


This instrument prepared by:
Edward L. Wotitzky, Esq.
Wotitzky, Wotitzky, Ross & McKinley, P.A.
223 Taylor Street, Suite 121
Punta Gorda, FL 33950

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4154 PAGE 46 PAGE: 1 OF 28
INSTR # 2489158 Doc Type: RES
Recorded: 12/28/2016 at 4:22 PM
Rec. Fee: RECORDING \$239.50
Cashier By: KAREINB

**Certificate of Amendment to Declaration of
Covenants, Conditions and Restrictions for
Rio Villa Lakes Subdivision**

THIS CERTIFICATE is made to reflect and document an Amendment to the Declaration of Covenants, Conditions and Restrictions of Rio Villa Lakes Subdivision. The Declaration of Covenants, Conditions and Restrictions of Rio Villa Lakes Subdivision, as same have been amended, are recorded in the Public Records of Charlotte County, Florida, as follows:

<u>Instrument and Date Recorded</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Covenants March 17, 2004	2422/1437-1463
b. Amendment and Declaration of Covenants August 4, 2005	2770/316-317
c. Amendment to Declaration of Covenants July 26, 2006	3008/270-272
d. Amended and Restated Declaration of Covenants, Conditions and Restrictions July 8, 2008	3306/942-994
e. Amendment and Declaration of Covenants September 14, 2009	3417/908-911
f. Amended and Restated Bylaws September 27, 2016	4128/2028-2044

The undersigned officers of Rio Villa Lakes Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Association"), hereby certify as follows:

1. The Declaration of Covenants, Conditions and Restrictions of Rio Villa Lakes Subdivision has been amended and restated in accordance with the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, which is attached to this Certificate.

2. The said Amendment to Declaration was approved and duly adopted by the affirmative vote of not less than two-thirds (2/3rd) of the voting interest holders of the Members of the Association at a Members' Meeting held on December 7, 2016, in accordance with the requirements of Section 720.306(1) of the Florida Statutes.

IN WITNESS HEREOF, the undersigned have hereunto set their hands and the seal of the corporation, and certify the truth and accuracy of the foregoing Certificate, this 8th day of December, 2016.

Signed, Sealed and Delivered in the Presence of:

**RIO VILLA LAKES HOMEOWNERS
ASSOCIATION, INC.**
a Florida not-for-profit corporation

[Signature]
First Witness
Lisa A. Nichols
Printed Name of First Witness

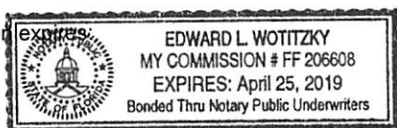
By: [Signature]
Donald L. Raisanen, President

[Signature]
Second Witness
Edward L. Wotitzky
Printed Name of Second Witness

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 8th day of December, 2016, by DONALD L. RAISANEN, as President of RIO VILLA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. He is personally known to me or produced his driver's license 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



[Signature]
Notary Public

[Signature]
First Witness
Lisa A. Nichols
Printed Name of First Witness

Attest: [Signature]
Jack D. Pantaleo, Secretary


Second Witness

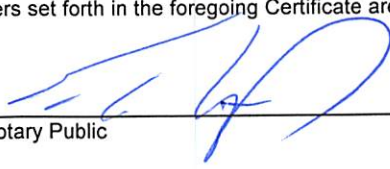
Printed Name of Second Witness

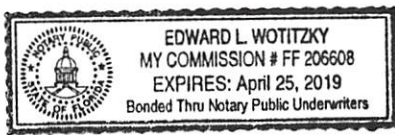
(Affix Seal)

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 8th day of December, 2016, by Jack D. Pantaleo, as Secretary of RIO VILLA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. He is personally known to me or produced his driver's license 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



*This instrument prepared by
and return recorded document to:*

Edward L. Wotitzky, Esquire
Wotitzky, Wotitzky, Ross & McKinley, P.A.
223 Taylor Street, Suite 121
Punta Gorda, Florida 33950

Space Above Reserved for Recording

**SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIO VILLA LAKES**

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rio Villa Lakes (the "Declaration") is made effective the 7th day of December, 2016, by RIO VILLA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"), for itself and its successors, grantees and assigns.

W I T N E S S E T H:

WHEREAS, Association is the homeowner's Association responsible for the operation and management of properties in Rio Villa Lakes, a subdivision according to the plat thereof as recorded in Plat Book 19, Pages 12A through 12E, inclusive, of the Public Records of Charlotte County, Florida; and

WHEREAS, the subdivision property which is described on Exhibit "A" attached hereto is subject to the following restrictions and covenants:

a. Declaration of Covenants, Conditions and Restrictions for Rio Villa Lakes dated March 5, 2004 and recorded in O.R. Book 2422, Pages 1437 through 1463, inclusive, of the Public Records of Charlotte County, Florida; and

b. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rio Villa Lakes dated July 7, 2008, and recorded in O.R. Book 3306, Pages 942 through 994, inclusive, of the Public Records of Charlotte County, Florida; and

c. Amendment to Declaration of Covenants, Conditions and Restrictions dated July 24, 2009, and recorded in O.R. Book 3417, Pages 908 through 911, inclusive, of the Public Records of Charlotte County, Florida; and

WHEREAS, control of the Association has been turned over to owners of Lots in the subdivision and Developer rights have been assigned to the Association pursuant to Assignment

of Developer Rights dated December 3, 2014, and recorded in O.R. Book 3924, Pages 347, 348 and 349, of the Public Records of Charlotte County, Florida; and

WHEREAS, in accordance with the provisions of Section 720.306(1) of the Florida Statutes the governing documents of an Association may be amended by the affirmative vote of two-thirds (2/3rd) of the voting interests of the Association; and

WHEREAS, by a vote of over two-thirds (2/3rds) of the voting interests of the Association at a duly called meeting of members held on the 7th day of December, 2016, this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rio Villa Lakes was duly adopted; and

WHEREAS, this Instrument amends, restates and supersedes the above-referenced Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the Association hereby declares that the Property shall be occupied, held, transferred, sold, and conveyed subject to the following covenants, conditions, easements, and restrictions, all of which shall run with the land and be binding upon, and inure to the benefit and burden of, the Developer, its grantees, successors and assigns, and upon any person which shall hereafter acquire or own an interest in and to any portion of the Property and any improvements located thereon as well as the grantees, heirs, successors, successors-in-title, executors, administrators, personal representatives, devisees and assigns thereof.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following words when used in this Declaration shall, unless the context shall otherwise indicate, have the following meanings:

A. "Architectural and Landscaping Standards" shall mean and refer to the rules, regulations, standards, and criteria promulgated by the Rio Villa Lakes ARC and as adopted by the Developer or the Board of Directors of the Association, as the case may be, as the same may be amended from time to time.

B. "Assessment" shall mean and refer to all actual and estimated expenses incurred by the Association for the general benefit of the Owners, including any reasonable reserves, pursuant to this Declaration, including without limitation the expenses incurred with respect to the easements.

C. "Association" shall mean and refer to RIO VILLA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and any successor thereof, which corporation has been formed for the primary purpose of owning, operating and maintaining all Common Areas (including the Surface Water Management System) and enforcing the covenants contained herein.

