

RIVER OAKS
HOMEOWNER'S ASSOCIATION

COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS PACKET IS TO BE PASSED
TO THE NEW OWNER
AT THE TIME OF
SALE.

PLEASE KEEP AVAILABLE

PALM RIVER ESTATES UNIT NO. 7
A SUBDIVISION IN SECTION 23,
TOWNSHIP 48 S., RANGE 25 E.,
COLLIER COUNTY, FLORIDA.

PLAT
Filed March 16, 1978
Plat Book 12, Pages 28, 29 & 3
COLLIER COUNTY RECORD

DESCRIPTION: See Map Attached

Dedication: KNOW ALL MEN BY THESE PRESENTS: That River Oaks of Naples, Inc., owner of the lands described, by its undersigned President, Earl L. Frye, and Secretary, Charles C. Burrus, has caused to be made this plat entitled "Palm River Estates Unit No. 7," and does hereby dedicate the streets, waterways, and easements, as shown on the attached plat to the perpetual use of the Public for the purposes shown.

In witness whereof, the said owner has caused these presents to be signed this 17th day of February, A. D. 1978.

Earl L. Frye, President
Charles C. Burrus, Secretary

ACKNOWLEDGED February 17, 1978 by Earl L. Frye and Charles C. Burrus as President and Secretary respectively, before a Notary Public of the County of Collier, State of Florida whose commission expires June 20, 1980. (N. P. Seal)

COUNTY APPROVALS (Health Dept.)

This Plat approved by the Collier County Health Department this 15th day of March, A. D. 1978, proved that central water and central sewer are available and no individual potable water wells or individual sewer systems are permitted.

Robert R. Wheeler, RS
County Sanitarian

This Plat approved by County Engineer this 15th day of March, 1978.

Irving L. Berzon
County Engineer

This Plat approved by the County Attorney this 15th day of March, 1978.

Donald A. Pickworth
County Attorney

This Plat approved in regular open meeting, by the Board of County Commissioner of Collier County, Florida this 28th day of February, A. D., 1978, providing that the plat is filed in the Office of the Clerk of the Circuit Court of Collier County, Florida.

William J. Reagan, Clerk

Board of County Commissioners
Collier County, Florida

SEAL
SEAL

By: Russ Wimer, Chairman

Mortgagee's Approval by First National Bank in Fort Myers holder of Mortgage recorded in Official Record Book 739, Pages 513 through 516 of the Public Records of Collier County, Florida.

First National Bank in
Fort Myers

By: James W. McFadden, Pres.

ATTEST: Glenna R. Stanhouse, Sec'y

Page -2-
Plat Book 12, Pages 28, 29 & 30

101

ACKNOWLEDGED February 20, 1978 by James W. McFadden and Glenna R. Stanhouse, President and Secretary respectively, before a Notary Public of the County of Lee, State of Florida whose commission expires October 5, 1981. (N. P. Seal)

SURVEYORS CERTIFICATE: By: R. W. Lossing, Jr., P. L. S. Florida Registration No. 854 on February 17, 1978.
SEAL

TITLE CERTIFICATE: by Stanley Lieberfarb certifies Title to be vested to River Oaks of Naples, Inc., that the current taxes have been paid; and that the property is encumbered by the mortgage shown hereon; and that I find that all mortgages are shown and are true and correct.

Stanley Lieberfarb

552945

PT 780 no 841

CERTIFICATION OF PERMANENT CONTROL POINTS (PCP'S)

IN

PALM RIVER ESTATES UNIT NO. 7

as recorded in Plat Book 12, Pages 28, 29 and 30, of the Public Records of Collier County, Florida.

I hereby certify that on October 23, 1978, all Permanent Control Points (PCP's) were placed as shown on said Plat, and that said PCP's conform with the requirements of Florida Statutes.

RECORDED
OFFICE OF THE CLERK
COLLIER COUNTY, FLORIDA
Nov 7 3 00 PM '78

TRI-COUNTY ENGINEERING, INC.
Naples, Florida

By: [Signature]
W. Lasking, Jr., PLS
Florida Reg. No. 654

Date: November 2, 1978

Sworn to and subscribed before me this 2nd day of November, 1978.



[Signature]
Notary Public

My Commission Expires:

Nov. 27, 1981

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA

525864

MAY 24 4 10 PM '78

DI-REC 753 FILE 40

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
PALM RIVER ESTATES UNIT NO. 7

This Declaration made this 24th day of May,
1978 by River Oaks of Naples, Inc., a Florida Corporation,
hereinafter referred to as Developer.

WITNESSETH:

Whereas, the Developer is the fee simple owner of certain
lands in Collier County, Florida, commonly referred to as Palm
River Estates Unit No. 7, which lands are more specifically described
on attached Exhibit "A", and

Whereas, the Developer desires to establish uniform
covenants, conditions, and restrictions on the use of said property
for the mutual benefit of present and future owners of said
property or portions thereof, and

Whereas, the Developer will convey said property or
portions thereof, subject to such covenants, conditions and re-
strictions.

NOW THEREFORE, Developer hereby declares that property
described on attached Exhibit "A" shall be held, sold, and conveyed
subject to the following easements, restrictions, covenants and
conditions, all of which are established for the purpose of en-
hancing and protecting the value, attractiveness, and pleasant living
quality of Palm River Estates Unit No. 7. These covenants shall run
with the land and the benefit and burden of them shall be binding on
all parties, whether grantees, mortgagees, devisees, heirs, personal
representatives, successors or assigns, or any other person, right,
title or interest, present or future in the described property or
any part or portion thereof.

ARTICLE I

DEFINITIONS:

As used herein the following definitions shall apply:

1. DEVELOPER shall mean and refer to River Oaks of Naples, Inc., a Florida Corporation, its successors in ownership or its assigns.
2. PLAT shall mean and refer to the Plat of Palm River Estates, Unit No. 7, according to Plat Book 12, pages 28 through 30, inclusive, Public Records of Collier County, Florida.
3. LOT shall mean and refer to any parcel of land shown upon the plat which bears a numerical designation.
4. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the plat, but not including those having an interest merely as security for the performance of an obligation.
5. ASSOCIATION shall mean and refer to River Oaks Home Owners Association, Inc., a Florida corporation not for profit.
6. GREEN AREA shall refer to those areas of riverfront lots lying between the river and the construction set back line, which areas may be subject to governmental regulation concerning environmental protection.

ARTICLE II

USE RESTRICTIONS:

SEE 753 PAGE 41

No Lot or parcel shall be used except for residential purposes.

ARTICLE III

BUILDING CONSTRUCTION:

1. No building or structure shall be constructed, erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling. Provided, however, that this restriction shall not apply to temporary buildings, or trailers used by the Developer or Contractors in connection with construction of improvements on the property.
2. No residence shall be erected on any lot that shall contain less than 1400 square feet of total ground area. Ground floor area shall be determined by square feet measurement of the main residence, excluding porches, breezeways, carports, or garages, which shall be calculated on the basis of 75% of their ground floor enclosed area, provided all are contained under one continuous structure.
3. No roof, except porch or garage roofs, shall be built with a center pitch less than three feet high to twelve feet horizontal.
4. No existing building or structure shall be moved into this area.
5. No building not attached to the main building shall be permitted on any parcel.
6. Garages: All garages shall be attached to the residence which they are designed to serve and shall be limited to a capacity sufficient to house three vehicles.
7. Antennas: No television, radio receiver or transmitter, or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is obtained in writing from the Association.

ARTICLE IV

LANDSCAPING:

Except in areas described above as Green Areas, no weeds, high grass, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the premises. If for any reason an Owner permits such weeds, high grass, underbrush or other unsightly growths and fails to correct same after five days notice by the Association, then the Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the lot of the Owner responsible for the payment.

ARTICLE V

PLAN APPROVALS:

The construction plans for any structure to be built on any lot must be approved by the Association prior to the commencement

of such construction. A complete set of construction prints, including a plot plan showing the location of the house on the lot, shall be submitted to the Association for approval. The Association shall approve or disapprove such plans within fifteen (15) days of receipt of them. Any disapproval by the Association shall be only on the basis of preventing the erection of structures having similar exterior design or elevation in proximity to an existing structure or to prevent a violation of restrictions contained in this instrument.

The failure of the Association to disapprove plans submitted within the fifteen (15) day period shall constitute approval of such plans except as to violations of restrictions contained in this instrument.

ARTICLE VI

CONSTRUCTION COMPLETION: When the physical construction of any building is started, said construction shall be prosecuted diligently and completed within a reasonable time. If for any reason, a building is not completed within one year from the issuance of the County building permit, or if landscaping and the landscape irrigation system are not completed within three months after completion of the principal building, then the Association may, after ten days notice to the Owner of record of the premises of its intentions, invade the premises and take such steps as it determines are required to correct an undesirable condition; the corrective steps taken shall be in the discretion of the Association, and may serve aesthetic nuisance abatement, or other reasonable purposes. The Owner in fact of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on his property, which lien may be foreclosed in the manner provided by law.

