

OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR

THE BELLE RIVE VILLAS RECREATION ASSOCIATION PROPERTY

20

KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Condominium of Belle Rive Villas I, A Condominium, recorded in Volume 5374, Page 1072 of the public records of Duval County, Florida, as amended by the First Amendment to Declaration of Condominium, as recorded in Volume 6412, Page 601 and the Second Amendment to Declaration of Condominium, as recorded in Volume 6445, Page 1361, all in the public records of Duval County, Florida (the "Original Declaration") is hereby further amended to establish the following two instruments, which together shall completely amend, restate and replace the Original Declaration:

Amended and Restated Declaration of Condominium for Belle Rive Villas I, a Condominium, which has been approved and is being recorded simultaneously with this instrument, and

This Declaration of Covenants, Conditions, Easements and Restrictions for the Belle Rive Villas Recreation Association Property.

RECITALS:

A. The Original Declaration requires that Belle Rive Villas Condominium Association, Inc., a Florida not-for-profit corporation (known in the Original Declaration as the "Association"), govern and maintain both Belle Rive Villas I, a Condominium (the "Condominium") and recreational facilities known in the Original Declaration as the "Association Owned Property."

B. Article XXXII contemplates that new, separate condominiums could be created within the larger area defined in the Original Declaration as the "Project." Upon the creation of such new condominiums, the Original Declaration contemplates that the new condominium would also be governed by the Association, and the new members would share the use of the Association Owned Property.

C. To date, no additional condominiums have been created. However, the developer of the Condominium, Belle Rive Villas Development, Inc., (the "Developer") has developed within the Project an apartment project (the "Apartment Property") which the Developer may submit to condominium regime at a later date.

D. The Association and the Developer have recorded a Restated Easement Agreement at Volume 6934, Page 225 of the public records of Duval County, Florida ("Easement Agreement") which, among other things, grants the Apartment Property (as defined in the Easement Agreement) use of the Association Property. Within the Easement

Return to U.S. Title One San Jose Place St. 16 Jacksonville, FL 32257

OFFICIAL RECORDS

Agreement, the Developer agreed to pay all expenses for the repair, maintenance and general upkeep of the clubhouse, swimming pool and swimming pool area located within the Association Owned Property.

E. Control of the Board of Directors of the Association has not been turned over to owners other than the Developer.

F. A new Florida not-for-profit corporation, the Belle Rive Villas I Condominium Owners' Association, Inc. (the "Owners' Association"), has been created by the execution of Articles of Incorporation which shall be filed with the Florida Department of State. The Articles and Bylaws of the new corporation are attached as an exhibit to the Amended and Restated Declaration of Condominium for Belle Rive Villas I.

G. The existing Association, the Belle Rive Villas Condominium Association, Inc. shall be renamed as the Belle Rive Villas Recreation Association, Inc. (the "Recreation Association"), and amended and restated Articles of Incorporation are to be filed with the Florida Department of State. The amended and restated Articles and Bylaws of the Recreation Association are attached as Exhibit A and B to this Amendment.

H. In accordance with the provisions of Article IX for Amendment to the Original Declaration, not less than seventy-five percent (75%) of the entire membership of the Board of Directors and not less than seventy-five percent (75%) of the vote of all the Association Members Entitled to Vote who own a Condominium Parcel, have approved a plan to assign to the Owners' Association all rights and responsibilities of the Association concerning the maintenance and management of the Condominium, while retaining within the Recreation Association all rights and responsibilities for the ownership, maintenance and management of the Association Owned Property (hereinafter redesignated the "Recreation Association Property").

I. All provisions pertaining to the operation of the Condominium are contained in the Amended and Restated Declaration of Condominium for Belle Rive Villas I, a Condominium, which has been approved and is being recorded simultaneously with this instrument. All provisions pertaining to the operation of the Recreation Association Property are contained in this Declaration of Covenants, Conditions, Easements and Restrictions for the Belle Rive Villas Recreation Association Property. Together, the two documents completely amend, restate and replace the Original Declaration, except to the extent that certain exhibits or provisions are specifically incorporated by reference.

J. Use of the Recreation Association Property is shared by the Condominium and non-condominium property, including without limitation the Apartment Property. The Recreation Association, under its amended and restated articles of incorporation and this

OFFICIAL RECORDS

Declaration, is not intended to be a condominium association under Chapter 718, Florida Statutes (the "Condominium Act").

