated upon the Common Area's.

b) The right of the Association to levy assessments and to charge for utility services provided by the Association.

c) The right of the Association, acting through the Board of Directors, to suspend the voting rights and right to the use of any and all Common Areas by a member for any period during which any charge or assessment against his lot remains unpaid and for a period, not to exceed Sixty (60) days for each infraction of its published rules and regulations or of these covenants, conditions and restrictions.

d) The right of the Association to borrow money for the purpose of capital improvements in relation to the Common Area and in aid thereof to mortgage the same upon the affirmative vote of two-thirds (2/3rds) of the members.

e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be effective unless an instrument indicating approval thereof by two-thirds (2/3rds) of the lot owners, no such dedication or transfer shall be effective unless an instrument indicating approval thereof by two-thirds (2/3rds) of the owners is recorded in connection with such dedication or transfer.

# **Rivers Edge**

## **Property Homeowners Association**

f) Residents of Hunter Creek Village Phase I shall be afforded the right of access to common facilities.

### **2.2 Delegation of Use**

Any owner may delegate his right of enjoyment to the Common Areas to the members of his family or tenants.

## **3. Membership and Voting Rights**

### **3.1 Membership**

Every person or entity who is a recorded owner of any lot in the aforesaid residential community which lot is subject under this Declaration to assessment by the Association shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation or as a trustee under any instrument securing such obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by the Association.

### **3.2 Voting**

The Association shall have one class of voting memberships and there shall be one vote with respect to each lot. When one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

## **4. Covenant for Assessments and Utility Charges**

### **4.1 Creation of the Lien and Personal Obligation of Assessments and Utility Charges**

Each Owner of any lot by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual maintenance assessments or charges, (2) special assessments for capital improvements.

The annual and special assessments, as well as all utility fees and charges, together with any interest, cost and reasonable attorneys fees incurred in respect of collecting thereof shall be a charge on the land and shall be a continuing lien on the lot, against which such assessment is made. Each assessment or charge together with interest, costs and reasonable attorney's fees, if any, shall also be the joint and several personal obligation of the person or persons who was or were the owner or owners of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to the delinquent owners successors in title unless expressly assumed by them.

# **Rivers Edge**

## **Property Homeowners Association**

### **4.2 Purpose of Assessments and Charges**

The annual and special assessment levied by the Association shall be used exclusively for the promotion of the recreation, maintenance, health, safety and welfare of the owners and members, for the providing to all owners and members of common services and the improvement and maintenance of the common areas and for any purpose or use related to the foregoing.

### **4.3 Annual Assessment**

The initial annual assessment shall be payable monthly in advance on the first day of each month. The Board of Directors of the Association shall fix the annual assessment, which shall be paid to the Association in advance, in equal monthly installments, and the Association shall thereafter provide, at the Associations expense, all common services.

### **4.4 Special Assessments for Capital Improvements.**

In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, acquisition, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the written consent of two-thirds (2/3rds) of the owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any such meeting shall state the purpose of the meeting and shall be sent to all owners not less than fourteen (14) days nor more than fifty (50) days in advance of the meeting.

### **4.5 Uniform Rate of Assessment**

Both annual and special assessments, except as otherwise provided in this declaration, must be fixed at uniform rates for all lots regardless of size, value of improvements and number of persons occupying each such lot and may be collected on a monthly or other periodic basis, provided, however, in sole discretion of the Association, and with the approval of the Board of Directors, a lot owners assessment may be reduced or credited by such an amount as shall be determined by the Board of Directors to be a direct cost savings to the Association for not providing common service which the owner shall provide for his own lot.

### **4.6 Right to Foreclose**

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen per cent (18%) per annum. The Association in addition to other rights provided here-in, may bring an action at law against the owner or owners personally obligated to pay the same, or foreclose the lien

# **Rivers Edge**

## **Property Homeowners Association**

against the lot in question. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

### **4.7 Exempt Property**

At the discretion of the Association, any portion of the property dedicated to, and accepted by a local public authority or agency and any portion of the property owned by a charitable or non-profit organization may be exempted from the assessment created herein. However no such portion devoted to dwelling use shall be exempted from said assessments.