ARTICLE VII

WALLS: No boundary line wall, hedge or shrubbery shall be permitted with a height of more than five (5) feet from the existing ground level at or along such boundary line. No structure, walls, hedge or trees which materially obstruct the view of the lake from adjoining property shall be permitted.

ARTICLE VIII

UNDERGROUND UTILITY LINES: All telephone, electric, water, sewer, television, and fuel lines and pipes or other distributors must be underground from the lot line to the use connection.

ARTICLE IX

DRAINAGE: Except to comply with governmental regulation or control, no changes in the elevation of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to the adjoining property.

ARTICLE X

PRIVATE ROADS:

No lot, or any part thereof, shall be opened, dedicated or used as a street, road or thoroughfare, without obtaining the prior written consent of the Association.

ARTICLE XIMOTOR VEHICLES AND BOATS:

Except for required service or deliveries, no Owner shall park or permit to be parked either on a lot or within a street right-of-way withing the plat, any vehicle designed or used for commercial purposes or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat, trailer, or camper, except when such motor vehicle, boat, trailer, or camper is parked or stored within an enclosed garage.

ARTICLE XIITRASH AND GARBAGE:

Garbage containers, lawn trimmings and trash stored for pickup shall comply with garbage and trash collection service rules. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Except when out for pickup, garbage containers shall be screened from view from the road.

ARTICLE XIIISIGNS:

No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot by an Owner, except one sign, of not more than two square feet in area, containing the name and address of the Owner. This prohibition shall not apply to model homes or homes under construction. This provision shall not bar the Developer from the use of customary advertising and informational signs while properties within the subdivision are being offered for sale.

ARTICLE XIVPETS:

Normal household pets, provided they are not kept, bred or maintained for any commercial purpose, may be kept by the Owners on a lot or in a building on a lot. All other animals are prohibited within the subdivision.

ARTICLE XVMODELS:

Nothing in this instrument shall be construed to prohibit the Developer, or its authorized agents, from maintaining a model home or homes for the duration of the sales program for this subdivision, or, during such period, from maintaining such model home or homes open to the public for inspection seven (7) days per week for such hours as are deemed necessary and practical until all of the homesites in the subdivision have been sold.

ARTICLE XVI

MEMBERSHIP:

Each Owner of a lot in Palm River Estates, Unit No. 7, shall, automatically upon recording of a deed conveying title to such Owner, become a member in the River Oaks Home Owners Association, Inc., subject to all powers, duties, dues, liens and assessments of such membership. The membership in such Association shall terminate upon conveyance by the Owner of his title to the lot to another party or parties.

ARTICLE XVII

ACCEPTANCE:

Each Owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorney's fee, for the enforcement of these covenants.

ARTICLE XVIII

MODIFICATION OF COVENANTS:

Reasonable modifications to these covenants, by way of additions, deletions, or changes that may better assure the protection of the value, desirability and attractiveness of the subdivision, may be made from time to time by adoption of such modifications by Seventy-five percent (75%) of the members of the Association and recording of an instrument executed by the Secretary of the Association attesting to such adoption and setting forth the modifications so adopted. These covenants are supplemental to and independent of any zoning, present or future, of the County of Collier. No variance or zoning change permitted by the County shall in any way be construed to reduce or modify the covenants contained herein.

ARTICLE XIX

REMEDIES:

In the event of a violation or breach of any of these restrictive covenants, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any rights, reservation, restriction, condition or limitation herein contained, however long contained, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, which shall remain in full force and effect. Any delinquent Owner agrees to pay a reasonable attorney's fee for the enforcement of these use restrictions.

IN WITNESS WHEREOF, River Oaks of Naples, Inc., has caused this Declaration of Protective Covenants, Conditions and Restriction to be signed by its duly authorized officer and its corporate seal affixed hereto this 24 day of May, 1978.

Signed in the presence of:

RIVER OAKS OF NAPLES, INC.

M. J. ...
...

By: Carl L. ...
President

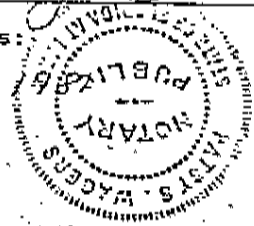
SEE 753 PAGE 497

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared the above named Earl L. Frye, well known to me to be the person described as President of the above named corporation well known to me to be the person who executed the foregoing Declaration of Protective Covenants, Conditions and Restrictions of Palm River Estates Unit No. 7 in the name of and for that corporation.

WITNESS my hand and official seal in the County and State named above this 24 day of July, 1978.

Patricia S. Wagner
Notary Public
My Commission Expires: June 25, 1987



This Instrument Prepared By:
MICHAEL E. CRANE, ESQUIRE
Suite 275
3003 Tamiami Trail North
Naples, Florida 33940

Lawyers' Abstract Service, Inc.

RECORDS
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA

SEP 18 10 25 AM '78

545912

REC 1.772 PAGE 1546

CERTIFICATION OF MODIFICATIONS TO
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PALM RIVER ESTATES UNIT NO. 7

This Certification dated this 26th day of July, 1978

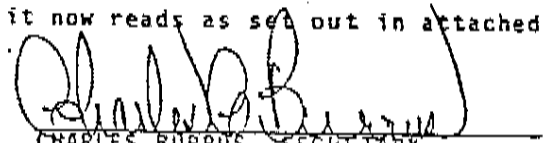
WITNESSETH:

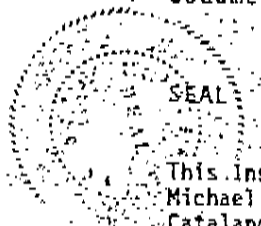
WHEREAS, RIVER OAKS OF NAPLES, INC., a Florida corporation, hereinafter referred to as Developer, by Declaration dated May 24, 1978, and recorded in the Public Records of Collier County, Florida, in Official Records Book 753, Pages 492 to 497 inclusive, declared the property described therein to be subject to certain easements, restrictions, covenants and conditions; and

WHEREAS, the said Declaration in Article XVIII provided for the modifications of such covenants by adoption of the proposed modifications by Seventy-Five percent (75%) of the members of the River Oaks Homeowners Association, Inc. and recording of an instrument executed by the Secretary of the Association attesting to the adoption and setting forth the modifications so adopted; and

WHEREAS, the members of the River Oaks Homeowners Association, Inc. have unanimously adopted certain modifications in the said Declaration;

— NOW THEREFORE, the undersigned Secretary of River Oaks Homeowners Association, Inc. certifies and attests that at a special meeting duly held on July 25, 1978, for the purpose of adopting certain modifications to the Declaration as aforesaid, the members unanimously approved and adopted certain modifications to the aforesaid Declaration so that the Declaration with the modifications incorporated into it now reads as set out in attached document marked "Exhibit One."


CHARLES BURRUS, SECRETARY
RIVER OAKS HOMEOWNERS ASSOCIATION, INC.



This Instrument Prepared by:
Michael E. Crane, Esquire
Catalano, Maloney, Lieberfarb, Crane, & Myers, Chartered
Suite 275, The Collier Building, 3003 Tamiami Trail North
Naples, Florida 33940 (813) 262-8000

BT REC: 772 PAGE 1547

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARLES BURRUS, SECRETARY OF RIVER OAKS HOMEOWNERS ASSOCIATION, INC., to me known to be the person in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of July, 1978.

Margene A. Shores
Notary Public



Commission Expires: Notary Public, State of Florida at Large
My Commission Expires June 20, 1989
Backed by American Plan & Quality Company

AMENDED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
PALM RIVER ESTATES UNIT NO. 7
ALSO KNOWN AS RIVER OAKS SUBDIVISION

This Declaration made this 26th day of July, 1978
by River Oaks of Naples, Inc., a Florida Corporation, hereinafter referred
to as Developer.

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of certain lands
in Collier County, Florida, commonly referred to as Palm River Estates
Unit No. 7, which lands are more specifically described on attached Exhibit
"A", and

WHEREAS, the Developer desires to establish uniform covenants,
conditions, and restrictions on the use of said property for the mutual
benefit of present and future owners of said property or portions thereof,
and

WHEREAS, the Developer will convey said property or portions
thereof, subject to such covenants, conditions and restrictions.

NOW THEREFORE, Developer hereby declares that property described
on attached Exhibit "A" shall be held, sold, and conveyed subject to the
following easements, restrictions, covenants and conditions, all of which
are established for the purpose of enhancing and protecting the value,
attractiveness, and pleasant living quality of Palm River Estates Unit
No. 7, also known as River Oaks Subdivision. These covenants shall run
with the land and the benefit and burden of them shall be binding on all
parties, whether grantees, mortgagees, devisees, heirs, personal represent-
atives, successors or assigns, or any other person, right, title or interest,
present or future in the described property or any part or portion thereof.