K. The proposed change to the Original Declaration is so extensive that underlining and striking through existing text would hinder, rather than assist, the understanding of the proposed amendments.

DECLARATION:

(Note: Substantial rewording of Declaration of Condominium. See all sections and articles for present text.)

The Recreation Association Property is hereby made subject to this Declaration of Covenants, Conditions, Easements and Restrictions for the Belle Rive Villas Recreation Association Property (the "Declaration"), which shall run with title to, and be binding upon, the Recreation Association Property, the Condominium and the Apartment Property, all as defined above, along with any Additional Property, as defined in the Original Declaration, developed by the Developer and submitted to this Declaration.

1. Recreation Association.

(a) Formation. The amended and restated Articles and Bylaws of the Association, which shall now be known as the Recreation Association, are hereby adopted.

(b) Rights, Duties. The Recreation Association shall own, operate, maintain, manage and repair the Recreation Association Property, and shall have no other responsibilities (including any responsibilities under the Original Declaration), except as expressly provided in this Declaration. Except as expressly modified by this Declaration, the Recreation Association shall have all rights of the Association as they relate to the Association Owned Property under the Original Declaration.

(c) Cost. The cost of maintaining the Recreation Association Property shall be paid by the Developer, in accordance with the Easement Agreement, except that the cost of insurance and real property taxes for the Recreation Association Property, if such taxes are separately assessed, shall be assessed to the Condominium unit owners on a prorata basis, based on the number of Condominium units as a percent of the total number of residential dwelling units which may use the Recreation Association Property. Assessments for insurance and taxes may be made quarterly or annually, or, by agreement between the Recreation Association and the Owners' Association, may be billed by the Owners' Association with the Condominium assessments and paid over to the Recreation Association. As an example and not as a limitation of the Recreation Association's rights, the rights of the Recreation Association under the Original Declaration to assess unit owners

OFFICIAL RECORDS

and lien units for unpaid assessments as provided under the Original Declaration as it pertains to the costs described in this paragraph are hereby removed from the Original Declaration, and incorporated into this Declaration by reference.

(d) Reserved Rights. Article XVIII ("Easements") of the Original Declaration is hereby incorporated into this Declaration by reference.

2. Limitation. Other than as stated above, the Developer shall have no other responsibilities to the Owners' Association accruing after the date of this Declaration. Except as otherwise set forth in this Declaration, the Recreation Association shall no longer have any rights, powers or responsibilities pertaining to the Condominium, or to assess Condominium Unit Owners. Except as specifically described in this Declaration, nothing herein shall be construed to limit any rights of the Developer remaining under the Original Declaration. The Owners' Association shall have no rights, powers or responsibilities pertaining to the Recreation Association Property, except that members of the Owners' Association shall also be members of the Recreation Association and in that capacity shall have rights and responsibilities concerning the Recreation Association Property as provided by this Declaration.

3. Amendment. Provisions of this Declaration may be amended only by written consent of the Developer and two-thirds (2/3) of the unit owners of the Condominium.

4. Consent to Easement Agreement. The Condominium unit owners, by their approval of this Declaration as members of the existing association and as members of the Owners' Association, specifically consent to the Easement Agreement and further expressly ratify, reaffirm, re-establish and to the extent as may be necessary, reconvey, all matters therein.

5. Nondiscrimination: Rules and Regulations. Nothing in this Declaration shall be construed to impair in any way the rights of the Condominium Unit Owners to use the Recreation Association Property as set forth in the Original Declaration. Condominium unit owners shall be entitled to use the Recreation Association Property at all reasonable times on the same basis as residents of the Apartment Property, without charge, other than reasonable damage deposits and fines for violations of rules uniformly applied. Any rules and regulations adopted by the Board of Directors of the Recreation Association must be uniformly applied to all Condominium unit owners and residents of the Apartment Property.

6. Additional Condominium or Other Residential Units.

(a) Conversion to Condominium. Notwithstanding anything in the Articles of Incorporation and Bylaws of the Recreation

OFFICIAL RECORDS

Association to the contrary, if the Apartment Property is ever converted to a condominium form of ownership, at the time that a majority of the converted units have been conveyed to owners other than the developer, Class A and B membership, as defined in the Articles of Incorporation, shall be merged, and each condominium unit owner shall have one vote. After that time, any amendment to this Declaration, the Articles of Incorporation or Bylaws of the Recreation Association shall require a two-thirds (2/3) vote of the unit owners of each condominium.

