

B. Riverwood Development, Inc., a Florida corporation, assigned any and all rights as the original declarant under the Declaration to Declarant by virtue of that certain Assignment of Declarant's Rights recorded in Official Records Book 1662, Page 1610, of the Public Records of Charlotte County, Florida.

C. Declarant desires to change, amend and modify the Declaration in the manner hereinafter set forth and pursuant to, and in accordance with, Section 19.2 of the Declaration, Declarant has the right to change, amend and modify the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, Declarant hereby changes, amends and modifies the Declaration as specifically set forth below:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Defined Terms.** Capitalized terms used in this Third Amendment as defined terms and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.
3. **Construction and Modification Review Process.** Article XIII of the Declaration is hereby amended, with additions reflected as **underlined** and deletions shown as ~~stricken~~, as follows:

ARTICLE XIII

~~ARCHITECTURAL STANDARDS~~

CONSTRUCTION and MODIFICATION REVIEW PROCESS

All property which is now or may hereafter be subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article, the Environmental Preservation Guidelines and such standards, **including Design Standards and Guidelines for each Neighborhood,** as may be promulgated by the Board, the New Construction Committee or the Modification Committee. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in sections 1 and 2 of this Article. This Article may not be amended without the Declarant's written consent in its sole and absolute discretion so long as the Declarant owns any land subject to this Declaration or subject to annexation under this Declaration.

No construction, which term shall include within its definition clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article **and Article XIV,** until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of an application for approval hereunder, which fees, if established,

shall be paid in full prior to review or any application hereunder. Notwithstanding the foregoing, the Declarant, in its discretion, may establish preliminary procedures for architectural review whereby an Owner or an Owner's agent may meet with the New Construction Committee or the Modifications Committee for the purpose of exhibiting to such body preliminary concepts or drawing for the contemplated construction and in order to assist such Owner or Owner's agent in formulating a design which will comport with the architectural standards of the appropriate committee. Such discussions shall not be binding on either committee.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications submitted to the NCC and in accordance with the Design Standards and Guidelines and Supplemental Declarations for each Neighborhood or Properties.

Section 13.1 New Construction Committee. The New Construction Committee or NCC shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until all of the property described on Exhibit "A" and "B" has been developed and conveyed to purchasers (other than Merchant Builders) in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5) persons, none of whom shall be required to be residents of Riverwood and who shall serve terms subject to the sole discretion of Declarant. **When builders' plans, other than the Declarant's, are being reviewed, the NCC will invite one member of that Neighborhood Association Board (or Neighborhood Committee if a Neighborhood Association Board does not exist) to be present during the review process.** The authority of the NCC is derived from the Declarant and not the Association. Therefore, the NCC has no fiduciary duty to the Association or its members. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

The NCC shall prepare and promulgate design and development guidelines and application and review procedures. Copies shall be available from the New Construction Committee for review by Owners, Merchant Builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such parties shall conduct their operations in accordance therewith. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend them subject to Board approval. In the event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information it may require, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

Section 13.2 Modifications Committees. The Board of Directors may establish the following Modifications Committees (sometimes collectively or

individually referred to as MC as the context indicates): (a) Residential Modification committee, (b) Commercial Property Modifications Committee, and (c) Recreational Property Modification Committee, who shall only have jurisdiction over modifications, additions or alterations to previously improved Lots, commercial Property and Recreational Property, respectively. Each MC shall consist of at least three (3) persons, ~~but no more than five (5) persons~~, a majority of whom shall be owners of the type of Private Property over which that MC has jurisdiction, and a minority of whom shall not be required to be residents of Riverwood or an Owner. ~~All MC members shall serve terms of one (1) year from the date of appointment.~~ **The term of the Modifications Committee resident member shall be two years and terms shall be staggered to prevent the complete turnover of resident members in any one year.** Members of the MC who are not Members of the Association may include architects or similar professionals. The Board of Directors shall appoint members to Modifications Committees.