ARTICLE I

DEFINITIONS:

As used herein the following definitions shall apply:

1. DEVELOPER shall mean and refer to River Oaks of Naples, Inc.,
a Florida Corporation, its successors in ownership or its assigns.
2. PLAT shall mean and refer to the Plat of Palm River Estates
Unit No. 7, according to Plat Book 12, pages 28 through 30 inclusive, Public
Records of Collier County, Florida.
3. LOT shall mean and refer to any parcel of land shown upon the
plat which bears a numerical designation.
4. OWNER shall mean and refer to the record owner, whether one or
more persons or entities, of the fee simple title to any lot within the plat,
but not including those having an interest merely as security for the performance
of an obligation.
5. ASSOCIATION shall mean and refer to River Oaks Homeowners
Association, Inc., a Florida corporation not for profit.

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PT 772 PAGE 1549

6. GREEN AREA shall refer to those areas of riverfront lots lying between the river and the construction set back line, which areas may be subject to governmental regulation concerning environmental protection.

ARTICLE II

USE RESTRICTIONS:

No Lot or parcel shall be used except for residential purposes.

ARTICLE III

BUILDING CONSTRUCTION:

1. No building or structure shall be constructed, erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling. Provided, however, that this restriction shall not apply to temporary buildings, or trailers used by Contractors in connection with construction of improvements on the property.

2. No residence shall be erected on any Lot that shall contain less than 1400 square feet of total ground area. Ground floor area shall be determined by square feet measurement of the main residence, excluding porches, breezeways, carports, or garages, which shall be calculated on the basis of 75% of their ground floor enclosed area, provided all are contained under one continuous structure.

3. No roof, except porch or garage roofs, shall be built with a center pitch less than three feet high to twelve feet horizontal.

4. No existing building or structure shall be moved into this area.

5. No building not attached to the main building shall be permitted on any parcel.

6. Garages: All garages shall be attached to the residence which they are designed to serve and shall be limited to a capacity sufficient to house three vehicles.

7. Antennas: No television, radio receiver or transmitter, or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is obtained in writing from the Association.

ARTICLE IV

LANDSCAPING:

Except in areas described above as Green Areas, no weeds, high grass, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the premises. If for any reason an Owner permits such weeds, high grass, underbrush or other unsightly growths and fails to correct same after five days notice by the Association, then the Association shall have the right to enter upon the premises and make such corrections and shall charge the owner for the cost of the corrections. Said charge, until paid, shall be a lien against the lot of the owner responsible for the payment.

ARTICLE V

PLAN APPROVALS:

The construction plans for any structure to be built on any lot must be approved by the Association prior to the commencement of such construction. A complete set of construction prints, including a plot plan showing the location of the house on the lot, shall be submitted to the Association for approval. The Association shall approve or disapprove such plans within fifteen (15) days of receipt of them. Any disapproval by the Association shall be only on the basis of preventing the erection of structures having similar exterior design or elevation in proximity to an existing structure or to prevent a violation of restrictions contained in this instrument.

The failure of the Association to disapprove plans submitted within the fifteen (15) day period shall constitute approval of such plans except as to violations of restrictions contained in this instrument.

ARTICLE VI

CONSTRUCTION COMPLETION:

When the physical construction of any building is started, said construction shall be prosecuted diligently and completed within a reasonable time. If for any reason a building is not completed within one year from the issuance of the County Building Permit, then the Association may, after ten days notice to the Owner of record of the premises of its intentions, invade the premises and take such steps as it determines are required to correct an undesirable condition; the corrective steps taken shall be in the discretion of the Association, and may serve aesthetic, nuisance abatement, or other reasonable purposes. The owner in fact of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on his property, which lien may be foreclosed in the manner provided by law.

ARTICLE VII

WALLS:

No boundary line wall, hedge or shrubbery shall be permitted with a height of more than five (5) feet from the existing ground level at or along such boundary line. No structure, walls, hedge or trees which materially obstruct the view of the lake from adjoining property shall be permitted.

ARTICLE VIII

UNDERGROUND UTILITY LINES:

All telephone, electric, water, sewer, television, and fuel lines and pipes or other distributors must be underground from the lot line to the use connection.

ARTICLE IX

DRAINAGE:

Except to comply with governmental regulation or control, no changes in the elevation of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to the adjoining property.

ARTICLE X

PRIVATE ROADS:

No lot, or any part thereof, shall be opened, dedicated or used as a street, road or thoroughfare, without obtaining the prior written consent of the Association.

ARTICLE XI

MOTOR VEHICLES AND BOATS:

Except for required service or deliveries, no owner shall park or permit to be parked, either on a lot or within a street right-of-way within the plat, any vehicle designed or used for commercial purposes or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat, trailer, or camper, except when such motor vehicle, boat, trailer, or camper is parked or stored within an enclosed garage.

ARTICLE XIITRASH AND GARBAGE:

Garbage containers, lawn trimmings and trash stored for pickup shall comply with garbage and trash collection service rules. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Except when out for pickup, garbage containers shall be screened from view from the road.

ARTICLE XIIISIGNS:

No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot by an owner except one sign of not more than two square feet in area, containing the name and address of the owner. This provision shall not bar any owner from the use of customary advertising and informational signs while properties within the subdivision are being offered for sale or resale by any owner.

ARTICLE XIVPETS:

Normal household pets, provided they are not kept, bred or maintained for any commercial purpose, may be kept by the owners on a lot or in a building on a lot. All other animals are prohibited within the subdivision.

ARTICLE XVMEMBERSHIP:

Each owner of a lot in Palm River Estates Unit No. 7 shall, automatically upon recording of a deed conveying title to such owner, become a member in the River Oaks Homeowners Association, Inc., subject to all powers, duties, dues, liens and assessments of such membership. The membership in such Association shall terminate upon conveyance by the owner of his title to the lot to another party or parties.

ARTICLE XVIACCEPTANCE:

Each owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorney's fee, for the enforcement of these covenants.

ARTICLE XVIIMODIFICATION OF COVENANTS:

Reasonable modifications to these covenants, by way of additions, deletions, or changes that may better assure the protection of the value, desirability and attractiveness of the subdivision, may be made from time to time by adoption of such modifications by Seventy-five percent (75%) of the members of the Association and recording of an instrument executed by the Secretary of the Association attesting to such adoption and setting forth the modifications so adopted. These covenants are supplemental to and independent of any zoning, present or future, of the County of Collier. No variance or zoning change permitted by the County shall in any way be construed to reduce or modify the covenants contained herein.

ARTICLE XVIII

REMEDIES:

In the event of a violation or breach of any of these restrictive covenants, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any rights, reservations, restrictions, conditions or limitations herein contained, however long contained shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, which shall remain in full force and effect. Any delinquent owner agrees to pay a reasonable attorney's fee for the enforcement of these use restrictions.

IN WITNESS WHEREOF, River Oaks of Naples, Inc. caused the Declaration of Protective Covenants, Conditions and Restrictions to be signed by its duly authorized officer and had its corporate seal attached on the 24th day of May, 1978, and now causes this Amended Declaration of Protective Covenants, Conditions and Restrictions to be signed by its duly authorized officer and its corporate seal affixed hereto, thereby adopting the modifications contained herein and redeclaring the covenants in their modified form on this 26th day of July, 1978.

Signed in the presence of:

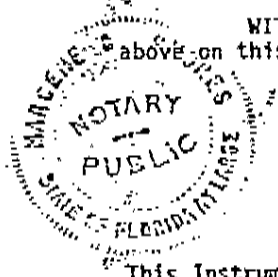
RIVER OAKS OF NAPLES, INC.

Signature of Earl L. Frye (circled)
SEAL
STATE OF FLORIDA)
COUNTY OF COLLIER) SS:

By: Earl L. Frye
President
Attest: Charles Burrus
Secretary

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared the above named corporate officers of River Oaks of Naples Inc., EARL L. FRYE, PRESIDENT and CHARLES BURRUS, SECRETARY, well known to me to be the persons described herein and who acknowledged before me that they executed the foregoing Amended Declaration of Protective Covenants, Conditions and Restrictions of Palm River Estates Unit No. 7, also known as River Oaks Subdivision, in the name of and for that corporation.

WITNESS my hand and official seal in the County and State name above on this 26th day of July, 1978.



Signature of Notary Public
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires June
Issued by American Bar & Co.