(b) Expandable Association. The Developer may add to the Recreation Association any residential units developed within the Additional Property, as defined in the Original Declaration. Any such additional units shall contribute, on a per unit basis; at least as much as the Condominium units, and shall have use rights no more favorable than the Condominium unit owners. The Developer shall have the following options concerning voting rights of the new units:

(i) If the classes of membership have not been previously dissolved, the new units may be controlled by the Developer as part of the Class B membership, or the Developer may create a new Class C membership with rights similar to Class A membership. Each unit owner of a residential unit in the Additional Property shall have one vote as a Class C member. Any Amendment to this Declaration, Articles of Incorporation or Bylaws shall require approval in writing of two-thirds (2/3) of each class of membership.

(ii) If Class A and B memberships have been previously dissolved, each unit owner of a residential unit in the Additional Property shall have one vote. However, the developer of the residential units may not acquire or regain control of the Recreation Association by the creation of the additional units. Any Amendment to this Declaration, Articles of Incorporation or Bylaws shall require approval in writing of two-thirds (2/3) of the unit owners of the Condominium, the condominium converted from the Apartment Property, and the owners of units within the Additional Property.

(ii) If sufficient, separately owned additional units (i.e., condominiums or other separate fee ownership, rather than an apartment project) are established on the Additional Property and conveyed to owners other than the developer so that those units, when added to the Condominium units, exceed the number of units on the Apartment Property, then Class A and B memberships shall be dissolved, and each unit owner shall have one vote. However, after such dissolution, the developer of the residential units may not have, acquire or regain control of the Recreation Association by the creation of the additional units. Any Amendment to this Declaration, Articles of Incorporation or Bylaws shall require approval in

OFFICIAL RECORDS

writing of two-thirds (2/3) of the unit owners of the Condominium and the owners of units within the Additional Property, and approval of the owner of the Apartment Property.

7. Acceptance. By their execution of this Declaration, the Recreation Association (formerly the Association) and Owners' Association accept the rights and responsibilities stated in this Declaration, and Belle Rive Villas Development, Inc., the developer of the condominium, joins and accepts this Declaration.

8. Title. This Declaration shall run with the land and be binding upon any successors in title. The Recreation Association may sell, lease, convey, exchange or otherwise dispose of the Recreation Association Property by adoption of a resolution by its Board of Directors, which must be approved in the same manner as an amendment to this Declaration.

9. Interpretation. This Amendment shall be liberally construed to accomplish the intent of the parties. If any portion of this Declaration is found to be invalid, the parties shall endeavor to revise this Declaration, and if unable to reach agreement, any party may apply to any court of competent jurisdiction to reform this Declaration. In the event of such reformation, to the greatest extent possible, valid provisions shall remain intact. In the event of a conflict among this Declaration, the Articles of Incorporation or Bylaws of the Recreation Association, this Declaration shall govern, followed by the Articles of Incorporation and finally, the Bylaws.

In witness whereof, this Amendment has been executed this 3rd day of November, 1991, and shall be effective when attached to the Certificate of the Association and recorded in the public records of Duval County, Florida.

WITNESSES:

Kelly M. Santa
Kelly M. Santa

Doris S. Goldstein
DORIS S. GOLDSTEIN

Kelly M. Santa
Kelly M. Santa

Doris S. Goldstein
DORIS S. GOLDSTEIN

BELLE RIVE VILLAS RECREATION
ASSOCIATION, INC.
(f/k/a BELLE RIVE VILLAS
CONDOMINIUM ASSOCIATION, INC.)

By: Robert C. Rohdie
Robert C. Rohdie
Its _____ president

BELLE RIVE VILLAS I CONDOMINIUM
OWNERS' ASSOCIATION, INC.

By: Corinne M. Campbell
Corinne M. Campbell
Its _____ president

OFFICIAL RECORDS

BELLE RIVE VILLAS DEVELOPMENT, INC.

[Signature]
Recy M. Bando
[Signature]
DORIS S. GOLDSTEIN

By: [Signature]
Robert C. Rondie
Its _____ president

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3 day of NOVEMBER, 1991, by Robert C. Rondie, president of Belle Rive Villas Recreation Association, Inc. (formerly known as the Belle Rive Villas Condominium Association, Inc.,) on behalf of the corporation.