D. "Common Areas" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees. The Common Areas include all land which is subject to this Declaration, including the surface water management system to be operated and maintained by the Association, less

and excepting the platted Lots which have been reserved by Developer for sale to Owners and less and excepting any areas dedicated to Charlotte County for streets and roadways. The said Common Areas shall be deeded by Developer to the Association as hereinafter provided.

E. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Rio Villa Lakes, together with any Amendments or Supplements thereto.

F. "Architectural Review Committee" (ARC) shall mean and refer to the not less than three (3) persons who shall serve at the pleasure of the Board of Directors of the Association for the purpose of administering the Architectural and Landscaping Standards for the property. The Board of Directors of the Association will select the Chairman of the ARC, who shall serve at the pleasure of the Board. The Chairman shall select the members of the Committee who shall serve until removed or replaced by the Chairman.

G. "Developer" as used herein refers to Rio Villa Lakes, LLC (the original developer) and Rio Villa II Investors, LLC (the subsequent developer).

H. "Development" shall mean and refer to the Property, together with all easements located thereon or adjacent thereto.

I. "Development and Construction Terms" shall have the same meanings as defined in the Zoning and Building ordinances and regulations enacted and promulgated from time to time by Charlotte County. In the absence of individual definitions in said zoning and building regulations, specific terms shall take on the meanings customary to the construction industry in Charlotte County, Florida.

J. "Easements" shall mean such easements as are created by this Declaration and other easements necessary for the development of Rio Villa Lakes, including but not limited to drainage and utility easements.

K. "Lot" shall mean a portion of the Property intended by the Developer for use and occupancy as a residence for a single family.

L. "Member" shall mean and refer to those persons entitled to membership in the Association.

M. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument.

N. "Mortgagee" shall mean and refer to any person or legal entity who is the holder of a mortgage, deed of trust, deed to secure debt or any other form of valid security instrument which encumbers land in Rio Villa Lakes.

O. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot located within the Property, including the Developer, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure, or otherwise.

P. "Person" shall mean and refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.

Q. "Property" shall mean and refer to the real property located in Charlotte County which is legally described in Exhibit "A" attached hereto.

R. "Rio Villa Lakes" shall mean and refer to the Property.

S. "Rules and Regulations" shall mean and refer to any and all rules and regulations which are duly promulgated by the Developer or the Association pursuant to this Declaration, the Articles of Incorporation and/or the Bylaws of the Association.

T. "Surface Water Management System" shall mean those water management areas defined by Rule 40D-4.021(5), Florida Administrative Code, and shall include but not be limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Property Subject to this Declaration. The Property, together with any improvements now or hereafter constructed thereon, shall be occupied, held, transferred, sold and conveyed subject to this Declaration.

ARTICLE III

EASEMENTS

Section 3.1. Owner and Third Party Easements of Access, Use and Enjoyment. There are hereby created the following perpetual easements in Rio Villa Lakes:

A. Each Owner, the Association and the Southwest Florida Water Management District, a state agency, shall have a non-exclusive easement for storm water retention and drainage over and across the drainage easements recorded in the Public Records of Charlotte County, Florida, and any modifications or amendments thereto required by local, state or federal government agencies having jurisdiction thereof; and

B. Such other easements as are recorded in the Public Records of Charlotte County, Florida (all of the foregoing being collectively described hereinafter as the "easements".)

The above-described easements shall be non-exclusive and shall run with ownership of each and every Lot and they shall not be conveyed, devised, encumbered or otherwise dealt with separately from a Lot. The said easements are subject to:

1. This Declaration and any restrictions or limitations contained in any deed conveying any portion of such property to the Association.

2. The rights of the Association, in accordance with its Articles of Incorporation and Bylaws and the powers granted to such an Association pursuant to Chapters 607, 617 and 720, Florida Statutes, to borrow money for the purpose of maintaining, reconstructing and improving the easements.

3. The right of the Association to take such steps as are reasonably necessary or desirable to protect the easements from and against damage, destruction and foreclosure.

4. The right of the Association to relocate or grant an easement on all or any part of the easements to any public agency, authority, telephone, cable television company or other public or private utility for such purposes and subject to such conditions as may be agreed to by the Association; however, no such dedication shall be effective unless; 1) written notice of the action is sent to every member not less than ten (10) days, nor more than fifty (50) days, in advance of the contemplated relocation or grant; 2) it is approved by a majority of the votes of the members entitled to vote at a meeting called in accordance with the Bylaws of the Association, and 3) a consent to dedicate is recorded in the Public Records and is signed by a duly authorized officer of the Association.

5. The right of the Association to adopt reasonable Rules and Regulations regulating the use and enjoyment of said easements, or restricting the use and enjoyment thereof for failure to pay any assessments owed by Owners or for other violations of this Declaration, the Articles of Incorporation or the Bylaws of the Association with respect to the easements.

Section 3.2. Delegation of Use. Any Owner may delegate his right of enjoyment in the easements located thereon to his lessee, the members of his family, his bona fide guests and invitees, subject to such Rules and Regulations as may be established from time to time by the Association.

Section 3.3. Rules and Regulations. The Association, shall have the right, in its sole and absolute discretion, to adopt, modify, amend and terminate at any time any Rules and Regulations for the use of the easements and any Amenities located thereon.

ARTICLE IV

THE ASSOCIATION

Section 4.1. Membership. Every Owner of a Lot in Rio Villa Lakes shall be a Member of the Association.

Section 4.2. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot in which a Member owns an interest. For purposes hereof the voting rights distributed to the Members of the Association shall be one (1) vote for each Lot located within the subdivision or as reflected on the Plat.

Section 4.3 Change of Membership. Change of membership in the Association shall be established by recording a deed (or other instrument establishing a fee interest in any Lot in the Property) in the Public Records at which time the membership of the prior owner is terminated. The prior Owner shall notify the Association of the proposed transfer of ownership. The new Owner shall furnish the Association with a recorded copy of the deed (or other instrument) within thirty (30) days after transfer of ownership.

Section 4.4. Dissolution of Association. In the event of dissolution of the Association, except upon the vote of all Members entitled to vote as provided in the Articles of Incorporation, any Owner may petition a court of competent jurisdiction for the appointment of a receiver to

manage the affairs of the dissolved Association in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, including reinstatement of the Association as an active Florida corporation.

Section 4.5 Agreement for Deed or Lease. A vendee of a Lot sold under an Agreement for Deed ("Agreement") or a lessee of a Lot subject to a written lease with a term in excess of one (1) year ("lease"), upon filing a copy of the Agreement or lease with the Association, which Agreement or lease authorizes such privileges, shall be considered the Owner for purposes of exercising all privileges of membership in the Association, except voting privileges.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

The Association shall have the following rights and obligations:

Section 5.1. Easements. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management, maintenance, repair, reconstruction and control of the easements and all improvements thereon and shall keep same in good, clean, attractive, and sanitary condition, order, and state of repair, pursuant to the terms and conditions hereof.

Section 5.2. Personal Property and Real Property. The Association may acquire, hold, dispose of fee or leasehold interests in tangible and intangible personal property and real property on its own accord or by acceptance of such property interest conveyed to it.

