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 MARSHA EWING  
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Record and Return to:  
 Jane L. Cornett  
 Cornett, Googe & Associates, P.A.  
 P.O. Box 66  
 Stuart, FL 34995

-----THIS SPACE FOR RECORDER'S USE-----

**CERTIFICATE OF AMENDMENT  
 TO THE AMENDED AND RESTATED  
 RESTRICTIVE COVENANTS  
 FOR  
 NORTH RIVER SHORES, Sections 1, 2, 3A, 3B, 4, 5A and 6,  
 NORTH RIVER FOREST AND COCOANUT PARK, Section 1**

The Amended and Restated Restrictive Covenants for North River Shores, Sections 1, 2, 3A, 3B, 4, 5A and 6, North River Forest and Cocconut Park, Section 1 have been recorded in the public records of Martin County at OR Book 1422, Page 155 et. seq., and amended at OR Book 1480, Page 1540 et. seq. Those Amended and Restated Restrictive Covenants are hereby amended as approved by its members at the annual meeting held on November 15, 2007.

1. Paragraphs 3, 5, 18 and 19 are hereby amended as follows:
3. No wire and/or chain link fences shall be erected.

For non-waterfront properties, the following rules apply in the setback area:

- From the front line of the main dwelling to the rear of the property, fences and hedges up to 6 feet in height are acceptable;
- Elsewhere the height limit for fences and hedges is 4 feet.

For waterfront properties, the following rules apply in the setback area:

- No improvements (fences, sheds, anything that would unreasonably obstruct a neighbor's view of the water) are permitted in the waterfront setback area.
- Beyond the line of the main dwelling toward the water, hedges cannot exceed 4 feet in height.

5. The Association expressly reserves the right to release by sealed instrument any of the covenants, restriction or limitations herein contained in respect to any one or more of the lots or parcels of land within said subdivision, providing the owners of 15 out of 20 lots within the proximate vicinity of the lot in question agree in writing that such release be made. The "20 lots within the proximate vicinity" shall be member-owned lots determined by the Association based on the location of the lot in question and may include, but not be limited to, lots immediately

adjacent to the lot in question and lots across the street and/or across the canal. The Association may, if it so desires, refuse to grant such release, if in its judgment it is not desirable for the property. The Association's refusal shall be final. The release of such restrictions, covenants and limitations in respect to one or more of said parcels shall not be effective to release, alter or modify the restrictions, covenants and limitations imposed on other lots in this or any other block.

18. Violation or breach of any condition, covenant or restriction herein contained shall give the Association or any owner a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them. The expense of such litigation, which shall include reasonable attorney's fees and court costs incurred by the Association or any owner in seeking such enforcement, shall be borne by the property owner found to have been in violation of the covenants or restrictions. No failure or omission to bring such suit or take such other proceedings as may be deemed necessary shall be held to be a waiver of any right in the Association or in any lot owner to enforce compliance with the conditions, covenants or restrictions.
19. These restrictions will become effective upon recording in the public records, and may be amended or repealed by an affirmative vote of two-thirds (2/3) of the ballots cast by Association members at a meeting requiring a "super quorum" called for the purpose of altering, amending or repealing said restrictions, providing all other meeting requirements are met insofar as quorum, notification, etc.

(All other provisions are unchanged)

2. The foregoing amendments to the Amended and Restated Restrictive Covenants for North River Shores were adopted by the members by a vote sufficient for approval.

3. All provisions of the Amended and Restated Restrictive Covenants are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, North River Shores Property Owners Association, Inc., has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 9 day of January, 2008.

Signed, sealed and delivered

North River Shores Property Owners Association, Inc.

