

EXHIBIT-"C"

BYLAWS

OF

HARBOUR POINTE AT RIVER BRIDGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION AND DEFINITIONS

Section 1. The name of this Corporation shall be HARBOUR POINTE AT RIVER BRIDGE CONDOMINIUM ASSOCIATION, INC.

Section 2. The principal place of business shall be located at Greenacres City, Florida, or at such other place as the Board of Directors of the Corporation may from time to time determine.

Section 3. The seal of the Corporation shall bear the name of the Corporation, the word "Florida," the words "corporation not for profit" or "nonprofit corporation," and the year of incorporation.

Section 4. For convenience, HARBOUR POINTE AT RIVER BRIDGE, A CONDOMINIUM shall be referred to as the "Condominium," these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Corporation as the "Articles"; and the Declaration of Condominium for the Condominium as the "Declaration." The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in F.S. Chapter 718, The Condominium Act (the Act), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires. The terms "Association" and "Corporation" shall be used interchangeably.

ARTICLE II

PURPOSE

Section 1. This Corporation has been organized as a nonprofit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing the Condominium pursuant to the Articles. The Condominium to be operated and managed by this Corporation shall be located upon those lands located in Palm Beach County, Florida, described in Exhibit No. "1" which is annexed to the Declaration, as said Exhibit No. "1" may, from time to time, be amended.

Section 2. The Corporation was duly incorporated in the Office of the Secretary of State of Florida on the ___ day of _____, 1986. A copy of those Articles is attached to the Declaration as Exhibit "B."

Section 3. These Bylaws shall be attached to the Declaration to be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida, as Exhibit "C" thereto, and shall be considered a part thereof.

ARTICLE III

MEMBERS

Section 1. All of the owners of Condominium Units in the Condominium shall be members of this Corporation. Upon recording of a deed or by any other means which establishes a change of record title to a Condominium Unit, the new owner thereof shall become a member of this Corporation and the membership of the prior owner shall terminate.

Section 2. Condominium Unit Owners shall be entitled to a vote in the affairs of the Corporation as set forth in the Declaration.

Section 3. No other person or legal entity shall be a member of the Corporation or vote in its affairs.

ARTICLE IV
MEMBERS MEETING

Section 1. The annual meeting of the members shall be held at 5:30 P.M., Palm Beach County, Florida, on the first Friday in March of each year at the principal office of the Corporation or at such other place as may be set forth in the notice of said meeting, in Palm Beach County, Florida. At such meeting, the members shall elect Directors to serve until their successors shall be duly elected and qualified, or they resign or they are removed, whichever first occurs, and shall transact such other business as may be authorized by the members. All voting shall be by plurality. Cumulative voting is prohibited.

Section 2. A special meeting of the members, to be held at the same place as the annual meeting, or at such other place in Palm Beach County, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or, in his absence, by the Vice President, or by a majority of the Board of Directors. It shall be the duty of the President, Vice President, or Directors to call such a meeting whenever so requested by members holding twenty-five percent (25%) or more of the voting rights of the Corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be given (and posted) in accordance with the requirements of the Condominium Act. Unless otherwise prohibited by law, Unit Owners (through their respective Voting Representatives) may waive notice of specific meetings in writing (either before or after the meeting at issue), which waiver shall be filed with the Secretary, and may take action by written agreement without meetings, as long as such agreement is signed by members (through their respective Voting Representatives) having not less than the minimum number of votes that would be necessary to authorize or take such action if the meeting were held.

Section 4. The President or, in his absence, the Vice President, shall preside at all annual and special meetings of the membership.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. In the event that a quorum is not present, the members present (through their respective Voting Representatives), though less than a quorum, may adjourn the meeting to a future date. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and notice shall be posted in a conspicuous place on the Condominium Property as soon thereafter as may be practical stating the time and place to which it is adjourned. The affirmative vote of a majority of the Voting Representatives at the meeting and entitled to vote on the subject matter shall be the act of the members unless the vote of a greater number is otherwise provided by Chapter 718, Florida Statutes, the Articles, the Declaration, or these Bylaws. After a question has been established at a members' meeting, the subsequent withdrawal or refusal to vote by or of members (through their respective Voting Representatives), so as to reduce the number of Voting Representatives, entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Section 6. Votes may be cast in person or by proxy. All proxies shall conform to the requirements set forth in Chapter 718, Florida Statutes, and administrative rules adopted thereunder.

