

HOMEOWNER'S ASSOCIATION

BY LAWS

ISSUED
DECEMBER 1995

RIVER OAKS OF PALM
BEACH COUNTY HO ASSN
23317 S. W. 58TH AVE.
BOCA RATON, FL 33428
(407) 488-0029
att: Manuel Kasson, Esq.

DEC-27-1995 3:43pm 95-417207
ORB 9059 Pg 646

BYLAWS
OF
RIVER OAKS OF PALM BEACH COUNTY
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

General

1.1 These are the Bylaws of the River Oaks Of Palm Beach County Homeowners Association, Inc., called "Association" in these Bylaws, a corporation not-for-profit under the laws of the State of Florida. The Association has been organized for the purposes set forth in these Bylaws and in the Articles of Incorporation and relate to the subdivision of villa and townhouse residences located in Palm Beach County, Florida and known as RIVER OAKS and as more particularly described in the Declaration of Covenants and Restrictions of RIVER OAKS (hereafter referred to as the Covenants), which has been or shall be recorded in the Public Records of Palm Beach County, Florida.

1.2 The official office of the Association shall be at 23317 SW 58th Avenue, Boca Raton, Florida, 33428.

1.3 The fiscal year of the Association shall be the calendar year.

1.4 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not-for-profit", and the year of incorporation.

1.5 The term "Developer" means Gables of Boca Barwood, a Florida joint venture, its successors and assigns.

1.6 The term "Unit" shall encompass both improved and unimproved units within the RIVER OAKS and THE FALLS development area.

ARTICLE II

Membership

2.1 Membership in the Association is limited to owners of units within the referenced subdivision. Membership is automatically conferred upon acquisition of the fee simple interest to any unit therein. Membership is an incident of ownership and is not separately transferable.

Revised: February 1990

2.2 Membership in the Association shall be transferred as an appurtenance to the transfer of the fee simple interest in any unit and shall become effective upon the recording of the deed thereof in the Public Records of Palm Beach County, Florida.

2.3 The Association Secretary shall maintain a roster of the names and mailing addresses of unit owners, which shall likewise constitute the roster of members.

ARTICLE III

Meetings of Members: Quorums: Proxies

3.1 Meetings of Members All meetings of the Corporation shall be held at such time and place as shall be stated in the notice thereof.

A. Annual Meeting. The annual members' meetings shall be held at 8:00 pm on the first Thursday of February of each year for the purpose of electing directors and to transact any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Quarterly General Meetings. Quarterly meetings may be conducted by the Board of Directors on the last Thursday of each quarter to inform members of the general status of the Association. Members may raise any question deemed appropriate by any member. Action on any issue raised at the meeting must be taken at the next regular scheduled meeting of the Board of Directors.

C. Special Meetings. Special Meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary upon receipt of a written request from 20% of the members of the corporation owning a majority of the units within the development area. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

3.2 Proxies A vote may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at least 24 hours prior to the meeting. A proxy shall entitle the holder thereof to vote in the stead of the owner unless and until revoked in writing by the owner, such revocation to be lodged with the Secretary, or until the death or legal incompetance of the owner, or until the expiration of ninety (90) days following the date of the meeting for which the proxy was extended, whichever shall first occur.

3.3 Quorum A quorum at members' meetings shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership.

3.4 Voting Required to Make Decisions When a quorum is present at any meeting, the vote of a majority of the members present thereat, whether in person or by proxy, shall decide any question brought before the meeting, unless the Covenants or these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Covenants or by the Bylaws shall control over the statutory requirement.

3.5 Voting

A. In any meeting of members, the member-owners shall be entitled to one (1) vote for each unit owned.

B. If a unit is owned by more than one (1) person, co-partners or a corporation, there shall nevertheless be only one vote assigned to such parcel, and the vote of such unit shall be cast by the person designated in writing by all of the owners of said unit; and in the absence of such written designation, such vote shall not be counted.

