

**SECOND AMENDMENT AND RESTATED BYLAWS  
OF  
RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.**

**Exhibit "C" to the Second Amended and Restated Declaration of  
Protective Covenants and Restrictions  
For River Bridge**

**Amendment MARCH 28, 2014  
Recorded APRIL 8, 2014**

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This instrument prepared by:  
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**CERTIFICATE OF AMENDMENTS TO THE  
SECOND AMENDED AND RESTATED BYLAWS  
OF  
RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment to the Second Amended and Restated Bylaws attached as Exhibit "1" to this Certificate was approved by the Board of Directors and by a vote of the members of River Bridge in accordance with the Second Amended and Restated Bylaws for River Bridge. The Second Amended and Restated Declaration of Protective Covenants and Restrictions for River Bridge is recorded in Official Records Book 22420, Page 1948 of the Public Records of Palm Beach County, Florida. The River Bridge Bylaws are referenced and incorporated into the Second Amended and Restated Declaration of Protective Covenants and Restrictions as Exhibit "C."

DATED this 28<sup>th</sup> day of March, 2014.

As to witnesses:

RIVER BRIDGE

By: [Signature]  
Arnie Silverman, President

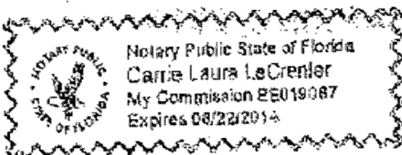
Attest: [Signature]  
Frank Simon, Secretary

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2014, by ARNIE SILVERMAN as President of RIVER BRIDGE, freely and voluntarily under authority duly vested in them by said corporation. He is personally known to me or has produced personally known identification and who did take an oath.

[SEAL]



[Signature]  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 8/22/14

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# THE THIRD AMENDED AND RESTATED BYLAWS OF RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.

A Florida Corporation Not for Profit

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**SECOND AMENDED AND RESTATED BYLAWS  
OF  
RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

Section 1. **NAME.** The name of the Association shall be RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Master Association".

Section 2. **PRINCIPAL OFFICE.** The principal office of the Master Association shall be located at 100 River Bridge Boulevard, Greenacres, FL 33413. The Master Association may have such other office or offices as the Board of Governors may determine.

Section 3. **DEFINITIONS.** The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Protective Covenants and Restrictions for River Bridge (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

**ARTICLE II**

**THE MASTER ASSOCIATION: MEMBERSHIP, MEETINGS,  
QUORUM, VOTING, PROXIES**

Section 1. **MEMBERSHIP.** The Master Association shall have one (1) class of Voting Members as more specifically set forth in Article V, Section 2, of the Declaration.

Section 2. **PLACE OF MEETINGS.** Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members as may be designated by the Board of Governors.

Section 3. **ANNUAL MEETINGS.** Commencing in the year 2003 the annual meeting of the Members shall be held in the month of January. The Board of Governors shall set the date in sufficient time for the Sub-Associations to comply with Article III, Section 8 of these Bylaws.

Section 4. **SPECIAL MEETINGS.** The President may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a majority of the Board of Governors or upon a petition signed by Members holding at least twenty (20%) percent of the total votes outstanding in the Master Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. **NOTICE OF MEMBERSHIP MEETINGS.** It shall be the duty of the secretary to send by regular mail or otherwise cause to be personally delivered to every Member a notice of each annual or special meeting of the Members stating the purpose of the meeting, as well as the time and place where it is to be held. If a Member wishes

notice to be given at an address other than the official address registered by the Member with the Master Association, said Member shall have so designated by notice in writing to the Secretary such other address. The mailing or other delivery of notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting, unless otherwise provided in these Bylaws.

Section 6. WAIVER OF NOTICE. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before any business is put to a vote.

Section 7. ADJOURNMENT OF MEETINGS. If any meetings of the Master Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. Notice of the time and place for the recalled meeting shall be posted in a conspicuous place in the Common Area of the Master Association. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if, for any reason, a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for annual meetings.

The Members present at duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum. In the event that a meeting is recessed for any reason, no additional notice shall be required.

