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VERIFIED BY:

Sh D.C.

RIVER OAKS EAST HOMEOWNERS' ASSOCIATION

DECLARATION OF RESTRICTIVE COVENANTS



Whereas, on or about December 18, 1989, River Oaks East Properties, Inc., a New Hampshire corporation, caused to be recorded that certain Declaration of Restrictive Covenants for River Oaks East, a subdivision located in Citrus County, Florida as described in Plat Book 14, pages 56 through 59, public records, Citrus County, Florida; and

Whereas, said Declaration of Restrictive Covenants for River Oaks East was recorded at Official Record Book 838, page 1970; and

Whereas, pursuant to Section (a) of said Declaration of Restrictive Covenants for River Oaks East at Official Record Book 838, page 1970, the same provides that the owners of a majority of all lots shown on the Plat may change or amend such Declaration of Restrictive Covenants; and

Whereas, on December 6, 2000, at a duly noticed meeting of the River Oaks East Homeowner's Association, Inc., a majority of the owners of all lots shown on the aforesaid Plat, voted to amend the Declaration of Restrictive Covenants for River Oaks East as set forth herein; and

Whereas, the signatures below constitute the signatures of a majority of the owners of lots shown on the Plat of River Oaks East; and

Whereas, this instrument duly and validly constitutes an amendment to the Declaration of Restrictive Covenants for River Oaks East, a subdivision, as per the plat thereof located at Plat Book 14, pages 56 through 59.

Now therefore, the Association, for themselves and their heirs, successors and assigns, do hereby restrict the use, as hereinafter provided, of all of the property and the undersigned Association does hereby place upon the property the following Declaration of Covenants and Restrictions, to run with the title to the property, and grantee of any deed conveying the property or any parts or portions thereof (such parts or portions thereof will hereinafter be referred to as "lots") will be deemed by the acceptance of such deeds to have agreed to all such Covenants and Restrictions, and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions and the aforesaid land will be conveyed subject to:

The following Declaration of Covenants and Restrictions which will run with the land for thirty (30) years from the date hereof, after which time they will be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such Declaration of Covenants and Restrictions in whole or in part, will have been recorded

The easements referred to in Article 7 hereof, which will be perpetual in duration.

ARTICLE 1  
DEFINITIONS

1. Articles. "Articles" will mean the Articles of Incorporation of River Oaks East Homeowners Association, Inc., which may be filed in the office of the Florida Secretary of State.
2. Assessment. "Assessment" means a sum or sums of money payable to the Association which if not paid by the owner of a parcel, can result in a lien against the parcel.
3. Association. "Association" will mean River Oaks East Homeowners Association, Inc., a Florida nonprofit corporation.

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4. Board. "Board" will mean the Board of Directors of the Association.
5. Bylaws. "Bylaws" will mean the Bylaws of the Association adopted by the Board, as from time to time amended.
6. Common Area. "Common Area" means all real property within River Oaks East which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members regardless of whether title has been conveyed to the Association.
7. Declaration. "Declaration" will mean this instrument, as from time to time amended.
8. Improvement. "Improvement" will mean every structure and all appurtenances thereto of every type and kind and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
9. Lot. "Lot" will mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.
10. Member. "Member" will mean any Person holding membership rights in the Association.
11. Mortgage. "Mortgage" will mean any conveyance of interest or deed of trust covering any portion of the Property given to secure the payment of debt.
12. Mortgagee. "Mortgagee" will mean the owner and holder of a Mortgage.
13. Owner. "Owner" will mean any Person holding a fee simple interest in any Lot in the subdivision, but will not include a Mortgagee.
14. Person. "Person" will mean any individual or entity having the legal right to hold title to real property.
15. Plans and Specifications. "Plans and Specifications" will mean the documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specification on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.
16. Plat or Plats. "Plat" or "Plats" will mean a subdivision plat of any of the Property.
17. Property. "Property" will mean the real property described on Exhibit A attached hereto and be incorporated herein by reference, as from time to time modified in accordance with this Declaration.
18. Restrictions. "Restrictions" will mean this Declaration, the Articles and Bylaws of the Association, and any rules of the Association or its

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committees, as from time to time in effect and from time to time amended.

19. Subdivision. "Subdivision" will mean any portion of the Property which is subdivided, as shown on a map or plat of record in the Plat Records of Citrus County, Florida.

## ARTICLE 2 GENERAL RESTRICTIONS

A. General. All of the Property and any right, title or interest therein will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions. The Board of Directors of the Association has the statutory authority to enforce the governing documents and the rules of the Association when a violation occurs. Each individual member of the Association also has the authority to enforce the documents and the Association rules. Enforcement of governing documents can include suspension for a reasonable period of time of the rights of a member or a member's tentative guest to use of the common areas or recreation facilities. The Association may also impose reasonable fines as determined by the Board of Directors at the annual meeting of the Board of Directors.

In the event the Board of Directors elects to impose either a fine or a suspension, a member may request a hearing before the Board of directors provided such request is made in writing within fourteen (14) days of the date of the member's receipt of notice of the fine or suspension. Thereafter, upon receipt of such notice, the board of Directors will within a reasonable time, convene a hearing for the purpose of allowing the member an opportunity to be heard on the issue. A majority of the Committee must affirmatively vote to impose the fine or suspension. When a parcel owner challenges the enforcement of covenants, the owner has the burden to prove any alleged defenses that preclude enforcement.

A variance from these restrictions may be granted by the Architectural Control Board subject to the provisions of Article 5 (G). Any member may appeal the issuance of a variance by the Architectural Control Board to the Board of Directors provided the appealing member gives notice of the appeal in writing to the Board of Directors within fourteen (14) days of the date of the Architectural Control Board decision with respect to the variance.

1. Towers and Antennas. No radio or television aerial, antenna, satellite dish nor any other exterior electronic or electric equipment or devices of any kind will be installed or maintained on the exterior of any structure located on a lot or on any portion of any lot occupied by a building or other structure unless and until the location, size and design thereof will have been approved by the Architectural Control Board.

