

BY-LAWS
OF
RIVER RANCH RV RESORT
OWNERS ASSOCIATION, INC.
(Revision 2)

ARTICLE I. IDENTITY

The following By-laws shall govern the operation of RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC. ("Association"), being a Florida Not For Profit Corporation, organized and existing as the Homeowners' Association for RIVER RANCH RV RESORT ("Resort") located in Polk County, Florida.

Section 1. Stock or Certificates. The Office of the Association shall be at the Resort, or at such other place as may be subsequently designated by the Board of Directors.

Section 2. Seal. The seal of the Association shall bear the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

Section 3. Association. As used herein, the word "Association" shall be the equivalent of "Corporation."

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Stock or Certificates. The Association shall not issue stock or certificates.

Section 2. Membership.

- (a) Membership in the Association shall be limited to owners of lots in the Resort.
- (b) Transfer of Lot Ownership, either voluntarily or by operation of law, shall terminate membership in the Association of the prior owner and said membership shall become vested in the transferee. The new owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed if required by the Association.
- (c) If Lot Ownership is vested in more than one person, then all of the persons so owning said lot shall be members of the Association eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a lot shall be cast only by the "Voting Member".
- (d) Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a lot where the approval of the Board of Directors of the Association is required, as set forth in these By-laws and the Declaration of Covenants and Restrictions ("Declaration"), shall be accompanied by an application fee in the amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors, not to exceed Fifty Dollars (\$50.00).

Section 3. Voting.

- (a) The owner of record of each lot, in good standing, shall be entitled to one (1) vote for each lot owned, and the manner of exercising such voting right shall be determined by these By-laws.
- (b) Only one vote shall be cast for each lot. The vote of a lot shall not be divisible.
- (c) Good standing is defined as any member whose assessments are not delinquent in excess of 90 days.

Section 4. Quorum.

- (a) A quorum at a meeting of the voting members shall be 30 percent of the total voting members. A quorum includes both those voting members present at the meeting and voting members' proxies.
- (b) The term "majority" is used in these By-laws and other instruments in reference to voting by Association members, and Board of Directors, as being more than fifty percent (50%).
- (c) The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, these By-laws, or the Association Articles.

Section 5. Proxies.

- (a) Votes may be cast in person or by proxy.
- (b) To be valid, a proxy must be in writing, dated, must state the date, time, and place of the meeting for which it was given, must be signed by the authorized person who executed the proxy, and shall be filed with the Secretary prior to the meeting in which they are to be used.
- (c) Where a lot is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated.
- (d) A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given.
- (e) Every proxy shall be revocable at any time at the pleasure of the Lot Owner executing it.

Section 6. Designation of Voting Member.

- (a) If a lot is owned by one person, his right to vote shall be established by the record title to the lot.
- (b) If a lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated in a Certificate signed by all of the record owners of the lot and filed with the Secretary of the Association.
- (c) If a lot is owned by a Trust, the Trustee or Survivor-Trustee shall designate a Voting Member.
- (d) If a lot is owned by a corporation, the officer or employee thereof entitled to cast the vote of the lot for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Association. The person designated in these Certificates who is entitled to cast the vote for a lot shall be known as the "Voting Member". If such a Certificate is not on file with the Secretary of the Association for a lot owned by more than one person or by a corporation, the vote of the lot concerned shall not be considered in determining the

requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the lot, except if said lot is owned by a husband and wife. Such Certificate shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change in the ownership of the lot concerned. A Certificate designating the person entitled to cast the vote of a lot may be revoked by any owner thereof.

- (e) If a lot is jointly owned by a husband and wife, the following three (3) provisions are applicable thereto:
- (1) They may, but they shall not be required to designate a Voting Member.
 - (2) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a lot is not divisible.)
 - (3) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the lot vote, just as though he or she owned the lot individually, and without establishing the concurrence of the absent person.

Section 7. Approval or Disapproval of Matters.

- (a) Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the "Voting Member".

Section 8. Restraint Upon Assignment of Shares in Assets.

- (a) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot.

ARTICLE III. MEETINGS OF THE MEMBERSHIP

Section 1. Place.

- (a) All meetings of the Association membership shall be held at the Resort, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting.

Section 2. Annual Membership Meetings.