Section 8. VOTING. The voting rights of the Members shall be as set forth in Article V of the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. A proxy may be given to any Member or Governor of the Master Association. Additionally, a proxy may be given to an officer or trustee, of the Member. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Proxies which are filed without designating the name of the proxy holder shall be considered null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her property within River Bridge or, in the

case of a Member holding title as an individual, upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of that Member. A proxy or ballot may provide an opportunity to specify approval or disapproval with respect to any proposal. The Board of Governors may authorize the issuance of absentee ballots in its sole discretion, which may be consolidated with the proxy into a single document.

Section 10. MAJORITY. As used in these bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. QUORUM. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of thirty (30%) percent of the votes outstanding shall constitute a quorum at all meetings of the membership of the Master Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement for the same purposes as originally stated, and the required quorum at the subsequent meeting shall be thirty (30%) percent of the total votes outstanding.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Master Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat. In the event that the President is unavailable, the Vice President shall act in the President's place and stead. In the case of successive unavailability, the Second Vice President, Secretary or Treasurer, in that order, shall preside over the meeting.

Section 13. ACTION WITHOUT A MEETING. Any action which may be taken by the vote of Members at an annual or special meeting, except the election of Board members, may be taken without a meeting as and to the extent permitted by Florida law.

### ARTICLE III

#### BOARD OF GOVERNORS: NUMBER, POWERS, MEETINGS

##### A. COMPOSITION AND SELECTION

Section 1. GOVERNING BODY; COMPOSITION. The affairs of the Master Association shall be governed by a Board of Governors. The qualifications for Governor are set forth in Section 3(a).

Section 2. NUMBER OF GOVERNORS AND VOTING. The number of Governors on the Board shall be not less than seven (7) as provided for in these Bylaws. The Board of Governors shall consist of one (1) Governor elected from each Sub-Association so that the number of Governors shall equal the number of Sub-Associations. Voting for Governors shall be by Owners of Residential Units within the Sub-Associations. The Owners of Residential Units governed by that Sub-Association shall be entitled to nominate and vote for the Governor from that Sub-Association.

Section 3. NOMINATION OF GOVERNORS. -Nominations shall be made in accordance with procedures adopted by the Sub-Associations.

(a) No more than one (1) Governor shall be elected or appointed to the Board of Governors from anyone Sub-Association.

The qualifications for persons elected or appointed to the Board of Governors is that such candidate must be an Owner of a Residential Unit or the spouse of an Owner of a Residential Unit governed by the Sub-Association, which is entitled to vote for such Governor. To be a candidate, an Owner of a Residential Unit or the spouse of an Owner of a Residential Unit must be in "good standing" which for purposes of these Bylaws shall mean not more than ninety (90) days delinquent in the payment of regular annual assessments, and not being suspended from using the Common Areas. If an entity other than an individual is the Owner of the Residential Unit, the entity may designate an individual who is an officer, director, or principal of the entity as the individual who is eligible to be a Governor. If a trust or trustee(s) is the Owner of the Residential Unit, then any individual serving as a trustee of the trust, whether or not that individual's name appears on the recorded deed to the Residential Unit, is eligible to be a Governor. In the event of a dispute as to eligibility, the Board of Governors shall refer the matter to legal counsel for a final determination.

Section 4. ELECTION OF GOVERNORS.

(a) The election shall be decided by a documented plurality of votes cast for each Sub-Association at a meeting of each Sub-Association at which there is a quorum called for the purpose of electing the Governor to represent that Sub-Association.

(b) Election of Governors, Creating Staggered Terms. It is the intention of this provision of the By-Laws, to create staggered terms in the manner provided as follows. The Sub-Associations known as Harbour Pointe at River Bridge Condominium Association, Inc., The Hammocks at River Bridge Homeowners' Association, Inc., Hammocks Trail at River Bridge Homeowners Association, Inc., The Aviary Homeowners' Association, Inc., Crosswinds at River Bridge Condominium Association, Inc., Caribe Isle Homeowners' Association, Inc., Mediterraenea Homeowners' Association at River Bridge, Inc., Soundings Homeowners' Association at River Bridge, Inc" and Crosswinds 1/ at River Bridge Condominium Association, Inc., elected their Governors at a meeting ("Special Meeting") of said Sub-Associations, held prior to December 31, 2000. The Governors elected by these Sub-Associations served two year terms, which terms commenced at the next Annual Meeting of the River Bridge Property Owners' Association, Inc., subsequent to December 31, 2000. The Sub-Associations known as The Landings at River Bridge Homeowners Association, Inc., The Island of River Bridge Homeowners Association, Inc., Sanctuary PBG Homeowners Association, Inc., South Cove Homeowners' Association, Inc., Windward Isle Homeowners' Association, Inc., Egret Nest Homeowners' Association, Inc., Egret Pointe Homeowners' Inc., and Southpointe Homeowners' Association at River Bridge, Inc., elected their Governors at meeting ("Special Meeting") of said Sub-Associations, held prior to December 31, 2001. The Governors elected by these Sub-Associations served two-year terms, which terms commenced at the next Annual