The Residential Modifications Committee may delegate its authority to any appropriate board or committee of any Neighborhood Association **or groups of Neighborhood Associations** subsequently created or subsequently subjected to this Declaration so long as the Residential Modifications Committee has determined that such board or committee has in force review and enforcement practices, procedures and appropriate written guidelines and procedures at least equal to those of the Residential Modifications Committee. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

Notwithstanding anything to the contrary, Neighborhood Associations shall have the right to propose changes to their Neighborhood Design Standards and Guidelines and/or the Supplemental Declaration enacting the Design Standards and Guidelines. Any such proposed changes are subject to the approval of the Modification Committee and the Declarant so long as Declarant owns any land subject to this Declaration in the Neighborhood, with such approval not being unreasonably withheld. In the event the Modification Committee denies approval of the changes proposed by the Neighborhood Association, the Neighborhood Association shall have the right to appeal this decision to the Board of Directors of the Riverwood Community Association in the manner set forth in Section 13.8 entitled Right of Appeal. The Neighborhood Association shall have no right to appeal the denial of the Declarant, unless the claim is that the Declarant unreasonably withheld approval.

The Modifications Committees shall promulgate standards and procedures governing their areas of responsibility and practice, subject to the approval of the Board of Directors and consistent with those of the NCC. In any event of any conflict, the ruling of the NCC shall be controlling. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications additions, or alterations, shall be submitted to the appropriate MC for approval as to quality of workmanship and design and as to harmony of external design with existing

structures, location in relation to surrounding structures; topography, and finish grade elevation. ~~Nothing contained herein shall be construed to limit the right of an Owner to remodel or paint the interior of his Private Property; provided, modification or alterations to the interior of screened porches, patios and similar portions of Private Property visible from outside the Private Property shall be subject to approval hereunder.~~

In the event that applicable MC fails to approve or to disapprove such plans or to request additional information required within forty-five (45) days after submission, the plans shall be deemed approved.

Nothing contained herein shall be construed to limit the right of an Owner to remodel or paint the interior of his Private Property or to prohibit the right of an Owner to perform items as set forth in Section 14.23 entitled Maintenance Items.

Section 13.3 No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the NCC or MC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

Section 13.4 Variance. The NCC and MC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate **and after all Owners within 50 feet of the affected Lot have been notified in writing of the details of the request for a variance and these Owners comments, if any, have been considered by the Committee.** No variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 13.5 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC may be excluded by the board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

Section 13.6 Right to Inspect. **During the construction process** there is specifically reserved unto the NCC ~~and MC~~ the right of entry and inspection upon any Private Property for the purpose of determination by the NCC ~~or MC~~ whether there exists any construction or any improvements which violate the terms of any approval by the NCC ~~or MC~~ or the terms of which Declaration or of

any other covenant, conditions and restrictions to which its deed or other instrument of conveyance or plat makes reference.

In regard to the MC, there is specifically reserved the right of inspection upon any Private Property, other than that owned by the Declarant, for the purpose of determination by the MC whether or not there are proposed or existing modifications which violate the terms of any approval by the MC or the terms of this Declaration or of any other covenant, conditions or restrictions to which its deed or other instrument of conveyance or Plat make reference. Prior to such an inspection, the MC shall notify the Owner of the Private Property or Owner's designated representative as to the reason for the inspection and to schedule a mutually agreeable date and time for the inspection to take place. Notification to the Owner or Owner's designated representative shall be in writing, and an affidavit of the person mailing or hand delivering the aforesaid notice stating that it was properly mailed or delivered shall be conclusive evidence of the proper notification. The Owner or Owner's designated representative may accompany the inspection of the Private Property if they so desire.

The NCC and MC are specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's fees in connection therewith and the same shall be assessable and collectible in the same manner as any assessment provided for herein. The Association shall indemnify and hold harmless the NCC and MC from all costs, expenses, and liabilities, including attorney's fees, incurred by virtue of any service by a member of the NCC or MC as a member of the NCC or MC.

Section 13.7 Rights of Golf Club Owner. The Golf Club Owner shall be given Notice of all meetings of the NCC and the MC wherein the improvement under consideration (or any portion thereof) is contiguous to the Golf Club. If in the reasonable opinion of the Golf Club Owner the construction or modification being reviewed has a material adverse impact on the Golf Course whether by restriction of view, hazards to person or otherwise, the, in that event, the Golf club Owner may disapprove the proposed construction irrespective of the approval of same by the NCC or the MC and the Owner shall resubmit to the NCC or the MC the proposed construction or modification so as to take into account the objection of the Golf Club Owner which shall be given in writing to the Owner by the NCC or the MC.

Section 13.8 Right of Appeal. Owners shall have the right to appeal the decisions of the NCC or MC directly to the Board of Directors. A request of appeal must be in writing and be submitted to the Association and applicable Committee within 10 days of the decision of the Committee. The Board must consider any appeal in a hearing with the Owner. Such hearing shall be held within thirty (30) days of receipt of request of appeal. No Committee decision will become effective until after a requested appeal

hearing and decision by the Association has been made. The decision of the Association does not estop the Committee or Association from withholding or consenting to any similar appeal submitted for approval or consent.