## **5. Architectural Control**

### **5.1 Approval Mechanism**

No tree, building, home, fence, well, patio, or other structure shall be planted, commenced, erected or maintained upon the property which interferes with utility maintenance or servicing, or with the overall beauty and harmony of the community, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, lot lines, topography, by the Board of Directors of the Association, or by an Architectural Review Committee composed of not less than one (1) nor more than five (5) representatives appointed by the Board. In the event the Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required.

### **5.2 Approval Guidelines and Process**

To supplement the foregoing and to ensure that homes and accessory building within the neighborhood are harmonious, except as otherwise permitted, an architectural review committee must approve all construction. Although certain requirements are specified here-in, the Architectural Review Committee will not be limited to the specific requirements but rather will have broad discretion.

#### **5.2.1 Architectural Review Procedure**

- (a) Application: The plans to be submitted for approval shall include
- (i) the construction plans and specifications, including all proposed clearing and landscaping;
  - (ii) elevations of all proposed improvements;
  - (iii) a lot survey showing current improvements; and

# **Rivers Edge**

## **Property Homeowners Association**

(iv) such other items as the Architectural Review Committee requires

No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee.

(b) Basis for Decision: The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decision.

### **6. Use Restrictions**

Each lot and living unit shall be owned and conveyed subject to the following additional restrictions and covenants. In order to conserve the natural beauty of the property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed and constructed improvements:

#### **6.1 Minimum Requirements**

All manufactured homes which are placed on a lot must contain not less than 960 square feet, excluding carport, shed/garage, and screened patios (if present), have a covered carport with a shed/garage, and be in a new or like new condition or inspected and approved by the Association or the Architectural Review Committee. In recognition of the fact that under the aegis of a prior Association some homes were built which contravene these rules, such non-conforming properties as of 1<sup>st</sup> April 2005 shall be deemed as 'grand fathered' and exempt from the provisions of this paragraph. Any subsequent modifications to the cited areas shall conform.

Any other dwellings constructed or located on a lot, including conventional or modular homes must contain at least 1200 square feet of floor area. "Floor Area" means the livable floor area and does not include garages, porches (open or screen enclosures), terraces or patios.

#### **6.2 Appurtenant Structure Requirements**

Each manufactured home is required to be skirted and anchored and to have at least a full length carport roof over a concrete surface, and landscaping. These requirements are to be met within sixty (60) days after placing of home on lot or

# **Rivers Edge**

## **Property Homeowners Association**

an owner must otherwise show intention to comply to the satisfaction of the Architectural Committee.

### **6.3 Other Structures**

No structure of a temporary character, such as a trailer, camper, tent, shack, garage, barn or other out-buildings shall be placed or used on any lot at any time. A free standing utility building or storage building, which is not an integral part of the carport and or home shall not be placed or used on a lot.

### **6.4 Provision of Utility Service**

All utility hook-ups must be performed by qualified personnel. Each home must be placed in accordance with the position designated by the Association. No structure shall be placed any closer to the owners property lines than as follows: Twenty-five (25) feet from the street right of way, twenty (20) feet from the rear line and seven and a half (7½) feet from each side line. An easement for utilities, drainage, maintenance and path (former bicycle path) is reserved within these set back areas. Path to be for ingress and egress to common area dock and is for use of all members.

### **6.5 Restriction for Single Family Homes**

Except as otherwise provided for herein, no more than one single home shall be placed on each lot, and shall be used as a single family dwelling. For purposes of these restrictions, conventional homes shall include built on permanent foundations, and constructed with concrete blocks, wood frame or other traditional building materials.