Elections shall be conducted in accordance with the procedures set forth in the Documents governing River Bridge Property Owners' Association, Inc. All directors elected or appointed to the Board of Governors must provide a written certification to the Secretary in accordance with Section 720.3033(1)(a), Florida Statutes.

Section 5. TERM OF OFFICE. A Governor shall be elected to serve a two (2) year term.

Section 6. REMOVAL OF GOVERNORS.

(a) The Members of each Sub-Association may recall and remove the Governor elected by that Sub-Association, with or without cause, by the vote or agreement in writing by a majority of all the Owners of Residential Units governed by that Sub-Association. A Governor may be recalled at a special meeting of the Owners of Residential Units governed by that Sub-Association. The meeting shall be called by one-third (1/3) of the Owners of Residential Units governed by that Sub-Association joining in a written petition to give notice of the meeting, which notice shall be in the same manner as required by the meeting of Owners and shall specifically state the purpose of the meeting.

(b) If a vacancy is created by the resignation of a Governor, or by any other means, that vacancy shall be filled by the affirmative vote of the Board of Directors of that Sub-Association provided that the person filling the vacancy is an Owner of a Residential Unit or the spouse of an Owner of a Residential Unit, in good standing, governed by that Sub-Association.

(c) Governors shall be required to attend regular and special meetings of the Board of Governors. Any Governor who misses either three (3) consecutive duly called and properly noticed Board meetings or four (4) duly called and properly noticed Board meetings within a calendar year, shall be deemed to have resigned, in writing, from the Board of Governors. The affected Governor shall be required to submit a written resignation prior to the commencement of the next duly called and properly noticed meeting of the Board of Governors. If the Governor fails to submit the required resignation, the remaining Governors, by resolution, shall include in the minutes notice and acceptance of said resignation at the next regularly scheduled and properly noticed meeting of the Board of Governors. Including said resignation in the minutes shall be deemed a sufficient written resignation. Notwithstanding anything to the contrary in this Section 6, any Director who misses a meeting may be excused from one or more absences if the Board member provides prior written notice to the Secretary, prior to the scheduled time and place of the Board meeting. Upon receipt of said notification in a timely manner, the Board shall have the right, but not the obligation, to excuse said absence, which determination shall be in the sole discretion of the Board of Governors. Any person who was removed pursuant to this paragraph is not eligible for re-appointment or future appointment to the Board of Governors until the expiration of the term following the removed Governor's term.

**Section 7: VOTING PROCEDURE FOR GOVERNORS.** The election of Governors shall be as follows:

(a) Balloting shall be conducted at either a special meeting or at the annual meeting of the Sub-Association electing the Governor to represent said Sub-Association.

(b) Not more than sixty (60) days but not less than ten (10) days prior to the date of the annual meeting of the Master Association, each Sub-Association shall call a meeting (either special or annual) of the Members of said Sub-Association for the purpose of electing the Governor to represent their Sub-Association. Said meeting may be conducted in accordance with the Sub-Association's annual meeting, if said annual meeting takes place not less than ten (10) days prior to the annual meeting of the Master Association.

(c) At the Sub-Association meetings for the purpose of electing the Governor to represent that Sub-Association, the Members shall be entitled to cast, either in person or by proxy, one vote for each lot/unit owned. The person receiving the largest number of votes from the Voting Members within said Sub-Association, shall be elected as the Governor representing that Sub-Association. Cumulative voting shall not be permitted.

