

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
RIVER STRAND GOLF & COUNTRY CLUB**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for River Strand Golf & Country Club is recorded in Official Records 2076, Page 6453 *et seq.*, and as may have been subsequently amended, in the Public Records of Manatee County, Florida, (hereinafter the "Declaration"); and

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 2234, Page 4887 *et seq.*, Public Records of Manatee County, Florida, Harbourvest, LLC, a Florida limited liability company, assigned all of its rights as developer under the Declaration to Lennar HV, LLC, a Florida limited liability company ("Lennar HV"); and

WHEREAS, pursuant to the Notice of Merger recorded in Official Records Book 2236, Page 1, Public Records of Manatee County, Florida, Lennar HV merged with and into Lennar Homes, LLC, a Florida limited liability company (hereinafter the "Developer"); and

WHEREAS, pursuant to Section 19 of the Declaration, Developer reserved the unilateral right to amend the Declaration any time prior to the Turnover; and

WHEREAS, Turnover has not occurred; and

WHEREAS, pursuant to Section 19 of the Declaration, Developer wishes to amend and add the following sections of the Declaration; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

**New language is shown in underlined type; Deleted language is shown in ~~strike-through type~~.
Otherwise, all other provisions shall remain the same.**

The Declaration shall be amended as follows (otherwise, all other provisions shall remain the same)

1.22 "Lot" or "Unit" shall mean ~~a platted lot within the Subdivision~~ a platted lot within the Subdivision

upon which a detached or attached Living Unit has been, or is intended to be, constructed or developed as well as any condominium unit which has been submitted and developed within the Subdivision. It is synonymous with the word "parcel" as used in Chapter 720 of the Florida Statutes. Unless the context clearly requires a different interpretation, the term Lot shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon."

1.23 "Lot Owner" shall mean the record title owner, whether one or more Persons, of the fee simple title to a Lot or Unit. Lot Owner may be used interchangeably with the term "Member."

1.36 "Assessable Parcel" means a Lot or Unit that is subject to assessments in accordance with Article 9 of this Declaration.

1.37 "Governing Documents" means this Declaration, and the Articles of Incorporation, Bylaws, and Rules and Regulations of the Club, if any. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority listed herein.

1.38 "Living Unit" means any actual residential structure, including a single family detached or attached dwelling unit or a condominium unit, located within this Subdivision and intended for use by one family as their place of residence. If a Living Unit is a free-standing or attached single family home located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.39 "Member" means a record owner of a Lot or Unit.

1.40 "Neighborhood" means a condominium, a group of single family homes, coach homes, or villas, or any other residential sub-area development within the Subdivision designated as such, where all the Lots and Living Units are part of the Neighborhood Association or where such residential subdivision of a designated area has been designated as a Neighborhood by the Developer.

1.41 "Neighborhood Association" means a condominium association, an incorporated owners association as defined in Section 720, Florida Statutes, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.42 "Neighborhood Common Areas" means any and all real property and improvements within the Subdivision owned by, leased to, or dedicated to the Club for the use and benefit of its Members, however, the golf course, golf practice area and the related facilities and Golf Common Areas are not Neighborhood Common Areas.

1.43 "Neighborhood Documents" or "Neighborhood Covenants" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods to the exclusion of all others, including the recorded articles of incorporation and bylaws of the Neighborhood Association, all as amended from time to time.

1.44 "Owner" means the record owner of legal title to any Lot or Unit.

4.2 Community Common Areas. The Club shall operate, maintain and, when deeded by the Developer, hold record title to the Community Common Areas. The Community Common Areas are all portions of the Subdivision, not part of a Neighborhood Lot or property owned by a Neighborhood Association, and not included in the Golf Common Areas. Community Common Areas include, but are not limited to, all swimming pools that are not part of a Lot, private roads not within Neighborhood Common Areas, the Clubhouse (excluding the golf cart facility and pro shop), pools, tennis courts and tennis pro shop, if any, and related facilities, environmental habitat and preservation areas, surface water drainage and management systems, and entranceways. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Community Common Areas consistent with the Governing Documents. Use of Community Common Areas shall be available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Community Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units.