2. Subdividing. No Lot will be further divided or subdivided, and no easements or other interests therein less than the whole will be conveyed by the Owner thereof, without the prior written approval of a majority of the Members;

3. Signs. No sign of any kind will be displayed to the public view on any lot or the Common Area, except:

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- a. builders may display one (1) sign on a Lot to advertise the Lot and any residential structure situated thereon for sale during the construction and/or sale period;
  - b. any Owner may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and/or residence for sale or rent;
  - c. signs which are required for legal proceedings;
  - d. permanent entrance, roadway and traffic signs for the Subdivision which may be designed, located and erected by the Association.
4. Rubbish and Debris. No rubbish or debris of any kind will be placed or permitted to accumulate upon any Lot and no odors will be permitted to arise therefrom so as to render any Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of any Lot or to its occupants. Refuse, garbage and trash will be kept at all times in covered containers and such containers will be kept within enclosed structures or appropriately screened from view except that such containers may be placed at the curb for pickup by a refuse company.
5. Noise. No noise or other nuisance will be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.
6. Prohibited Conduct. No portion of the Subdivision will be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Florida or the United States of America, or of the county, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.
7. Control of Sewage Effluent. No outside toilets or privies will be permitted except during construction of improvements to the lot. Disposal of wastewater from any Lot that would result in raw, untreated, or partially treated sewage being carried into any property of the Subdivision or into any body of water is strictly prohibited.
8. Construction of Improvements. No Improvements will hereafter be constructed upon any of the Property without the prior written approval of the Architectural Control Board.
9. Repair of Buildings. All Improvements upon any of the Property will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.
10. Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire will be erected, placed or maintained anywhere in or upon any portion of the Property unless the same will be contained in a conduit or cables installed or maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Control Board; provided, however, that no provision hereof will be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Control Board.

11. Hazardous Activities. No activities will be conducted on the Property and no Improvements will be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged upon the Property, and no open fires will be lighted or permitted except within safe and well-designed interior fireplaces or within barbecue units while attended and in use for cooking purposes.

12. Unsightly Articles, Vehicles. No article of personal property, including but not limited to; recreational vehicles, boats and trailers, travel trailers, mobile homes, personal water craft, or any other item of personal property deemed to be unsightly by the Architectural Control Board will be permitted to remain on any lot. Any such item may only be stored at the lot in a manner approved by the ACB. To obtain the approval of the ACB for the storage of such a vehicle, the property owner must submit a plan which will depict the site for the storage of the vehicle and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to the adjoining property owners. No inoperable automobiles or vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles, and facilities for hanging, drying or airing clothing or household fabrics will be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No aboveground swimming pools will be placed upon any lot.

13. Fences. No fence may be constructed unless a fencing plan is submitted to the Architectural Control Board as part of the Plans and Specifications for new construction or prior to construction on any improved lot. Notwithstanding the foregoing, the Architectural Control Board may in its discretion prohibit the construction of any proposed fence or modify the requirements.

14. Animals - Household Pets. No animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal will be kept in any outside pen, coop or run. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal will be allowed to run at large.

15. Landscaping Requirements. The owner of each lot, whether such lot be improved or unimproved, will keep such lot free of tall lawn turf, dead trees, dangerous dead tree limbs, trash and rubbish, and will keep such lot at all times in a neat and attractive condition. In the event the owner of any lot fails to comply, the Association will have the right, but no obligation, to go upon such lot and to cut and remove tall lawn turf and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in their judgement to maintain the property in a neat and attractive condition, all at the expense of the owner of such lot, which expense will be payable by such owner to the Association on demand. Recommendations by the Architectural Control Board with respect to tree disease control must be followed immediately.

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16. Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration will not be construed so as unreasonably to interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of permitted signs or similar activities, provided that such construction (i) has been permitted by the appropriate governmental authorities, (ii) is conducted during daylight hours, and (iii) is pursued to completion with reasonable diligence and conforms to construction practices customary in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Control Board, provided that such waiver will be only for the reasonable period of such construction.
17. Construction in Place. All dwellings, structures, buildings and swimming pools constructed on the Property will be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels will be allowed only with the prior written approval of the Architectural Control Board. Prefabricated or modular homes are not permitted.
18. Unfinished Structures. No structure will remain unfinished for more than two hundred seventy (270) days after construction has commenced.
19. Location of Improvements. No structure, except swimming pools, will be built or placed on a lot nearer than: 50 feet to the front lot line; 40 feet to the rear lot line; 20 feet from the side lot line; 20 feet to the side street line of a corner lot. Swimming pools will not be constructed less than 10 feet from rear and side lot lines.
20. Minimum Floor Area. All residences will have a minimum of 1,800 square feet of heating and cooling living area. In determining the square footage, carports, screen porches and garages will not be included. No split-level residence and no two-story residence will be erected or allowed to remain on any lot unless the square foot area thereof, exclusive of screened porches, garages and storage rooms, will equal or exceed 2,200 square feet.
21. Height of Structures. No structure may exceed three (3) stories.
22. Location of Structures. Buildings, structures and objects which are not part of the principal dwelling may be erected and maintained on the lot only if the same have been approved by the Architectural Control Board and are located wholly within the yard rear of the main dwelling of inland lots, and at least 25 feet away from any street. River front lots being of a unique nature will be considered on an individual basis.
23. New Materials. Only new materials will be utilized in constructing any Improvements situated upon a Lot.
24. Air Conditioners. No window or wall type air conditioner which is visible from any street in the Subdivision will be permitted to be used, placed or maintained on or in any building in any part of the Property unless approved by the Architectural Control Board.
25. Vehicles. All motor craft must be fully muffled on water and land. Motor vehicles cannot be ridden continuously around the development. This includes mopeds, motorbikes, motorcycles, go-carts, etc.

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26. Rentals. No home will be rented on short term basis. No weekend or week-by-week rental. All rentals will be on a long term basis (minimum of three months).

27. Wildlife. There will be no molesting of harmless wildlife in or on the river or on land, no trees, shrubs, flowers or other growth will be removed from undeveloped areas.

28. Habitation. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a lot covered by these will at any time be used for human habitation.

B. Waterfront lots: The river front will not be used for any commercial purpose, nor will any use thereof be made which is objectionable.

1. Each lot owner will keep his lot and the river bank adjacent thereto to the water's edge maintained so as to present a pleasing appearance, maintain the proper contour of the river bank and prevent erosion.

2. No trash, garbage, sewage waste water (other than surface drainage and water discharged from swimming pools), rubbish, debris, ashes or other refuse will be placed in the river or canal.

3. No lot will be increased in size beyond the established survey line by filling in the waters on which it abuts. No changes in elevation of the land will be made which will cause undue hardship to adjoining property unless proper drainage is provided.

4. Private docks may be constructed by the owners of any waterfront lot. All plans are to be submitted for approval. Owners of waterfront lots will be responsible for and obtain all necessary governmental permits for the construction of the dock.