Section 5.3. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the easements and other Association property, which rules and regulations shall be consistent with the rights and duties established by this Declaration and by the Association's Articles of Incorporation and Bylaws. Sanctions shall be as provided in the Bylaws of the Association and may include reasonable monetary fines and suspension of the right to vote. The Association shall, in addition, have the power to seek damages and/or injunctive or other equitable relief in any court to enjoin violations or to abate nuisances.

Section 5.4. Books and Records. The Association shall make available to Owners and their respective mortgagees, and to holders, insurers or guarantors of any Mortgage on all or a portion of the Property current copies of the Declaration, Bylaws and Articles of Incorporation of the Association, any rules concerning the Property and the books, records, estimated budget for the current and, if available, upcoming fiscal year and Association financial statements for the preceding fiscal year. The Association shall furnish copies of such items at its cost or make such items available for inspection during normal business hours or under other reasonable circumstances within ten (10) days after receipt of written notice therefor.

Section 5.5. Other Material Matters. Upon written request identifying the name and address of the person making the request and the name and address of the Owner of the Lot, any Owner of any interest in, or the holder of Mortgage, or the insurer or guarantor of a Mortgage, on a Lot shall be furnished with all pertinent information known to the Association as to:

A. Any condemnation loss or casualty loss which affects a material portion of the Property or the Lot;

B. Any assessment(s) or charge(s) attaching to such Lot, which remain uncured for over sixty (60) days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. Any proposed action which would require the consent of a specified percentage of Owners and/or mortgage holders.

Section 5.6. Surface Water Management System. The Association has the responsibility to operate and maintain the Common Surface Water Management System in accordance with the Environmental Resource Permit issued by the Southwest Florida Water Management District. If the Association ceases to exist, the Owners shall be jointly and severally responsible for such operation and maintenance, unless and until an alternate entity assumes responsibility as provided by regulation. The Southwest Florida Water Management District shall have the right to take enforcement measures regarding the operation and maintenance of the Common Surface Water Management System, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems.

Section 5.7. Funds for Monitoring and Maintenance. If the Common Surface Water Management System includes on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation areas each year until the Southwest Florida Water Management District determines that the areas are successful in accordance with the project's Environmental Resource Permit.

Section 5.8. Implied Rights. The Association may exercise any right, responsibility, discretion or privilege expressly provided to the Association (except with respect to ownership, sales or construction within the Development, unless such construction is incidental to, and in conjunction with, its maintenance responsibilities) by this Declaration, the Articles of Incorporation, the Bylaws of the Association and every other right or privilege which may be reasonably implied from the existence of any such express right or privilege or reasonably necessary to effectuate any such right or privilege, all of which rights and privileges, express or implied, shall be exercised through its Board of Directors, which may delegate and assign the performance of, but not the responsibility or liability for, certain duties and responsibilities to its officers, directors, agents and employees.

Section 5.9. Wastewater System. The Association shall assume and accept liability for obligations of the Permittee pursuant to the terms and conditions of the Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System from the Florida Department of Environmental Protection dated December 10, 2003, and any agreements regarding the Property between the Developer and any governmental agency including but not limited to the City of Punta Gorda, Florida.

ARTICLE VI

COMPLETION, MAINTENANCE AND OPERATION OF EASEMENTS AND COVENANT FOR ASSESSMENTS THEREFOR

Section 6.1. Operation and Maintenance of Easements. The Developer shall continue to be obligated to complete the construction of the easements according to the plans and

specifications therefor as approved by Charlotte County, Florida and all other governmental agencies having jurisdiction thereof. Thereafter, the Owners and Association shall operate, maintain, repair and reconstruct the easements.

Section 6.2. Assessments.

A. Commencing on the date of conveyance of each Lot and for each calendar year thereafter, each Owner of a Lot by acceptance of a deed or other instrument creating an interest in a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association:

- 1) Annual assessments for anticipated current maintenance, management and operating expenses;
- 2) Special assessments for capital improvements; and
- 3) Capital reserve assessments and resale capital assessments, all such assessments to be fixed, established and collected from time to time as hereinafter provided.

B. The Association may levy assessments in accordance with this Declaration which shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Rio Villa Lakes in connection with their use and enjoyment of the easements, including, but not limited to, the payment of ad valorem and personal property taxes on common areas of the Property, water, power and other utilities, insurance premiums (including premiums for liability and hazard insurance) and debt service on mortgages, if any, maintenance, repair, replacement and additions to the easement facilities and its amenities, pruning, fertilizing, cutting, weeding and replacement of landscaping, the cost of labor, equipment, materials, management and supervision of and for the easements, or for creating reserves for such purposes.

Section 6.3. Amount and Payment of Annual Assessment. The Association shall from time to time fix the amount of the annual assessment at a sum sufficient to pay the anticipated costs of maintaining and operating the easements as contemplated by this Article and any share of the aggregate assessment chargeable to each Lot shall be that proportion that one Lot has to the total number of Lots in the Development. An Owner's assessment obligation shall be payable in quarterly installments, in advance, commencing on the day the Owner takes title to his Lot. The Owner shall pay his prorated share of the assessment fee for the quarter during which closing on his Lot occurs.

Section 6.4. Capital Reserve Fund. Included in the annual assessments shall be a capital reserve fund for capital expenses, which must be segregated from general funds held by the Association, and which shall be in such amount as the Association deems necessary for maintenance and repair of the easements and its facilities, including, without limitation, sprinkling and irrigation systems. The Association may include other reserve items as it deems necessary to the extent that specific funds are assessed and collected for such purposes, and such funds shall not be used for any purpose other than the periodic major maintenance and reconstruction of such facilities, and repair and maintenance incidental to such major construction and reconstruction. The reserve accounts shall be those established by the Developer and other reserve accounts established by the Association in accordance with the provisions of Section 720.303(6) of the Florida Statutes, as same may from time to time be amended. Reserve funds and interest accruing thereon shall remain in the reserve account or accounts and shall be used

only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of Members at a meeting at which a quorum is present. The reserve accounts, once established, shall be funded as required pursuant to the provisions Section 720.303 (2) of the Florida Statutes. The membership of the Association, upon majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than shall be required by law. Any such vote to waive or reduce reserves shall be applicable only to one budget year.

Section 6.5. Special Assessments for Capital Improvements. In addition to annual assessments authorized by this Article, the Association may levy in any assessment year, special assessments (which shall be fixed in accordance with the pro-portion that one Lot has to the total number of Lots held by Owners) for all such Lots, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement upon the easements, including the necessary fixtures and personal property related thereto. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 6.6. Resale Assessments. In addition to annual and special assessments authorized by this Article, the Association may levy a resale assessment on the resale of each Lot in Rio Villa Lakes which shall be in such amount as the Association deems necessary to defray anticipated current maintenance, management and operating expenses and utilized in accordance with the restrictions set forth above. Such Resale Assessment shall be due and payable upon the closing of any such transfer and shall be subject to the same enforcement procedures set forth herein for Annual Assessments.