3.6 Adjourned Meetings If the Annual Meeting or Special Meetings of the members cannot be organized because a quorum has not been achieved, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Notice Written notice of the annual meeting of members shall be sent by regular mail (certified mail to out-of-area members) to each member entitled to such notice at least fourteen (14) days prior to the meeting. Notice of every other meeting of the membership of the Association, distinguished from any meeting of the Board of Directors, stating the time, place and object of such meeting shall be served upon, or mailed to, each member entitled to vote at least fourteen (14) days before such meeting. Nothing herein is to be construed to prevent unit owners from waiving notice of meetings or acting by written agreement without meetings.

3.8 Order of Business Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in

conflict with these Bylaws or the Articles of Incorporation or the provisions of the Florida Statutes. The order of business at any annual members' meeting and, as far as practicable, at other members' meetings shall be as follows:

A. Call to Order by President
B. Roll Call and Certifying of Proxies, when applicable
C. Proof of Notice of Meeting or Waiver of Notice
D. Reading of Minutes of Prior Meeting
E. Officers' Reports
F. Committee Reports
G. Determination of Number of Directors, when applicable
H. Election of Directors, when applicable
I Unfinished Business
J. New Business
K. Adjournment

ARTICLE IV

DIRECTORS

4.1 The affairs of the Association shall be managed by a board of not less than five (5), nor more than eleven (11) directors. There shall always be an odd number of directors of the Association. Directors must be members of the Association, in good standing.

4.2 Election of Directors shall be conducted in the following manner:

A. Election of Directors shall be held at the annual members' meeting.

B. The Board of Directors must designate a nominating committee of not less than five (5) nor more than seven (7) members each; such designation shall be made not less than sixty (60) days prior to the annual election meeting. Provided, however, additional nominations from Unit owners shall be received from the floor prior to elections at the annual election meeting.

C. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast; each person voting shall be entitled to cast his vote for as many nominees as there are vacancies to be filled. There

shall be no cumulative voting.

D. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a vote of the remaining directors.

E. Any Director may be removed or recalled by concurrence of two-thirds (2/3) of the vote of the owners present at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by a vote of the members.

4.3 The members of the first Board of Directors are designated in the Articles of Incorporation. The Developer shall transfer control of the Association to the non-developer unit owners not later than the earlier of the following events:

A. 120 days after 75% of the units in the subdivision have been conveyed to non-developer owners; or

B. Three years following conveyance of the first unit to a non-developer owner.

4.4 The term of each Director's service, subject to the provisions of para. 4.2(E), shall extend until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.

4.5 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.6 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of such meetings must be published, in the newsletter and/or the bulletin board in the Clubhouse.

4.7 Special meetings of the Directors may be called by the President, and must be called by the Secretary upon the written direction of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director

personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except for emergencies.

4.8 Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.9 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or by these Bylaws.

4.10 If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present must adjourn the meeting to a new time and/or place. Notice of the new meeting date and/or place must be posted in a conspicuous place.

4.11 The presiding officer of Directors' meetings shall be the President. In the absence of the presiding officer, the Vice President shall preside.

4.12 The order of business at all Directors' meetings shall be:

A. Calling of roll
B. Proof of due notice of special meetings, as applicable
C. Reading and disposal of any unapproved minutes
D. Reports of officers and committees
E. Election of officers, as applicable
F. Unfinished business
G. New business
H. Adjournment

4.13 Directors shall not receive any fees or compensation for their services as Directors.

4.14 Minutes of all meetings of Directors shall be kept in a business-like manner and available for inspection by unit owners and

Board members at all reasonable times.

4.15 Except in emergency situations, meetings of the Board of Directors shall be open to all members of the Association.

ARTICLE V

RESPONSIBILITIES AND DUTIES OF THE BOARD OF DIRECTORS

5.1 All of the responsibilities and duties of the Association existing under the Covenants; the Articles of Incorporation; and these Bylaws shall be exercised exclusively by the Board of Directors, its Agents, contractors or employees, subject only to approval by unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express responsibilities:

A. All of the responsibilities specifically provided for in the Covenants, Articles of Incorporation, and these Bylaws.
B. The responsibility to levy and collect assessments.
C. The responsibility to expend monies collected for the purpose of paying the expenses of the corporation.
D. The responsibility to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Areas.
E. The responsibility to insure and keep insured any equipment and improvements of the Association.
F. The responsibility to employ personnel required for the maintenance of the Common Areas with the exception that no homeowner nor resident shall receive any financial compensation for any work performed for the Association.
G. The responsibility to pay utility bills for utilities serving the Common Areas.
H. The responsibility to make reasonable rules and regulations and to amend them from time to time, and to see to it that all members are notified of such changes in the rules and regulations as may be enacted.
I. The responsibility to improve the Common Areas subject to the 2/3 vote of the membership at a Special Meeting, for capial improvements in excess of $2500.
J. The responsibility to enforce, by any legal means, the provisions of the Articles of Incorporation, these Bylaws, the Covenants, and the Rules and Regulations duly promulgated by the Board of Directors.
K. The responsibility to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the several documents referenced in subparagraph J. hereof.

L. The responsibility to pay all taxes and assessments which are liens against the Common Areas.
M. The responsibility to select depositories for the corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed.
N. The responsibility to subscribe to and enter into a contract with any properly insured, licensed and/or bonded person, firm, or corporation to provide for the maintenance, operation, repair and upkeep of the Common Areas. All such contracts shall be approved by a majority of the Board and executed by the President and/or the Treasurer, and any other director. A minimun of three bids or proposals shall be submitted in sealed envelopes to the Secretary for each project in excess of $500.00. All bids shall be opened at the next meeting of the Board of Directors.
O. Notwithstanding anything herein to the contrary, the Association shall have the right to terminate without use and without penalty any contract that it may enter into upon not more than ninety (90) days notice and the Board of Directors shall use all contracts to include this termination provision unless in the discretion of the Board such provision can be waived without materially and adversely affecting the Association.
P. The Association must secure public liability and casualty insurance to cover the Common Areas and all areas of responsibility of the Association. A fidelity bond covering the activities of the directors and officers of the Association and its employees and agents, if any, must be secured.

ARTICLE VI

OFFICERS

6.1 The executive officers of the Association shall be a President, a Vice-President; a Treasurer; and a Secretary all of whom shall be Directors. All officers shall be elected annually by the Board of Directors, and may be peremptorily removed at any meeting by a vote of two-thirds (2/3) of all the Directors. A person may hold more than one (1) office.

6.2 The President shall be the presiding officer of the Board of Directors of the Association. He shall have all of the responsibilities that are usually vested in the office of president of an association, including, but not limited to, the power to appoint and/or dissolve committees from among the members, with the Directors' approval, to assist in the conduct of the affairs of the Association.

6.3 The Vice-President shall, in the absence of the President, or in the event of his death, inability or refusal to act (as properly documented), perform the duties of the President, and when so acting, shall have all the responsibilities of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

6.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary, as may be required by the Directors or the President.

6.5 The Treasurer shall have custody of all financial records and contracts entered into by the Association, including funds, securities and evidences of indebtedness. In addition, he shall receive all bids submitted for whatever purpose, and distribute copies to the proper Officer, Director or Committee Chairman for appropriate action. All checks must be signed by the Treasurer and another Director. He shall keep books of account for the Association in accordance with standard accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer. An independent auditor shall be engaged annually by the Board of Directors. The Treasurer consults with the Financial Committee, as required, on financial planning matters. In the event that the Corporation shall enter into a management agreement, the Board of Directors shall be authorized to delegate such of the Treasurer's functions and responsibilities to the management company or agent, as shall be deemed appropriate. In such event, the Treasurer must consult with the management firm and report to the Board on a quarterly basis.

6.6 All outgoing Directors must turn over their complete files to the incoming Directors within ten days of the election at the Annual Meeting. NOTE: All Committee chairmen are required to resign and to turn over their files to the new Board of Directors.

6.7 No compensation shall be paid to any Officer or Director of the Association. No Officer or Director shall have a conflict of interest by receiving compensation of any sort from any individual or organization providing goods or services to the Association.