5. No boathouse will be permitted unless approved by the Architectural Construction Board.

6. No discharge will be made from docks into the water.

C. Community Dock. Dock space slips as depicted on the dock plan attached to this Declaration of Restrictions will be used by the non-waterfront lots in the subdivision on a first come, first serve basis, provided however, said slips will be assigned to owners of non-waterfront lots owning boats at the time they purchase a lot. Waterfront lots will have the right to use common dock slips until such time as all slips are filled by non-waterfront lot owners owning boats. Waterfront lot owners will build a dock for their own use as herein provided as soon as may practically be done. When all dock slips are taken by non-waterfront lot owners, then all other non-waterfront lot owners will be assigned a number in the order of their lot purchase and dock slips will be assigned by the homeowners Association to the lot owners on a "round robin" basis as their number comes up at such time as a boat slip is vacated and becomes available. The homeowners Association will be responsible for making up the waiting list for said non-waterfront lot owners. In no case will any more than one dock slip be used by any lot owner in the subdivision. The homeowners Association will have the power to establish rent for each boat slip and will further establish the basis upon which said boat slip rent will be

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paid. The homeowners Association will have the power to enforce collection of any unpaid rent, including the filing a lien against the vessel being slipped and/or the lot owned by the lot owners and will further have the power to file a lien against either the vessel or the lot and will have the power to foreclose said lien against either the vessel or lot and will be entitled to reasonable attorney's fees and costs incurred in the collection of any unpaid rent, including the preparation and filing of an lien and/or the foreclosure of same at both the trial and appellate levels.

D. Wetlands and Jurisdictional Line.

1. Wetland jurisdictional lines as shown or depicted on the plat of River Oaks East and any and all development by lot owners of lands lying within said jurisdictional lines as shown will require the owner of the said lot to obtain all necessary permits from all appropriate federal, state and local governmental agencies regulating wetlands prior to commencing any developmental activities, including, but not limited to: land clearing, building of residential or accessory structures, alteration of wetlands, filling, or construction or placing of docks, piers or boathouses.

2. It will be the responsibility of each lot owner within the subdivision at the time of construction of a building, residence or structure to comply with the construction plans approved and on file with the Southwest Florida Water Management District (SWFWMD) as part of the storm water management system for development of the subdivision pursuant to Chapter 17-25 F.A.C.

3. Lot owners will not undertake any activities normally regulated by the water management district within the wetland areas without prior written approval of the water management district. It will be the lot owner's responsibility for obtaining said prior written approval.

E. Consolidation of Lots. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site, and may place or construct Improvements on such sites with the prior written approval of the Architectural Control Board. In cases of such consolidation of Lots, setback lines will be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter subdivide the consolidated Lots without the prior written approval of a majority of the Owners.

F. Inspections. The ACB through its authorized representatives may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

G. No Warranty of Enforceability. While the Association has no reason to believe that any of the Declaration of Covenants and Restrictions, terms or provisions of this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Association makes no warranty or representation as to the present or future validity or enforceability of any such covenant, term or provision. Any Owner acquiring a Lot in reliance on one or more of such Declaration of Covenants and Restrictions, terms or provisions will assume all risks of the validity and enforceability thereof, and by acquiring such Lot agrees to hold The Association harmless therefrom.

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ARTICLE 3  
USE RESTRICTIONS

A. General. The Lots will be improved and used solely for single-family residential use. Common Areas, utility easements, and recreational facilities are intended for use of a residential purpose.

B. Common Area. No land within any Common Area will be improved, used or occupied, except in such manner as will have been approved by the Association. Such required approval will extend to the nature and type of use, occupancy and improvement.

ARTICLE 4  
ASSOCIATION MATTERS

A. Member. Any Person who is an Owner of a Lot will automatically and concurrently will become a Member of the Association. Membership will be appurtenant to and will run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

B. Voting Rights. The right to cast votes and the number of votes which may be cast for election of the Board, and on all other matters to be voted on by the Members, will be calculated as provided below.

1. The Owner of each Lot within the Property will have one (1) vote for each Lot so owned. No cumulative voting is allowed.
2. Any property interest entitling the Owner thereof to vote as herein provided held jointly or in common by more than one Owner will require that such Owners thereof designate a single Owner who will be entitled to cast such vote and no other person will be authorized to vote on behalf of such property interest. A copy of such written designation will be filed with the Board before any such vote may be cast, and, upon the casting of a vote by more than one such owner and the failure of the Owners thereof to file such designation, such vote will neither be cast nor counted for any purpose whatsoever.

C. Duties of the Association. Subject to and in accordance with this Declaration the Association acting through the Board will have and perform each of the following duties:

1. accept, own, operate, and maintain all personal and real property conveyed to or leased by the Association ("Association Property"), together with all Improvements thereon and all appurtenances thereto;
2. own and maintain all Common Area and all Improvements thereon and all appurtenances thereto, all streets (including median areas) which have been constructed but not accepted by the appropriate governmental entity, and all entry signs and associated landscaping;
3. pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Association Property and the Common

Area, to the extent that such taxes and assessments are not levied directly upon the Members; and the Association will have all rights granted by law to contest the legality and the amount of such taxes and assessments;

4. obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the functions of the Association;
5. make, establish, promulgate, and in its discretion amend or repeal and reenact, such rules not in conflict with this Declaration as it deems proper, covering any and all aspects of its functions, including the use and occupancy of the Association Property and the Common Area;
6. keep books and records of the Association's affairs and make such books and records, together with a current copy of this Declaration, available for inspection by the Owners and the Mortgagees upon request during normal business hours;
7. carry out and enforce all duties of the Association set forth in this Declaration and in the Restrictions.

D. Powers and Authority of the Association. The Association will have the powers of a Florida nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles of Incorporation, By Laws and the laws of the State of Florida and the United States. It will further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Florida or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association after the incorporation thereof, will have the following power and authority at all times.

1. The Association will have the power and authority to levy Assessments in accordance with and as provided in this Declaration.
2. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of, this Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration.
3. The Association will have the power and authority to grant and convey to any person or entity any Association Property and/or any Common Area and/or any interest therein including, non exclusive easements, rights-of-way, or Mortgages, out of, in, on, over, or under any of the same for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder: roads, streets, walks, driveways, parking lots, trails, and paths; lines, cables, wires, conduits, pipelines, or other devices for utility purposes; sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; or any similar Improvements or facilities.

4. The Association will have the power and authority: to retain and pay for legal and accounting services necessary or proper in the operation of the Association; to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association Property and the Common Area, in accordance with this Declaration and the Restrictions to obtain and pay for any other property and services and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or this Declaration; to construct new Improvements or additions to the Association Property or the Common Area, to borrow money and to mortgage, pledge or hypothecate any or all of the Association Property as security for money borrowed or debts incurred subject to the limitation set forth in this Declaration.