5.2 Classes of Membership. The Club ~~will initially have~~ has three(3) classes of voting membership, and at least one (1) class of non-voting membership, as follows:

A. Golf Members. With exception of those owners of lots or living units to which only a Social Membership or a Community Membership has been given as an appurtenance, Golf Members shall be all other owners of Lots or Living Units within the Subdivision. The Developer reserves the right to create a Golf membership for every Lot and Living Unit. Golf Members shall have full rights of use in the Golf Common Areas and facilities, including full golfing privileges. The actual number of memberships which may be created is in the discretion of the Developer. AT THE DEVELOPER'S SOLE DISCRETION, THE DEVELOPER MAY CREATE ADDITIONAL GOLF MEMBERSHIPS AND APPROPRIATE AMENITIES. Except for temporary delegations as provided below, a membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living unit which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. A member's rights to use the golf course and other recreation facilities shall be limited as set forth in this Declaration and in the Bylaws. Any attempt to separate the membership from the interest in real property upon which it is based shall be null void. A Golf Member is a Class A Member in accordance with Article 4 of the Articles of Incorporation.

B. Social Members. The Social Members shall be the Owners of Lots or Living, Units within the Subdivision (if any) to which a Social Membership has been made an appurtenance by Neighborhood Covenants the Governing Documents or Neighborhood Documents as originally recorded, or as amended by the Developer. Social members shall have all rights and privileges to use the Community Common Areas, except the Golf Common Areas. Social members shall not have golfing privileges, except that they may use the golf course only on a "space available" basis, upon payment of greens fees, cart fees and any other fees established by the Board. A Social membership shall not be transferable other than through the sale, lease or conveyance of the record legal title to the Lot or Living Unit to which it is appurtenant; however, a Social member may delegate his membership privileges to a tenant residing in the Member's Living Unit. The voting rights- appurtenant to Living Units with a Social membership shall be as provided in the Bylaws. . A Social Member is a Class A Member in accordance with Article 4 of the Articles of Incorporation.

~~C. Community Members. Community Members shall be the Owners of Lots or Units within the Subdivision (if any) to which a Community Membership has been made an appurtenance by Neighborhood Covenants as originally recorded, or as an amendment by the Developer. The rights and privileges associated with Community Members is undetermined at this time. There may or may not be voting rights associated with this membership. In any event, the rights, obligations and privileges associated with Community Members will be less than those given to Social Members.~~

DC. Interim Members. The Developer or the Board shall have the right, but not the obligation, to authorize an unlimited number of interim members who are not owners or residents of the Subdivision, and who shall have no voting rights. While in good standing, such members have the right to enjoy the social and recreational facilities appropriate to their membership class. To remain in good standing, such members shall be obligated to timely pay all charges and annual dues in the amount established by the Board of Directors. Such memberships shall be good for not more than one year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Board of Directors, with or without cause.

ED. Developer Member. The Developer shall be a member. Except for the 25 memberships that Developer is entitled to hold, own and use for the entire duration of this development, Developer membership and voting rights shall cease to exist at the Turnover Meeting described in the Bylaws, but all of the Developer's other rights and privileges as the Developer, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Developer holds any property within the Subdivision for sale in the ordinary course of business. If the Developer conveys undeveloped property within the Subdivision to a successor developer, the Developer may assign its Developer membership and/or some or all of its voting rights and privileges to the successor developer.