[Signature]

Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: APRIL 27, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3 day of November, 1991, by Covine M. Campbell, president of Belle Rive Villas Condominium I Owners' Association, Inc., on behalf of the corporation.

[Signature]

Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: APRIL 27, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3 day of November, 1991, by Robert C. Rondie, president of Belle Rive Villas Development, Inc., on behalf of the corporation.

[Signature]

Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: APRIL 27, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT A

OFFICIAL RECORDS

ARTICLES OF AMENDMENT AND RESTATEMENT
TO THE
ARTICLES OF INCORPORATION
OF
BELLE RIVE VILLAS CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, as President of BELLE RIVE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), for and on behalf of the Association, does hereby set forth the following for the purpose of amending the Articles of Incorporation of the Association:

1. The name of the Association is BELLE RIVE VILLAS CONDOMINIUM ASSOCIATION, INC.
2. The original Articles of Incorporation of the Association were filed on January 9, 1987.
3. The Articles of Incorporation of the Association shall be and hereby are amended and restated in their entirety as set forth on Exhibit "A" attached hereto. Any amendments included in the attached were adopted pursuant to §617.1007(4), Florida Statutes and there are no discrepancies between the Articles of Incorporation of the Association as previously amended and the provisions of these Amended and Restated Articles of Incorporation of the Association other than the inclusion of amendments adopted pursuant to §617.1007(4), Florida Statutes and the omission of matters of historical interest. The provisions of the Articles of Incorporation of the Association which have been amended pursuant hereto are identified as:

ARTICLE I -- deleted
 ARTICLE II -- amended and restated as ARTICLE I
 ARTICLE III -- amended
 ARTICLE IV -- amended and restated as ARTICLE VII
 ARTICLE V -- amended and restated as ARTICLE VIII
 ARTICLE VI -- deleted
 ARTICLE VII -- amended and restated as ARTICLE IX
 ARTICLE VIII -- deleted
 ARTICLE IX -- deleted
 ARTICLE X -- deleted
 ARTICLE XI -- deleted
 ARTICLE XII -- deleted
 ARTICLE XIII -- amended and restated as ARTICLE V

OFFICIAL RECORDS

4. The foregoing amendment was adopted by a majority vote of all directors and members entitled to vote on such matter at a meeting held on the 3rd day of November, 1991 or by written consent. The votes cast were sufficient to adopt the amendments.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date written below:

BELLE RIVE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation


By: _____
Name: Robert C. Rondie
Title: President

(CORPORATE SEAL)

By: _____
Name: _____
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on November 3, 1991 by Robert C. Rondie, President of BELLE RIVE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said not-for-profit corporation.



Notary Public
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: APRIL 27, 1993,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Exhibit "A"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF BELLE RIVE VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. NAME

The name of this corporation shall be BELLE RIVE VILLAS RECREATION ASSOCIATION, INC. (the "Association").

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and the mailing address of the Association shall be located at 2200 Lucien Way, Suite 400, Maitland, Florida 32751, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE III. PURPOSE

The Association is organized as a corporation not for profit under the laws of Florida to provide an entity to own and be responsible for the operation and administration of certain recreational facilities and property, as described on Exhibit "1" attached hereto and incorporated herein by this reference and to take all actions incidental thereto. Such facilities and property shall be operated and administered for the benefit of the Members.

ARTICLE IV. MANAGEMENT

The affairs of the Association shall be managed and governed by a Board of Directors composed of three (3) Directors. Provisions for election, removal, disqualification, and resignation of Directors, and for filling vacancies on the Board of Directors, shall be set forth in the ByLaws of the Association.

ARTICLE V. REGISTERED OFFICE AND AGENT

The Association's registered agent and the address of the registered office are as follows:

Robert C. Pohdie
2200 Lucien Way, Suite 400
Maitland, Florida 32751

OFFICIAL RECORDS

The registered agent and the address of the registered office shall be subject to change by the Board of Directors of the Association.