### **6.6 Animals**

All dogs or cats shall be kept on their own lot, except when being walked on a leash. In the event that a domestic pet deposits any unpleasant by-product anywhere other than the owners lot the owner of the pet shall be responsible for removing and disposing of said by-product. Usually one pet (dog or cat) of each type shall be allowed, however additional animals shall be allowed at the discretion of the Board.

### **6.7 Commercial/Business Activities**

Commercial and/or professional activities may not be carried on within a home or on a home lot unless that activity has been specifically sanctioned by the Board. Owners desiring to conduct any such activity should submit notice in writing to the Board defining the type of business to be conducted, and the estimated extent of involvement of non-resident parties. The Board in considering such



# **Rivers Edge**

## **Property Homeowners Association**

requests shall use as its criteria the minimization of additional outside vehicular traffic into the park.

### **6.8 Motor Vehicles**

All motor vehicles must have current license tags and be parked fully on the lot owner's own property in the area provided. No street parking will be allowed at any time, except for approved deliveries, pickups or short time visitors. Any vehicles, motor homes or buses, boats, trailers and similar type vehicles must be parked in the Associations designated storage areas. Major overhaul, repairs or rebuilding of motor vehicles or trailers shall not be permitted on the property, but routine maintenance is permitted. The Associations agent can enter property and remove non-conforming vehicles and other non-conforming items upon ten (10) days written notice at owner's expense.

### **6.9 Personal Storage**

No storage of any kind will be permitted around a home except in an approved utility building. Wood products may NOT be stored under a home.

Commercially available storage bins not exceeding 5 feet in width, 3½ feet in depth and 4 feet in height, not necessarily attached to the structure of the home, shall be considered as approved. Such items shall not be considered in conflict with the requirements of 6.10, or of 6.12 provided the subject containers are used for storage of trash cans and recycling bins.

### **6.10 Garbage Storage & Collection**

Trash or garbage cans shall be concealed on all four sides; all shall be kept beside or behind a home except when placed out front for collection on designated days. The Association can require trash and garbage to be placed near the street edge in disposable containers for pick up. Garbage must be collected and disposed of by a licensed garbage collector at owner's expense.

### **6.11 Signs**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to indicate the name of the resident or one sign of not more than five square feet advertising the property for sale or for rent.

### **6.12 Enclosures**

No fence, or wall or other enclosure shall be erected without approval of the Association.

# **Rivers Edge**

## **Property Homeowners Association**

### **6.13 Exterior Drying Facilities**

The only clothes line permitted shall be the removable single pole umbrella type, located behind the home, concealed from street view, which shall be removed when not in use.

### **6.14 Maintenance of Lots**

All lots must be kept clean, neat, mowed and free from litter to the satisfaction of the Association. Plants, shrubs and landscaping must be properly maintained. When any lot is not maintained in above condition, the Association (through its agents) reserves the right for itself to enter the lot, mow or clean up same, remove unsightly structures and to charge the owners a reasonable amount for the work performed, which amount if not paid promptly shall constitute a lien against the lot. If such lien is filed and enforced, the lot owner shall be liable for all collection costs and attorney's fee incurred.

### **6.15 Antennas**

Installation of all outside antennas shall be subject to the approval of the Architectural Committee.

### **6.16 Speed Limits**

Maximum motor vehicle speed on the common areas shall be 15 miles per hour or as determined by the Association.

### **6.17 Residency Restrictions**

The subdivision is restricted to adult occupancy only. This is a housing facility for older persons. No persons under fifty-five (55) years of age may occupy and reside in a home located on a lot, except temporary guests of unit owners or occupants who may visit a home in accordance with applicable provisions of this Declaration and Rules and Regulations of the Association.