4. **Construction and Modification Review Process.** Section 14.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

ARTICLE XIV

USE RESTRICTIONS

Section 14.1 Parking and Vehicular Restrictions.

Section 14.1.1 Permitted Parking. Parking in the properties shall be restricted to private automobiles, and passenger-type vans, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designated for such purpose. This restriction is designed to prohibit parking of "Commercial Vehicles" (as defined below) on Private Property unless fully enclosed in a closed garage.

Section 14.1.2 Commercial Vehicles. "Commercial Vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of a commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a Commercial Vehicle.

Section 14.1.3 Repairs. No owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times or in a portion of the Commercial Properties or Recreational Properties designated for such purpose, such as by way of example and not limitation, a maintenance yard at the Golf Course or service station constructed on the Commercial Property.

Section 14.1.4 General Parking Restrictions. Parking on lawns or vacant lots is not permitted and parking on streets between 2:00 a.m. and 6:00 a.m. is not permitted unless approved by (a) the Board of Directors or (b) the governmental authority having jurisdiction over the right-of-way. No Owner shall keep any vehicle on the Common Areas as such an action shall be considered a nuisance by the Board.

Section 14.1.5 Parking Lots. Overnight parking (2:00 a.m. through 6:00 a.m.) is not permitted in the Activity Center parking lot or in any other residential parking lot, unless a Neighborhood Association approves parking in a parking lot or in parking spaces within its boundaries. Restricted Vehicles, other than Commercial Vehicles, are not permitted to park in the Activity Center parking lot or any other residential parking lot.

Section 14.1.6 Parking of Restricted Vehicles.

Section 14.1.6.1 **Restricted Vehicles Defined.** The following are defined as "Restricted Vehicles:" Commercial Vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, non-passenger type vans, boats, and boat trailers. The prohibition on parking of Restricted Vehicles contained in this section shall not apply to temporary parking of Commercial Vehicles such as for construction use or providing pick-up and delivery and other commercial services nor to any vehicles of the Declarant, the Recreational or Commercial Properties. More lenient parking restrictions may be permitted for Commercial Property or Recreational Property if specifically designated in a Supplement. Restricted Vehicles shall not be permitted to be parked or stored at any place within the Properties, except in spaces, if any, specifically designated by the Declarant or the Association, or in fully enclosed garages. At no time are restricted vehicles permitted to park on the street, vacant lots, or parking lots, except for Commercial Vehicles as described above. Restricted Vehicles are prohibited from parking in the driveway of a residence unless the Owner of that Lot complies with the Temporary Driveway Parking of Restricted Vehicles Procedure set forth in Section 14.1.6.2 below.

Section 14.1.6.2 **Temporary Driveway Parking of Restricted Vehicles Procedure.** Restricted Vehicles are normally prohibited from parking in driveways. Short term driveway parking will, however, be permitted as follows:

A Restricted Vehicle is permitted to park in a driveway for a maximum of one hour no more than twice in a calendar day, or for overnight (6:00 p.m. – 9:00 a.m.) loading or unloading prior to or following an extended trip. In the instance of overnight loading or unloading, the Owner shall notify Riverwood security in advance. At any time a Restricted Vehicle is parked in a driveway in violation of these rules, Riverwood security personnel may notify the Owner that he/she has one hour to remove the vehicle. Notification may be made by phone or in person by Riverwood security personnel. In all cases, the first attempt at notification by Riverwood security personnel shall be the start of the one hour period for removal of the restricted vehicle.

5. **Pets.** Section 14.3 of the Declaration is hereby amended, with additions reflected as **underlined** and deletions shown as ~~stricken~~, as follows:

Section 14.3 **Animals and Pets.** No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common adult household pets may be permitted in a Lot and pet shops or similar business establishments operated within the Commercial Properties. All pets shall be controlled by their Owner at all times. Those pets which, in the sole discretion of the Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request. No pets shall be kept, bred, or maintained on any Lots for commercial purposes. Household pets shall at all times whenever they are outside a Lot be confined on a leash held by a responsible person. Pets shall

only be permitted on the Common Areas in such portions thereof as are so designated by the Association. All persons bringing a pet onto the Common Areas **and all vacant Lots** shall be responsible for removing any solid waste of the pet.