- (a) The Annual Meeting shall be held at the Resort in February or March of each year, as determined by the Board of Directors, for the electing of Directors and transacting of other business authorized to be transacted by the members. At the Annual Meeting, the voting members shall elect by a plurality vote (cumulative voting prohibited), the members of the Board of Directors replacing Directors whose terms have expired, and transact such other business as may properly be brought before the meeting.
- (b) The order of business at annual members' meetings, and, as far as practical to all other members' meetings, shall be as set by the President.
- (c) It shall be the duty of the Secretary to mail a Notice of each annual meeting, stating the time and place thereof to each Lot Owner of record, unless waived in writing.
- (1) Written notice of the annual meeting shall be given to each Lot Owner at least fourteen (14) days, and not more than sixty (60) days prior to the meeting. All notices shall be mailed to, served at the address of the Lot Owner as it appears on the books of the Association, or delivered by electronic means if the Lot Owner so directs the Secretary of the Association in writing.

- (2) Notice of the annual meeting shall be posted in a conspicuous place on the property at least fourteen (14) days prior to the meeting.
- (3) Proof of mailing of the notice for the annual meeting shall be in the form of a post office certificate of mailing.
- (4) Notice of Meeting may be waived before or after meetings.

Section 3. Special Membership Meetings.

- (a) Special meetings of the membership for any purpose or purposes, unless otherwise prescribed by Statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or, at the request, in writing of one-third (1/3) of the voting members of the Association, in good standing, which request shall state the purpose or purposes of the proposed meeting.
- (b) Notice of a Special Membership Meeting shall be given to each Lot Owner, at least five (5) days, but not more than fifteen (15) days, prior to such meeting.
- (c) Notice of any special meeting shall state the purpose thereof.
- (d) All notices shall be mailed to, served at the address of the Lot Owner as it appears on the books of the Association, or delivered by electronic means if the Lot Owner so directs the Secretary of the Association in writing.
- (e) Business transacted at all special meetings shall be confined to purposes stated in the notice thereof.

Section 4. Adjourned Meeting.

- (a) If any meeting of members cannot be organized because a quorum of Voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 5. Minutes of Meetings.

- (a) The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner and the minutes shall be kept in a book available for inspection by Lot Owners or their authorized representatives at any reasonable time.
- (b) The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE IV. DIRECTORS

Section 1. Membership.

- (a) The Board of Directors shall consist of not less than three (3), nor more than seven (7) members, elected from the membership at each annual meeting. Each Director shall be elected from the membership for a term of two (2) years. Terms will be staggered to allow three (3) Directors to be elected one year and four (4) Directors the following year.
- (b) Each member of the Board of Directors shall be either the owner of a lot or have a record interest therein.

Section 2. Removal of Directors.

- (a) Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, by a majority of the whole Board of Directors.
- (b) Any Director may be removed, with or without cause, by a concurrence of a majority of the voting members of the Association at a special meeting of the members called for that purpose.
- (c) A special meeting of the Lot Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Lot Owners giving notice of the meeting, as required for a meeting of Lot Owners, and the notice shall state the purpose of the meeting.
- (d) The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.
- (e) Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 3 below.

Section 3. Vacancies on Directorate.

- (a) Except as to vacancies provided by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.
- (b) The term of a new Director filling a vacancy shall be for the unexpired term of the previous Director, unless the new Director is removed as provided for herein.

Section 4. Disqualification and Resignation of Directors.

- (a) Any Director may resign at any time by sending a written notice of such resignation to the office of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Association.
- (b) More than three (3) consecutive absences from regular or special meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.
- (c) In the event a Director ceases to be an owner of a lot or have an interest therein, or in the event a corporate Director, ceases to be an officer of said corporation, then the directorship shall immediately and automatically terminate.
- (d) No member shall continue to serve on the board should he be more than sixty (60) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Section 5. Election of Directors.

- (a) The Lot Owners shall elect the members of the Board of Directors from the membership.

Section 6. Term.

- (a) The term of each Director's service shall extend until the annual meeting of the members at which his term expires pursuant to the terms of Article IV, Section 1, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 7. Regular Board Meetings.