Section 6.7. Nonpayment of Assessments: The Personal Obligation of the Owner; The Lien and Remedies of the Association. Every assessment, together with such interest thereon and cost of collection thereof as are hereinafter described, shall constitute a personal obligation and debt from each Owner payable to the Association without demand, and shall be secured by a lien upon the Owner's Lot and all improvements thereon of each such Owner. Said lien, shall attach annually as hereinafter provided and shall be enforceable by the Association in a court of competent jurisdiction and shall be deemed to run with the land. If any such assessments are not paid by the fifteenth (15th) day after the due date, such assessment shall bear interest from the fifteenth (15th) day after the due date at the maximum rate allowed by law. The Association shall from time to time fix the amount of the annual assessment at a sum sufficient to pay the anticipated costs of maintaining and operating the easements as contemplated by this Article and any share of the aggregate assessment chargeable to each Lot shall be that proportion that one Lot has to the total number of Lots in the Development. An Owner's assessment obligation shall be payable in quarterly installments, in advance, commencing on the day the Owner takes title to his Lot. The Owner shall pay his prorated share of the assessment fee for the quarter during which closing on his Lot occurs. The Association may bring a legal action against any Owner personally obligated to pay any assessment and/or may enforce or foreclose the Association's lien against the Lot for the full amount of any assessment together with interest thereon as provided hereinabove. The defaulting Owner shall be responsible for all actual costs, disbursements and expenses incurred by the Association in collecting the delinquent assessment(s) and interest thereon as provided above, including reasonable attorney's fees and costs, whether or not litigation is commenced and including appellate fees and costs. Accordingly, in the event that a judgment against the defaulting Owner is obtained by the Association, such judgment shall include interest on the assessment as above provided and a sum, to be fixed by the court, to reimburse the Association all costs, disbursements and expenses (including, without limitation, reasonable attorney's fees, including appellate attorney's fees and costs) incurred by the Association in connection with said action. In addition to the foregoing, if a Member is more

than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenants, guests, or the invitees, to use common areas and facilities, and may also suspend the voting rights of Member, until the fee, fine, or other monetary obligation is paid in full. Such suspensions must be approved at a properly noticed meeting of the Board of Directors of the Association.

Section 6.8. Continuing Liability for Assessments. A Lot Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Lot Owner. A Lot Owner shall be jointly and severally liable with the previous Lot Owner for all unpaid assessments against the previous Lot Owner for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the previous Lot Owner the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any easements or common areas or by abandonment of the Lot for which the assessments are made. Notwithstanding the foregoing, the liability of a first Mortgagee, or its successor or assignee as a subsequent holder of a first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for unpaid assessments which became due before the Mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) One percent of the original mortgage debt. The foregoing limitation shall apply only if the first Mortgagee files suit against the delinquent Lot Owner and joins the Association as a defendant in said action. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of Lots.

Section 6.9. Certificate of Unpaid Maintenance Assessments. Each such lien for unpaid assessment, shall be effective from and shall relate back to the date on which the original declaration of covenants and restrictions for Rio Villa Lakes was recorded. As to first Mortgagees of record, however, any such lien shall be effective from and after the recording of the claim of lien in the Public Records of Charlotte County, Florida. Upon request, the Association shall furnish any Owner or mortgagee with a certificate setting forth whether the above described assessments have been paid and showing the amount of any unpaid assessments against the applicable Lot and the period or periods for which any such unpaid maintenance assessments were assessed and fixed. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VII

MAINTENANCE AND REPAIR OF LOT

Section 7.1. Owner Maintenance. The Owner of each Lot at his or her own expense shall see to, and shall be responsible for, the maintenance of his Lot and all equipment and fixtures therein, including but not limited to, all air conditioning equipment used in or appurtenant to that Lot, and must promptly correct any condition which would, if left uncorrected, cause any damage to another Lot, and shall be responsible for any damages caused by this action or non-action. The Owner of each Lot shall also be responsible for the maintaining of all flower beds and trees on his Lot. Furthermore, the Owner of each Lot shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to, painting, re-plastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor of each structure on his Lot and such Owner shall at his own expense maintain and replace when necessary all screening within or in the perimeter walls of all structures on the Lot, and all window glass in

windows in the perimeter walls of all structures on the Lot and all exterior doors. The Owner may not change the exterior appearance of his Lot without the prior written consent of the ARC.

Section 7.2. Maintenance of Drainage Easement on Lot During Construction. It shall be the responsibility of each property Owner within Rio Villa Lakes at the time of construction of a building, residence or other structure, to comply with the construction plans for the Surface Water Management System pursuant to the applicable sections of the Florida Administrative Code, approved and on file with the Southwest Florida Water Management District (SWFWMD). No Owner within Rio Villa Lakes may construct any building, residence or structure or undertake or perform any activity in the retention and treatment described in the approved permits and record plat of the subdivision unless prior approval is received from the SWFWMD pursuant to the applicable sections of the Florida Administrative Code. Each Owner shall be responsible for maintaining and repairing the drainage easement located on the Owner's Lot.

Section 7.3. Exterior Maintenance. Each Lot Owner shall be responsible for and shall see to the maintenance, repair and operation of the exterior of the structures situated on the Lot, including the roof of the building. 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 immediately prior to the casualty. Reconstruction shall be undertaken as soon as reasonably practicable, but in no event later than two (2) months from the date the damage occurs, and shall be completed within six (6) months from the date the damage occurs, unless prevented by causes beyond the control of the Owner. The Association shall have all powers necessary to see that all responsibilities of the Owners hereunder are discharged, and may exercise these powers exclusively if it so desires. No alterations to the exterior of buildings shall be made without prior written consent of the ARC set forth in Article IX.

Section 7.4. Owner's Additional Costs. In addition to the costs incurred by the Owner in fulfilling the Owner's obligations as set forth in this Article, each Owner shall also be responsible for the following costs (which are illustrative but not determinative of the total costs for which such Owner is responsible): the cost of property taxes attributable to the Lot; electricity; water and sewer; garbage pickup; telephone, cable television; maintenance of lines and pipes on or under the Lot and Association assessments.

Section 7.5. Repair and Replacement of Lot. Each Owner of a Lot shall be required to reconstruct or repair any Lot destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. If an Owner fails to repair or reconstruct a damaged Lot, the Association, may in its sole discretion, repair the Lot and charge Owner for all costs of repair or replacement. The Plans and Specifications for the repair or reconstruction of such Lot must be approved by the ARC. Such costs for repair or replacement will become a lien on the Lot and, if not paid within fourteen (14) days after written notice thereof is delivered to the Owner by the Association. The Association may levy a special assessment upon such Owner's Lot and collect same, pursuant to this Declaration.

Section 7.6. Remedies of Association. In the event that any Owner of a Lot fails to obtain required approvals or to repair, replace or maintain buildings as required herein, the Association or other Owners shall have the right to proceed in a court of law or equity to seek compliance with the provisions hereof. The Association shall also have the right to levy at any time an individual assessment against the Owner of the Lot for the necessary sums to put the improvements within the Lot in good condition and repair or to remove any unauthorized structural addition or alteration, plus interest on such amount which shall accrue at a rate of one and one-half percent (1 ½%) per

month. After making such assessments, the Association shall have the right to have its employees and agents enter the Lot (but not any structure thereon) at any time to do such work as deemed necessary to enforce compliance with the provisions hereof. The foregoing rights and remedies shall be cumulative with the rights and remedies of the Association set forth elsewhere in this Declaration.