ARTICLE 5  
ARCHITECTURAL CONTROL BOARD

- A. Duties. The Architectural Control Board will be specifically empowered to enforce, or to grant variances with respect to these Declaration of Covenants and Restrictions so long as the location of the Improvements will not encroach upon any other Lot, utility easement, or public right-of-way as stated in the Design Standards. Any decision by the ACB may be appealed in writing to the Board of Directors.
- B. Membership. The Architectural Control Board will consist of not more than five (5) members and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as deemed appropriate.
- C. Term. Each member will be appointed by the Board of Directors for a period of one year and hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Each Advisory Member will hold office at the discretion of and may be removed at any time by Board of Directors.
- D. Action by Architectural Control Board. Items presented to the Architectural Control Board will be decided by a majority vote of the Members. In the event the said committee or its designated representative fails to approve or disapprove such design and location within 30 days of said plans and specifications having been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the competition thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with.
- E. Adoption of Rules. The Architectural Control Board may adopt such procedural and substantive rules, standards, policies and development guidelines, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties and the orderly development of the Property, including but not limited to a building code, a fire code, a housing code, architectural guidelines, landscaping guidelines, and other similar codes or guidelines as it may deem necessary and desirable. Such rules, standards, policies, procedures and development guidelines will be binding and enforceable against each Owner in the same manner as any other restriction set forth herein. Nothing contained herein will be deemed to affect any approval granted by the Architectural Control Board in accordance with the terms of this

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Declaration prior to the amendment of such rules, standards, policies, procedures or development guidelines.

F. Review of Proposed Construction. The Architectural Control Board will have the right whenever its approval is required under this Declaration to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which in its discretion are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor will be submitted to the Architectural Control Board, and construction thereof may not commence unless and until the Architectural Control Board has approved such Plans and Specifications in writing. There will be no substantial exterior revisions made to the approved plans without submission and approval by Architectural Control Board of the revised plans. The Architectural Control Board will consider and act upon any and all Plans and Specifications submitted for approval pursuant to this Declaration, and perform other duties assigned to it by this Declaration or from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Board. The Architectural Control Board may postpone review of any Plans and Specifications submitted for approval pending its receipt of any information or document deemed necessary by it. The Architectural Control Board will have the authority to disapprove any proposed Improvement based upon this Declaration, and the decision of the Architectural Control Board will be final and binding so long as it is made in good faith. Architectural Control Board will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. Plans and specifications for final approval will include:

1. Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placing of residences, garage, out buildings and walls or fences.
2. Front elevations and both side elevations or front elevation and one side elevation and rear elevation of building (plus) elevations of walls and fences.
3. A prospective drawing if deemed necessary by the ACB to interpret adequately the exterior design.
4. Data as to materials, color and texture of all exteriors including roof coverings, fences and walls.
5. A landscaping plan for the lot.
6. One set of blueprints will be left with the ACB until construction is completed.

G. Variance. The Architectural Control Board may grant variances from compliance with any of the provisions of this Declaration (1)when such variances will not impair or detract from the high quality development of the Property and/or is justified due to aesthetic considerations or unusual circumstances (2)when in the event compliance with any of the provisions of the Declaration would create or impose a hardship on the member requesting variance; and (3) that the hardship is not of the members' own making. No

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variance will be granted when the need for such is caused by the member or the member's predecessor in title. All variances must be evidenced by a written instrument in recordable form, and must be signed by a majority of the ACB. The granting of such variances will not operate to waive or amend any of the terms and provisions of the Restrictions applicable to the Lots for any purpose except as to the particular property and the particular matter covered by the variance, and such variances will not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

H. Actions of the Architectural Control Board. The Architectural Control Board may, by resolution unanimously adopted in writing, designate any of its Members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Board. In the absence of such designation, the vote of a majority of all Members, which may be taken without a meeting, will constitute an act of the Architectural Control Board.

I. No Waiver of Future Approvals. The approval or consent of the Architectural Control Board to any Plans and Specifications will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different Person.

J. Work in Progress. At its option, the Architectural Control Board may inspect any work in progress to insure compliance with approved Plans and Specifications.

K. Liability of Architectural Control Board Members. Neither the Architectural Control Board nor any member thereof, nor the Board nor any member thereof, will be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Board's or the Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such Person. Neither the Architectural Control Board nor any member thereof will be liable to any Owner due to the construction of any Improvement within the Property.

L. Address for submission. Plans and Specifications will be submitted to the Architectural Control Board through the Chairman of the ACB.

## ARTICLE 6 FUNDS AND ASSESSMENTS

A. Assessments. Assessments established pursuant to this Declaration will be levied on a uniform basis against each Lot within the Property for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and for the improvement and maintenance of the Common Area.

B. Operating Fund. The Board will establish an operating fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association will be used solely for purposes authorized by this Declaration.

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C. Road Maintenance Fund. The Board will establish a Road Maintenance Fund into which will be deposited a percentage of the Regular Annual Assessment as set by the Board or any Special Assessment collected for the purpose of road maintenance. The monies in this fund are reserved for maintenance or extension of Association owned roadways within the subdivision.

D. Regular Annual Assessments. Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due will be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment will bear interest from the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action will be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his Lot.

E. Special Assessments. In addition to the regular annual Assessments provided herein, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions. The amount of any special Assessments will be at the reasonable discretion of the Board. In no event will the total special Assessment per Lot exceed the \$100.00 per Lot without the assent of two-thirds (2/3rds) of the votes Members who are eligible to vote at a meeting duly called to vote on such matter, with at least sixty percent (60%) of Members who are eligible to vote represented in person or by proxy. Each Owner will be given written notice of the amount of any special Assessment at least thirty (30) days prior to the date the special Assessment is due and payable. All such special Assessments will be due and payable to the Association at such time and in such other manner as the Board may designate.

F. Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein will be the personal and individual debt of the Owner as of the date of the levy of the Lot subject to each such Assessment, and no Owner will be exempt from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot subject thereto will be obligated to pay interest at the highest rate allowed by applicable laws then in effect on the amount of the Assessment from the due date thereof together with all costs and expenses of collection including reasonable attorneys' fees. The Board will have the right to charge a one-time late fee for delinquent payment of Assessments in such amounts as the Board may from time to time deem appropriate.

G. Assessment Lien and Foreclosure. All regular and special Assessments provided for herein which are not paid when due, together with interest and collection costs and expenses as herein provided, will be secured by a continuing lien and charge in favor of the Association on the Lot subject to such Assessment and any Improvements thereon, which will bind such Lot and Improvements and the Owner thereof and such Owner's heirs, devisees, personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Association to

secure the payment of such Assessments. Such liens will be superior to all other liens and charges against such Lot except only for the lien of a first mortgage of record securing sums borrowed for the acquisition or improvement of such lot which first mortgage was recorded prior to the recordation of a written lien for assessments by the Association

#### ARTICLE 7 EASEMENTS

A. Public Utility Easement Dedication. The Developer has previously dedicated to the public use forever the utility easements shown on the Plats, which are available to all public utilities for public utility use. The maintenance of any sidewalk, paving or other permitted improvement on the Utility Easements is the responsibility of the Owner. No buildings, decks, pools, or spas will be constructed, reconstructed, or placed upon, over, or across the Utility Easements except with the consent of the Architectural Control Board and of each utility company using such Utility Easement. Any public utility, using the Utility Easements will have the right to remove all or parts of any such Improvements and to trim overhanging trees which in any way endanger or substantially interfere with the construction, maintenance, or efficiency of or access to its use of the Utility Easements; will at all times have the full right of ingress and egress to or from and upon said Utility Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its utility system situated therein without the necessity at any time of procuring the permission of any Owner; and will have the right of ingress and egress to the lots for the purpose of reading meters and any maintenance and service required or ordinarily performed by such public utility with respect to its utility system. In the event any public utility removes or damages any fence, tree, ground cover or other landscaping, paving, driveways, or curbs within the Utility Easements, then such public utility will repair or replace such items so removed or damaged.

B. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow as required by the land contours and the arrangement of improvements approved by the Architectural Control Board. Each Owner further covenants not to disturb or displace any trees or other vegetation within any drainage easement shown on the Plats and/or created in this Declaration. There will be no construction of any temporary or permanent improvements in any drainage easement, except as approved in writing by the Architectural Control Board. The Association will be responsible for the maintenance of drainage easements including but not limited to mowing, contouring, clearing of debris and any other item which would affect the free flow of runoff water through the easement.

C. Surface Area. The mounded surface of easement areas for may be used for landscaping and other Improvements as and to the extent permitted under this Declaration. Maintenance of any custom landscaping or improvement under this provision will be at the responsibility of the owner contingent upon approval by the ACB.

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ARTICLE 8  
COMMON PROPERTIES

A. Easements of Enjoyment. Subject to the provisions of this declaration, every Member will have the right and easement of enjoyment in and to the Common Area, which right and easement is appurtenant to the Lots. If ingress and egress to any Lot is through the Common Area, the Owner of such Lot will have an easement of access across and upon the Common Area to his Lot, and any conveyance of the Common Area will be subject to such access easement.

B. Title to Common Properties; Insurance. Association will be responsible for the operation and maintenance of the Common Area. The Board or its duly authorized agent will have the authority to and will obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance will be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the insurable improvement on the Common Area in the event of damage or destruction from any such hazard. The Board will also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and may, at the discretion of the Board, obtain directors' and officers' liability insurance. Premiums for all insurance on the Common Area will be at the expense of the Association. The policy may contain a reasonable deductible, and the amount thereof will be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

C. Extent of Easements. The rights and easements of enjoyment created hereby will be subject to the following:

1. The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Area;
2. The right of the Association to sell and convey the Common Area, or any part thereof, provided such sale or conveyance is approved by two-thirds (2/3rds) of the votes for each class of Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter, written notice of which will be given to all members at least thirty (30) days in advance and will set forth the purpose of the meeting;
3. The right of the Association to borrow money for the purpose of improving the Common Area, or any part thereof, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
4. The right of the Association to take such steps as are reasonably necessary to protect the Common Area, or any part thereof, against foreclosure;
5. The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any Assessment levied under Article 7 hereof remains unpaid, and for any period not to exceed sixty(60)days for any infraction of its published rules and regulations.



ARTICLE 9  
MISCELLANEOUS

A. Term. The following Declaration of Covenants and Restrictions which will run with the land for thirty (30) years from the date hereof, after which time they will be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such Declaration of Covenants and Restrictions in whole or in part, will have been recorded.

B. Amendments: This Declaration may be amended in whole or in part at a regular or special meeting of the members, by a vote of a majority of owners of all lots present in person or by proxy shown on the aforesaid plat. Such majority agreeing to change such Declaration of Covenants and Restrictions in whole or in part and evidenced by a instrument signed by the then owners of a majority of the lots which will have been properly recorded.

C. Notices. Any notice permitted or required to be given by this Declaration will be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after being deposited in the United States mail, postage prepaid, addressed to the Person at the address of the Lot. Such address may be changed from time to time by notice in writing given by such Person to Secretary.

D. Interpretation. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the terms and provisions set forth in this Declaration. This Declaration will be construed and governed under the laws of the State of Florida and enforceable in Citrus County, Florida.

E. Enforcement and Waiver. Except as otherwise provided herein, any Owner, at such Owner's expense, and the Association will have the right but not the obligation to enforce any and all provisions of this Declaration and the Restrictions. An Owner seeking enforcement of the provisions of the Declaration by the board will notify the Board in writing of the alleged violation. Such right of enforcement will include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any such provision at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other such provision.

F. General. The provisions of this Declaration and of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforcement of any other provision or portion thereof. Unless the context requires a contrary construction, the singular will include the plural, the plural will include the singular, and the masculine, feminine or neuter will each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit or otherwise affect the text of the paragraphs, sections and articles hereof.

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G. Owner's Appeal Procedure: An owner may notify the Board of Directors, in writing, of a violation of the provisions of this Declaration or request an appeal from the decision of the ACB in writing. The Board of Directors will acknowledge receipt of the notification and/or appeal.

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DECLARATION OF RESTRICTIVE COVENANTS

ADOPTED ON: 12/6/00  
Date

WITNESS MY HAND AND SEAL, this 23rd day of January, 2001.

Signed, sealed and delivered in the

Presence of:

*Patricia A. Crabtree*  
Witness Signature

Patricia A. Crabtree  
Witness Printed Name

*Dawn J. VanGorder*  
Witness Signature

Dawn J. VanGorder  
Witness Printed Name

RIVER OAKS EAST  
HOMEOWNERS'  
ASSOCIATION, INC.

By: *Gerri Treppa*  
Gerri Treppa, as Secretary  
40199 North Natchez Loop  
Dunnellon, Florida 34434

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 23rd day of Jan., 2001, by GERI TREPPA, as Secretary of River Oaks East Homeowners' Association, Inc., who is personally known to me or who did produce FL Drivers License # TL10-280-53-519-0 as identification, and who did/did not take an oath.

Witness my hand and seal, the day and year last above written.

*Dawn J. VanGorder*  
Notary Public



Dawn J. VanGorder  
MY COMMISSION # CCN45575 EXPIRES  
June 15, 2004  
BONDED THROUGH TROY FAIR INSURANCE, INC.

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RIVER OAKS EAST  
ASSOCIATION BYLAWS

REVISED BYLAWS  
RIVER OAKS EAST HOMEOWNERS ASSOCIATION

Whereas, on or about October 11, 1989, River Oaks East Homeowners Association, Inc., a Florida not for profit corporation, adopted certain Bylaws for River Oaks East, Inc, a subdivision located in Citrus County, Florida as described in Plat Book 14, pages 56 through 59, public records, Citrus County, Florida; and

Whereas, pursuant to Article XIII, Section 1, of said Bylaws for River Oaks East, Inc. provides that a majority of a quorum of all members present at a regular or special meeting of the members may change or amend such Bylaws; and

Whereas, on December 6, 2000, at a duly noticed meeting of the River Oaks East Homeowner's Association, Inc., a majority of a quorum of members present, voted to amend the Bylaws for River Oaks East, Inc. as set forth herein; and Whereas, this instrument duly and validly constitutes an amendment to the Bylaws for River Oaks East, Inc., a subdivision, as per the plat thereof located at Plat Book 14, pages 56 through 59.