- (a) The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate, and such meetings shall be open to all Lot Owners.
- (b) Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone, telegraph, other electronic means, FedEx, UPS, or similar common carrier, at least five (5) days prior to the day named for such meetings.
- (c) Notice of such meetings, except in an emergency, shall be posted conspicuously in the Resort Two (2) days in advance for the attention of the Lot Owners.

Section 8. Special Board Meetings.

- (a) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors.
- (b) Not less than two (2) days notice of the meeting shall be given personally or by mail telephone or telegraph, other electronic means, Fedex, UPS, or similar common carrier, which notice shall state the time, place and purpose of the meeting.
- (c) Notice of such meetings, except in an emergency, shall be posted conspicuously in the Resort two (2) days in advance for the attention of the Lot Owners.

Section 9. Directors' Waiver of Notice.

- (a) Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.
- (b) Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof.

Section 10. Quorum.

- (a) At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors,
- (b) The Board of Directors may permit any or all Directors to participate in a Regular or Special Meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.
- (c) If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

Section 11. Presiding Officer.

- (a) The presiding officer at Directors' meetings shall be the President.
- (b) In the absence of the President, the Directors present shall designate another Director or Member to preside.

Section 12. Assessments.

- (a) Notice of any meeting in which assessments against Lot Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 13. Compensation.

- (a) The Directors' fees, if any, shall be determined and approved by the concurrence of at least a majority of voting members of the Association in good standing, present in person or by proxy, at any regular or special meeting of the Lot Owners called for that purpose, at which a quorum has been attained.

Section 14. Powers and Duties.

- (a) The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these By-laws directed to be exercised and done by the Lot Owners. These powers shall specifically include, but shall not be limited to the following:
- (1) To exercise all powers specifically set forth in the Declaration, in these By-laws, the Articles of Incorporation of this Association, and the powers incident thereto.
 - (2) To make and collect assessments against members to defray the costs, expenses, and losses of the Association and to use and expend the assessments to carry out the purposes and powers of the Association.
 - (3) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Resort and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.
 - (4) To make and amend regulations respecting the operation and use of the common elements and Resort property and the use and maintenance of the lots therein.
 - (5) To contract for the management of the Resort and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and operation and maintenance of the common elements. ~~The Association shall, however, retain at all times the powers and duties granted them by the Declaration, the Articles of Incorporation and the By-laws of the Association.~~
 - (6) Designate one or more committees, which to the extent provided in the resolution designating such committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Such committee shall consist of at least three (3) members of the Association, one of which shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.
 - (7) To use and disburse the proceeds of assessments in the exercise of its powers and duties.
 - (8) To maintain, repair, replace and operate the Resort property and common elements contained therein.

- (9) To reconstruct improvements after casualty and further improve the Resort property pursuant to the terms of the Declaration.
 - (10) To enforce by legal means the provisions of the Declaration, Articles of Incorporation, the By-laws of the Association and the rules and regulations for the use of the property, including the enforcement by legal means of the collection of assessments.
 - (11) To pay taxes and assessments which are liens against any part of the Resort other than individual lots and the appurtenances thereto, and to assess the same against the lots subject to such lien.
 - (12) To pay all the cost of all power, water, sewer and other utility services rendered to the Resort and not billed to the owners of individual lots.
 - (13) To purchase insurance upon the Resort property and insurance for the protection of the Association and its members as Lot Owners, as well as liability insurance for the protection of the Directors and officers of the Association.
 - (14) To approve or disapprove of the repair or replacement of any improvements or landscaping to be constructed on the Resort property, as provided in the Declaration.
 - (15) To levy fines against unit owners for violations of the rules and regulations established by the Association in accordance with their By-laws and the Declaration.
- (b) The foregoing powers shall be exercised by the Board of Directors or its contractor or employees subject only to approval by Lot Owners when such is specifically required.

ARTICLE V. OFFICERS

Section 1. Elective Officers.

- (a) The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.
- (b) One person may not hold more than one (1) of the aforesaid offices, except one person may be both Secretary and Treasurer.
- (c) The President and Vice President shall be members of the Board of Directors.

Section 2. Election.

- (a) The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers.

- (a) The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary, and grant them the authority to accomplish the duties it deems appropriate.

Section 4. Term.

- (a) The officers of the Association shall hold office until their successors are chosen and qualify in their stead.