(d) Once the Governor is elected by the Voting Members within said Sub-Association, the Secretary of the Sub-Association shall provide, not less than five (5) days prior to the date of the Master Association's annual meeting, a written certification identifying the Governor elected for that Sub-Association. The term of the elected Governor shall not begin until the Master Association annual meeting, at which meeting the results of the elections shall be included in the minutes.

(e) Notice requirements and the manner of conducting the Sub-Association's meeting at which the Master Association Governor shall be elected to represent that Sub-Association class, shall be in accordance with the terms as provided in the Sub-Association documents, including the Declaration, Articles of Incorporation, and Bylaws.

## B. MEETINGS

Section 8. ORGANIZATION MEETINGS. The first meeting of the members of the Board of Governors shall be held annually within ten (10) days after each annual meeting of the Members of the Master Association, at such time and place as shall be fixed by the Board.

Section 9. REGULAR MEETINGS. Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of the governors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be posted at a prominent place within the Common Area and shall be communicated to Governors in the manner set forth in Section 10 of this Article, but not less than forty-eight (48) hours prior to the meeting; provided, however, that notice of a meeting need not be given to any Governor who may sign a waiver of notice or a written consent to holding of the meeting.

Section 10. SPECIAL MEETINGS. Special meetings of the Board of Governors shall be held when called by written notice signed by the President of the Master Association, or by a majority of the members of the Board of Governors.

The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Governor by one of the following methods: (a) personal delivery; (b) written notice by first class mail; (c) telephone communication, either directly to the Governor or to a person at the Governor's office who would reasonably be expected to communicate such notice promptly to the Governor; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Governor's address or telephone number as shown on the records of the Master Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seventy-two (72) hours before the time set for the meeting. Notices given by personal delivery, telephone or telegraph shall be delivered, telephoned, or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting. Notices shall be posted at a prominent place within the Common Area not less than forty-eight (48) hours prior to the scheduled time of the meeting.

Section 11. WAIVER OF NOTICE. The transactions of any meeting of the Board of Governors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Governors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Governor who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. QUORUM OF BOARD OF GOVERNORS. At all meetings of the Board of Governors, a majority of the Governors shall constitute a quorum for the transaction of business, and the votes of a majority of the Governors present at a meeting at which a quorum is present shall constitute the decision of the Board of Governors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the

withdrawal of Governors, if any action taken is approved by at least a majority of the required quorum for that meeting. At an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. COMPENSATION. No Governor shall receive any compensation from the Master Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Governors at a regular or special meeting.

Section 14. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Governors, and the Secretary shall keep a minute book for the Board of Governors, recording therein all resolutions adopted by the Board of Governors and a record of all transactions and proceedings occurring at such meetings. In the absence of the President, the Vice President shall act in the President's place and stead. In the case of successive unavailability, the Second Vice President, Secretary or Treasurer, in that order, shall preside over the meeting. Members of the Board shall be deemed present in person at a meeting of such Board if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time.

Section 15. OPEN MEETINGS. All meetings of the Board shall be open to all Members, but Members other than Governors may not participate in any discussion or deliberation unless expressly so authorized by the President or Governor presiding over the meeting. Prior to the meeting being called to order Members may address the Board on agenda items only for a period not to exceed three (3) minutes in length.

Section 16. EXECUTIVE SESSION. The Board may adjourn a meeting and reconvene in executive session, or hold a meeting in executive session, in accordance with applicable law, to discuss and vote upon litigation in which the Master Association is or may become involved, and orders of business of a similar confidential nature.

Section 17. EXECUTIVE COMMITTEE. An Executive Committee, which shall include the President, Vice President, Second Vice President, Secretary, and Treasurer, shall meet for the purpose of setting an agenda for meetings of the Board of Governors, and for the following purposes, which meetings shall not require notice and shall not be open to the Members.

(a) Preparing the Board of Governor's meeting agendas in adequate time to post and distribute to the Governors at least five (5) days prior to any meeting.

(b) Ensuring the timely implementation of the directives and instructions of the Board of Governors, through Committee Chairs and the Management Company administrative staff.

(c) Interfacing with the River Bridge Management Company administrative staff and other management service entities, on a day-to-day basis, including responding to all situations which require immediate attention, and, on a timely basis, bringing such situations and any actions taken or to be taken to the attention of the Board of Governors for its information and confirmation.