ARTICLE VIII

USE RESTRICTIONS

Section 8.1. The Property Subject to Use Restrictions. In addition to other restrictions, reservations and conditions set forth elsewhere in this Declaration and the Articles of Incorporation and Bylaws of the Association, the Property shall be subject to the following restrictions, reservations and conditions, all of which shall run with the land, and shall be binding upon each and every Owner who shall acquire or own a Lot on any portion of the Property, and shall be binding upon the respective heirs, personal representatives, successors and assigns thereof.

Section 8.2. Single Family Residential Uses and Structures Only. The subdivision shall be used and occupied and structures shall be constructed only for the following purposes:

A. Single family residences and appurtenant structures such as decks, lanais, porches and the like;

B. Attached noncommercial (private) two-car garages, each of which shall be constructed to contain not less than 330 square feet (on Lots that, because of their shape and size, will not accommodate a two-car garage, the Owner may, with approval of the ARC construct a one and one-half car garage);

C. Storage Structures provided they are attached to the main residential structure, and provided the plans and specifications of same are approved by the ARC;

D. Spas, only if approved by the ARC at its sole discretion, which approval may be withheld for any reason whatsoever, based on such factors as the ARC may deem relevant in each case, including, but not limited to the size and configuration of the Lot and the views of any neighboring Lots.

Section 8.3. Construction on Lot. No buildings or structures whatsoever shall be erected or maintained in the subdivision except those to be used for the purposes aforescribed. No Lot shall contain more than one (1) single family residence, and no Lot shall contain a separate structure without the written approval of the Association which approval may be withheld for any reason whatsoever. Each single family residence shall have an attached noncommercial (private) garage constructed to contain not less than 330 square feet (on Lots that, because of their shape and size, will not accommodate a two-car garage, the Owner may, with approval of the ARC construct a one and one-half car garage).

Section 8.4. No Subdividing Lot. No Lot shall be subdivided or divided into any parcels, tracts or Lots smaller in size than that which was originally conveyed by Developer to the initial Owner thereof.

Section 8.5. Nuisance. Nothing shall be done and no condition shall be allowed to continue which may be or may become a nuisance. All Lots shall be kept free of accumulation of brush, trash or other material which may constitute a fire hazard or breeding place for rodents, snakes and the like. If any Owner fails to comply with this provision, after fifteen (15) days' notice to the Owner or occupant, the Association or its agents may enter upon the land for the purpose of clearing away any such accumulation or excess growth of ground cover and assess the cost thereof against the record owner of the land.

Section 8.6. Structure, Composition, Size and Height.

A. No residential structure shall contain an enclosed living area less than one thousand two hundred and fifty square feet (1,250 sq.) in size, exclusive of screened or open porches, lanais, patios, decks, entryways and garages;

B. Each home within the subdivision will have conventional gable or hip roof covered roofing, the color and material of which must be approved by the ARC. Only dimensional asphalt, fiberglass shingle and metal roofs shall be acceptable;

C. No piling home shall be constructed on a Lot.

Section 8.7. Excavating and Clearing Land. No bulldozing or clearing of trees on any Lot shall be commenced until plans and specifications showing the nature, kind, shape and location of work to be done and the grading plans of the Lot to be built upon shall have been submitted to and approved in writing by the Association. Trees may not be removed unless the Owner shall comply with the local tree ordinance in effect at the time of such removal.

Section 8.8. Improvement Completion Time Frame. Unless specifically excepted by the Association, all improvements for which an approval of the Association or of the ARC is required under this Declaration shall be completed within one (1) year from the date of commencement of said improvements.

Section 8.9. Rights of Way and Lawn Care. Each owner shall install an underground sprinkler system for watering the Owner's lawn and shrubbery. Each Lot Owner shall be responsible for keeping the lawn free of debris in the retention and drainage area within the limits of the Owner's Lot. Flower beds and shrubbery must be watered as necessary in order to keep them in a stable condition. No excessive weeds or unsightly undergrowth or brush shall be permitted within the flower beds.

Section 8.10. Easements. Nothing shall be placed on any part of any Lot which is reserved as an easement and which would interfere with the construction, use and maintenance of said easements.

Section 8.11. Retention and Drainage. Lot drainage shall be directed in accordance with the approved plans on file at the Southwest Florida Water Management District and the Charlotte County Engineering Department.

Section 8.12. Building Setbacks. Except for corner Lots, no building, structure or part thereof shall be constructed on any interior Lot within twenty feet (20') of the front property line, within twenty feet (20') of the rear property line or within five feet (5') of side property lines. No building, structure or part thereof (except walls or fences) shall be constructed on any corner Lot unless the Lot Owner complies with Charlotte County Zoning Code. For the purposes hereof, the

front property line is defined to be the principal street frontage on Lots abutting a street. Lots may not be combined for building purposes or in such a manner as would prevent each Lot from being used as a separate building site.

Section 8.13. Outside Storage. No motor vehicles without current license plates shall be stored and/or parked anywhere on the Property. No items may be hung or otherwise stored on a Lot outside the dwelling thereon, including without limitation scrap metal, any abandoned, wrecked or junked materials, items or articles, whether in the form of wrecked or junked vehicles, appliances, furniture, equipment, unsightly items, building materials, ladders, lawn or garden tools, equipment or other items of any type.

Section 8.14. Motor Vehicle Repairs. No Owner of any Lot, nor a member of his family, guests, invitees, licensees, or lessees, shall engage in the construction, reconstruction, repair or maintenance on the Lot of any motor vehicle, regardless whether said motor vehicle is owned by the Owner; provided, however, that an Owner may wash and/or apply polish or change a tire on his own motor vehicle on Owner's Lot. There shall be no repair, assembling or disassembling of motor vehicles, except inside the Owner's garage.

Section 8.15. Trash. No Lot or any part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to as "Trash"), all of which shall be bagged, tied and kept in covered sanitary receptacles in the garage, or in such other location as shall not be visible from a street.

Section 8.16. Pets. No animals, livestock or poultry of any kind, shall be raised, bred or kept on or in any Lot, except two domestic animals such as dogs, cats, and house birds may be kept; provided that, they are not kept, bred or maintained for any commercial purpose. Pets shall be on a leash or restrained at all times when outside the Lot. Dogs shall not be walked on grass other than on Owner's Lot and in pet walk areas, if any, designated by the Association. All pets are prohibited in the easements except areas designated as pet walk areas. Pet owners must clear and remove any fecal deposits made by their pets from any and all areas in the Property. No pets shall be allowed in the clubhouse, pool area, tennis court or other common areas, with the exception of licensed or registered service animals.

Section 8.17. Business Activity. No business, commercial enterprise or business activity of any kind shall be carried on or conducted on or from any Lot.