- (b) If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. Unless otherwise provided in these By-laws, the officers shall serve without compensation.

Section 5. President.

- (a) The President shall be the chief executive officer of the Association.
 (b) He shall preside at all meetings of the Lot Owners and of the Board of Directors.
 (c) He shall have executive powers and general supervision over the affairs of the Association and other officers.
 (d) He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. Vice President.

- (a) The Vice President shall perform all of the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. Secretary and Assistant Secretary.

- (a) The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Lot Owners.
 (b) He shall attend and keep the minutes of all Board of Director and Association meetings.
 (c) He shall keep all the Association's books, records and papers except those kept by the Treasurer.
 (d) He shall have custody of the seal of the Association.
 (e) The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or incapacitated.
 (f) The duties of the Secretary may be fulfilled by a manager employed by the Association.

Section 8. Treasurer and Assistant Treasurer.

- (a) The Treasurer shall have custody of the Association funds, evidences of indebtedness and securities.
 (b) He shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association in accordance with good accounting practices.
 (c) He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.
 (e) The books shall reflect an account for each lot in the Resort.
 (f) He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-laws, making proper vouchers for such disbursements.
 (g) He shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.
 (h) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
 (i) He shall give the status reports to potential transferees, on which reports the transferees may reply.

- (j) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

Section 9. Indemnification of Directors and Officers.

- (a) Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director, or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.
- (b) Expenses incurred in defending a suit or proceeding, whether civil, criminal, administrative or investigative, may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these By-laws.
- (c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-laws.

ARTICLE VI. FISCAL MANAGEMENT

Section 1. Depositories.

- (a) The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors.
- (b) The funds of the Association shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors.
- (c) The provisions of a management agreement between the Association and a manager relative to depositing and withdrawal of Association funds shall supersede the provisions hereof.
- (d) Obligations of the Association shall be signed by at least two (2) Directors of the Association.

A TRUE COPY
 CERTIFICATION ON LAST PAGE
 RICHARD W. WEISS, CLERK

Section 2. Fidelity Bonds.

- (a) The Treasurer and all officers or Directors who are authorized to sign checks, or who control or disburse funds of the Association, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors.
- (b) The premiums on such bonds shall be paid by the Association.
- (c) The bond shall be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account and shall be in an amount not less than that required by the Board of Directors.

Section 3. Fiscal Year.

- (a) The fiscal year for the Association shall begin on the first day of January of each year.
- (b) The Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time the Board of Directors deems it advisable.

Section 4. Accounts.

- (a) The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.
 - (1) Current Expense. Current expense shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This shall include but not be limited to:
 - (1a) Cost for security, if any
 - (1b) Professional, administration and management fees and expenses;
 - (1c) Taxes;
 - (1d) Expense for refuse collection and utility services;
 - (1e) Expense for lawn care;
 - (1f) Cost for building and common element, maintenance and repair occurring annually;
 - (1g) Insurance costs;
 - (1h) Administrative and salary expenses;
 - (1i) Cost for recreation facilities;
 - (1j) Other expenses;
 - (1k) Operating capital.
 - (2) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.
 - (3) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
 - (4) Improvements. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

Section 5. Budget.

- (a) The Board of Directors shall adopt a budget for the Resort for each calendar year which shall include the estimated funds required to defray the current expense of the Association.
- (b) The Board of Directors shall provide funds for the foregoing reserves, unless the members of the Association have, by a vote of the majority of the voting members present at a duly called elect to provide no reserves or reserves less adequate than provided for above or by statute for a fiscal year.
- (c) The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to maintain, repair and replace the common elements and the limited common elements of the Resort. Docks or seawalls are limited common elements for the benefit of the Lot Owner. Their maintenance, repairs, and replacements are the responsibility of the Lot Owner.
- (d) A copy of the proposed annual budget of common expenses shall be mailed to the Lot Owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting.
- (e) The Lot Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Lot Owners.
- (f) If a budget is adopted by the board of Directors which requires assessment against the Lot Owners in any fiscal year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the Lot Owners to the Board of Directors, a Special Meeting of the Lot Owners shall be held upon not less than ten (10) days' written notice to each Lot Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which Special Meeting, Lot Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all Lot Owners. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. There shall also be excluded from such computation assessments for improvements to the Resort property.
- (g) The proposed annual budget of the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expenses classifications.
 - (1) In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance and repair and replacement of the common elements that must be replaced on a periodic basis. These accounts shall include, but not be limited to pavement resurfacing, roof replacement and building painting.
 - (2) The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.
 - (3) Such reserve accounts may be deleted from the budget or reduced, if the membership of the Association has, by an affirmative majority vote at a duly called meeting of the Association, has, determined for a fiscal year to provide no reserve or reserves less adequate than set out herein.