Now therefore the Association does hereby adopt the following:

ARTICLE I:  
NAME AND LOCATION

The name of the corporation is River Oaks East Homeowners' Association, Inc. hereinafter referred to as the "Association". The principal office of the corporation shall be located at 10199 North Natchez Loop, Dunnellon, Florida, 34434. Meetings of members and directors may be held at such places within the State of Florida, County of Citrus, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

1. "Assessment" means a sum or sums of money payable to the Association which if not paid by the owner of a parcel, can result in a lien against the parcel.
2. "Common area" means all real property within River Oaks East which is owned or leased by the association or dedicated for use or maintenance by the Association or its Members regardless of whether title has been conveyed to the Association;
3. "Community" means the real property that is or will be subject to the Declaration of Restrictive Covenants which is recorded in Citrus County, Florida where River Oaks East is located.
4. "Declaration of Restrictive Covenants," or "Declaration," means a recorded written instrument in the nature of covenants running with the land which subjects the land comprising the community to the

restrictions and control of the Association or Associations in which the owners of the parcels, or their Association representatives, must be members. The Declaration of Restrictive Covenants is recorded in the Official Record Book 838, page 1970 as amended in Book 893, page 1206, Citrus County, Florida.

5. "Governing documents" means:

- a. The recorded declaration of covenants for River Oaks East Subdivision, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and
- b. The Articles of Incorporation and Bylaws of the Homeowners' Association and any duly adopted amendments thereto.

6. "Homeowners' Association" or "Association" means River Oaks East, Inc. a Florida corporation responsible for the operation of a community in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.

7. "Member" means a member of the Association as provided for in the Declaration of Restrictive Covenants.

8. "Parcel" means a platted or unplatted lot, tract, unit, or other subdivision of real property within River Oaks East Subdivision, as recorded in Plat book 14, pages 56 through 59 in the public records of Citrus County, Florida:

- a. Which is capable of separate conveyance; and
- b. Of which the parcel owner, or the Association in which the parcel owner must be a member, is obligated:
  - i. By the governing documents to be a member of the Association that serves the community; and
  - ii. To pay to the Homeowners' Association assessments that, if not paid, may result in a lien.

9. "Parcel owner", "owner", "owners" means the record owner of legal title to a parcel of real property within River Oaks East Subdivision, as recorded in Plat book 14, pages 56 through 59 in the public records of Citrus County, Florida.

10. "Voting interest" means the voting rights distributed to the members of the Homeowners' Association, pursuant to the governing documents.

ARTICLE III  
MEMBERSHIP VOTING AND MEETING OF MEMBERS

A. MEMBERSHIP AND VOTING

1. Personal Obligation. All Owners, tenants, or their employees, or any other person who might use the facilities of River Oaks East in any manner, are subject to the regulations set forth in these Bylaws and all governing documents of the Association. The mere acquisition or rental of any of the Lots of the Association or the mere act of occupancy of any of the Lots will signify that these Bylaws are accepted, ratified and will be complied with.

2. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership, and such membership shall continue until such time as the Owner's ownership terminates, at which time their membership shall automatically cease.

3. Voting of Member. Members shall be all those Owners as defined above. Voting rights are based on one vote per Lot owned. When more than one person holds title, all such persons collectively shall be the member (for the Lot in question). The vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Association shall be entitled to presume that any ballot tendered by one or more Owners of the Lot was the result of agreement by all other Owners. If conflicting ballots are cast by Owners, none will be counted.

4. Suspension of Member's Rights. Members are subject to suspension of membership for voting purposes and for purposes of use of the recreational facilities when their assessment payments fall delinquent or a violation of these Amended Bylaws, the Restated Declaration, or the rules and regulations occurs. Refer to the Restated Declaration for the limitations and notice provisions relating to suspensions of membership.

5. Majority of Owners. As used in these Bylaws, the term 'majority of owners' shall mean those Owners entitled to cast fifty one percent (51 %) of the total votes.

#### B. MEETING OF ASSOCIATION MEMBERS AND NOTICE

1. Annual Meeting. Annual meetings of the Members shall be held each year at the time and place indicated in the notice described in Section 3 below.

2. Special Meetings. Special meetings must be held when called by the Board of Directors or by at least twenty five (25) percent of the total voting interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call a meeting not less than ten (10) days nor more than ninety (90) days before such meeting. The notice shall specify the place, day and hour of such meeting. Written notice for special meetings must include the purpose of the meeting. Notice of a meeting shall be deemed to be received when delivered to the member's address or 48 hours after first class mailing.

4. Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, thirty three, and one third percent (33

1/3-) of the votes shall constitute a quorum for any action unless otherwise provided in the Articles of Incorporation, the Restated Declaration, these Bylaws, or by Florida law.

5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. . Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot. No proxy shall be valid after eleven (11) months from the date of execution.

6. Conduct of Meetings. All membership meetings shall be conducted in a manner consistent with generally accepted procedures of parliamentary procedure. The order of business of all meetings shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) minutes of preceding meeting; (d) reports of officers; (e) report of committees; (f) appointment of inspectors of election; (g) election of Directors; (h) unfinished business; and (i) new business.

7. Action by Written Ballot. Any action which may be taken at a regular or special meeting of Members may be taken without a meeting if a proper ballot is prepared containing all the legal requirements.

8. Action Without Meeting. Any action, which under the provisions of the Florida Corporations Code may be taken at a meeting of the Members may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

9. Minutes. Minutes shall be recorded at all meetings and available for review by Owners within thirty (30) days after a meeting, in draft, summary or final form. Owners are to receive notice of the availability of Minutes at least once each year by general mailing or personal delivery.

#### ARTICLE IV BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a Board of Directors, five (5) in number, who are Members of the Association. No two family members shall serve on the Board at the same time.

2. Term of Office. The Directors shall serve staggered two (2) year terms. At the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

3. Removal. The entire Board of Directors, or any individual Director, may be removed from office when his/her removal is approved by a majority of the Members of the Association. Any vacancy created by removal shall be filled by election of the new Director(s) by the Owners.

4. Vacancy. If a vacancy occurs on the Board of Directors other than by removal by the Membership. The remaining Directors may then choose a successor by election among them to serve out the unexpired term of that Director.

5. Compensation. No Director shall receive compensation for any service he/she may render to the Association in his or her capacity as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties which have been approved prior to expenditure by the Board of Directors.