This Instrument Prepared By:
MICHAEL E. CRANE, ESQUIRE
CATALANO, MALONEY, LIEBERFARB & CRANE, CHARTERED
Suite 275, The Collier Building
3003 Tamiami Trail North
Naples, Florida 33940
(813) 262-8000 (telephone)

EXHIBIT "A"

OFF REC: 772 PAGE 1553

Palm River Estates Unit No. 7, recorded in Plat Book 12, Page 28, Public Records of Collier County, Florida, more particularly described as follows:

A portion of the SW $\frac{1}{2}$ of Section 23, Township 48 South, Range 25 East, Collier County, Florida, described as follows:

From the Southwest corner of said Section 23, run N 00°32'16"W, along the West line of Section 23, for 925.41 feet to the POINT OF BEGINNING; thence continue N 00°32'16"W, along said West line, for 1532.75 feet to the intersection of said West line with the Northwesterly extension of the South line of "Viking Way", as shown on the plat of Unit No. 2, Palm River Estates, as recorded in Plat Book 3, Page 96, Public Records of Collier County; thence run S 75°36'00"E, along said extension of "Viking Way", for 223.95 feet to the West line of "Old Tamiami Trail", as shown on said Plat of Unit No. 2, Palm River Estates; thence N 14°24'00"E, along said West line, for 60.00 feet; thence S 75°36'00"E, for 60.00 feet to the intersection of the East line of "Old Tamiami Trail" and the North line of "Viking Way"; thence S 14°24'00"W, along the East line of "Old Tamiami Trail", for 185.00 feet to the Southwest corner of Lot 629 of said Unit No. 2, Palm River Estates; thence S 75°36'00"E, along the South line of said Unit No. 2, for 390.00 feet to the Southwest corner of Lot 602 of said Unit No. 2; thence S 14°24'00"W, for 100.00 feet; thence S 75°36'00"E, for 130.00 feet; thence N 14°24'00"E, for 100.00 feet to the Southeast corner of said Lot 602; thence the following courses and distances along the South line of said Unit No. 2: S 75°36'00"E, for 650.06 feet; S 64°41'50"E, for 170.46 feet; N 62°45'38"E, for 151.41 feet; N 89°25'06"E, for 685.07 feet to the Southwest corner of Lot 535 A of said Unit No. 2; thence S 00°34'54"E, for 238.35 feet to a point in Palm River (Horse Creek); thence along the approximate thread of said river: N 70°12'00"E, for 32.03 feet; N 45°24'17"E, for 242.69 feet to a point on the Westerly boundary of Unit No. 1, Palm River Estates, as recorded in Plat Book 3, Page 90, said Public Records of Collier County; thence Southerly along said Westerly boundary of Unit No. 1, the following courses and distances: S 00°33'33"E, for 110.00 feet to a point of curvature; 286.85 feet along the arc of a curve, concave to the Northwest, having a radius of 232.03 feet and subtended by a chord having a length of 268.93 feet and bearing S 34°51'27"W to a point of tangency; S 70°16'27"W, for 297.44 feet; S 00°33'33"E, for 488.52 feet; S 89°26'27"W, for 100.00 feet; S 00°33'33"E, for 861.28 feet to the Southwest corner of said Unit No. 1, Palm River Estates; thence S 88°51'55"W, along a line parallel with and 100.00 feet Northerly of the South line of Section 23, for 1275.16 feet; thence N 42°40'57"W, for 1102.83 feet to the POINT OF BEGINNING;

EXHIBIT "A"
TO DECLARATION

EXHIBIT ONE - PAGE 6

00802186
COLLIER COUNTY

1983 MAR 23 PM 12:04

001012
OR BOOK

001721
PAGE

RECORDED
CERTIFICATION OF MODIFICATIONS TO
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PALM RIVER ESTATES UNIT NO. 7

500

This Certification dated this 22nd day of March, 1983.

WITNESSETH:

WHEREAS, the Amended Declaration of Protective Covenants, Conditions and Restrictions of Palm River Estates Unit No. 7, also known as River Oaks Subdivision, dated July 26, 1978 and recorded in the Official Records of Collier County Florida at OR Book 772 at Page 1546 thru 1553 on September 18, 1978, in Article XVIII provided for the modifications of such covenants by adoption of the proposed modifications by Seventy-five (75) of the members of the River Oaks Homeowners Association, Inc. and recording of an instrument, executed by the Secretary of the Association attesting to the adoption and setting forth the modifications so adopted; and

WHEREAS, the members of the River Oaks Homeowners Association, Inc. have unanimously adopted certain modifications in the said Declaration;

NOW THEREFORE, the undersigned Secretary of River Oaks Homeowners Association, Inc. certifies and attests that at a meeting held November 30, 1982, the members unanimously approved and adopted certain modifications to the aforesaid Declaration as follows;

Be it resolved, that the Declaration of Protective covenants, conditions, and restrictions of Palm River Estates, Unit 7 be amended so as to add the following new article:

ARTICLE IXX
Lakes

No owner shall construct, or maintain, any dock, boat house, or other structure in or adjacent to any of the lakes as shown on the plat. It is not the intention of this Article to prohibit the construction or maintenance of any dock on any canal located in the properties subject to this Declaration.

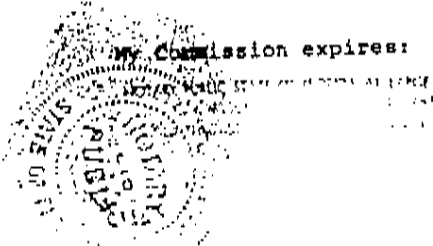
Stacey Richman
STACEY RICHMAN, SECRETARY
RIVER OAKS HOMEOWNERS
ASSOCIATION, INC.

SEAL
STATE OF FLORIDA) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared STACEY RICHMAN, SECRETARY OF RIVER OAKS HOMEOWNERS ASSOCIATION, INC., to me known to be the person in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of March, 1983.

Elizabeth O. Brock
Notary Public



COLLETTTE, PHOEN, RICHMAN AND RAMM
A PROFESSIONAL ASSOCIATION
NAMES FEDERAL BLDG., SUITE 605
8801 PELICAN BAY BOULEVARD
NAPLES FLORIDA 33960

523476

WIVER

760 - 1980

WHEREAS, Oleum Corporation, a Florida corporation (hereinafter called the Corporation), is the owner of 100 per cent of the oil, gas and mineral rights in the hereinafter described land.

NOW THEREFORE, in consideration of the sum of Ten Dollars and Other Good and Valuable Considerations, the said Corporation hereby waives its full right of surface exploration in and to the following property, situate, lying and being in Collier County, Florida:

See Schedule A attached hereto and by reference made a part hereof.

It is the intent of this instrument to waive the full rights of surface exploration but in no way impair the ownership or right of any sub-surface oil, gas or mineral rights owned by said Corporation.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 28th day of

June, A.D. 1978.

Witness my

William P. Blackwell

OLEUM CORPORATION

Norman A. Heston
Norman A. Heston, President

Kenneth B. Arnold
Kenneth B. Arnold, Secretary

RECORDED
OFFICIAL RECORD BUREAU
COLLIER COUNTY, FLORIDA

JUN 19 9 25 AM '78

III 760 1981

STATE OF FLORIDA)
COUNTY OF COLLIER)

The undersigned hereby certifies that Norman A. Herren as President, and Kenneth E. Arrington as Assistant Secretary, respectively, of OLEUM CORPORATION, a Florida corporation, to me personally known, this day acknowledged before me that they executed the foregoing Waiver as such officers of said corporation and that they affixed thereto the official seal of said corporation; and the undersigned further certifies that he knows the said persons making said acknowledgments to be the individuals described in and who executed the said Waiver.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of June, 1978.

Helen B. Arnoldi

Helen B. Arnoldi, State of Florida -
My Commission Expires July 24, 1981.
Qualified to perform the duties of Notary Public

HE 760 - 1982

Schedule A

Palm River Estates Unit No. 7, recorded in Plat Book 12, Page 25, Public Records of Collier County, Florida, more particularly described as follows:

A portion of the SW1/4 of Section 23, Township 48 South, Range 25 East, Collier County, Florida, described as follows:

From the Southwest corner of said Section 23, run N 00°32'16"W, along the West line of Section 23, for 325.41 feet to the POINT OF BEGINNING; thence continue N 00°32'16"W, along said West line, for 1532.75 feet to the intersection of said West line with the Northwesterly extension of the South line of "Viking Way", as shown on the plat of Unit No. 2, Palm River Estates, as recorded in Plat Book 3, Page 96, Public Records of Collier County; thence run S 75°36'00"E, along said extension of "Viking Way", for 223.95 feet to the West line of "Old Tamiami Trail", as shown on said Plat of Unit No. 2, Palm River Estates; thence N 14°24'00"E, along said West line, for 60.00 feet; thence S 75°36'00"E, for 60.00 feet to the intersection of the East line of "Old Tamiami Trail" and the North line of "Viking Way"; thence S 14°24'00"W, along the East line of "Old Tamiami Trail", for 185.00 feet to the Southwest corner of Lot 629 of said Unit No. 2, Palm River Estates; thence S 75°36'00"E, along the South line of said Unit No. 2, for 390.00 feet to the Southwest corner of Lot 602 of said Unit No. 2; thence S 14°24'00"W, for 100.00 feet; thence S 75°36'00"E, for 130.00 feet; thence N 14°24'00"E, for 100.00 feet to the Southeast corner of said Lot 602; thence the following courses and distances along the South line of said Unit No. 2: S 75°36'00"E, for 650.06 feet; S 62°41'50"E, for 170.46 feet; N 62°45'38"E, for 151.41 feet; N 29°25'06"E, for 685.07 feet to the Southwest corner of Lot 535 A of said Unit No. 2; thence S 00°34'54"E, for 238.35 feet to a point in Palm River (Horse Creek); thence along the approximate thread of said river: N 70°12'00"E, for 32.03 feet; N 45°17'E, for 242.69 feet to a point on the Westerly boundary of Unit No. 1, Palm River Estates, as recorded in Plat Book 3, Page 90, said Public Records of Collier County; thence S 00°33'33"E, along said Westerly boundary of Unit No. 1, the following courses and distances: S 00°33'33"E, for 110.00 feet to a point of curvature; 286.85 feet along the arc of a curve, concave to the Northwest, having a radius of 232.03 feet and subtended by a chord having a length of 268.93 feet and bearing S 34°51'27"W to a point of tangency; S 70°16'27"W, for 297.44 feet; S 00°33'33"E, for 488.52 feet; S 89°26'27"W, for 100.00 feet; S 00°33'33"E, for 861.28 feet to the Southwest corner of said Unit No. 1, Palm River Estates; thence S 88°51'55"W, along a line parallel with and 100.00 feet Northerly of the South line of Section 23, for 1275.16 feet; thence N 42°40'57"W, for 1102.83 feet to the POINT OF BEGINNING;