Section 7. Ballots may be utilized when required by Chapter 718, Florida Statutes or when secrecy is desired at the option of the chairman of the meeting.

Section 8. Unless otherwise precluded by Florida Law, annual or special meetings of the members may be held at any time or place, without notice, with the written consent of all Voting Representatives.

Section 9. In the event that any Condominium Unit is owned by more than one person or by a corporation, partnership or other entity, the owners of the same (or their administrator, executor, guardian or conservator, if applicable) shall execute and deliver to the Secretary of the Corporation a written certificate designating one of the record title owners, or other representative ("Voting Representative") who shall be authorized to vote on behalf of such Condominium Unit. The certificate shall be valid until revoked by a subsequent certificate. Unless said certificate is filed with the Secretary of the Corporation at least twelve (12) days prior to the meeting in which said vote is to be cast, the vote of such owner shall not be considered for the purpose of determining a quorum or for any other purpose.

In the event the approval or disapproval of the owner of a Condominium Unit is required upon any subject, whether or not the same is the subject at any meeting, said approval or disapproval shall be executed by the same person who would be entitled to cast the vote of such owner at any Corporation meeting.

Section 10. The officer or agent having charge of the books of the Corporation shall prepare and maintain a complete list of Voting Representatives entitled to vote at such meeting or any adjournment thereof, which list shall be prepared and maintained in accordance with Florida law.

Section 11. The order of business at all meetings of the members of the Corporation where applicable shall be as follows:

- a. Election of chairman of the meeting who shall be the President of the Corporation if he is present.
- b. Calling of the roll, and certifying of proxies and determination of a quorum.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading or waiver of reading of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of election.
- h. Determination of number of/and election of Directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

Section 12. PROVISIO. Except as otherwise provided in §718.112(2)(e) and (k), Fla. Stats., until the Declarant elects to terminate its control of the Condominium or until Unit Owners other than the Declarant have elected a majority of the Board of Directors, whichever first occurs, the proceedings of members' meetings shall have no effect unless approved by the Board of Directors of the Corporation.

ARTICLE V
DIRECTORS

Section 1. The business affairs of the Corporation shall be managed by a Board of Directors who shall be elected annually by the members. The members, however, at any annual meeting after the Developer has relinquished control of the Corporation and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated. Said Board of Directors shall consist of not less than three (3) persons nor more than nine (9). The exact number of Directors is to be set at the annual meeting. Directors need not be members of the Corporation.

Provided, however, that until the Declarant elects to terminate its control of the condominium, or until Unit Owners other than the Declarant are entitled to elect a Director or Directors, whichever shall first occur, all Directors shall be designated by the Declarant. After the Unit Owners have elected a Director or Directors, such other Director or Directors shall be designated by the Declarant. Anything in these Bylaws to the contrary notwithstanding such Directors designated by the Declarant may not be removed by the members of the Corporation.

Section 2. Except for designation of Directors by Declarant, as herein provided, election of Directors shall be conducted in the following manner:

- a. Election of Directors shall be held at the Annual Meeting except that the first Directors elected by Unit Owners other than Declarant shall be elected pursuant to F.S. 718.301.
- b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than sixty (60) days prior to the Annual Members' Meeting. The committee shall nominate one Director for each Director then serving. Nominations may also be made from the floor.
- c. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. Each person voting shall be entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. Vacancies in the Board occurring between annual meetings of members shall be filled by the remaining Directors.
- e. In the event of a tie in the balloting for the last directorship then the remaining Directors shall be entitled to elect the same by majority vote.

Section 3. The original members of the Board of Directors shall be those persons set forth in the Articles and shall hold office until the Declarant elects to terminate its control of the Condominium, or until the Unit Owners other than the Declarant are entitled to elect a Director or Directors, whichever shall first occur, at which time the appropriate Director or Directors shall resign and successors shall be elected pursuant to the provisions of this Section 3. The Declarant shall have the absolute right, at any time, in its discretion, to remove any member of the Board designated by the Declarant and replace any such person with

another person to serve on the Board. Notice of such action shall be given to the Corporation.