14.1 Development. At the time of recording of this Declaration, development and construction of the Lots and Improvements in the Subdivision have not been completed. Developer reserves all rights and easements necessary or desirable with respect to the Subdivision to complete such development and construction and to effect the sale or lease of all the Lots. In as much as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Subdivision and the Lot Owners, no Lot Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Developer. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles, or Bylaws shall be construed to:

A. Prevent Developer or any Approved Builder, or their contractors or subcontractors, from taking whatever steps they determine to be necessary or desirable to effect the completion of the development of the Subdivision, including, without limitation, the alteration of construction plans and designs as Developer or any Approved Builder deems advisable in the course of such development (all models, sketches, and artists' representations showing plans for future development of the Subdivision being subject to modification by Developer or an Approved Builder at any time and from time to time without notice).

B. Prevent Developer or any Approved Builder, or their contractors or subcontractors, from erecting, constructing, and maintaining within the Subdivision such structures as may be reasonably

necessary for the development of the Subdivision, the construction of Improvements therein, and the sale and leasing of the Lots.

C. Prevent Developer from replatting any contiguous group of Lots or Common Areas owned by Developer, provided such replatting is done pursuant to an amendment to this Declaration executed by Developer and recorded in the Public Records prior to the Turnover.

Notwithstanding any provision hereof to the contrary, Developer and Approved Builders shall have the express right to construct, maintain, and carry on such offices, structures, facilities and activities within the Subdivision including the Common Areas and all recreational facilities as, in the sole opinion of Developer, may be reasonably necessary, convenient, or appropriate to the construction of Improvements or sale or leasing of Lots and Parcels, including, but not limited to, administrative offices, field construction offices, construction storage facilities, parking facilities, signs, model homes, and sales offices. The right to construct, maintain, and carry on such facilities and activities shall specifically include the right to use any property owned by Developer, an Approved Builder, or the Club as administrative offices, sales offices, and models.

17.2 Covenant Enforcement. Each member and the member's tenants, guests, and invitees, and the Club, are governed by and must comply with Chapter 720, Florida Statutes, the Governing Documents and rules of the Club. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Club rules may be brought by the Developer, any owner, or the Club against:

A. the Club;

B. a member;

C. any occupant of a Lot or Living Unit;

D. any Director or officer of the Club who willfully and knowingly fails to comply with these provisions; and.

E. any tenants, guests, or invitees occupying a parcel or using the common areas.

F. any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the its Neighborhood Covenants where such failure has or threatens to have a material adverse impact on the appearance of the community Subdivision, or the operation of the Club. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy. The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments within the Community Subdivision is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Club exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

**ARTICLE 19
AMENDMENTS**

This Declaration may be amended at any time and from time to time upon: (a) the approval of ~~Lot Owners owning at least two-thirds of the Lots in the Subdivision~~ Members present, in person or by proxy and voting, at any annual or special membership meeting called for that purpose provided a quorum is present and further provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Club certifying that such approval has been obtained; provided, however, that no amendment shall be effective prior to the Final Development Date without Developer's express written joinder and consent. This Declaration may also be amended by Developer without the consent or joinder of any other Person at any time prior to the Turnover by the recording in the Public Records of an instrument for that purpose executed by Developer. If the written consent of Institutional Mortgagees is required for an amendment pursuant to Article 16, the amendment shall not be effective without such consent. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 22 day of December, 2016.

LENNAR HOMES, LLC,
a Florida Limited Liability Company

Witnesses:

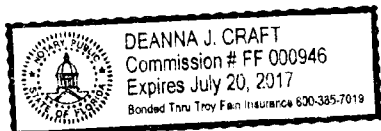
Amy Hofschneider
Print name: Amy Hofschneider

Tara Angels
Print name: Tara Angels

By: _____
Printed: DARIN McMURRAY
Title: V. PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was executed before me this 22 day of January, 2016, by DARIN McMURRAY, V. PRESIDENT (title) of **LENNAR HOMES, LLC**, a Florida Limited Liability Company, on behalf of the company. He/She is personally known to me or did produce _____ as identification.



Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

Deanna J. Craft
Signature of Notary Public

Deanna J. Craft
Print name