#### ARTICLE V NOMINATION, ELECTION OF DIRECTORS

1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman and three (3) or more Members of the Association no more than one of which may be a current member of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Members.

2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast one vote per lot. The persons receiving the largest number of votes shall be elected. A vote for a Director nominated may be cast by a Member by mail on a ballot forwarded by the Board to the Member at least five (5) days prior to the annual meeting, provided such a ballot is received by the Board or the Secretary prior to or at the annual meeting. A Member not personally present at the meeting but who has so cast his ballot shall be counted as present at the meeting for quorum purposes. Cumulative voting is not permitted.

#### ARTICLE VI MEETINGS OF DIRECTORS

1. Meetings. A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney client privilege. Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a



specific parcel of residential property owned by a Member of the community.

2. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board.

3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than seventy two (72) hours notice to each Director in the manner prescribed by Section 1.

4. Emergency Meetings. In any situation where action is needed and either a special or regular meeting will not suit the purpose, the Board of Directors may handle the action as follows: The Board member first notified shall make a good faith attempt to notify each and every other Board member and call a meeting at the earliest possible reasonable time. If it appears sufficient Board members are not available for a meeting, said contact person shall attempt to get a "consensus" from the Board member as to the action needed, depending on the circumstances. If the Board member making the calls is unable to schedule a meeting with at least a quorum present, in a reasonable time (consistent with the circumstances) the 'consensus' shall determine what action is to be taken, and shall be the subject of a request for ratification at a later Board meeting. The contact person shall make every possible attempt to achieve at least a majority 'consensus' before taking any specific action.

5. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6. Waiver of Notice. Before or at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting or may waive notice by written approval of the Minutes, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7. Meetings Open to Members. All regular and special meetings of the Directors shall be open to all Members of the Association; provided, however, that Members who are not Directors may not participate in any deliberation or discussion unless expressly authorized by the Board. Executive sessions of the Directors will not be open to all members.

8. Executive Session. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or pending litigation, matters with the Board attorney and/or membership disciplinary matters

9. Minutes. Minutes of all meetings of the Members of the Association and Board of Directors of the Association must be maintained in written form or another form that can be converted into written form within a

reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have power to:
  - a. Conduct, manage and control the affairs and business of the Association. To adopt rules and regulations consistent with the restated Declaration and to establish penalties for the infraction thereof;
  - b. Suspend the voting rights and right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association;
  - c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by official provisions of name Amended Bylaws, the Articles of Incorporation, or the Restated Declaration;
  - d. Select all officers, agents, a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
  - e. Levy, collect and enforce assessments by any means provided in the Restated Declaration, and by Florida law;
  - f. To change the location of the principal office for business to a different location if deemed advisable by a majority of the Board;
  - g. To sue others, in the name of the Association, and sue Owners to collect delinquent assessments or cure a violation of any restrictions, covenants, conditions, rules or regulations of the Association or subdivision (where deemed advisable or necessary); and,
  - h. To borrow money for the purpose of improving the common properties and facilities with approval of a majority of the members.
  - i. Enforcement. Subject to the discretion of the Board of directors, enforce applicable provisions of the Declaration of Restrictive Covenants, Bylaws and Articles by any lawful means or procedures, as deemed in the best interests of the Association.
2. Duties. It shall be the duty of the Board of Directors to:
  - a. Cause to be kept a complete record of all its acts and corporate affairs;
  - b. Delegate powers to committees, officers or employers and supervise all officers, agents, and employees of the

Association and to see that their duties are properly performed;

c. As more fully provided herein, and in the Restated Declaration:

i. Send written notice of each regular assessment or imposition of special assessment to every Owner subject thereto within thirty (30) to sixty (60) days before the increase or assessment becomes due;

ii. In its discretion, foreclose a recorded lien against any properties for which assessments are at least sixty (60) days delinquent, or to bring an action at law against the Owner personally obligated to pay the same;

d. Issue, or to cause an appropriate officer to issue, upon demand by any person or entity entitled to receive that information, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. Procure and maintain adequate liability, hazard, and other risk insurance on property owned by the Association;

f. Cause all officers or employees having fiscal responsibilities to be bonded, and to procure such bonds as determined appropriate;

g. Cause the Common Area and utility laterals to be maintained as provided more fully in the Restated Declaration;

h. Cause all taxes and assessments against the property of the Association which are or could become a lien on the Common Area to be paid when due;

i. Fulfill the annual financial reporting requirements of the Florida law.

j. Prepare and distribute a statement describing the Association's policies and practice in enforcing lien rights or other legal remedies for default in payment of its assessment against its Members at least annually to the Members during the 60-day period immediately preceding the beginning of the Association's fiscal year.

#### ARTICLE VIII BUDGET INFORMATION

1. Annual Budget. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget

or a written notice that a copy of the budget is available upon request at no charge to the Member.

2. Special Assessment. The Association shall prepare a statement as to whether the Board of Directors of the Association has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor.

3. General Statement. The Association shall prepare a general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacements or additions to those major components that the Association is obligated to maintain.

4. Review. The Board of Directors shall cause an annual review of the finances of the Association at the end of the fiscal year.

#### ARTICLE IX OFFICERS AND THEIR DUTIES

1. Enumeration of Office. The officers of this Association shall be a President and Vice President, who shall at all time be Members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office as described in Article 3 unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the written notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies in offices. A vacancy in any office on the Board may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than

one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. Duties. The duties of the officers are as follows:

**PRESIDENT**

The President shall preside at all Annual and Special meetings and at meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

**VICE PRESIDENT**

The Vice President shall have the authority to act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board, and may co-sign all checks written on behalf of the Association.

**SECRETARY**

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.,

**TREASURER**

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and may disburse such funds as directed by resolution of the Board of Directors; may co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made at the completion of each fiscal year; and may prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, pursuant to the financial distribution requirements set forth in Article VI. If the Association engages the services of a CPA or managing agent to undertake any of these tasks, the treasurer is relieved of those specific duties delegated to such person or entity.

**ARTICLE X  
COMMITTEES**

A. Appointment of Committees. The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose.

1. Architectural Control Board - Creation and Composition.

a. An Architectural Control Board (the "ACB") shall be established consisting of not less than three (3) nor more than five (5) individuals;

b. Each member of the ACB shall be appointed for a term of one calendar year term. If any vacancy shall occur in the membership of the ACB by reason of death, incapacity, resignation, removal or otherwise, the members of the ACB shall continue to act and such vacancy shall be filled by the Board Of Directors of the Association at the earliest possible time. Any ACB member may resign any time by giving written notice of such resignation to the Chairman of the ACB and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACB may be removed at any time with or without cause by the Board of Directors of the Association.