Section 6. Assessments.

- (a) Assessments against the Lot Owners for their shares of the items of the budget shall be made in advance on or before December 20, preceding the year for which the assessments are made.
- (b) Such assessments shall be due on January 1 of the assessment year but at the discretion of the Board of Directors may be payable in twelve (12) equal monthly installments, one of which shall come due on the first day of each month of the year for which the assessments are made.
- (c) Assessments shall be payable not less frequently than quarterly.
- (d) Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- (e) If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment.
- (f) In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.
- (g) The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

Section 7. Application of payments and Commingling of Funds.

- (a) All sums collected by the Association from assessments may be commingled in a single fund, or divided into more than one fund, as determined by the Board of Directors.
- (b) All assessment payments by a Lot Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses or advances, as provided herein and in the Declaration and general or special assessments in such manner as the Board of Directors determine in its sole discretion.

Section 8. Annual Audit.

- (a) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant.
- (b) A copy of the report shall be available for inspection by the members at the office of the Association not later than three (3) months after the end of the year for which the report is made.

Section 9. Acceleration of Assessments; Installments Upon Default; Lien of Association.

- (a) If a Lot Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments of the assessment for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the Lot Owner.

ARTICLE VII. SUBSTANTIAL ADDITIONS OR ALTERATIONS

- (a) There shall be no substantial alterations, improvements or additions to the Common Elements or Limited Common Elements without prior authorization by the Board of Directors of the Association, and concurrence of at least a majority of the voting members of the Lot Owners present in person or by proxy, at any regular or special meeting of the Lot Owners called for that purpose, at which a quorum has been attained.

ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. Violations.

- (a) In the event of a violation (other than the nonpayment of an assessment) by the Lot Owner of any of the provisions of the Declaration, these By-laws, the Articles of Incorporation, or any Rules or Regulations, the Association, by direction of its Board of Directors, may notify the Lot Owner by written notice of said breach, transmitted by mail.
- (b) If such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation an intentional and inexcusable and material breach of the Declaration, these By-laws, the Articles of Incorporation, or the Rules and Regulations, and the Association may then, at its option, have the following remedies:
- (1) The Association may suspend, for a reasonable time, the rights of a member or a member's guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000, and is subject to the current Florida Homeowners' Associations' laws and procedures.
 - (2) An action at law to recover damages on behalf of the Association or on behalf of the other Lot Owners.
 - (3) An action in equity to enforce performance on the part of the Lot Owner.
 - (4) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.
 - (5) Upon a finding by the court that the violation complained of has occurred, the Lot Owner so violating shall reimburse the Association for reasonable attorneys' fees and costs incurred by it in bringing such action.
- (c) Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from the date of a written request, signed by a Lot Owner, sent to the Board of Directors, shall authorize any Lot Owner to bring an action in equity or suit at law on account of the violation.
- (d) Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Lot Owner as a specific item which shall be a lien against such lot with the same force and effect as if the charge were a part of the common expense.

Section 2. Negligence or Carelessness of Lot Owner, etc.

- (a) All Lot Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agent or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, if any. Such liability shall include an increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any lot or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.
- (b) The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said Lot Owner as a specific item which shall be a lien against said lot with the same force and effect as if the charge were a part of the common expense. Said lien shall be subordinate to the lien of any institutional first mortgage on given note.

Section 3. Costs and Attorney's Fees.

- (a) In any proceeding brought by the Association, or Lot Owner to enforce the provisions of the Declaration, these By-laws, any rules and regulations promulgated thereunder, or the Articles of Incorporation, arising because of an alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights.

- (a) The failure of the Association or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Resort documents shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition in the future.

Section 5. No Election of Remedies.