#### **6.17.1 Granting of Exceptions**

Notwithstanding the foregoing restriction, the Board of Directors of the Association may permit persons between the ages of forty (40) and fifty-five (55) to permanently reside in a dwelling as long as one of occupants of the subject dwelling is at least fifty-five (55) years old. In addition, heirs or beneficiaries of a lot owner who inherit a lot or home, may occupy the lot provided the said individual or individuals are not younger than forty (40) years of age, and also provided that 80% of all dwellings and lots which are bound by this Declaration are occupied by at least one person fifty-five (55) years of age or older. Any individuals who occupy a dwelling as of the date of passage of this amendment

# **Rivers Edge**

## **Property Homeowners Association**

and who do not otherwise meet the foregoing age requirement may continue to occupy the dwelling in accordance with the existing Restrictions.

### **6.17.2 Enforcement of 'Adult' Provisions**

The Board of Directors of the Association shall establish and adhere to policies and procedures which will assure dwellings are occupied by individuals fifty-five (55) years of age or older, and that all other requirements of the Association to maintain the 'housing for older persons' exception in the Federal Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 and comparable laws of the State of Florida, including the Florida Fair Housing Act, are met and satisfied. The Association shall comply with the rules issued from time to time by the Secretary of Housing and Urban Development and the Florida Commission on Human Relations providing for verification of occupancy. The Board shall deny the occupancy of a dwelling by any person whose occupancy would create a violation of the above-stated requirements of occupancy.

### **6.17.3 Verification of Eligibility**

Each owner or occupant of a dwelling shall provide to the Association documentation to establish and verify the age of each occupant of a dwelling and that the age of at least one occupant of each unit is 55 years of age, or older. Such documentation shall include a driver's license, birth certificate, passport, or any other state, local, national or international official documents containing a birth date of comparable reliability. The said documentation shall be provided on or before the expiration of 30 days from the date the same is requested.

### **6.17.4 Intent**

The intent of the foregoing provisions is to comply with the Federal Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 and the State of Florida Fair Housing Act in the adoption of age restrictions for the occupancy of dwellings within Hunter Creek Village Phase I.

### **6.18 Conduct**

No nuisance or immoral, improper or offensive conduct, as determined by the Board of Directors, shall be permitted or allowed on the property. An owner shall be responsible for the acts or conduct of himself, his family, members, tenants, invitee's and their domestic animals, including liability for their damage to Common areas caused by negligence or willful acts.

### **6.19 Supervision of Juveniles**

No Children under 16 years of age may use the recreational facilities, unless accompanied by an adult, who shall be responsible for all actions of the child.

# **Rivers Edge**

## **Property Homeowners Association**

### **6.20 Waterfront Structures**

No boat house, dock, wharves or other structures of any kind shall be erected, placed, altered or maintained on the lakes, canals or creek front, unless approved by the Association. No boats shall be used or operated on the lakes in Hunter Creek Village Phase I, unless approved by the Association.

### **6.21 Sale and Leasing of Property.**

The sale, lease, conveyance and disposal of lots and properties in Hunter Creek Village Phase I shall be subject to the following provisions:

#### **6.21.1 Association Approval Required**

No owner may sell, lease, give, or otherwise transfer ownership of a lot or any interest therein in any manner without the prior written approval of the Association. The approval shall be by a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (seller, purchasers, etc.), the lot number and the name of the subdivision.

a) Leases - Approvals of leases need not be recorded. Only entire lots may be leased. No owner may lease the property for less than a period of 30 consecutive days. Subleasing by the renter is prohibited. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the covenants of the Association's documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination and eviction.

#### **6.21.2. Approval Procedure**

The approval of the Association shall be obtained as follows:

a) Written Notice - Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of intention to sell or transfer interest in any

# **Rivers Edge**

## **Property Homeowners Association**

fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time.

b) Association's Options - The Association must, within 15 days after receipt of all the information required above, either approve the transfer, or disapprove it for cause. In exercising its power of disapproval, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the subdivision, If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, then the Association shall conclusively be presumed to have approved the transaction. Disapproval for cause shall include, but not be limited to failure of a proposed occupant to meet age restrictions, financial concerns, and other factors such as character and background concerns.

c) Notice of Disapproval - If the Association disapproves the proposed transaction (subject to the qualifications contained in this section), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made.