2. Purpose, Powers and Duties of the ACB. The purpose of the ACB is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACB for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood, the Design Standards for River Oaks East. Items presented to the Architectural Control Board will be decided by a majority vote of the Members.

3. Officers and Subcommittees. The members of the ACB shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACB as they shall from time to time determine necessary.

4. Operations of the ACB.

a. Meetings. The ACB shall hold meetings as often as may be established by the ACB. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACB then in office. Regular and special meetings of the ACB shall be held at such time and at such place as the ACB shall specify. The ACB shall maintain both a record of votes and minutes for each of its meetings. The ACB shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary.

b. Activities.

The ACB shall adopt and promulgate the Design Standards described below and shall, as required, make findings, determinations, rulings and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACB pursuant to the provisions of this Declaration. The ACB shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

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5. Design Standards.

a. The ACB shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the ACB for approval pursuant to the provisions of this Declaration;
- (ii) governing the procedure for such submission of plans and specifications;
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACB pursuant to this Declaration; and
- (iv) assuring the conformity and harmony of external design and general quality of River Oaks East.

b. The ACB shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACB's approval.

6. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACB. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACB in the Design Standards, including, without being limited to:

- a. a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks.
- b. a foundation plan;
- c. a floor plan;
- d. exterior elevations of all proposed Structures and alterations to existing Structures.
- e. specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and
- f. plans for landscaping and grading.

7. Approval of Plans and Specifications. Upon approval by the ACB of any plans and specifications submitted pursuant to this Declaration, one (1) copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACB and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACB's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or

Structure. Approval of any such plans and specifications relating to any lot or Structure, however, shall be final as to that lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

8. Disapproval of Plans and Specifications. The ACB shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

- a. the failure to include information in such plans and specifications as may have been reasonably requested;
- b. the failure of such plans or specifications to comply with this Declaration or the Design Standards;
- c. any other matter which, in the judgment of the ACB, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for River Oaks East as set forth in the Design Standards (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACB shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACB shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

9. Obligation to Act. The ACB shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACB, if granted, together with any conditions imposed by the ACB, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACB to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

10. Inspection Rights. The ACB through its authorized representatives may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

11. Violations. If any Structure shall be erected, placed, maintained or altered upon any lot, otherwise than in accordance with the plans and specifications approved by the ACB pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACB such violation shall have occurred, the ACB shall notify the Association and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the

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aforesaid notice of violation, then the Association shall have the Right of Abatement.

12. Certification of Compliance.

a. Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACB, the ACB shall, upon written request of the Owner thereof or upon the ACB's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACB.

b. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACB of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate shall in no way be construed to certify to any party that the structures have been built in accordance with any applicable rule or regulation.

13. Nondiscrimination by ACB. The ACB shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACB in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

14. Disclaimer as to ACB Approval. Plans and specifications are not reviewed for all systems, mechanical, plumbing, electrical, engineering, or structural design or quality of materials, and by approving such plans and specifications neither the ACB, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither, the Association, the ACB, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against, the Association, the ACB, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, premises, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of

or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE XI  
BOOKS AND RECORDS

A OFFICIAL RECORDS

1. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- a. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.
- b. A copy of the Bylaws of the Association and of each amendment to the Bylaws.
- c. A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- d. A copy of the declaration of covenants and a copy of each amendment thereto.
- e. A copy of the current rules of the Homeowners' Association.
- f. The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least 7 years.
- g. A current roster of all Members and their mailing addresses and parcel identifications.
- h. All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- i. A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- j. The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (1). Accurate, itemized, and detailed records of all receipts and expenditures.
- (2). A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- (3). All tax returns, financial statements, and financial reports of the Association.
- (4). Any other records that identify, measure, record, or communicate financial information.

2. INSPECTION AND COPYING OF RECORDS.—The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by

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having a copy of the official records available for inspection or copying in the community.

a. The failure of the Association to provide access to the records within 10 business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.

b. A Member who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50 per calendar day up to 10 days, the calculation to begin on the 11th business day after receipt of the written request.

c. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them. The books of accounting, general records, minutes, and Members name and address information shall, during reasonable business hours and upon reasonable notice and request be generally subject to inspection by any Member. The Restated Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association. The Board reserves the right to deny access or inspection of sensitive materials subject to Executive session meetings or otherwise exempt from general legal rights of inspection by the Members. Directors have an absolute right of inspection of all books and records of the corporation.

#### ARTICLE XII ASSESSMENTS:

1. As provided in the Restated Declaration, each Member is obligated to pay to the Association annual, special, and other assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and subject to late fees and/or interest as more fully provided in the Restated Declaration. As more fully provided therein, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non\_use of the Common Area or abandonment of his/her Lot.

#### ARTICLE XIII AMENDMENTS:

1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XV  
CONFLICTS

1. In the case of any conflict between the Articles of Incorporation and these Amended Bylaws, the Articles shall control; and in the case of any conflict between the Restated Declaration and these Bylaws, the Restated Declaration shall control.

ARTICLE XVI  
RECORD DATE

1. Only persons who are owners of record as of the date and time of any meeting shall be entitled to vote at that meeting. In a written ballot campaign, the date of record for voting purposes is the date the ballots are first due to be returned to the Association.

ARTICLE XVII  
NOTICES

1. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by first class mail. If delivery is made by mail, it shall be deemed to have been delivered forty eight (48) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the secretary for the purpose of service of such notice or to the residence site of such person if no address has been given to the secretary. Such address may be changed from time to time by notice in writing to the secretary.

ARTICLE XVIII  
CORPORATE SEAL

1. The Association may obtain and use a Corporate Seal with the Association's legal name and date of original incorporation in it, if desired.

ARTICLE XIV  
FISCAL YEAR

1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

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REVISED BYLAWS ADOPTED ON: 12/6/00  
Date

WITNESS MY HAND AND SEAL, this 23rd day of January, 2001.

Signed, sealed and delivered in the

Presence of:

[Signature]  
Witness Signature

[Signature]  
Witness Printed Name

[Signature]  
Witness Signature

Dawn J. VanGorder  
Witness Printed Name

RIVER OAKS EAST  
HOMEOWNERS'  
ASSOCIATION, INC.

By: [Signature]  
Geri Treppa, as Secretary  
10199 North Natchez Loop  
Dunnellon, Florida 34434

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 23rd day of Jan., 2001, by GERI TREPPA, as Secretary of River Oaks East Homeowners' Association, Inc., who is personally known to me or who did produce FL Drivers License #TL610-280-53519-0 as identification, and who did/did not take an oath.

Witness my hand and seal, the day and year last above written.

[Signature]  
Notary Public



Dawn J. VanGorder  
MY COMMISSION # CC945675 EXPIRES  
June 15, 2004  
BONDED THROUGH TROY FARM INSURANCE, INC.

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