When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Corporation, the Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Corporation. Unit Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Corporation three (3) years after fifty percent (50%) of the Units that will be operated ultimately by this Corporation have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the Units that will be operated ultimately by this Corporation have been conveyed to purchasers, or when all of the Units that will be operated ultimately by this Corporation have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business, or when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business, whichever first occurs.

The Declarant shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Declarant holds at least five percent (5%) of the Units in the Condominium operated by this Corporation and offers them for sale in the ordinary course of business.

Within sixty (60) days after Unit Owners other than the Declarant are entitled to elect a member or members of the Board of Directors, the Corporation shall call, giving not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Corporation fails to do so.

If the Declarant owns a Unit or Units and offers them for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant:

(a) Assessment of the Declarant as a Unit Owner for capital improvements or to finance the filing or processing of a cause of action against the Declarant.

(b) Any action by this Corporation that would be detrimental to the sales of Units by the Declarant; provided, however, that an increase in assessments for Common Expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sales of Units.

Prior to, or not more than sixty (60) days after, the time that Unit Owners other than the Declarant elect a majority of the members of the Board of Directors of the Corporation, the Declarant shall relinquish control of the Corporation and the Unit Owners shall accept such control, and the Declarant shall deliver to the Corporation all property of the Unit Owners and of the Corporation held by or controlled by the Declarant, if applicable, as to this Condominium, including, but not limited to, if applicable, those items provided for in Section 718.301(4), Florida Statutes. Nothing contained herein shall be deemed to prevent the Declarant from transferring control of the Association to Unit Owners other than the Declarant before the occurrence of the events described herein, in which case such control shall be accepted by the Unit Owners.

Section 4. In the event of a vacancy occurring on the Board of Directors, such vacancy shall be filled by appointment by the Declarant, if the vacant position is one the Declarant is still

entitled to, otherwise by vote of a majority of the remaining directors. Such replacement Director shall serve out the remaining term of the former Director. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Corporation, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary unless it states differently.

Section 5. No Director appointed or elected by the Declarant may be removed except with the written approval of the Declarant. Directors elected by the Unit Owners other than the Declarant may be removed with or without cause in accordance with Chapter 718, Florida Statutes.

Section 6. No compensation shall be paid to Directors for their services as Directors, but they shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, the compensation must be approved in advance by the Board of Directors and the Director to receive such compensation shall not be permitted to vote thereon. The Directors shall have the right to set and pay all salaries and compensation to be paid to officers, employees, agents and attorneys for services rendered to the Corporation. However, no part of the net earnings of the Corporation may inure to the benefit of any private individual within the meaning of §528, Internal Revenue Code of the United States.

Section 7. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice of the organizational meeting shall be necessary, PROVIDED, a quorum shall be present.

Section 8. Regular meetings of the Board of Directors may be held at such time and place in Palm Beach County, Florida, as shall be determined from time to time by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting. In addition, except in an emergency, adequate notices of meetings shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance of the meeting for the attention of the Unit Owners. Notice of any meeting where assessments against Unit 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.

The Directors may establish a schedule of regular meetings to be held in the office of the Corporation and no notice shall be required to be sent to said Directors of said regular meetings once said schedule has been adopted.

Section 9. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Vice President or Secretary in like manner and on like notice on the written request of at least three (3) Directors. Except in an emergency, notice of special meetings shall be likewise posted for Unit Owners forty-eight (48) hours in advance of the special meeting.

Section 10. Before, at, or after any meeting of the Board of Directors, said Directors may, in writing, waive notice of said meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. In addition, a Director may, by signing a copy of the minutes of a meeting of the Board, consent to the actions taken at said meeting and waive notice of said meeting, but such signing by the Director may not be used for purposes of creating a quorum.

Section 11. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, except as specifically otherwise provided for in the Declaration, the Articles, and these Bylaws. Directors are not permitted to vote by proxy. 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. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Meetings of the Board of Directors shall be open to all Unit Owners to attend and observe. No Unit Owner, however, shall be entitled to participate in the meeting unless specifically invited to do so by the Board. A "meeting of the Board of Directors" means any gathering of a quorum of the Directors for the purpose of conducting condominium business. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Directors and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

Section 12. The presiding officer at the Directors' meeting shall be the President, and in the President's absence the Directors present shall designate one of the Directors present to preside. The presiding officer shall be entitled to vote on all questions arising before the Board of Directors.