ARTICLE VII

FISCAL MANAGEMENT

7.1 The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to pay the costs and expenses of the Association and to provide and maintain adequate reserves for the repair and/or replacement of the Associations's property. A copy of the proposed budget shall be provided to each unit owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

7.2 Annual assessments against the unit owners for their share of anticipated expenditures shall be made for each calendar year in advance, on or before the 20th day of December of the year immediately preceding the year for which the assessments are established. Such annual assessment shall be payable in equal monthly installments; such installments being due on the first day of each month of the year for which the assessments are made. Any installments not paid within fifteen (15) days shall be deemed to be in default. Such delinquent installment shall bear interest at the rate of the maximum legal limit per annum from the date when due until paid. In the event the annual assessment proves to be insufficient, the budget and assessments shall be amended by the Board at such time as deemed appropriate. Such amendment to be approved by a 2/3rds majority of the homeowners present at a special meeting called for such purposes only. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a special, lump sum assessment in case of immediate need or emergency.

7.3 If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not more than five (5) days after delivery of the notice to the unit owner, or not less than ten (10) days after the date of the mailing of such notice to the unit owner.

7.4 In the event that an installment, including the accelerated balance of the annual assessment, shall not be paid when due and shall remain delinquent, without further notice, the Association shall be entitled to file and record within the Public Records of Palm Beach County, Florida, a Notice of Lien reflecting the delinquent assessment(s) and interest thereof due and owing to the Association.

7.5 In the event that any portion of an installment, including any accrued interest thereon, shall remain delinquent and owing for a period of thirty (30) days from the date of the notice to the unit owner of the filing of the Notice of Lien, the Association shall thereafter be entitled and empowered to initiate and pursue such foreclosure proceedings as may then be available to it under the laws of the State of Florida.

7.6 In the event any installment shall not be timely paid, the Association, through the Board of Directors, may proceed to enforce and collect said delinquent assessment and accrued interest thereon from the delinquent owner in any manner as may be available to the Association under the laws of the State of Florida including, but not limited to, the lien foreclosure proceedings referenced in paragraph 7.5 hereof. The delinquent unit owner(s) shall be personally responsible for the payment of all assessments and accrued interest thereon levied against his unit and for the payment of all reasonable attorney's fees and costs incurred by the Association in the collection of any such delinquent sums, including the costs of recordation of the Notice of Lien and any satisfaction thereof.

ARTICLE VIII

ADMINISTRATIVE RULES AND REGULATIONS

8.1 The Board of Directors may, from time to time, adopt reasonable rules and regulations to enhance the use and enjoyment of the Common Areas by the members. All members shall abide thereby and such rules and regulations shall be fair and uniform in their application and effect. All rules and regulations must be posted.

8.2 Such rules and regulations as may be adopted by the Board of Directors must be enforced uniformly as described in Article IX and must be resolved within thirty (30) days.

ARTICLE IX

COMPLIANCE AND DEFAULT

9.1 In the event of a violation (other than the non-payment of an assessment) by the unit owner of any of the provisions of the Covenants, the Articles of Incorporation, these Bylaws, or the Rules and Regulations, the Association, through its Board of Directors shall in addition to such other rights and remedies as may be available at common law and/or under the Florida Statutes, be

authorized to initiate one or more of the following-type actions:

a. An action at law to recover damages on behalf of the Association and/or on behalf of the other unit owners;

b. An action in equity to enforce performance therewith on the part of the unit owner; or

c. An action in equity for such other equitable relief as may be necessary under the circumstances including injunctive relief.

9.2 The prevailing party shall be entitled to recover and recoup from the non-prevailing party, as part of the judgment, the costs and expenses of the action including, but not limited to, reasonable attorney's fees incurred. Any violations which are deemed by the Board of Directors to be a hazard to public health may be rectified immediately on an emergency basis by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a common expense assessment against the owner and his unit, as otherwise provided under Article VII hereof.

9.3 All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees. The expense for any maintenance, repair or replacement required, as provided in this subparagraph, shall be charged to said owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a common expense assessment against the owner and his unit, as otherwise provided under Article VII hereof.