Sections 8.18. Prohibitions. No owner, tenant or other occupant of a Lot and/or residence in the subdivision shall:

A. Permit loud and/or objectionable noises or obnoxious odors to emanate from his/her Lot nor play any instrument at a volume which may cause a nuisance to the occupant of the other Lots in the subdivision;

B. Erect, construct or maintain any wire, antennas, garbage or refuse receptacles or other equipment or structures outside the residence (except T.V. antennas and satellite dishes provided that the location and type are approved by the Association);

C. Hang any clotheslines, laundry, garments or other unsightly objects which are visible outside the residence;

D. Allow anything to remain outside the residence which would be unsightly or hazardous;

E. Park outside the garage or park overnight or use for a living accommodation commercial vehicles, commercial trucks, boats, campers, trailers, mobile homes, and golf carts, except service vehicles during the time they are actually serving the residence. The parking of personal cars and vehicles on road rights-of-way and in a manner which impedes or interferes with traffic is also prohibited. For good cause the Association may grant waivers with respect to the foregoing restriction upon the prior written request of an Owner or Tenant. Notwithstanding the foregoing, motorhomes/travel trailers shall be permitted to park outside the garage for a maximum period of forty-eight (48) hours while loading and unloading provided such parking does not impede or interfere with traffic;

F. Conduct any motor repair or other repair work to a vehicle nor store any household articles, furnishings or other personal property outside the residence;

G. Conduct any trade or business whatsoever on any Lot at any time. Notwithstanding the foregoing, the Grantor and its agents shall have the right to conduct sales and promotional activities as long as Grantor owns any Lot in the subdivision;

H. Place or maintain any non-garaged mobile home, house trailer, tent, hut, shack portable structure, recreational vehicle or other temporary living quarters on any Lot in the subdivision;

I. Keep any animals, birds or reptiles, other than commonly acceptable domestic pets, on any Lot in the subdivision;

J. Display any signs of any kind except a "For Sale" sign not exceeding eighteen inches by twenty-four inches (18" x 24") in size within a flower bed in the front of the residence, unless otherwise approved by the Association. "For Lease" or "For Rent" signs are not allowed;

K. Nothing shall be hung, displayed or placed on the Lot, or the exterior walls or windows of any home or structure without the prior written consent of the Board; provided however, that any unit owner may display one portable, removable United States flag; and on Armed Forces Day, Memorial Day, Independence Day and Veterans Day may display in a respectful way, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. All approved flags must be mounted or hung on an approved pole located in a flower bed or on an approved wall mount.

L. The Common Areas, including any recreational facilities (pool, clubhouse, tennis courts, etc.) constructed thereon, are for the exclusive use of owners and their immediate families, tenants, resident house guests and guests. Owner(s) or Tenant(s) (under an Association approved lease) MUST be present within the Community when such persons are using the Common Areas. The Association must be notified in writing of the names of house guests with respect to their use of the Common Areas.

Section 8.19. Leases. All leases of Homes shall be restricted to single-family residential use under the restrictions set forth therein and shall be subject to a thirty (30) day minimum term. No Lot or Home shall be leased or rented more than four (4) times in any calendar year.

Each Lease Application shall be submitted to the Association Manager with the applicable fee set from time to time and shall be approved in writing by the Association prior to occupancy by the Tenant. Such Lease shall include the name of the Tenant, address of the Tenant, telephone numbers, copies of the Tenant's Driver's License and other contact information for the Tenant together with such other information as the Association shall from time to time reasonably request. The Lessee under every such Lease shall be bound by and subject to all of the obligations under this Declaration and Rules and Regulations of the Owner making such Lease and the failure of the Lessee to comply therewith shall constitute a default under the Lease which shall be enforceable by the Association and the Lease shall be deemed to expressly so provide. The Unit Owner making such Lease shall not be relieved thereby from any of such obligations. Each lease shall contain the following provision:

"The lessee hereunder acknowledges that lessee has received a copy of and that this lease is subject to the Declaration of Covenants, Conditions and Restrictions of Rio Villa Lakes and the Rules and Regulations provided thereunder which lessee has read and agrees to be bound thereby."

If the foregoing provision is not contained in any lease, it shall be deemed incorporated therein by reference. In the event a lessee, or a lessee's invitee, guest or licensee, occupies a Lot without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject thereto.

Section 8.20. Fences. No fence, wall or dog run shall be erected, constructed or placed on any Lot.

Section 8.21. Landscaping. Following the completion of any building, parking area or other improvement on any Lot, the areas not covered by structures or driveways must be covered by sod and/or decorative stone, and the building, parking area and other improvement shall be fully landscaped. No shrubbery, trees or plants on any Lot in the Property shall be installed without the prior written consent of the Association. Each Owner shall submit a Landscaping plan to the ARC in accordance with Article IX. Owners may, however, replace dead shrubbery or add additional shrubbery within existing landscaped areas, without prior approval, if compatible with landscaping previously utilized by the Owner. Lawns shall be comprised of grass sod and may consist only of Bahia or St. Augustine. No artificial shrubbery, trees or other artificial vegetation or landscaping shall be permitted. All landscaping must meet or exceed the Charlotte County minimum standards and shall be approved by the Association. All new construction must have a sprinkler system.

Section 8.22. Water Supply. Each individual Lot shall connect to the common portable water system as provided by the City of Punta Gorda Utilities, its successor or assign. No person may obstruct or rechannel drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Catch basins and drainage areas are for the purpose of natural flow of water only and no obstructions or debris shall be placed in these areas.

Section 8.23. Lighting. All exterior lighting on any Lot must be approved by the ARC and be designed, erected and illuminated to avoid annoyance to any other Owner and to avoid any adverse effect on traffic safety.

Section 8.24. Clotheslines. Hanging or dusting garments, rugs or any other materials from the windows, balconies or from the exterior of any Lots is prohibited. Clotheslines are prohibited, except as may be otherwise allowed by law.

Section 8.25. Window and Wall Air Conditioning Units. No window or wall air conditioning units shall be permitted to be placed in a Dwelling Unit. No Lot shall have aluminum foil placed in any window or glass door, nor shall any reflective substance be placed on any glass, except as may be approved by the Association for energy conservation purposes.

Section 8.26. Swimming Pools. No swimming pool may be constructed on any Lot.

Section 8.27. Utility Lines. All telephone, electric and other utility lines and connections between the main or primary utility lines and the Lots and buildings or structures located on each Lot shall be concealed and located underground so as not to be visible.

Section 8.28. Over 55 Community. The subdivision is restricted to older person's occupancy only. At least 80% of the units must be permanently occupied by at least one person fifty-five (55) years of age or older. No children shall be allowed to permanently occupy any unit. Persons under the age of eighteen (18) years shall be construed to be children. Occupancy of the unit for more than thirty (30) days in any twelve (12) month period shall be construed to be permanent. Any exception to this age restriction must be approved in writing by the Board of Directors, with consideration to the requirements of the "Fair Housing Amendments Act of 1988" and the "Housing for Older Persons Act of 1995". The Community must comply with rules made by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy. The Association shall have the right to require copies of acceptable identification be promptly provided and maintained for all Owners and occupants of Lots and Dwelling Units in order to insure compliance with the age restrictions and reporting requirements set forth herein.

Section 8.29. Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" include "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 8.30. View Protection. The ARC reserves the right to reasonably restrict the placement of landscaping, walls or other impediments to the enjoyment of views from and of adjoining Lots.

Section 8.31. Elevation. No changes in the elevation or drainage characteristics of the land shall be made without prior written approval of the ARC or Association, nor shall any fill be used to extend the Property beyond the property line or to encroach upon the storm water management easements.