Section 13. If the Corporation or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Corporation, in the manner prescribed in the Florida Statutes. If a receiver is appointed, the Corporation shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all the powers and duties of a duly constituted board of directors and shall serve until the Corporation fills vacancies on the Board sufficient to constitute a quorum.

Section 14. The order of business at meetings of Directors shall be:

- (a) Calling of roll
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

Section 15. The Board of Directors shall have all the powers vested in it under common law, and under the provisions of Chapter 718, Florida Statutes, and Chapters 607 and 617, Florida Statutes,

as applicable, if not inconsistent with Chapter 718, together with any powers granted to it pursuant to the terms of the Articles of the Corporation and the Declaration, subject only to the approval of the Owners of the Condominium Units that may be required under these Bylaws, the Articles and the Declaration.

Such powers shall include but shall not be limited to the following:

- a. Manage and operate the Condominium and its interests.
- b. Prepare and adopt a budget as herein provided.
- c. Make and collect assessments from members for any lawful purpose. Assessments shall be made and collected as provided in these Bylaws and in the Declaration.
- d. Maintain, repair and replace the Condominium property and interests.
- e. Administer the reconstruction of improvements after any casualty, except as otherwise provided in the Declaration.
- f. Hire and dismiss any necessary personnel required to maintain and operate the Condominium and its interests.
- g. Make and amend rules and regulations governing the details of the operation and the use of the Common Elements; provided, however, that all such rules and regulations, and amendments thereto, shall be approved by an affirmative vote of not less than a majority of the entire membership of the Corporation before becoming effective; provided further, however, that until the Declarant elects to terminate its control of the Condominium or until Unit Owners other than the Declarant have elected a majority of the Board of Directors, whichever shall first occur, the Board of Directors shall have the authority to make and amend rules and regulations respecting the use of the Condominium Property without the approval of the membership.
- h. Carry and pay the premium for such insurance as may be required for the protection of the Corporation and its officers and Directors against any casualty or any liability to third persons.
- i. Employ a management agent or otherwise enter into contracts on behalf of the Corporation for the management of the Condominium Property at a compensation established by the Board of Directors and delegate to such management agent or such other party such powers and duties as the Board shall authorize except those which are specifically required to be exercised by the Board of Directors or the membership.
- j. Enforce by legal means the provisions of the Declaration, the Articles and the rules and regulations for the use of the Condominium Property.
- k. Pay any taxes or special assessments on any of the Condominium Property, including Units acquired by the Corporation.
- l. Further improve the Condominium Property, both real and personal and purchase, lease or otherwise acquire realty and items of furniture, furnishings, fixtures and equipment, and acquire and enter into agreements pursuant to §718.114, Florida Statutes. Said rights shall specifically include but not be limited to, the right to purchase or lease recreational facilities and real property containing or to contain recreational facilities.
- m. Have a lien on each condominium parcel for any unpaid assessments with interest, and for costs and reasonable attorneys'

fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

n. Approve or disapprove, to the extent provided in the Declaration, Unit Owners and proposed purchasers or lessees of Units, and to exercise or waive the Corporation's right to disapprove of the ownership, sales or leasing of any Unit.

o. Enter any Unit during reasonable hours as may be necessary in accordance with the provisions of Section 718.111(5), Florida Statutes, and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these Bylaws, and to assure the compliance with all the terms thereof.

p. Grant, modify, or move easements, licenses, permits, privileges or leases over, under, across and/or through the Common Elements, in its own name and without the joinder or approval of individual Unit Owners, as deemed necessary by the Board of Directors, provided, that said easements, licenses, permits, privileges or leases so created shall not materially and permanently interfere with the uses for which the Units, the Common or Limited Common Elements or any portion thereof is intended.

q. Charge preset fees in the maximum amount allowed by the Condominium Act and the Rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes with respect to the approval of a transfer, sale, lease, sublease, or mortgage of a Unit by its Owner.

r. Charge late fees and levy fines in accordance with these Bylaws.

Section 16. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and/or immunities of the Developer as set forth in the Declaration, the Articles and these Bylaws.