9.4 The failure of the Association to enforce any right, provision, covenant or condition which may be granted and extended to it through the Covenants, Articles of Incorporation, Bylaws and Rules and Regulations, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

9.5 In addition to such other recourse and remedies as shall be available to the Association and its Board of Directors in the enforcement of the provisions of the referenced documents, the Association shall be authorized to assess, levy and collect against and from unit owners monetary charges in the nature of fines for any such violations. The procedures to be implemented by the Board of Directors in effecting this fine-violation process shall be adopted as part of the Rules and Regulations of the Association and shall specifically provide for such standards, procedures and safeguards so as to protect and preserve the rights of the owners to due process,

which shall include a predetermined range of the amount of the fine which may, in the discretion of the Board of Directors, be assessed, levied and collected from an owner for the various violations.

Any fines levied shall be the personal obligation of the owner against whom it is assessed and shall further be a charge against the unit(s) owned by said owner and shall become a lien against such unit(s) upon recordation of a Claim of Lien therefor within the Public Records of Palm Beach County, Florida. Such lien(s) may be foreclosed in the manner provided herein as may otherwise be provided by the provisions of the Florida Statutes.

9.6 All rights, remedies and privileges granted to the Association or unit owners under the provisions of the several referenced documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other and additional right, remedies or privileges as may be available to it.

ARTICLE X

AMENDMENT TO BYLAWS

10.1 A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either a majority of the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty-five (25%) percent of the membership. Upon an amendment being proposed, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within thirty (30) days for the purpose of considering said amendment. Directors and members shall vote in person or by proxy at the meeting considering such amendment. Notwithstanding anything herein to the contrary, no amendment to the Covenants or the Articles of Incorporation or Bylaws of the Association relating to the following topics shall be effected unless:

A. The consent of owners of units to which at least 75% of the votes in the Homeowners' Association are allocated and the approval of eligible holders holding mortgages on units which have at least 75% of the votes of units subject to eligible holder mortgages shall be required to terminate the legal status of the project as a Planned Unit Development.

B. The consent of the owners of units to which at least 75% of the votes in the Homeowners' Association are allocated and the approval of eligible holders

holding mortgages on units which have at least 51% of the votes of units subject to eligible holder mortgages shall be required to add or amend any material provisions of which constituent documents of the project, which establish, provide for, govern or regulate any of the following:

a. Voting;
b. Assessments, assessment liens or subordination of such liens;
c. Reserves for maintenance, repair and replacement of the common areas;
d. Insurance or Fidelity Bonds;
e. Rights to use of the common areas;
f. Responsibility for maintenance and repair of the several portions of the project;
g. Expansion or contraction of the project or the addition, annexation or withdrawal or the project to or from the project;
h. Boundaries of any unit;
i. The interests in the limited common areas;
j. Convertibility of units into common areas or of common areas into units;
k. Leasing of units;
l. Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;
m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver to the requesting party a negative response within 30 days shall be deemed to have approved such request. Eligible mortgage holder shall mean the holder of a first mortgage on a unit who has requested notice of certain matters from the Association.

10.2 Proviso Provided further, that no amendment shall discriminate against any unit owner nor against unit or class or group of units unless the owners so affected consent thereto. No amendment shall be made that is in conflict with the laws of the State of Florida, the Articles of Incorporation, these Bylaws or with any of the provisions of the Covenants.

10.3 Execution and Recording A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly signed and certified by the President and

Secretary respectively.

ORB 9059 Pg 660

The foregoing were adopted as the Bylaws of RIVER OAKS OF PALM BEACH COUNTY HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the meeting of the Board of Directors on the 14th day of December, 1995.

Approved:

BOARD OF DIRECTORS

By: _____
Eugene Flaksman
President

Certified: _____
Secretary
Jeffry Schwartz

ORB 9059 Pg 661

CERTIFICATION

The following are the duly elected officers of the River Oaks Homeowners Association of Palm Beach County

Gene Fleischer, President:

Charlene Canyes, Vice-President:

Manuel Kasson, Treasurer:

Was not available on 12/21/95 Cathy Eddington
Jeff Schwartz, Secretary:

State of Florida
County of Palm Beach

The annexed By-Laws of the River Oaks Homeowners Association of Palm Beach County, including the Amendments designated "Articles V,I,IV,4.13, amd V,F as set forth therein having been duly adopted by the required vote of Homeowners at it's Annual Meeting held on February 1, 1990 was duly acknowledged before me this 21st day of December, 1995 by Gene Fleischer, Charlene Canyes, Manuel Kasson and ~~Jeff Schwartz~~, respectively, President, Vice-President, Treasurer and Secretary of the River Oaks Homeowners Association of Palm Beach County.