- (a) All rights, remedies and privileges granted to the Association or Lot Owners pursuant to any terms, provisions, covenants or conditions of the Resort documents, shall be deemed to be cumulative.
- (b) The exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Resort documents, or at law, or in equity.

ARTICLE IX. ACQUISITION OF LOTSSection 1. Foreclosure Sale.

- (a) At any foreclosure sale of a lot the Board of Directors may, acquire in the name of the Association, a lot being foreclosed upon.
- (b) The term "foreclosure" as used in this section shall mean and include foreclosure of any lien, including a lien for assessments.
- (c) The power of the Board of Directors to acquire a lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Association, to do so at any foreclosure sale.

A TRUE COPY
 CERTIFICATION ON LAST PAGE
 RICHARD M. WEISS, CLERK

ARTICLE X. AMENDMENT TO THE BY-LAWS

- (a) These By-laws may be amended by a resolution adopting a proposed amendment bearing the approval of the Board of Directors of the Association, and concurrence of at least a majority of the voting members of the Lot Owners in good standing, present in person or by proxy, at any regular or special meeting of the Lot Owners called for that purpose, at which a quorum has been attained.
- (b) Good Standing is defined as any Lot Owner(s) whose assessments are not delinquent in excess of ninety (90) days.
- (c) Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each member entitled to vote at such meeting in accordance with the Articles of Incorporation or By-laws.
- (d) Any number of amendments may be submitted and voted upon at any one meeting.
- (e) These By-laws may also be amended by the Board of Directors of the Association to maintain compliance with then current State of Florida Statutes, in lieu of the above procedure.
- (f) Non-material errors or omissions in the By-law amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XI. NOTICES

- (a) Whatever notices are required to be sent, hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration, or these By-laws.

ARTICLE XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

- (a) The termination of membership in the Association shall not relieve or release such former owner or member from any liability for obligations incurred under or in any way connected with the Resort during the period of such owner's membership.
- (b) Termination of membership in the Association shall not impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII. LIMITATION OF LIABILITY

- (a) Notwithstanding the duty of the Association to maintain and repair parts of the Resort property, the Association shall not be liable of injury or damage caused by a latent condition in the property, nor the injury or damage caused by the elements, or by other owners or persons.

ARTICLE XIV. PARLIAMENTARY RULES

- (a) Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation or these By-laws.

- (b) Any errors of, or omissions from Robert's Rules of Order will not void an otherwise legal action or vote taken by the Board of Directors or the membership.

ARTICLE XV. LIENS

Section 1. Protection of Property.

- (a) All liens against a lot, other than for permitted mortgages, taxes or special assessments, or as provided for in Article VIII, Section 2 hereof, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches.
- (b) All taxes and special assessments upon a lot shall be paid before becoming delinquent, as provided in these Resort documents, or By-law, whichever is sooner.

Section 2. Notice of Lien.

- (a) A Lot Owner shall give notice to the Association of every lien upon his lot, other than for permitted mortgages, taxes and special assessments, or said Article VIII, Section 2 liens, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit.

- (a) Lot Owners shall give notice to the Association of every suit or other proceedings which will or may affect title to his lot or any other part of the property, such notice to be given within five (5) days after the Lot Owner receives notice thereof.

Section 4.

- (a) Failure to comply with this Article concerning liens will not effect the validity of any judicial sale.

Section 5. Permitted Mortgage Register.

- (a) The Association shall maintain a register of all permitted mortgages and at the request of a mortgagee the Association shall forward copies of all notices for unpaid assessments or violations served upon a Lot Owner to said mortgagee.

ARTICLE XVI. RULES AND REGULATIONS

Section 1. As to Common Elements.

- (a) The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Resort and any facilities or services made available to Lot Owners.
- (b) The Board of Directors shall from time to time post in a conspicuous place on the Resort property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. As to lots.

- (a) The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the lot(s).

- (b) Copies of such rules and regulations are furnished to each Lot Owner upon becoming effective and, where applicable or desirable, copies thereof shall be posted in a conspicuous place.

Section 3. Building Rules and Regulations.

- (a) The building rules and regulations are described in the Declaration, as recorded in the public records of Polk County, Florida.
- (b) The Lot Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.
- (c) If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-laws and the Declaration, the provisions of the Declaration shall prevail.

CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act. RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at P.O. Box 30529, 3400 River Ranch Boulevard, River Ranch, Florida 33867-0529, has named Tom Rhodes, CAM Manager, located at the above registered office, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open such offices.

By: 
Registered Agent

Dated: MAR 20, 2001

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD W. WEISS, CLERK

This instrument prepared by
and after recording return to:

Ryan D. Nelson
Hatch & Doty, P.A.
1701 Highway A1A
Suite 220
Vero Beach, Florida 32963

**FIRST AMENDMENT TO BY-LAWS OF RIVER RANCH RV RESORT
OWNERS ASSOCIATION, INC., (Revision 2)**

STATE OF FLORIDA
COUNTY OF POLK

This First Amendment to By-laws of River Ranch RV Resort Owners Association, Inc., made on the date hereinafter set forth, by River Ranch RV Resort Owners Association, Inc., a Florida not for profit corporation, its successors or assigns, (the "ASSOCIATION").

WITNESSETH:

WHEREAS, Outdoor Resorts River Ranch RV Resort Property Owners' Association, Inc., filed its Bylaws with the Florida Department of State on January 26, 1987 (the "BYLAWS");

WHEREAS, the ASSOCIATION caused to be recorded a Certificate of Amendment and Restatement of Declaration of Covenants and Restrictions, Articles of Incorporation and River Ranch RV Resort Owners Association, Inc., f/k/a Outdoor Resorts River Ranch RV Resort Property Owners' Association, Inc., (including corporate name change), in Official Records Book 04654, at Page 0777, of the Public Records of Polk County;

WHEREAS, the ASSOCIATION caused to be recorded By-laws of River Ranch RV Resort Owners' Association, Inc., (Revision 2) in Official Records Book 04654, at Page 0788, of the Public Records of Polk County;

WHEREAS, the ASSOCIATION desires to amend the BYLAWS pursuant to the requirements of Article X of the BYLAWS, to change the amount of the application fee specified in Article II, Section 2;

WHEREAS, Article X of the BYLAWS permits amendment to the BYLAWS upon approval

KIVER RANCH RV RESORT
30529 RIVER RANCH BLVD
RIVER RANCH, FL 33867

by the ASSOCIATION's Board of Directors and concurrence by at least 51% of the Lot Owners in good standing;

WHEREAS, pursuant to Article X of the BYLAWS, the Lot Owners and the ASSOCIATION Board of Directors voted on and approved a resolution adopting this First Amendment to the BYLAWS, (the "FIRST AMENDMENT"); and

WHEREAS, the Officers of the ASSOCIATION have executed a Certificate certifying the adoption of this FIRST AMENDMENT, and attached this FIRST AMENDMENT to said Certificate as Exhibit 1, and will record said Certificate in the Public Records of Polk County, Florida;

NOW, THEREFORE, the ASSOCIATION makes the following amendments:

1. The foregoing recitals are hereby incorporated as if fully set forth herein. This FIRST AMENDMENT modifies and amends the BYLAWS.

2. Except as modified or amended herein, the original terms of the BYLAWS shall remain in full force and effect.

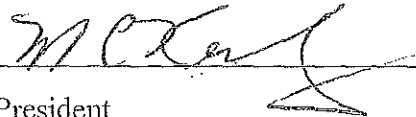
3. Article II, Section 2(d) is amended to change the application fee from Fifty Dollars (\$50.00) to One Hundred Dollars (\$100.00).


4. The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of the BYLAWS or any Amendment thereof, along with any Exhibit attached thereto, shall not affect the validity of the remaining portions of said documents.

IN WITNESS WHEREOF, the ASSOCIATION executed this FIRST AMENDMENT to By-laws of River Ranch RV Resort Owners Association, Inc., (Revision 2), this 10th day of March, 2007.

Signed, sealed, and

delivered in our presence:

By  _____
President

By  _____
Secretary

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10 day of March, 2007, by Mike Kerley and Nate (Ignatius) Spera, President and Secretary, respectively, of River Ranch RV Resort Owners Association, Inc., a Florida not for profit Corporation.