6. **Outside Installation.** Section 14.8 of the Declaration is deleted in its entirety and replaced with the following:

Section 14.8 Outside Installations. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of radio or other signals other than television shall be placed, allowed, or maintained upon the exterior Lot or Common Area, unless the same is approved by NCC. A Property Owner may install an antennae or a satellite dish that is used to receive direct broadcast satellite service or television broadcast signals so long as such antennae or satellite dish is one meter or less in diameter and is not installed in a location that is visible from the street. Notwithstanding the above, the Property Owner may install an antennae or satellite dish which is visible from the street if alternative installation locations preclude reception or transmission of an acceptable quality signal or if the alternative location unreasonably delays or prevents the installation, maintenance, or use (or unreasonably increases the cost of installation, maintenance, or use). The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized and require any such exterior apparatus. No radio station or shortwave operations of any kind shall operate from any Lot or Common Areas, except for communication equipment utilized by the Association, Recreational and Commercial properties.

7. **Various Restrictions.** Sections 14.19 through 14.24.7, inclusive, of the Declaration are hereby amended, with additions reflected as **underlined** and deletions shown as ~~stricken~~, as follows:

Section 14.19 Leasing of Lots.

14.19.1 Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

14.19.2 Leasing Provisions.

14.19.2.1 General. Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The terms and restrictions on leasing for Lots within a Neighborhood shall be as described in the Supplemental Declaration for the Neighborhood or the Neighborhood Documents.

~~Section 14.20 Potable Water Restrictions. Owners shall not utilize potable water to clean Lots, driveways, parking areas, sidewalks or streets. Potable water shall only be used for irrigation purposes during the hours of 5:00 p.m. and 9:00 a.m.~~

Section 14.20 Landscaping. Installation and removal of landscaping shall be subject to the prior approval of the NCC or MC. No trees shall be removed except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons and such removal may be conditioned upon replacement of removed trees. **Notwithstanding the foregoing, the Owners of Private Property have the right to remove and replace flowers, shrubs, lawn and trees without prior approval, provided that the lawn replacement is of the same variety as permitted under the Neighborhood Design Standards and Guidelines and that the diameter of any tree being removed is less than four inches.**

Section 14.21 Septic Tanks. Septic tanks are not permitted on any portion of the property, except for sales centers, model homes and construction offices.

Section 14.22 Private Golf Carts. (Section 14.23 Private Golf Carts as amended in 1992 as Section 14.23). Except **as set forth below or** as specifically provided in a Supplemental Declaration, the use of private golf carts within the Properties **shall be permitted.** ~~is prohibited. Notwithstanding this restriction, the Golf Club Owner may, but shall not be required to, permit Owners in Neighborhoods designated by the Board of Directors, who are Golf Club members, to obtain trail privileges and utilize private golf carts on the Golf Course and to travel from their Lot to the Golf Course. In this event, t~~ **The Board** may impose reasonable liability insurance requirements on such Owners to protect the Association. Owners who have private golf cart privileges shall not operate the golf cart on sidewalks or on streets within Riverwood **where signs are posted by the Association or the CDD prohibiting their use,** ~~which have not been designated for golf cart traffic by the Association and the CDD.~~ All such carts shall be utilized only by licensed drivers and in compliance with the manufacturer's instructions and all rules and regulations promulgated by the Association and the Golf Club Owner. ~~Notwithstanding this general prohibition,~~ Owners of Commercial and Recreational Properties shall be permitted to use private golf carts for maintenance and operation of their Commercial or Recreational Property.

Any use of golf carts within the Properties shall be at the sole risk of the operator thereof and no action shall be made against the Association, the Declarant or the CDD in relation to personal injury or property damage resulting from such use, and each Owner who uses a private golf cart or permits the same to be used by his family, guests, invitees or agents agrees to indemnify the Association, Declarant and CDD from any claim, loss, damage, fee or costs resulting from use of the private golf cart by the Owner, his family, guests, invitees and agents. Use of golf carts on any streets within the Properties is further subject to compliance with Florida law and each Owner and user of a

private golf cart agrees to comply with any requirements of such law. An owner may have his or her privileges to operate a golf cart limited, suspended, or terminated by the Association for operating a golf cart in a reckless, dangerous or inappropriate matter.

Section 14.23 Maintenance Items. Owners of the Private Property have the right to perform or have others perform for him or her the items listed below. The performance of any or all of these items does not require the filing of any application nor the approval of any other party except for those that are required by various governmental agencies or in accordance with Article XIII.