712

RECORDED
PUBLIC RECORDS
COLLIER COUNTY, FLORIDA

FEB 20 3 37 PM '79

571382

This instrument was prepared by:
MICHAEL E. CRANE

CATALANO, MALONEY, LIEBERFARB,
CRANE & MYERS, CHARTERED
The Collier Building, Suite 275
3003 Tamiami Trail North
Naples, Florida 33940

INDENTURE

PT 796 PAGE 1760

and

BILL OF SALE

THIS INDENTURE made this 12th day of January, 1979 by and between RIVER OAKS of NAPLES, INC., a Florida Corporation, hereinafter referred to as Grantor and

THE BOARD of COUNTY COMMISSIONERS, County of Collier, State of Florida, hereinafter referred to as Grantee:

WITNESSETH, That the Grantor for and in consideration of the acceptance by the BOARD of COUNTY COMMISSIONERS of newly constructed water and sewer lines within the subdivision known as PALM RIVER ESTATES Unit Number 7 and the granting of permission for connections to the water and sewer main lines, and other good and valuable consideration,

has granted, bargained and conveyed to said Grantee the following described property situate, lying and being in Collier County, Florida, to-wit:

All of the water and sewer lines forming a part of the Water Distribution System and Sanitary Sewer Collection System lying within the Public Right-of-Way and dedicated streets of the subdivision known as PALM RIVER ESTATES, Unit Number 7, and located within Section 23, Township 48 South, Range 25 East, as shown on Plat in Plat Book 12 pages 28-30, Public Records of Collier County, Florida, the location of which are more particularly described in the Record Prints of Construction Drawings of such water and sewer systems on file with the Utility Division of Collier County, Florida. This conveyance is limited to those water and sewer lines actually located within the Public Right-of-Way and dedicated Streets of said subdivision.

EL 796 REC 1761

and said grantor does hereby fully warrant the title to said water and sewer lines, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

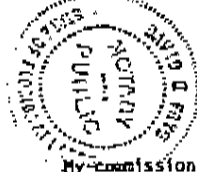
[Signature]
James Creed

RIVER OAKS of NAPLES, INC.
BY: [Signature] (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF Florida
COUNTY OF Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Earl L. Frye, President of RIVER OAKS of NAPLES, INC. to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of January 19 99.



[Signature]
(NOTARY PUBLIC)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES 12/31/08
BONDED FOR GENERAL USE, UNRECORDED

Approved and attested
in presence of me at that
Collier County, Florida
William J. Ferguson, Clerk
By Mark Bryant, CL

01338601
COLLIER COUNTY

888 DEC 15 PM 4 05
RECORDED

N. County Wastewater
Treatment Facility
Easement 10

UTILITY EASEMENT

REC'D
FORM
DOC
INT
IND

THIS EASEMENT, granted this 7th day of December 1989, by PALM RIVER ESTATES, INC. an Ohio corporation authorized to do business in the State of Florida, as GRANTOR, to the COLLIER COUNTY WATER-SEWER DISTRICT, a body corporate and politic with the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, as the Ex-Officio Governing Board, its successors and assigns, as GRANTEE.

WITNESSETH: That the Grantor for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations paid by the GRANTEE, receipt of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the GRANTEE, its successors and assigns, a perpetual, nonexclusive easement, license, and privilege to enter upon and to install and maintain utility facilities, on the following described lands being located in Collier County, Florida, to wit:

See attached Exhibit "A" which is incorporated herein by reference.

Upon the completion of construction, the Grantee shall restore the surface of the easement area to its original condition.

Subject to easements, restrictions, and reservations of record.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed the day and year first above written.

WITNESSES:

PALM RIVER ESTATES, INC.

Alan P. Patis
Thomas M. Jones

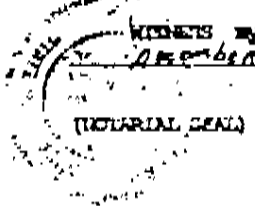
BY: *James J. ...*
President

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by James J. ... President of PALM RIVER ESTATES, INC., an Ohio corporation authorized to do business in the State of Florida, on behalf of the corporation.

WITNES my hand and official seal this 7th day of December 1989.



Dianne S. Taylor
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES _____
EXCEED THE LIMITS OF MY COMMISSION

Prepared By:
Dennis P. Cronin, Esquire
Office of the County Attorney
3301 East Tamiami Trail
Naples, Florida 33962
(813) 774-8400

APPROVED BY SCC: 10/3/89.

WITHOUT OPINION OR BENEFIT
OF TITLE EXAMINATION

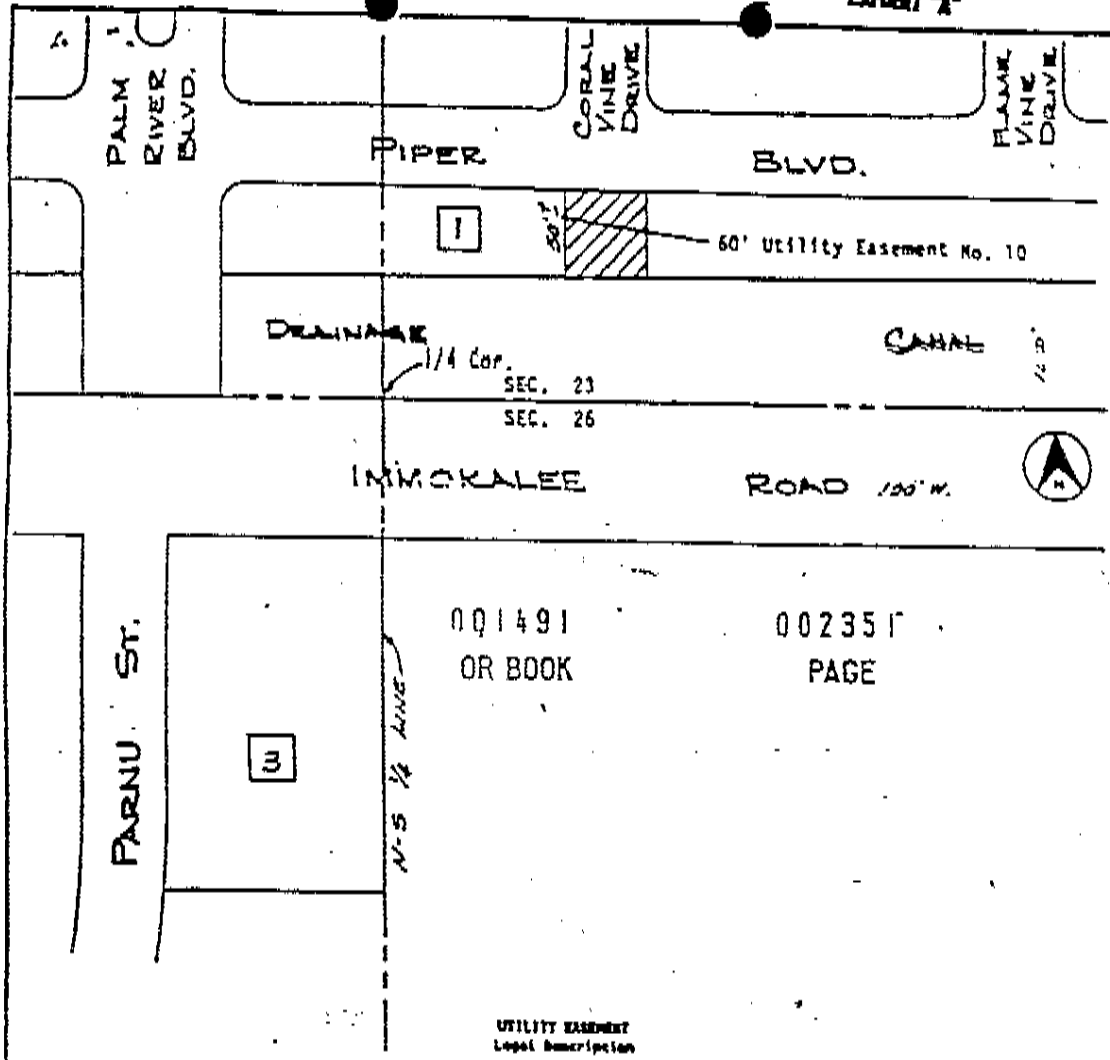
Recorded \$ 55 Record Fee, Stamp Tax
\$ 10 ...
COLLIER COUNTY CLERK OF COURTS
BY: *...* DC

RETURN TO:
REAL PROPERTY MGMT.
8480

901491
OR BOOK
002350
PAGE

EXHIBIT A

EXHIBIT "A"



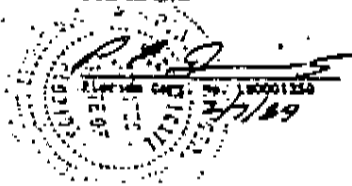
UTILITY EASEMENT
Legal Description

All that part of Section 23, Township 48 South, Range 25 East, Collier County, Florida, being an unidentified strip of land, lying between the South line of Piper Boulevard; the North line of the South 100 feet of said Section 23 and the southerly prolongation of Coral Vine Drive right-of-way (60 feet wide), according to the plan of UNIT NO. 1 PALM RIVER ESTATES as recorded in Plat Book 3 on page 90 of the Public Records of Collier County, Florida.