Section 8.32. Conduit. No lines, wires, pipes or utility service of any type shall be constructed, placed or be permitted to be maintained upon any Lot unless the same shall be in appropriate conduit underground.

Section 8.33. Garages. Each dwelling in Rio Villa Lakes shall include a fully enclosed attached garage for at least one (1) but not more than (3) vehicles.

Section 8.34. Quiet Enjoyment Free of Nuisances. In addition to all other Covenants and Restrictions set forth in this Article no noxious or offensive activity shall be carried on or upon any Lot or Common Area, nor shall anything be done thereon which may become an annoyance or

nuisance to the Property, nor shall any disturbance be permitted which will interfere with the rights, comforts or convenience of other Owners and their respective guests, invitees or lessees. Owners shall be prohibited from doing anything or conducting any activity which would detract or in any way deter from the beauty or natural aesthetics of the Property.

Section 8.35. Right to Enter the Property and Levy Special Assessments. The Association or its employees, agents or assigns, after giving an Owner reasonable notice and opportunity to cure a violation of these Covenants Conditions and Restrictions, may enter upon a Lot (but not within a residential structure) for the purpose of curing the violation, but shall have no liability to the Owner, whether for trespass or otherwise as a result of such entry upon the Lot. The Association may levy and collect a special assessment pursuant to the provisions of this Declaration, in an amount to be determined in the sole and absolute discretion of the Association against any Owner who fails to abide by, or whose guests, invitees, licensees and lessees fail to abide by, any of the Covenants, Conditions and Restrictions, or any Rules and Regulations.

Section 8.36. Legal Proceedings for Violations. If any person shall violate or attempt to violate or in any way fail to abide by any of these Covenants, Conditions and Restrictions, or any rules and regulations, it shall be lawful for the Association or any other person(s) owning any Lot in the Property to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further or continued violation by injunctive relieve, and to recover damages, attorneys' fees, court costs and litigation costs and expenses for such violation or attempted violation.

ARTICLE IX

ARC

Section 9.1. Composition of the Architectural Review Committee. The Association, through its Board of Directors, shall appoint a Member as Chairman of the Architectural Review Committee ("ARC"), who shall serve at the pleasure of the Board. The Chairman shall select two (2) other Members to be members of the ARC, which committee shall consist of three (3) members including the Chairman. The Chairman and members of the ARC shall serve terms of two (2) years. Any vacancies on the ARC shall be filled by the Chairman. All members appointed by the Chairman shall be subject to the approval of the Board of Directors of the Association.

Section 9.2. Review by ARC. In order to enhance, maintain and preserve the aesthetic beauty and the property values of the Property and all Lots located thereon, no building, fence, swimming pool, tennis court, screen enclosure, sprinkler systems, sewers, drains, disposal systems, decorative building sign, landscape device or object, recreational or other exterior lighting, wall, or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained upon the Property, nor shall any exterior addition, change or alteration be made to any previous improvement on a Lot, nor shall any awning, canopy, shutter, or antenna be attached to or placed upon outside walls or roofs of building or other improvements, until the proposals, drawings, blueprints, and plans and specifications showing the nature, kind, shape, height, materials, color selection, and location of the same (hereinafter referred to as "Plans and Specifications") shall have been submitted to, and approved in writing by the ARC upon its satisfaction as to the harmony of exterior design and location in relation to surrounding structures and topography, and as to conformance with the architectural and surrounding structures and topography, landscaping standards, and assurance that any damage to the Property as a result of such additions or alterations will be repaired in a timely fashion. The ARC may establish conditions to its approval of Plans and Specifications and/or may require

submission of additional Plans and Specifications or other information prior to approving or rejecting the Plans and Specifications submitted. The architectural and landscaping standards may include rules or guidelines setting forth procedures for the submission of Plans and Specifications submitted for its review as it deems proper. Upon receipt by the ARC of any required Plans and Specifications, the ARC shall have thirty (30) days within which to approve or reject such proposed Plans and Specifications and, if the ARC has not expressed its approval or rejection of same in writing within said thirty-day period, said Plans and Specifications shall be deemed to have been approved. All changes and alterations to any Lot shall also be subject to all applicable permit requirements and other governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 9.3. Approval Not to be Construed as Waiver. The approval by the ARC of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Plans and Specifications submitted for approval or consent.

Section 9.4. ARC Expenses. The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, which such expenses shall be the sole responsibility of Owner. If such expenses are not paid by the Owner to the ARC within fourteen (14) days of such notice, the ARC shall levy and collect a special assessment against such Owner for reimbursements pursuant to the provisions of this Declaration.

Section 9.5. Limitations on ARC Liability. Neither the ARC nor the Association shall be liable to any Owner or other person or entity for any loss, damage or injury arising out of, or in any way connected with, the performance or nonperformance of the ARC's duties hereunder, unless due to the willful misconduct or gross misconduct of an individual member and only the member engaging in such willful misconduct shall have any liability in such event.

Section 9.6. Variances. The ARC may grant written variances from compliance with the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, in which event no violation of the Conditions and Restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. **NO VARIANCE SHALL BE EFFECTIVE UNLESS IN WRITING.** The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration, except to the extent covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot.

Section 9.7. Compliance with Covenants and Restrictions. Except as otherwise provided for in this Article, all construction and other activities for which approval must be obtained from the ARC shall be in compliance with the Covenants and Restrictions of this Declaration and the Plans and Specifications approved by the ARC.

Section 9.8. Attorney's Fees and Costs. For all purposes necessary to enforce, defend or construe this Article, the ARC and Association, as appropriate, shall be entitled to collect reasonable attorney's fees, costs and other expenses from the Owner, whether or not judicial proceedings are involved, which amounts shall constitute a lien against the Owner's Lot and be enforced in the same manner as provided in this Declaration.

Section 9.9. Appeals. Any decision made by the ARC may be appealed to two Association director representatives appointed by the Association president. Included with the request for appeal shall be technical design information supporting the appeal. The Owner making the appeal shall be responsible for and by making such appeal agrees to pay fees required for the processing of the appeal, including any outside consulting services deemed necessary by the representatives. The granting of such an appeal shall not, however, operate to waive any of the terms and provisions of this Declaration, except to the extent covered by the particular appeal, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot. The granting of an appeal shall not be deemed to imply or warrant that a similar appeal will be granted on another residence. Each case will be reviewed on its own design merits.

ARTICLE X

ENFORCEABILITY

Section 10.1. Parties Who May Seek Enforcement. If any Person shall violate or attempt to violate any of the provisions of this Declaration, the Association's Bylaws or Articles of Incorporation, or any Rules and Regulations, it shall be lawful for the Association or, under appropriate circumstances, any Owner (hereinafter referred to as the "Enforcing Party" for the purpose of this Section) to prosecute proceedings to either prevent, enjoin or seek other equitable relief and/or to seek recovery of the damages against those so violating or attempting to violate any such provisions in any court of competent jurisdiction. Should the Enforcing Party seek to enforce or defend any such provisions, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred, on appeal, shall be collectible from the party against whom enforcement is sought: the collection of such damages, costs and attorney's fees may be enforced by any method set forth in this Declaration for the collection of an annual assessment or special assessment, including without limitation the initiation of foreclosure proceedings against the Owner's Lot and/or against the Owner personally. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Enforcing Party to enforce any Covenant or Restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to any recurring, similar or dissimilar breach or violation.