### **6.21.3 Judicial Sales**

Judicial sales are exempt from this section.

### **6.21.4 Unapproved Transactions**

Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

### **6.22 Guests**

All guests must comply with the Rules and Regulations of the Association, the terms and condition of this Declaration, and other documents pertaining to this subdivision. Overnight guests are limited to a sixty (60) day length of stay in any calendar year, unless a longer stay is approved by the Board of Directors of the Association.

### **6.23 Exterior Lights**

All homes shall have an operational 'Post Light' in the front yard providing an adequate illumination.

# **Rivers Edge**

## **Property Homeowners Association**

### **6.24 Wells and Septic Systems**

No septic tanks, drainfields, or wells for potable water shall be constructed or installed on any lot. So long as common sewerage and water is provided to the subdivision as a whole, each lot owner is required to utilize and pay the ordinary and reasonable charges of such sewage and water service.

### **6.25 Proviso.**

Notwithstanding other provisions to the contrary, in the event the Association acquires title to the following parcel of property:

Lot 63, of HUNTER CREEK VILLAGE, Phase I, a subdivision according to the plat thereof as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida,

the said parcel may be used for the construction and operation of a clubhouse and other amenities approved by the Board of Directors of the Association. In such an event, the said parcel shall be included as part of the Common Areas.

## **7. General Provisions**

### **7. 1 Enforcement**

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

### **7.2 Severability**

Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in effect.

### **7.3 Duration and Amendment**

The covenants and restrictions of this declaration shall run with and bind the property for a term of twenty (20) years from the date this declaration is recorded, after which they shall be automatically extended (unless at least two-thirds (2/3rds) of the lot owners agree otherwise) for successive periods of ten (10) years or by the affirmative vote of sixty-seven percent (67%) of the total voting interests of the Association.

# **Rivers Edge**

## **Property Homeowners Association**

### **7.3.1 Voting Eligibility**

For purposes hereof, one (1) vote may be cast for each lot. Notwithstanding the forgoing, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a lot or increase the proportion or percentage by which a lot shares in the common expenses of the Association unless the recorded lot owner and all recorded owners of liens on the lots join in the execution of the amendment. Any amendment shall be in writing and shall be executed by the president or vice-president and attested by the secretary or treasurer of the Association with the formalities required for the conveyance of real property, and recorded in the Public Records of Charlotte County, Florida.

### **7.4 Annexation**

Additional land may be annexed or added by the Association to the property.

### **7.5 Liability**

It is expressly understood and agreed that the Association (including its directors and agents) shall not be held liable for any damages suffered by any owner, member, their guests or any invitees in their use of the common areas or in the common services provided by the Association except for gross negligence or willful misconduct of the Association or authorized acts of its agents or Directors.

**Rivers Edge**  
Property Homeowners Association

IN WITNESS THEREOF the undersigned have hereunto set their hands and the seal of the corporation, and certify the foregoing amended and restated declaration was adopted, this \_\_\_\_\_ day of \_\_\_\_\_, 2006

Signed Sealed and Delivered in the presence of:  
HOMEOWNERS  
ASSOCIATION, INC.

RIVERS EDGE PROPERTY

\_\_\_\_\_  
By: \_\_\_\_\_  
First Witness

President

\_\_\_\_\_  
Printed Name of First Witness

\_\_\_\_\_  
Attest: \_\_\_\_\_  
Second Witness

Secretary

(Affix Seal)

\_\_\_\_\_  
Printed Name of Second Witness

State of Florida  
County of Charlotte

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by President and Secretary, respectively of RIVERS EDGE PROPERTY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. They are personally known to me or produced \_\_\_\_\_ as identification and did take an oath and depose and said the facts and matters set forth in the foregoing Certificate are true and correct.

My commission expires:

\_\_\_\_\_  
Notary Public