Containing 0.07 acres, more or less.

Subject to easements, reservations and restrictions of record.

Description Prepared By:
P. A. Irwin, Sr.
Local Surveyor



"Not A Survey"

MAP SHOWING
DEDICATION OF EASEMENT

TO THE
COUNTY WATER-SEWER DISTRICT
COLLIER COUNTY, FLORIDA

RECORDED IN PLAT BOOK 3
PAGE 90
COLLIER COUNTY, FLORIDA
JAN 20 2008

CONSOR, TOWNSEND & ASSOCIATES, INC.	EASEMENT NO. 10	Easement Distribution System
SCALE 1" = 100'	DATED DEC. 18	PARCEL NO. 653700400077
DRAWN BY		EXHIBIT

Return to: **SPROD**
REC-5180
PRM 100
DOC 72
INT
IND

P. O. Box 24680
V.P.B., FL 33416-4680
Attn: S. Easty
Real Estate Division

01649644
COLLIER COUNTY

REC DEC -3 PM 1:41
RECORDED

QUITCLAIM DEED

OR BOOK
1775

002026
PAGE

THIS INDENTURE, made this 22nd day of October, 1992, between **PALM RIVER ESTATES, INC.**, an Ohio corporation authorized to do business in Florida, hereinafter called Grantor, and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a corporation of the State of Florida, whose post office address is P. O. Box 24680, West Palm Beach, FL 33416, hereinafter called Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration to it paid by the Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim unto the said Grantee the following described real estate, situated in Collier County, Florida, to-wit:

The West 120.00 feet of that portion of Section 23, township 48 South, Range 25 East in Collier County, Florida bounded Northerly by the South line of Piper Boulevard as shown on the plat of Unit No. 1, Palm River Estates recorded in Plat Book 3, Page 90, of the Public Records of said Collier County, bounded Westerly by the West line of said Unit No. 1, Palm River Estates and bounded Southerly by the North line of the South 100.00 feet of said Section; containing 0.15 acre, more or less.

The intent of this deed is to convey fee simple title to the Grantee.

The South Florida Water Management District has decided to accept the subject property based on the performance of a Phase II environmental audit, the results of which indicate that there are no hazardous substances on the property.

This is a deed of gift.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest and claim whatsoever of the said Grantor either at law or in equity, to the only proper use, benefit and behoof of the said Grantee.

Signed, sealed and delivered in the presence of:

Dianna Taylor
Witness: Dianna Taylor
William H. Gracely
Witness: William H. Gracely

PALM RIVER ESTATES, INC.

BY Dean W. Flytes
Dean W. Flytes, Vice President

Grantor's Mailing Address:
113 Viking Way
Naples, Florida 33942

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22nd day of October, 1992, by **DEAN W. FLYTES**, Vice President of Palm River Estates, Inc., an Ohio corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me, and no oath was taken.

NOTARY SEAL

William H. Gracely
NOTARY PUBLIC, State of Florida
NAME: William H. Gracely
Commission expires: 2-17-95
CC-077257

RECEIVED
DEAN W. FLYTES
V.P.B. INC.
DEC 3 1992

W. H. Gracely

Return to: SPARD

P.O. Box 14680
M.F.B., FL 33416-4680
Attn: S. Hasty
Real Estate Division

01649543

DEC -3 PM 1:44

COLLIER COUNTY

RECORDED

REC 502
PRM 100
DOC _____
INT _____
IND _____

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that PALM RIVER ESTATES, INC., an Ohio corporation authorized to do business in the State of Florida, does hereby give notice that it disclaims all right, title and interest which it may have in and to the following described land situate in Collier County, Florida, to wit:

PARCEL NO. 1

The West 190.00 feet of Piper Boulevard as shown on plat of Unit No. 1, Palm River Estates in Collier County, Florida recorded in Plat Book 3, Page 90, of the Public Records of said Collier County, Florida.

Containing 0.25 acre more or less.

PARCEL NO. 2

The South 100.00 feet of the West 120.00 feet of that portion of Section 23, Township 48 South, Range 25 East in Collier County, Florida lying Easterly of the Southerly prolongation of the Westerly line of Unit No. 1, Palm River Estates, according to the plat thereof recorded in Plat Book 3, Page 90, of the Public Records of Collier County, Florida.

Containing 0.28 acre, more or less.

IN WITNESS WHEREOF, PALM RIVER ESTATES, INC., has caused these presents to be executed this 22nd day of October, 1992, at Naples, Collier County, Florida.

Witnesses to signature:

Name: Dianna Taylor

Name: William K. Gracely

PALM RIVER ESTATES, INC.

BY Dean W. Fejer
Dean W. Fejer, Vice President

Mailing Address:
113 Viking Way
Naples, Florida 33942

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22nd day of October, 1992, by DEAN W. FEJER, Vice President of Palm River Estates, Inc., an Ohio corporation authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me, and no oath was taken.

NOTARY SEAL

William K. Gracely
NOTARY PUBLIC, State of Florida
NAME: William K. Gracely
Commission expires: 2-17-95
CC-077257

Recorded and indexed
in Public Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

OR BOOK 1775
PAGE 002023

9.5
ESD
LAN
R/L
D.P.

01660473
COLLIER COUNTY

1993 JAN -8 PM 1:20
RECORDED

LAN 06-02
504-88

Return to: SH/mvw
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680 ↗*

This instrument prepared by:
Thomas J. Schwartz, Esquire,
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: Cocohatchee No. 2
Tract: 8CB 100-077

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made this 21 day of December, 1993, by and between Palm River Estates, Inc., a corporation organized and existing under the laws of the State of Ohio, whose mailing address is 113 Viking Way, Naples, FL 33942, hereinafter referred to as the Grantor, in consideration of the sum of TEN DOLLARS (10.00), and other valuable consideration, received from SOUTH FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the Grantee, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida, hereby conveys to the Grantee, its successors or assigns, permission to temporarily use the real property in Collier County, Florida, described as:

The South 15.00 feet of that certain portion of Section 23, Township 48 South, Range 25 East bounded Northerly by Piper Boulevard, Westerly by Palm River Boulevard, Southerly by the North line of the South 100.00 feet of said Section and Easterly by the East line of Unit No. 1 Palm River Estates in Collier County, Florida, according to the Plat thereof recorded in Plat Book 3, Page 90 of the Public Records of said Collier County.

Containing 0.26 acres more or less.

for any and all purposes necessary, convenient, incident to, or in connection with, the construction of any project in the interest of flood control, reclamation, conservation, recreation, water storage and allied purposes now or that may hereafter be conducted by the Grantee herein, or its successors or assigns, including, but not limited to, depositing, storing and removing dredged or excavated material, constructing and using detour and access roads, installing culverts and power facilities, constructing and using by-pass channels and return water ditches, lying, operating and using dredge pipe lines, and storing equipment materials, vehicles and supplies, in carrying out the purpose and intent of the Statutes of the State of Florida relating to the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, presently existing or that may be enacted in the future pertaining thereto.

BOOK
1786

PAGE
2217

LB

The permission herein granted shall become null and void on March 31, 1995.

IN WITNESS WHEREOF, the Grantor herein has caused these presents to be executed in its name by its Vice President and witnessed as indicated below the day and year first above written.

PALM RIVER ESTATES, INC.

BY: [Signature]
Dean Fejes, Vice President

[Signature] Witness
William H. Gracely
[Signature] Witness
Constance A. Tippo

1706
1100K

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of December, 1992 by Dean Fejes, Vice President of Palm River Estates, Inc. a Ohio corporation, on behalf of the corporation. He/she is personally known to me or who has produced [Signature] as identification and who did (did not) take an oath.