ARTICLE VI. NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is as follows:

Belle Rive Villas Development, Inc.
2200 Lucien Way, Suite 400
Maitland, Florida 32751

ARTICLE VII. MEMBERS

All persons who are owners of one or more condominium units within BELLE RIVE VILLAS I, a Condominium shall automatically be a Class A Member of this Association. Further, Belle Rive Villas Development, Inc., the owner of that certain apartment complex described in Exhibit "2" attached hereto, (the "Apartment Complex") and any successor of the Apartment Complex shall automatically be a Class B Member of this Association. Memberships in the Association shall run with the ownership of a condominium unit (for Class A Members) or the Apartment Complex (for Class B Members) and shall be otherwise non-transferable. The voting rights of the Members of this Association shall be as set forth in the ByLaws.

ARTICLE VIII. EXISTENCE

This Association shall have perpetual existence.

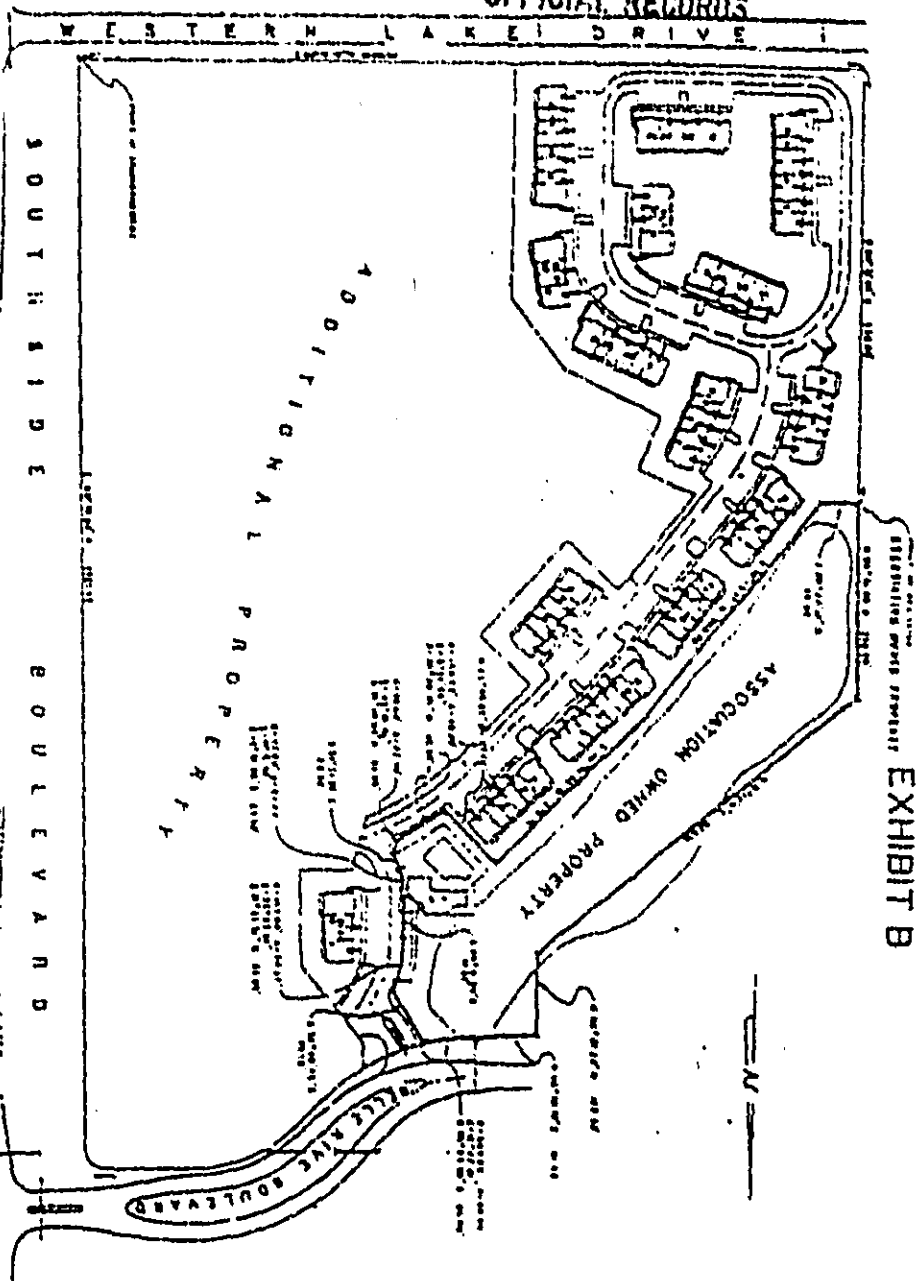
ARTICLE IX. BOARD OF DIRECTORS

The following persons shall constitute the Board of Directors:

NAME:	ADDRESS:
Alan H. Ginsburg	2200 Lucien Way, Suite 350, Maitland, FL 32751
Robert C. Rohdie	2200 Lucien Way, Suite 400, Maitland, FL 32751
Kelly Santos	8715 Belle Rive Blvd, # 1706, Jacksonville, FL 32556

Provisions governing the election of replacement or additional directors shall be set forth in the ByLaws of the Association.