(d) Overseeing the editing of the content of the River Bridge Newsletter and the content of the River Bridge closed circuit television station (Channel 63).

### C. POWERS AND DUTIES

Section 18. POWERS. The Board of Governors shall be responsible for the affairs of the Master Association and shall have all of the powers and duties necessary for the administration of the Master Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these Bylaws or by any Resolution of the Master Association that may be hereafter adopted, the Board of Governors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

(a) Preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses;

(b) Making general, special and emergency special assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of such assessments, as more particularly set forth in the Declaration. Unless otherwise determined by the Board of Governors, the annual assessment against the proportionate share of the Common Expenses shall be due and payable by each Member in quarterly installments.

(c) Collecting the assessments, depositing the proceeds thereof in a financial institution which it shall approve, and using the proceeds to administer the Master Association;

(d) Opening of bank accounts on behalf of the Master Association and designating the signatories required;

(e) Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(f) Designating, hiring, and dismissing the personnel for the Master Association necessary for its maintenance, operation, repair, and replacement of the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(g) Making and amending Rules and Regulations;

(h) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) Enforcing by legal means the provisions of the Declaration, Articles of Incorporation, these Bylaws, and any Rules and Regulations adopted by it and bringing any

proceedings which may be instituted by the Master Association on behalf of or against the Members or Owners;

(j) Obtaining and carrying insurance against casualties and liabilities, as may be available, as provided in Article VIII of the Declaration, and paying the premium cost thereof;

(k) Keeping books with detailed accounts of the receipts and expenditures affecting the Master Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Members and their mortgagees, their duly authorized agents, accountants, attorneys, during reasonable business hours on working days as may be determined by the Board of Governors. All books and records shall be kept in accordance with generally accepted accounting practices.

#### Section 19. MANAGEMENT AGENT

(a) The Board of Governors may employ for the Master Association a professional management agent or agents at a compensation established by the Board of Governors to perform such duties and services as the Board shall authorize. The Board of Governors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Governors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (d), (g), and (i) of Section 18 of this Article.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee upon thirty (30) days' or less written notice.

(c) No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Master Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Master Association.

(d) Any financial or other interest which the management agent may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Board of Governors.

Section 20. ACCOUNTS AND REPORTS. The following management standards of performance will be followed unless the Board by resolution specifically determine otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) Accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. Cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under;

(c) Cash accounts of the Master Association shall not be commingled with any other accounts;

(d) Annual financial reports shall be prepared for the Board of the Master Association containing a balance sheet as of the last day of the Master Association's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within ninety (90) days after the close of the fiscal year. The Board may require additional periodic reports to insure proper controls. The Association's financial Reporting shall be done in accordance with Section 720.303(7) Florida Statutes.

Section 21. BORROWING. The Board of Governors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Master Association, provided, however, the Board shall obtain membership approval in the same manner as set forth in Article X, Section 4 of the Declaration concerning special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed twenty (20%) percent of the annual budget of the Master Association for that fiscal year.

Section 22. RIGHTS OF THE MASTER ASSOCIATION. With respect to the Area of Common Responsibility or other Master Association responsibilities, and in accordance with the Articles of Incorporation and the Declaration, the Master Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Master Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other Associations or Condominium Associations, both within and without the Property.

(a) Liaison between the South Florida Water Management District and all of the Community of River Bridge shall be the responsibility of the Board of Directors of River Bridge POA. The Board at its discretion may assign an individual or a committee to act in this capacity on its behalf.

The surface water management system including the littoral and buffer zones as defined below, shall be the sole responsibility of the Master Association.

Buffer Zone: Defined by Architectural Drawing Petsche & Associates Job Number 89-037\* Sheet 1 of 1. An upland area of trees planted for purpose of separating one area from another none of which encroaches on any Sub-Association property.

Littoral Zone: Defined by Architectural Drawing Petsche & Associates Job Number 89-037\* Sheet 1 of 1, Section "A - A" and Section "B - B". Areas which run along the shore line consisting of both planted and unplanted areas defined by the above noted sections which plantings are on the Common property of the Master Association and do not encroach on any Sub-Association property.