221E
PAGE

[Signature]
Notary Public
Constance A. Tippo
Print

My Commission Expires: 11-30-93

[Signature]
DEC 18, 1992

Legal Form Approved [Signature]
BY Thomas T. Wolf DATE 12-18-92

Notary Public
COLLIER COUNTY, FLORIDA
My Comm. Expires 11-30-93

01719203

93 JUL -9 PM 2:01

COLLIER COUNTY

RECORDED

LAN 06-02
504-88

REC 910 Return to: BB/mvw
PRM 750 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DOC _____ P.O. Box 24680
INT _____ West Palm Beach, FL 33416-4680
IND _____

This instrument prepared by:
Scott A. Glazier, Esquire,
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: Cocohatchee No. 2
Tract: BCB 100-077

1913
OK BOOK

002209
PAGE

CORRECTIVE TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made this 14 day of JUNE, 1993 by and between Palm River Estates, Inc., a corporation organized and existing under the laws of the State of Ohio, whose mailing address is 113 Viking Way, Naples, FL 33942, hereinafter referred to as the Grantor, in consideration of the sum of TEN DOLLARS (10.00), and other valuable consideration, received from SOUTH FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the Grantee, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida, hereby conveys to the Grantee, its successors or assigns, permission to temporarily use the real property in Collier County, Florida, described as:

The South 15.00 feet of that certain portion of Section 23, Township 48 South, Range 25 East bounded Northerly by Piper Boulevard, Westerly by Palm River Boulevard, Southerly by the North line of the South 100.00 feet of said Section and Easterly by the East line of Unit No. 1 Palm River Estates in Collier County, Florida, according to the Plat thereof recorded in Plat Book 3, Page 90 of the Public Records of said Collier County.

Containing 0.26 acres more or less.

for any and all purposes necessary, convenient, incident to, or in connection with, the construction of any project in the interest of flood control, reclamation, conservation, recreation, water storage and allied purposes now or that may hereafter be conducted by the Grantee herein, or its successors or assigns, including, but not limited to, depositing, storing and removing dredged or excavated material, constructing and using detour and access roads, installing culverts and power facilities, constructing and using by-pass channels and return water ditches, lying, operating and using dredge pipe lines, and storing equipment materials, vehicles and supplies, in carrying out the purpose and intent of the Statutes of the State of Florida relating to the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, presently existing or that may be enacted in the future pertaining thereto.

SOUTH FLORIDA WATER MANAGEMENT DIST
PO BOX 24680
WEST PALM BEACH, FL 33416-9844



1843
OR BOOK

002210
PAGE

The intent of this easement is to serve as a corrective instrument for that Temporary Construction Easement executed by Grantor on December 21, 1992.

The permission herein granted shall become null and void on March 31, 1995.

IN WITNESS WHEREOF, the Grantor herein has caused these presents to be executed in its name by its President and witnessed as indicated below the day and year first above written.

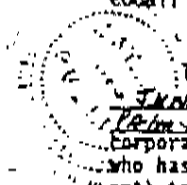
PALM RIVER ESTATES, INC.

BY: James Jelenik
James Jelenik, President

Dianna Taylor, Witness
Dianna Taylor

Tanara Lipton, Witness
Tanara Lipton

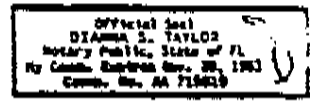
STATE OF Florida
COUNTY OF Collier



The foregoing instrument was acknowledged before me this 14 day of June, 1993 by JAMES JELENIK of PALM RIVER ESTATES, INC. a OHIO corporation, on behalf of the corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

Dianna S. Taylor
Notary Public
DIANNA S. TAYLOR
Print

My Commission Expires: _____



Legal Form Approved
SFWMD Office of Counsel AD
By Tom Wolf Date 6-9-93

Recorded and Certified
to Official Records of
COLLIER COUNTY, FLORIDA
DWAYNE L. BROCK, CLERK

COLLIER COUNTY

REC JUN -9 PM 2:02

RECORDED

1843 OR BOOK

002211 PAGE

REC 500
FRM 100
XOC
NT
NO

Return to: 88/888
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680
Attention: Barbara Bernstein

CORRECTIVE QUITCLAIM DEED

THIS INDENTURE, made this 14 day of JUNE, 1993, between PALM RIVER ESTATES, INC., an Ohio corporation authorized to do business in Florida, hereinafter called Grantor, and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416, hereinafter called Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration to it paid by the Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim unto the said Grantee the following described real estate, situated in Collier County, Florida, to-wit:

The West 120.00 feet of that portion of Section 23, Township 48 South, Range 25 East in Collier County, Florida bounded Northerly by the South line of Piper Boulevard as shown on the plat of Unit No. 1, Palm River Estates recorded in Plat Book 3, Page 90, of the Public Records of said Collier County, bounded Westerly by the West line of said Unit No. 1, Palm River Estates and bounded Southerly by the North line of the South 100.00 feet of said Section; containing 0.15 acre, more or less.

The intent of this deed is to serve as a corrective instrument for that Quitclaim Deed executed by Grantor on October 22, 1992, conveying fee simple title to the Grantee.

The South Florida Water Management District has decided to accept the subject property based on the performance of a Phase II environmental audit, the results of which indicate that there are no hazardous substances on the property.

This is a deed of gift.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest and claim whatsoever of the said Grantor either at law or in equity, to the only proper use, benefit and behoof of said Grantee.

Signed, sealed and delivered in the presence of:

PALM RIVER ESTATES, INC.

Tamara L. Litchfield
Witness: TAMARA LITCHFIELD

BY James Jelenik
James Jelenik, President

Dianora S. Taylor
Witness: DIANORA S. TAYLOR

Mailing address:

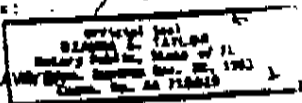
STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 14 day of JUNE, 1993, James Jelenik, President, of Palm River Estates, Inc., an Ohio corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me, and no oath was taken.

NOTARY SEAL

Dianora S. Taylor
NOTARY PUBLIC, State of Florida
NAME: DIANORA S. TAYLOR
Commission expires:

THIS INSTRUMENT PREPARED BY WILLIAM H. GRACEY, LAWYER
POST OFFICE BOX 1796, NAPLES, FLORIDA 33809



Notary Public
Dianora S. Taylor
Collier County, Florida
 Dwight L. Spruce, Clerk

COLLIER COUNTY

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QUITCLAIM DEED

THIS INSTRUMENT, made this 4th day of JUNE, 1993, between PALM RIVER ESTATES, INC., an Ohio corporation authorized to do business in Florida, hereinafter called Grantor, and COLLIER COUNTY, a political subdivision, of the State of Florida, whose mailing address is 3301 Tamiami Trail E., Naples, FL 33962, hereinafter called Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration to it paid by the Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim unto the said Grantee the following described real estate, situated in Collier County, Florida, to-wit:

The South 100 feet of Section 21, Township 48 South, Range 25 East; containing 12.17 acres, more or less.

The intent of this deed is to convey fee simple title to the Grantee.

This is a deed of gift.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all of the estate, right, title, interest and claim whatsoever of the said Grantor either at law or in equity, to the only proper use, benefit and behoof of said Grantee.

Signed, sealed and delivered in the presence of:

PALM RIVER ESTATES, INC.

Witness: Jean M'Guire
JEAN MCGUIRE

BY James Jelinek, President
James Jelinek, President

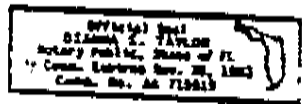
Witness: Dianna Taylor
DIANNA TAYLOR

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 4th day of JUNE, 1993, by JAMES JELINEK, President of Palm River Estates, Inc., an Ohio corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me or who has furnished as identification, and who did/ y did not take an oath.



Dianna S. Taylor
NOTARY PUBLIC
NAME: DIANNA S. TAYLOR
Commission expires:



Board of County Commissioners, Collier County, a political subdivision of the State of Florida

BY Frank A. Carter
Chairman
APPROVED BY Dwight E. Brock
Clerk

Approved as to form & legal sufficiency
Thomas C. Palmer
Assistant County Attorney

Received \$ 70 Documentary Stamp Tax
Received \$ 0.00 Class 20 Intangible
ATA Personal Franchise Tax
DWIGHT E. BROCK, CLERK OF CIRCUIT COURT
BY [Signature]

THIS INSTRUMENT PREPARED BY WILLIAM H. GRACEY, LAWYER
POST OFFICE BOX 1784, NAPLES, FLORIDA 33959

Recorded and certified to official records of COLLIER COUNTY, FLORIDA
DWIGHT E. BROCK, CLERK

Return to (Real Property Dept) 444

3-705
COLLIER COUNTY

JUL -9 PM 2:02

RECORDED

1843
OR BOOK

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PAGE

Return to: BB/mvv
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680
Attention: Barbara Bernstein
Real Estate Division

REC 500
RM 100
XOC _____
NT _____
ND _____

CORRECTIVE DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that PALM RIVER ESTATES, INC., an Ohio corporation, authorized to do business in the State of Florida, does hereby give notice by this corrective disclaimer for that Disclaimer executed by Palm River Estates, Inc., on October 22, 1992, that it disclaims all right, title and interest which it may have in and to the following described land situate in Collier County, Florida, to wit:

Parcel No. 1

The West 190.00 feet of Piper Boulevard as shown on plat of Unit No. 1, Palm River Estates in Collier County, Florida recorded in Plat Book 3, Page 90, of the Public Records of said Collier County, Florida.