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Tanisha Marie Vargas

NOTARY PUBLIC

This Instrument Was Prepared By:
ALBERT C. GALLOWAY, JR.
FLORIDA BAR NO. 475602
ALBERT C. GALLOWAY, JR., P.A.
PO BOX 3339
Lake Wales, FL 33853

**SECOND AMENDMENT TO BY-LAWS OF
RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC.**

STATE OF FLORIDA
COUNTY OF POLK

This Second Amendment to the By-Laws of River Ranch RV Resort Owners Association, Inc., made on the date hereinafter set forth, by River Ranch RV Resort Owners Association, Inc., a Florida not for profit corporation, its successors or assigns, (the "ASSOCIATION").

WITNESSETH:

WHEREAS, Outdoor Resorts River Ranch RV Resort Property Owners' Association, Inc., filed its Bylaws with the Florida Department of State on January 26, 1987 (the "BYLAWS"); and

WHEREAS, the ASSOCIATION caused to be recorded a Certificate of Amendment and Restatement of Declaration of Covenants and Restrictions, Articles of Incorporation and River Ranch RV Owners Association, Inc., f/k/a Outdoor Resorts River Ranch RV Resort Property Owners' Association, Inc., (including corporate name change), in Official Records Book 04654, at Page 0777, of the Public Records of Polk County, Florida; and

WHEREAS, the ASSOCIATION caused to be recorded By-laws of River Ranch RV Resort Owners' Association, Inc., (Revision 2) in Official Records Book 04654, at Page 0788, of the Public Records of Polk County, Florida; and

WHEREAS, the ASSOCIATION desires to amend the BYLAWS pursuant to the requirements of Article X of the BY-LAWS; and

WHEREAS, Article X of the BY-LAWS permits amendment to the BY-LAWS upon approval by the ASSOCIATION's Board of Directors and concurrence by at least 51% of the Lot Owners in good standing; and

WHEREAS, pursuant to Article X of the BY-LAWS, the Lot Owners and the ASSOCIATION Board of Directors voted on and approved a resolution adopting this Second Amendment to the BY-LAWS, (the "SECOND AMENDMENT"); and

WHEREAS, the Board of Directors of the ASSOCIATION and the membership approved the adoption of this SECOND AMENDMENT at the annual meeting held on March 25, 2016, as reflected in the minutes of said meeting; and

WHEREAS, this Second Amendment and subsequent amendments will be maintained among the corporate records of the ASSOCIATION.

NOW, THEREFORE, the ASSOCIATION makes the following amendments:

1. Article IV. Directors, Section 1. Membership is revised as follows:
 - (a) The Board of Directors shall consist of not less than three (3), nor more than seven (7) members, elected from the membership at each annual meeting. Each Director shall be elected from the membership for a term of three (3) years. Terms will be staggered to allow three (3) Directors to be elected one year, two (2) Directors the next year and two (2) Directors the following year.
 - (b) Each member of the Board of Directors shall be either the owner of a lot or have a recorded interest therein. Only one owner or person with a recorded interest therein may serve on the Board at the same time.
2. Article VI. Fiscal Management, Section 5. Budget is revised as follows:
 - (a) The Board of Directors shall adopt a budget for the resort for each calendar year which shall include the estimated funds required to meet current expenses and required reserves for operation of the association. The Board of Directors shall have the discretion to reallocate reserve funds as required to a pooled reserve base to complete designated capital improvements for which reserve funds are allocated.
 - (c) The Board of Directors is specifically empowered, on behalf of the ASSOCIATION, to make and collect assessments and to maintain, repair and replace the common elements and the limited common

elements of the Resort. Docks or seawalls are limited common elements for the benefit of the lot owner. Their maintenance, replacements and repairs (docks and seawalls) are the responsibility of the benefitted lot owners. The Board of Directors at its discretion may pool the reserve expenditures to complete designated capital improvements as needed.

IN WITNESS WHEREOF, the ASSOCIATION has executed this SECOND AMENDMENT to the BY-LAWS of River Ranch RV Resort Owners Association, Inc., this 12 day of May, 2017.

Signed, sealed, and delivered in our presence:

By [Signature]
Vice President

By [Signature]
Community Association Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12 day of May, 2017, by Octavio Morales and Eric Suesz, Vice President and Community Association Manager, respectively, of River Ranch RV Resort Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

Personally Known OR Produced Identification

Type of Identification Produced _____

[Signature]
NOTARY PUBLIC