The maintenance of the side slopes (lake banks) and shoreline drop-off of each lake in River Bridge, in order to comply with the South Florida Water Management District requirements, shall be the responsibility of the land owner. If a lake is located within a Sub-Association and

the land which makes up the side slopes (lake banks) and shoreline drop-off is not located within the boundary of an individual owner's lot, then the maintenance responsibility of the side slopes (lake banks) and shoreline drop-off shall be that of the Sub-Association. If the land that makes up the side slopes (lake banks) and shoreline drop-off is located within the boundary of an individual owner's lot, then the maintenance responsibility of the side slopes (lake banks) and shoreline drop-off shall be that of the lot owner. The Master Association shall only be responsible to maintain the side slopes (lake banks) and shoreline drop-off for the land that is located within the common property of the Master Association.

\*Drawing 89-037 is available in Property Managers Office

Section 23. **HEARING PROCEDURE.** The Board shall not impose a fine (a late charge does not constitute a fine), or suspend, for a reasonable amount of time, the rights of a Member or Member's tenants, guests, or invitees, or both to use common areas and facilities including, for violations of these Bylaws, the Declaration, Articles of Incorporation and Rules and Regulations unless and until the procedures as set forth in Article XIV, Section 4 of the Declaration are followed. The Association may suspend the voting rights of a Member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days. The procedural requirements of Article XIV, Section 4 of the Declaration do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due. The Board may fine a Member or suspend a Member's right to use common areas and facilities, including, but not limited to deactivating remote Member gate access, because of the failure of a Member to pay assessments or other charges when due. The Board shall determine the amount of the fine and the length of the suspension, which suspension may be imposed until such time as the Member has paid all assessments and charges owed and all related legal fees and costs. Sub-Associations may request in writing that the Master Association impose such fines and suspensions for failure of a Member to pay Sub-Association charges and assessments by providing evidence to the Master Association that the Member has not paid such assessments or charges to the Sub-Association, and that a portion of such assessments or charges is owed to the Master Association. This request may be made regardless of whether the Sub-Association chooses to pay the Master Association all assessments and charges owed to the Master Association from the Sub-Association's members. In addition, in the event the Master Association incurs attorney fees in pursuing an owner who is in violation of any provision contained in these governing documents, including the Rules and Regulations, as amended from time to time, the Master Association shall be entitled to recover such attorney fees from the owner, regardless of whether a lawsuit has been filed. In the event an owner does not pay such attorney fees, they shall be deemed an assessment and collectible in the same manner as an assessment.

## ARTICLE IV

### OFFICERS

Section 1. OFFICERS. The Officers of the Master Association shall be a President, Vice President, Second Vice President, Secretary, and Treasurer. The Board of Governors may elect such other Officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and to perform the duties prescribed from time to time by the Board of Governors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The Officers shall be elected from among the members of the Board of Governors.

Section 2. ELECTION, TERM OF OFFICE AND VACANCIES. The Officers of the Master Association shall be elected annually by the Board of Governors at the first meeting of the Board of Governors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Governors for the unexpired portion of the term. In the event of a vacancy in the office of President, the Vice President assumes the duties of the President until a successor is elected. In the case of a successive vacancy, the Second Vice President, Secretary or Treasurer, in that order, shall assume the duties of the President until a successor is elected. In the event of a vacancy in any office, the Board shall fill the vacancy at the next Board of Governors meeting.

Section 3. REMOVAL. Any Officer may be removed by a majority vote of the entire Board of Governors whenever in its judgment the best interests of the Master Association will be served thereby.

Section 4. POWERS AND DUTIES. The Officers of the Master Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board of Governors. The President shall be the Chief Executive Officer of the Master Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board. The Secretary shall at minimum have the duties as set forth in the Governing Documents.

Section 5. RESIGNATION. Any Officer may resign at any time by giving written notice to the Board of Governors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. AGREEMENTS, CONTRACT, DEEDS AND LEASES. All agreements, contracts, deeds, leases, and other instruments of the Master Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Governors.

Section 7. COMPENSATION. No Officer shall receive any compensation from the Master Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Governors at a regular or special meeting.