OFFICIAL RECORDS



**BELLE RIVE VILLAS I,
A CONDOMINIUM**

SECTION 25, TOWNSHIP 3 SOUTH, RANGE 27 EAST

**ASSOCIATION
OWNED
PROPERTY**

[Faint, illegible text, likely a legal description or deed excerpt.]



EXHIBIT B

EXHIBIT "2"

Belle Rive Villas located at:

8715 Belle Rive Blvd.
Jacksonville, FL 32256

AMENDED AND RESTATED
BYLAWS
OF
BELLE RIVE VILLAS RECREATION ASSOCIATION, INC.

(f/k/a Belle Rive Villas Condominium Association, Inc.)

These ByLaws constitute the code of rules adopted by Belle Rive Villas Recreation Association, Inc. for the regulation and management of its affairs.

SECTION 1. DEFINITIONS

As used in these ByLaws, the following terms shall be construed to mean:

- 1.1 "Articles" means and refers to Articles of Incorporation of Belle Rive Villas Recreation Association, Inc. as they exist and are amended from time to time.
- 1.2 "Association" means and refers to the Belle Rive Villas Recreation Association, Inc.
- 1.3 "Declaration" means and refers to that certain Declaration of Condominium of Belle Rive Villas I, a Condominium recorded in Official Records Book 6374 at Page 1072 in the Public Records of Duval County, Florida, as same was in effect immediately prior to the date of its termination.
- 1.4 "Developer" means and refers to Belle Rive Villas Development, Inc., a Florida corporation, its successors and assigns. The Developer is sometimes also referred to as the Class B Member.
- 1.5 "Members" means and refers to any Unit Owner, or his representative(s), who shall be a member of the Association, and the Developer.
- 1.6 "Person" means and refers to any individual or legal entity.
- 1.7 "Unit" means and refers to a condominium unit as defined in the Declaration.
- 1.8 "Unit Owner" means and refers to an owner of a Unit as described above.

SECTION 2. MEETING OF MEMBERS

- 2.1 **Annual Meetings.** The annual meeting of the Members shall be held on the third Tuesday of every March at a time and location to be determined by the Board of Directors of the Association.
- 2.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President, by the Board of Directors, the Developer, or upon written request of the majority of the Class A Members.
- 2.3 **Notice of Meetings.** Written notice of each meeting of the Members shall be given by the Secretary, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than sixty (60) days, before such meeting to each Member, to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- 2.4 **Quorum and Voting.** The presence, physically or by proxy, at the meeting of one-third (1/3) of each class of Membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Each Class A Member shall be entitled to one vote per Unit owned. Only one vote per Unit is allowed. The Class B Member shall be entitled to 104 votes. The act of the holders of a majority of all votes entitled to be cast at a meeting of the Members at which a quorum is present shall be the act of all the Members.
- 2.5 **Proxies:** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the matters designated in the proxy. A proxy must be filed with the Secretary of the Association before the appointed time of the meeting, or before the time to which the meeting is adjourned. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable in writing at any time at the pleasure of the Member executing it.

OFFICIAL RECORDS

SECTION 3. BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

- 3.1 **Number.** This Association will be managed by three (3) persons serving on the Board of Directors ("Board"). The affairs of this Association shall be managed by a Board who need not be Members of the Association.
- 3.2 **Appointment.** The Board shall consist of three members; two to be appointed by the Class B Member and the other by the majority of the Class A Members. If the number of Directors shall ever change, the Class B Member shall continue to have the right to appoint at least a majority of the Directors.
- 3.3 **Removal and Disqualification.** Any Director may be removed or disqualified from the Board, with or without cause, by a majority vote of the class of Members which appointed such Director. In the event of death, incapacity, removal, or disqualification of a Director, his successor shall be selected by the class of Members which appointed such Director.
- 3.4 **Resignation.** Any Director may resign by giving written notice to the remaining Directors. In the event of resignation, his successor shall be selected by the class of Members which appointed such Director.
- 3.5 **Compensation.** No Director shall receive compensation for any service that he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 3.6 **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 4. MEETINGS OF DIRECTORS

- 4.1 **Regular Meetings.** The annual meeting of the Board shall be held without notice immediately following the annual meeting of the Members at the same place as may be fixed for the annual meeting of the Members.