Catherine A. Eddington
Notary Public

My Commission Expires December 21, 1995

CATHERINE A. EDDINGTON
MY COMMISSION # CC 402479
EXPIRES: May 10, 1999
Bonded Thru Notary Public Underwriters

ORB 9059 Pg 662
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

CERTIFICATION

The following individual is a duly elected officer of the River Oaks Homeowners Association of Palm Beach County,

Jeff Schwantz Secretary:

State of Florida
County of Palm Beach

The annexed By-Laws of the River Oaks Homeowners Association of Palm Beach County, including the Amendments designated "Articles V.I, IV, 4.13, and V.E as set forth therein, having been duly adopted by the required vote of Homeowners at it's Annual Meeting held on February 1, 1990 was duly acknowledged before me this 22 day of Dec, 1995, by Jeff Schwantz, Secretary of the RIVER OAKS Homeowners Association of Palm Beach County.

My Commission Expires:

K. Fiallos
Notary Public

K. FIALLOS
MY COMMISSION # CC 272331
EXPIRES: March 29, 1997
Bonded Thru Notary Public Underwriters

P.17

ORB 9991 Pg 214
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Amendment to Article III, Para. 3.1A

The Annual Members meeting shall be held at 8 PM on the first Thursday of December of each year for the purpose of electing directors and to transact any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday the meeting shall be held at the same hour on the next day that is not a legal holiday.

Amendment to Article VII, Para. 7.1

The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to pay the costs and expenses of the Association and to provide and maintain adequate reserves for the repair and/or replacement of the Association's property. A copy of the proposed budget shall be given to each unit owner on the same day in December that the Annual Members' Meeting shall be held.

CLERK OF THE CIRCUIT COURT * PALM BEACH COUNTY, FLA.

PALM BEACH COUNTY, STATE OF FLORIDA
I hereby certify that the foregoing is a true copy of the record in my office

This 17 Day of Sept, 19 97
DOROTHY H. WILKEN
Clerk Circuit Court

By _____ D.C.

SEP-17-1997 1:23PM 97-333985
ORB 9991 Pg 213

CERTIFICATION

The following are the duly elected officers of the River Oaks Homeowners Association of Palm Beach County

Marvin Platzner — President:

Sonia Hartman — Vice-President:

Thelma Rosenberg — Secretary

State of Florida
County of Palm Beach

The annexed By-Laws of the River Oaks Homeowners Association of Palm Beach County, including the Amendments designated " Article III, Para. 3.1A and Article VII, Para. 7.1 as set forth therein having been duly adopted by the required vote of Homeowners at its Special Meeting held on September 16th 1997, was acknowledged before me this 17th day of September 1997 by Marvin Platzner and Sonia Hartman respectively, President and Vice-President of the River Oaks Homeowners Association of Palm Beach County.

ATE OF FLORIDA
UNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9.17.97 by Marvin Platzner and Sonia G. Hartman

o is personally known to me or who has produced FL Dr Lic as identification and (who did) (did not) ke an oath.

Theresa A. Wheeler
MY COMMISSION # CC579034 EXPIRES
August 22, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Theresa A Wheeler
Notary (Print and Sign Name)

Commission No. _____

CERTIFICATION

The following individual is a duly elected officer of the River Oaks Homeowners Association of Palm Beach County,

Jeff Schwartz Secretary;

State of Florida
County of Palm Beach

The annexed By-Laws of the River Oaks Homeowners Association of Palm Beach County, including the Amendments designated "Articles VI, IV, 4.1 and V.E as set forth therein, having been duly adopted by the required vote of Homeowners at its Annual Meeting held on February 1, 1990 was duly acknowledged before me this 22 day of Dec, 1995, by Jeff Schwartz, Secretary of the RIVER OAKS Homeowners Association of Palm Beach County.

My Commission Expires:

K. Fiallos
Notary Public

K. FIALLOS
MY COMMISSION # CC 272331
EXPIRES: March 29, 1997
Bonded Thru Notary Public Underwriters

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