Section 14.23.1 Replacement. The repair, replacement, or maintenance of the interior or exterior of the residence including such items as window panes, door frames, doors, fascia boards, gutters, lanai screens, or roof tiles provided that the repair, replacement or maintenance does not materially change the color or the appearance of the residences or other improvements.

Section 14.23.2 Re-Painting. The repainting of the exterior of the residence or other improvements provided that the colors used in the repainting are not materially different from the existing color.

Section 14.23.3 Water Usage. The washing, pressure or otherwise, of residences, roofs, driveways, automobiles and the watering of lawn, shrubs, trees and flowers provided that such actions are in accord with any governmental agencies having jurisdiction over water usage.

Section 14.23.4 Furnishings. The furnishing (excluding Window Coverings which are covered under Section 14.24.13), decorating and lighting of the interior of the residences including the screened porch and/or the lanai.

Section 14.24 Approval by NCC or MC. The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the NCC or MC in accordance with Article XIII. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with Article XIII.

Section 14.24.1 Signs. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the NCC **Association**, except as may be required by legal proceedings, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs (similar or otherwise). The NCC **Association** shall not grant permission to erect signs on any Lot after such lot is improved and sold by Declarant or a Merchant Builder unless the sign is reasonably necessary to avert serious hardship to the Owner. If permission is granted to any Owner to erect a sign within the Properties, the NCC **Association** reserves the

right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, flags, banners or similar items' advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

Section 14.24.2 Driveways, **Garage Doors**, Walkways and Mailboxes. All driveways, sidewalks and mailboxes shall be maintained in the style originally established or approved in accordance with Article XIII. With respect to driveway, culverts installed herein shall be of a type and quality approved by Declarant and the grade of same shall be set by Declarant.

Individual Neighborhood's Mailboxes shall be of the same design, color and installations for all homes as specified by the Neighborhood Design Standards and Guidelines or, if the absence of such, as promulgated by the residents of an individual Neighborhood.

Garage doors are to be kept in a closed position except when the garage is in use or for ingress and egress of vehicles.

Section 14.24.3 Pools. No above-ground pools shall be erected, constructed or installed on any Lot except that above-ground pools which are integrated within the construction of a building or decking around the building and above-ground spas or Jacuzzis, may be permitted if approved in accordance with Article XIII. **All pools, spas, or Jacuzzis within the Properties must comply with all applicable Florida and Local rules, laws, codes and regulations for safety and construction.**

Section 14.24.4 Wells and Drainage. No private water system or well shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant, the CDD or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself, the CDD and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow and Declarant, the CDD and the Association may require any Owner of Lot, Commercial or Recreational Property, or Neighborhood Association to treat any irrigation water which causes unsightly or unsanitary conditions.

Section 14.24.5 Air Conditioning Units. No window air conditioning units may be installed on any Lot, Commercial or Recreational Property, except as approved in accordance with Article XIII.

Section 14.24.6 Lighting. ~~Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XIII.~~ **Temporary holiday decorative colored lighting may be displayed on a house and/or on a Lot fifteen (15) days before and up to three days after a holiday. The exception to this is Christmas holiday lighting, which may be**

displayed from Thanksgiving until January 10th. Such lights do not require approval as in Article XIII. All other temporary lighting and all permanent landscape lights must be clear in color and require approval in accordance with Article XIII.

Section 14.24.7 Artificial Vegetation, Exterior and Similar Items. All artificial vegetation, exterior sculpture, fountains, Sculptures, **bird feeders, bird baths, bird houses,** flags and similar items **yard and exterior ornamentation** must be approved in accordance with Article XIII. **Nothing contained herein shall prohibit an Owner from displaying artificial vegetation, sculptures, fountains, potted plants, and similar items on the screened porch or lanai of the Owner's residence.**

8. **Storm Shutter Policy.** Section 14.24.11 of the Declaration is hereby amended to add the following:

Storm Shutters that are to be installed for an extended period of time, including all hardware, must meet the following criteria set forth below. All storm shutter installations first require written approval from the Riverwood Modification Committee, and are subject to the following: (1) roll down, accordion and storm panels are acceptable types of shutter for use in Riverwood; (2) all shutters/tracks must be painted to match the color of the surface to which they are attached; (3) storm panels must be painted to match the body or trim of the house, or be painted white. No mill finish storm panels will be approved; (4) all storm shutters must be installed by a licensed contractor with proper Charlotte County permitting.