OFFICIAL RECORDS

- 4.2 **Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any one Director, after not less than five (5) days' written notice to each Director at his address as shown upon the records of the Association.
- 4.3 **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.

SECTION 5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS .

5.1 **Powers.** The Board of Directors shall have the power to:

- A. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of the ByLaws or the Articles;
- B. employ managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and
- C. exercise all other rights and powers given to it by Florida Statutes.

5.2 **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 and to present statements thereof to the Members at: 1) the annual meeting of the Members; or 2) any special meeting of the Members when such statement is requested in writing by the majority of the Class A Members or by the Class B Member;
- B. supervise all officers, agents and employees of this Association; and
- C. procure and maintain liability and hazard insurance on any property owned by the Association.

SECTION 6. OFFICERS AND THEIR DUTIES

- 6.1 Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Directors of the Association, a Secretary, and a Treasurer.
- 6.2 Election of Officers. The election of officers shall take place at the meeting of the Board immediately following each annual meeting of the Members, or, at such other times as may be appropriate.
- 6.3 Term. Each officer shall hold office for one (1) year, unless he shall sooner resign, be removed, or otherwise disqualified to serve.
- 6.4 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 6.5 Vacancies. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- 6.6 Duties. The duties of the officers are as follows:
- A. President The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all legal documents; and co-sign all checks and promissory notes.
 - B. Vice-President The Vice-President shall 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.
 - C. Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the

OFFICIAL RECORDS

Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

- D. Treasurer The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget, including a statement of income and expenditures to be presented to the Membership at its regular annual meeting.

6.7 **Compensation.** No officer shall receive compensation for any service that he may render to the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 7. COMMITTEES

In addition, the Board shall appoint such committees as it deems appropriate in carrying out its purpose and that of the Association.

SECTION 8. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and the ByLaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

SECTION 9. ASSESSMENTS

The Developer shall be assessed for the cost of maintaining and repairing the property owned by the Association.

SECTION 10. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "BELLE RIVE VILLAS RECREATION ASSOCIATION, INC.", the words "Florida" and "Not-For-Profit Corporation", and the year of incorporation.

OFFICIAL RECORDS

SECTION 11. AMENDMENTS AND ADMINISTRATIVE PROVISIONS

- 11.1 **Amendment of the ByLaws.** These ByLaws may be amended, at a regular or special meeting of the Members, at which a quorum, as provided above, is present, by the affirmative vote of the holders of a majority of the votes of each class of Members. Notwithstanding the above, so long as the Developer is funding the expenses of the Association, no amendments shall be made which detrimentally affect the rights and obligations of the Developer, without its written consent.
- 11.2 **Conflicts.** In the case of any conflict between the Articles and these ByLaws, the Articles shall control.
- 11.3 **Construction in Accordance with Law.** These ByLaws will be governed by and construed in accordance with the laws of the State of Florida.
- 11.4 **Headings.** The headings used for each Section in these ByLaws are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of these ByLaws.
- 11.5 **Number and Gender.** Wherever the context shall so require, all words in any gender will be deemed to include all genders. All words in the singular will include the plural, and all words in the plural will include the singular.
- 11.6 **Severability.** In case any one or more of the provisions contained in these ByLaws shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these ByLaws shall be construed, as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 11.7 **Incorporation By Reference.** The Association shall have all rights of the Owner's Association pertaining to the property owned by the Association (i.e. the "Association Owned Property") under the Declaration.
- 11.8 **Rules and Regulations.** The Board of Directors shall have the power to adopt and amend rules and regulations governing the use and operation of the property owned by the Association and such rules and regulations shall be uniformly applied among all Members.

92-0061214

92 MAY 27 PM 1:56

FILED AND RECORDED
IN PUBLIC RECORDS
OFFICE OF COUNTY CLERK
DADE COUNTY, FLORIDARECORD VERIFIED
J. H. [Signature]
CLERK