## ARTICLE V

### COMMITTEES

Section 1. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Governors present at a meeting at which a quorum is present are hereby authorized. Committee Chairs, including the Committee Chairs for the Architectural Review Board and Covenants Compliance Committee, shall be appointed by the President. All committees and committee members, including the Architectural Review Board and the Covenants Compliance Committee, shall serve at the pleasure of the Board and committees may be eliminated and committee members may be removed from time to time, by the Board of Governors by a vote of a majority of the Governors present at a meeting at which a quorum is present. Committee members may also be removed by the Committee Chair. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Governors designating the committee or with rules adopted by the Board of Governors. Such committees shall be in addition to those hereinafter described.

Committee members shall be appointed by the committee's Committee Chair and the President. The President and the Board of Governors may provide recommendations to the Committee Chairs concerning selection of committee members.

The President has the authority to remove and replace Committee Chairs. The Board of Governors also has the authority to remove Committee Chairs by a vote of a majority of the Governors present at a meeting at which a quorum is present. If the Board of Governors removes a Committee Chair, the President shall appoint a new Committee Chair; however, the President may not appoint the person who the Board of Governors removed.

Committee Chairs and committee members shall serve from the time appointed until the first Board of Governors meeting following the next annual meeting of the Members.

Section 2. ARCHITECTURAL REVIEW BOARD. The Architectural Review Board shall have the duties and functions described in Article XI of the Declaration.

Section 3. COVENANTS COMPLIANCE COMMITTEE ("Fining Committee"). The Governors shall appoint a Covenants Compliance Committee of at least three (3) Members who are not Officers, Directors or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. The Covenants Compliance Committee shall be the committee that conducts a hearing as a result of the Board's levying of a proposed fine or suspension. If the committee, by majority vote, does not approve of the proposed fine or suspension, it may not be imposed. The Covenants Compliance Committee's authority shall not be as an arbitrator and shall not include any other remedies other than the approval or disapproval of the proposed fine or suspension levied by the Board of Governors.

## ARTICLE VI

### MISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Master Association shall be the calendar year or as may be otherwise determined by the Board.

Section 2. PARLIAMENTARY RULES. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Master Association proceedings when not in conflict with Florida law, the Declaration, the Articles of Incorporation, or these Bylaws.

Section 3. CONFLICTS. If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

### Section 4. BOOKS AND RECORDS

(a) Inspection by Members. The Official records of the Association, including membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Master Association or by its duly appointed representative, at the office of the Master Association or at such other place within River Bridge as the Board shall prescribe in accordance with section 720.303(5) Florida Statutes.

(b) Rules for Inspection. The Board shall may establish reasonable rules governing the frequency, time, location, notice, records to be inspected and manner of inspections, but may not require a parcel owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit parcel owner's right to inspect records to less than one 8-hour business day per month.

(c) Inspection by Governors. Every Governor shall have the absolute right at any reasonable time to inspect all books, records and documents of the Master Association and the physical properties owned or controlled by the Master Association. The right of inspection by a Governor includes the right to make extracts and copies of documents at the expense of the Master Association.

Section 5. NOTICES. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the legal address of such Member; or

(b) If to the Master Association, the Board of Governors, or the management agent, at the principal office of the Master Association or the management agent, if any, or at such other address as shall be designated by the notice in writing to the Members pursuant to this Section.

Section 6. AMENDMENTS. These Bylaws may be amended, altered or rescinded by the Board of Governors at any regular or special meeting; provided, however, that at no time shall the Bylaws conflict with the terms of the Declaration or the Articles of Incorporation. No amendment, alteration or modification of these Bylaws shall be made which affects the rights or privileges of any institutional first mortgagee, nor may these Bylaws be rescinded without the express, prior written consent of all institutional first mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect. Notwithstanding anything to the contrary, an amendment may not be approved by the Board of Governors at a Board meeting, unless the notice of the meeting includes a statement that an amendment will be considered and the nature of the amendment and that within thirty (30) days after recording an amendment to the governing documents, the Association shall provide copies of the amendment to the Members.

Section 7. VALIDITY. If any provision of these Bylaws, or part thereof, shall be adjudged invalid or become unenforceable in law or in equity, the same shall not affect the validity of any other provision, or part thereof and the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

This instrument prepared by:  
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