9. **Play Equipment.** Section 14.24.12 of the Declaration is hereby amended, with additions reflected as **underlined** and deletions shown as ~~stricken~~, as follows:

Section 14.24.12 Play Equipment. All bicycles, tricycles, scooters, skateboards and other **moveable** play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops and backboards and similar sporting or playground equipment may be erected on Lots provided it is approved in accordance with Article XIII.

10. **Window Coverings.** Section 14.24.13 of the Declaration is deleted in its entirety and replaced with the following:

Section 14.24.13 Window Coverings. All window coverings on any structure which are visible from the street or dwellings on other Lots shall have a white or off-white backing, natural finishes such as wood, or blend with the exterior color of the dwellings unless first approved in accordance with Article XIII. Darkly tinted window glass, dark window film or highly reflective, mirror-like glass or film, stained glass windows, decorative colored window film or any similar material may be installed with approval in accordance with Article XIII.

However nothing contained herein shall prohibit the installation of clear or lightly tinted window film used primarily for protection against flying glass. Awnings, canopies or shutters may only be permanently installed on the exterior of any building with approval in accordance with Article XIII.

11. **American Flag.** A new Section 14.24.14 is hereby added to Article XIV of the Declaration and reads as follows:

Section 14.24.14 Displaying the American Flag. Nothing contained herein shall prevent an Owner from displaying the American Flag on his property subject to the following rules and regulations: (1) no more than three flags may be displayed at any given time; (2) the flagstaff may be mounted on the front and/or the rear of the residence by means of wall brackets or be free standing; (3) permanent flagpoles are not permitted; (4) the size of any flag shall not exceed four feet by six feet; (5) the flag must be portable or removable; and (6) the flag must be displayed in a respectful manner and in accordance with established codes.

12. **Declaration Unmodified.** It is the express intention of the parties hereto that, except as changed, amended, and modified by this Third Amendment, each and every one of the terms and provisions of the Declaration shall remain in full force and effect as originally written. Accordingly, nothing contained in this Third Amendment shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect, of those terms and provisions of the Declaration which were not expressly and specifically changed, amended and modified hereby.

13. **Conflict.** In the event of any inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Declaration, the terms and provisions of this Third Amendment shall control. From and after the recording of this Third Amendment, all references to the Declaration shall refer to the Declaration as modified and amended by this Third Amendment.

14. **Successors and Assigns.** This Third Amendment shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, this Third Amendment has been executed by the parties hereto in the manner and form sufficient to bind them as of the date first above stated.

Signed, Sealed and Delivered in the Presence of:

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION, a Nevada corporation, managing general partner

Debra Hartmann
Signature

Debra HARTMAN
Print Name

[Signature]
Signature

KENNETH G. KRUEA
Print Name

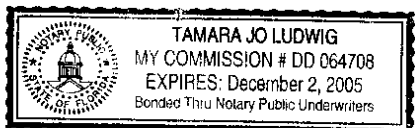
[Signature]

By: Timothy Ruemler
Division President
Naples-Fort Myers Division

STATE OF FLORIDA)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 7 day of October, 2003 by **Timothy Ruemler**, as Division President, Naples-Fort Myers Division, of **CENTEX REAL ESTATE CORPORATION**, Managing General Partner of **CENTEX HOMES**, a Nevada general partnership, for and on behalf of the corporation and general partnership. He [] is personally known to me or [] has produced _____ as identification.

Tamara J. Ludwig
Signature of Notary



Tamara J. Ludwig
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

JOINDER OF ASSOCIATION

The Riverwood Community Association, Inc. joins in and consents to the foregoing Third Amendment.

Signed, Sealed and Delivered
in the Presence of:

**RIVERWOOD COMMUNITY ASSOCIATION,
INC.**, a Florida not-for-profit corporation

Debra Hartmann

Signature

Debra Hartmann

Print Name

Kenneth G. Krueza

Signature

KENNETH G. KRUEZA

Print Name

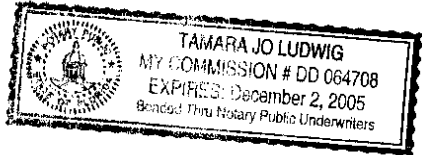
By: Daniel Halloran

Name: DANIEL T. HALLORAN

Its: PRESIDENT

STATE OF FLORIDA)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 7 day of October, 2003, by Daniel Halloran as President, of **RIVERWOOD COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, for and on behalf of the corporation. He/she [] is personally known to me or [] has produced _____ as identification.



Tamara J. Ludwig
Signature of Notary

Tamara J. Ludwig
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____