Section 10.2. Special Assessment. In addition to all other remedies provided in this Declaration, the Association, in its sole discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision of this Declaration or any Rules or Regulations or for the failure to pay to, or reimburse the Association for any sums owed by Owner to Association under this Declaration.

Any special assessment levied in accordance with this Article may be enforced by the Association in the same manner as the enforcement of an assessment provided for in this Declaration, including recording a lien on the Owner's Lot and foreclosing same and/or seeking injunctive or other equitable relief and/or the recovery of monetary damages from the Owner personally.

Section 10.3. Fines. In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Lot owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of

Incorporation, the Bylaws, and Rules and Regulations of the Community Association regarding the use of Lots, common elements, or Association property. Each such violator and the Lot Owner shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days' notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per violation or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, so as not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the Lot Owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

(A) Collection of Fines. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of late payment fee.

(B) Application. All monies received from fines shall become part of the common surplus.

(C) Nonexclusive remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such owner.

Section 10.4. Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any Lot Owner, or his guests, tenants, or family members, to use Common Areas during any period of time the owner shall have failed to pay any fine levied, or for a reasonable time as punishment for one or more infractions of Association rules and regulations by the owner, his family, guests or tenants. No such suspension shall affect the unit owner's right of access to his Lot.

(A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed suspension, it may not be imposed.

(B) The requirements of the previous paragraph do not apply to the impositions of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the Governing Documents.

(C) Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. Duration of Declaration.

A. This Declaration shall be in full force and effect for a period of fifty (50) years from the date this Declaration is recorded in the Public Records of Charlotte County, Florida, and shall be automatically extended for successive periods of five (5) years thereafter, as modified and unless and until cancelled at a regular or special meeting of the Association by the vote of Members entitled to vote who represent two-thirds (2/3) of the total number of Lots.

B. Failure of the Owners or the Association to enforce any one or more of these Covenants and Restrictions shall not be deemed to negate or otherwise affect any other of the Covenants and Restrictions, nor in any way be interpreted as a waiver by the Owners or the Association of the right to seek relief by proceeding at law or in equity from any violation, or attempt to violate, any of these Covenants, Conditions and Restrictions.

Section 11.2. Covenants Running with the Property. The Covenants, Conditions and Restrictions of this Declaration shall run with the land as to all portions of the Property, and shall inure to the benefit of, and be enforceable by, the Association, or any Owner, their respective heirs, successors and assigns.

Section 11.3. Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration and the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. Failure to comply therewith shall be grounds for an action to recover any sums due to any such noncompliance, for other monetary damages and/or injunctive relief, or for any other remedy available at law or in equity, as may be maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. Any such rights contained in this Section shall be deemed cumulative of any and all rights heretofore and hereafter provided in this Declaration.

Section 11.4. Notices. Any notice required or permitted to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent and delivered when mailed by certified U.S. Mail, postage prepaid, return receipt requested to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing, except notices of meetings and other such notices common to all Owners in the Property, which are deemed properly sent when mailed by regular U.S. Mail, postage prepaid or when hand delivered.

Section 11.5. Indemnification. The Association shall indemnify all of the officers, directors and committee members against any and all expenses, demands, judgments and claims, including reasonable attorney's fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by its then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance,

malfeasance, misconduct or bad faith, nor have any personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member free and harmless from and against any and all liability to others on account of any such contract or commitment, which right to indemnification provided for herein shall not be exclusive of any other rights to which they may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available, the expense of which shall be levied as part of the annual assessments levied upon members.

Section 11.6. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Association at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the scheduled date of such transfer of title and such other information as the Association may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

Section 11.7. Severability. A determination by a court of competent jurisdiction finding any provision of this Declaration invalid or otherwise unenforceable shall not negate or otherwise affect any other provisions of this Declaration, all of which shall remain in full force and effect.

Section 11.8. Headings. The captions used in connection with the Articles and Sections of this Declaration are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of any provision hereof.

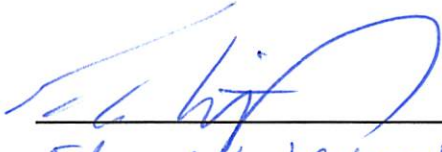
[PURPOSELY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

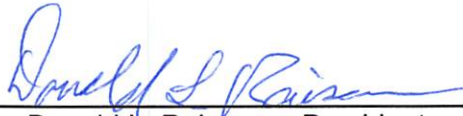
IN WITNESS HEREOF, the undersigned hereby execute this Declaration and affirm same was duly and properly adopted the 7th day of December, 2016.

Signed, Sealed and Delivered in
my Presence of:

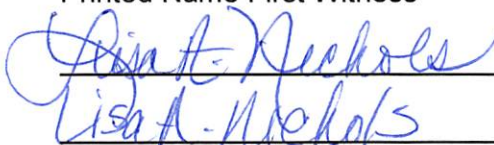
RIO VILLA LAKES HOMEOWNERS
ASSOCIATION, INC.



Edward L. Wotitzky
Printed Name First Witness

By: 

Donald L. Raisanen, President



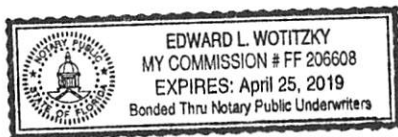
Lisa A. Nichols
Printed Name Second Witness

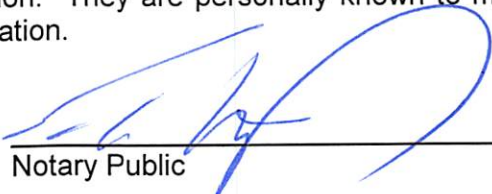
Attest: 

Jack D. Pantaleo, Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 8th day of December, 2016, by Donald L. Raisanen and Jack D. Pantaleo, President and Secretary, respectively, of RIO VILLA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the said corporation. They are personally known to me or produced their driver licenses as identification.





Notary Public

Exhibit "A"
(Legal Description of the Property)

Rio Villa Lakes, according to the Plat thereof recorded in Plat Book 19, Pages 12A – 12E, Public Records of Charlotte County, Florida.

Formerly known as:

Lots 1 through 15 inclusive, and Lots 17 through 27, inclusive, Block H, AQUI ESTA, UNIT 2, a subdivision according to the plat thereof, as recorded in Plat Book 3, at Pages 49A through 49C, of the Public Records of Charlotte County, Florida.

Lots 1 through 30, inclusive, Block I, AQUI ESTA, UNIT 2, a subdivision according to the plat thereof, as recorded in Plat Book 3, at Pages 49A through 49C, of the Public Records of Charlotte County, Florida.

Lots 1 through 27, inclusive, Block J, AQUI ESTA, UNIT 2, a subdivision according to the plat thereof, as recorded in Plat Book 3, at Pages 49A through 49C, of the Public Records of Charlotte County, Florida.

Lots 7 through 19, inclusive, Block K, AQUI ESTA, UNIT 2, a subdivision according to the plat thereof, as recorded in Plat Book 3, at Pages 49A through 49C, of the Public Records of Charlotte County, Florida.