WITNESSES:

Linda G. Dueben  
Witness #1 Signature

By: Mary Lou Tudor  
Mary Lou Tudor, President

Linda G. Dueben  
Witness #1 Printed Name

Charissa K. Roan  
Witness #2 Signature

CHARISSA K ROAN  
Witness #2 Printed Name

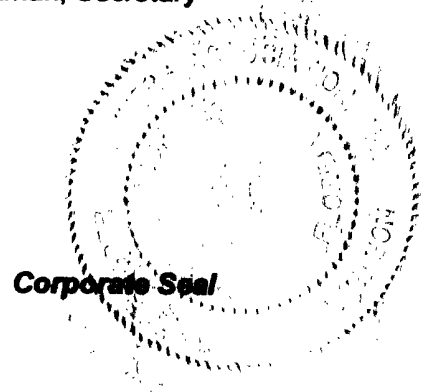
By: Patricia S. Littman  
Patricia S. Littman, Secretary

Linda G. Dueben  
Witness #1 Signature

Linda G. Dueben  
Witness #1 Printed Name

Charissa K. Roan  
Witness #2 Signature

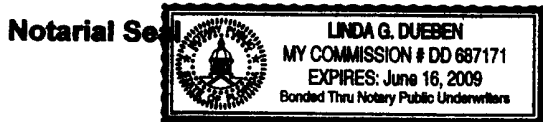
CHARISSA K ROAN  
Witness #2 Printed Name



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 9<sup>th</sup> of JANUARY, 2008 by Mary Lou Tudor, as President of North River Shores Property Owners Association, Inc. [ ] who is personally known to me, or [  ] who produced identification [Type of Identification: FLDL].

Linda G. Dueben  
Notary Public  
Printed Name:



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 9 of January,  
2008 by Patricia S. Littman, as Secretary of North River Shores Property Owners Association,  
Inc. [ ] who is personally known to me, or [X] who produced identification [Type of  
Identification: FL Drivers License].

Linda G. Dueben  
Notary Public  
Printed Name:

Notarial Seal



**CERTIFICATE**

North River Shores Property Owners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to paragraphs 3, 5, 18 and 19 of the Amended and Restated Restrictive Covenants, were duly and regularly adopted and passed by the members at the annual meeting of held on November 15, 2007.

**WITNESSES:**

Linda G. Dueben  
Witness #1 Signature

Linda G. Dueben  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

CHARISSA R. ROAN  
Witness #2 Printed Name

Linda G. Dueben  
Witness #1 Signature

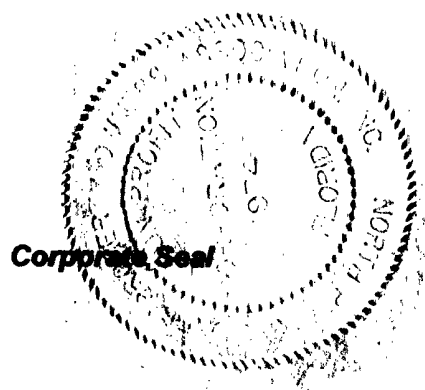
Linda G. Dueben  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

CHARISSA R. ROAN  
Witness #2 Printed Name

By: [Signature]  
Mary Lou Tudor, President

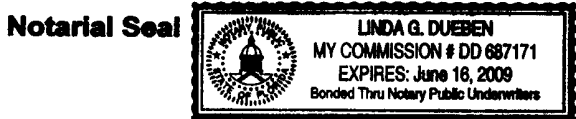
By: [Signature]  
Patricia S. Littman, Secretary



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 9 of January, 2008 by Mary Lou Tudor, as President of North River Shores Property Owners Association, Inc. [ ] who is personally known to me, or [x] who produced identification [Type of Identification: FL Drivers License].

Linda G. Dueben  
Notary Public  
Printed Name:



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 9 of January, 2008 by Patricia S. Littman, as Secretary of North River Shores Property Owners Association, Inc. [ ] who is personally known to me, or [  ] who produced identification [Type of Identification: FL Drivers License].

Linda G. Dueben  
Notary Public  
Printed Name:

Notarial Seal