Containing 0.26 acre more or less.

Parcel No. 2

The South 100.00 feet of the West 120.00 feet of that portion of Section 23, Township 48 South, Range 25 East in Collier County, Florida, lying Easterly of the Southerly prolongation of the Westerly line of Unit No. 1, Palm River Estates, according to the plat thereof recorded in Plat Book 3, Page 90, of the Public Records of said Collier County, Florida.

Containing 0.28 acre, more or less.

IN WITNESS WHEREOF, PALM RIVER ESTATES, INC., has caused these presents to be executed this 14 day of JUNE, 1993, at Seville, Collier County, FL

Witnesses to signature:
Tanaka W. Richards
Name: Tanaka W. Richards
Dianna Taylor
Name: DIANNA TAYLOR

PALM RIVER ESTATES INC.
BY: James Jelenik
James Jelenik, President

Mailing Address:

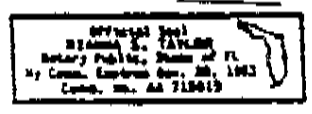
STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 14 day of JUNE, 1993, by James Jelenik, President, of Palm River Estates, Inc., an Ohio corporation authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me, and no oath was taken.

Dianna Taylor
NOTARY PUBLIC, State of FLORIDA
NAME: DIANNA S TAYLOR

My Commission Expires:

NOTARY SEAL



THIS INSTRUMENT PREPARED BY WILLIAM H. GRACEY, LAWYER.
POST OFFICE BOX 1796, NAPLES, FLORIDA 33909

Recorded and Certified
in Official Records of
Collier County, Florida
WIGHT L. BROOK, CLERK

Re: DAVID L WOLFE
PG BOX 112860
NAPLES FL 34108 0148

NOTICE OF PRESERVATION OF COVENANTS
OF
PALM RIVER ESTATES UNIT NO. 7

TO WHOM IT MAY CONCERN:

Pursuant to Florida Statutes §7123.05, et. seq., notice is herewith given that:

1. At a duly called and held meeting of the Board of Directors of RIVER OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation (hereinafter called the "Homeowners Association"), held on February 15, 2007, at which meeting all of the Directors were present and acting, and which meeting was duly noticed to each and every member of the Homeowners Association at least seven (7) days prior to such meeting, and which notice to members contained the statement of marketable title action as set forth in the attached Affidavit, the following Resolution was adopted by the unanimous vote of all of the Directors of the Homeowners Association, to-wit:

"RESOLVED, that each and all of those certain covenants, conditions, restrictions, easements and reservations set forth and recorded in that certain Amended Declaration of Protective Covenants, Conditions and Restrictions of Palm River Estates Unit No. 7, also known as River Oaks Subdivision, originally dated May 24, 1978, and recorded in O.R. Book 753, Page 492; and as amended and restated in their entirety by instrument dated July 26, 1978, and recorded in O.R. Book 772, Page 1546, thru 1553; and, as modified and amended by that certain CERTIFICATE OF MODIFICATIONS, recorded in O.R. Book 1012, Page 1721, all in the Public Records of Collier County, Florida (the "Recorded Documents") be and hereby are confirmed, protected from extinguishment from the marketable record title act, and each and every said covenant, conditions and restrictions, easements and reservation be and hereby is continued, extended, and preserved for a period of thirty (30) from and after their date of (their otherwise impending current expiration under the marketable record title act) of May 24, 2008."

2. The name of the Homeowners Association preserving the covenants and restrictions herein is RIVER OAKS HOMEOWNERS ASSOCIATION, INC.; and the name and particular

post office address of the Homeowners Association is as follows: RIVER OAKS HOMEOWNERS ASSOCIATION, INC., 165 Sharwood Drive, Naples, Florida 34110; and, P.O. Box 111333, Naples, Florida 34108.

3. The Affidavit and STATEMENT OF MARKETABLE TITLE ACTION, attached hereto is incorporated herein by this reference.

4. The full and complete description of all land affected by this Notice is set forth and described in particular terms, and is the same as that contained in that certain Exhibit A, to the AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF PALM RIVER ESTATES UNIT NO. 7, ALSO KNOWN AS RIVER OAKS SUBDIVISION, as recorded in O.R. Book 772, Page 1548, which incorporated herein by this reference.

5. The covenants and restrictions which are preserved by this notice are the same and are as set forth in the Recorded Documents referenced in the herein above set forth Resolution of the Board of Directors of the Homeowners Association.

IN WITNESS WHEREOF, this Notice is executed by the President, who is also a Director of the Homeowners association, and attested by the Secretary thereof, on the

24th day of May, 2007.

RIVER OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation,

By, [Signature]
David Alger, President and a Director

ATTEST:

corporate seal)

[Signature]
Laren Sweatlock, Secretary

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged be for me on the 24th day of

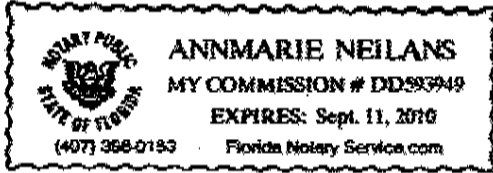
May

, 2007, by DAVID ALGER, as President of RIVER OAKS

HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, and who is personally known to

me, or who produced driver's license as identification.

Notary Seal)



AnnMarie Neilans

Signature of Notary Public

Print Name: AnnMarie Neilans

My commission expires: 9/11/10

THIS INSTRUMENT PREPARED, WITHOUT OPINION OR TITLE EXAMINATION, BY:

David L. Wolfe, Esq.

Florida Bar No. 0746266

8000 Spanish Wells Blvd., Suite 220

Jonita Springs, Florida 34135

Telephone No. (239)948-0844.

Exhibit A

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Collier

Karen Sweetlock, herein called "Affiant", being first duly sworn, upon oath, deposes and states as follows:

1. That he/she is a duly elected and acting member of the Board of Directors of RIVER OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation (herein called the "Homeowners Association");

2. That the Board of Directors of the Homeowners Association caused a statement in substantially the following form to be mailed or had delivered to the members of the Homeowners Association:

"STATEMENT OF MARKETABLE TITLE ACTION

The RIVER OAKS HOMEOWNERS ASSOCIATION, INC. (the "Association") has taken action to ensure that the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF PALM RIVER ESTATES UNIT NO. 7, recorded in Official Records Book 1012, page 1721, of the Public Records of Collier County, Florida, as has been amended and as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of collier County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."

3. Further Affiant sayeth not.

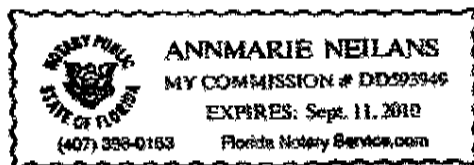
Karen Sweetlock
Print Name: KAREN A SWEETLOCK
A Director of the Association

Subscribed and sworn to before me the 25 day of May

2007, by Karen Sweetlock, who is personally known to me, or who

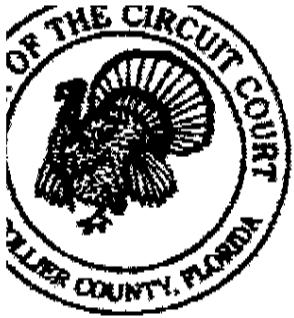
produced driver's license as identification.

Notary Seal)



Ann Marie Neilans
Notary Public
Print Name: Ann Marie Neilans

01.1



County of Collier
CLERK OF THE CIRCUIT COURT

COLLIER COUNTY COURTHOUSE
3301 TAMiami TRAIL EAST
P.O. BOX 413044
NAPLES, FLORIDA 34101-3044

Wright E. Brock
Clerk

ORIGINAL

OFFICIAL RECEIPT
When Validated

RECEIVED
OFFICE OF THE CLERK
COLLIER COUNTY, FLORIDA
FEB 14 2008 1:42 PM

STELLA R
DEPUTY CLERK

REIPT: 5209478

E : DAVID A WOLFE
OR: DAVID A WOLFE
NC: SR: 1 DOCUMENTS

TYP FILE ID BOOK PAGE
OL 4043836 4255 0367

DESCRIPTION	AMOUNT
RECORDING OF LEGAL INSTRUMENT	17
P.R.M.T.F. RECORDING FEE	2
STATE CLERK OF COURTS TRUST F INDEXING	16
DOCUMENTARY STAMPS - 70	
DOCUMENTARY STAMPS - 35	
INTANGIBLE TAX SALES COPIES	
MISCELLANEOUS FEES	
INTANGIBLE PENALTY	

T: RECORDING

TOTAL DUE: 35