Section 17. The Directors may delegate portions of its responsibilities to Committees established for that purpose. Such Committees, however, shall not have power to: (a) determine the Common Expenses required for the operation of the Condominium; (b) determine the assessments payable by the Unit Owners to meet the Common Expenses of the Condominium; (c) adopt or amend Rules and Regulations covering the details of the operation and use of the Condominium Property; (d) purchase, lease or otherwise acquire units in the Condominium in the name of the Corporation; (e) approve any actions or proposals required by the Act, the Declaration, the Articles or these Bylaws to be approved by Unit Owners; or (f) fill vacancies on the Board of Directors. Meetings of the such committees shall be open to Unit Owners.

ARTICLE VI OFFICERS

Section 1. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant Treasurer and an assistant Secretary and such other officers as in their judgment may be necessary. All offices → but the President and Secretary may be filled by the same person. No compensation shall be paid to officers for their services as officers. Compensation may be paid to an officer in his or her capacity as an employee or for other services rendered to the Corporation outside of his or her duties as an officer and only under the same circumstances as authorized above in the provisions hereunder relating to Directors.

Section 2. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the new Board and shall hold office until their successors shall be duly elected and qualified, or until they resign or until they are removed, whichever first occurs. The President and Vice President shall be elected from among the members of the Board of Directors.

Section 3. Any officer may be removed either with or without cause, and his successors elected, at any meeting of the Board of Directors, or any special meeting of the Board for such purpose, by an affirmative vote of a majority of the members of the Board of Directors.

Section 4. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power of appointing committees from among the members of the Corporation from time to time as he may, in his discretion, deem appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. The Vice President shall perform all of the duties of the President in the President's absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 6. The Secretary shall issue notices of all Board of Directors' meetings and meetings of the membership and shall attend and keep minutes of the same, which minutes shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, at any reasonable time, and which minutes shall be retained for a period of not less than seven (7) years. The Secretary shall have charge of all corporate books, records and papers, shall be custodian of the corporate seal, shall attest (when appropriate) with his signature and press of the corporate seal contracts or other documents signed on behalf of the Corporation and shall perform all other such duties as are incident to his office. The duties of the assistant Secretary shall be the same as those of the Secretary, in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for the property of the Corporation, including the Corporation funds, securities, and evidence of indebtedness, and shall be responsible for keeping assessment rolls and full and accurate books and records as required to be kept by the Association pursuant to Chapter 718, Florida Statutes. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer, in the absence of the Treasurer.

Section 8. Unless otherwise provided by law, any vacancy in the office of President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other office for any reason whatsoever, may be filled by an affirmative vote of a majority of the Board of Directors at any regular or special meeting. Such successor shall hold office for the balance of the unexpired term.

ARTICLE VII FINANCE

Section 1. The funds of the Corporation shall be deposited in such banks or depositories having their accounts insured by an instrumentality of the Federal Government as may be determined by the Board of Directors from time to time, upon resolutions approved

by the Board of Directors, and shall be withdrawn only upon checks and demands for monies signed by such officer or officers of the Corporation as may be designated by the Board of Directors. Should the Corporation employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Corporation, then, and in such event, any Agreement with such Managing Agent pertaining to the deposit and withdrawal of moneys shall supersede the provisions hereof during the terms of any such agreement.

Section 2. The fiscal year of the Corporation shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year, at such times as the Board of Directors deems advisable.

Section 3. An audit of the accounts of the Corporation shall be made in accordance with Chapter 718, Florida Statutes. The Board of Directors shall make the determination annually, based on competent advice, as to the Corporation's method of reporting income.

Section 4. Financial Reports shall be delivered or mailed to each unit owner in accordance with Chapter 718, Florida Statutes.

Section 5. The Board of Directors shall adopt an annual budget on or before November 1st of each year for the following calendar year in accordance with Chapter 718, Florida Statutes.

Section 6. The Board of Directors shall require that a fidelity bond be obtained for all officers or directors of the Corporation who control or disburse Corporation funds. The amount of such bond shall be in the principal sum of not less than \$10,000.00 for each officer and director and the premium on such bond shall be paid by the Corporation as an item of general expense. In addition the Board may require that a fidelity bond be obtained, at the Corporation's expense, by any other party controlling or disursing Corporation funds, and as otherwise required by an Institutional Mortgagee or an insurer of a mortgage.

Section 7. All assessments paid by members of the Corporation for the maintenance and operation of the Condominium shall be utilized by the Corporation for the purpose of said assessments. All excess monies received from said assessments paid by any members shall be held by the Corporation for the use and benefit of the members. Any surplus held by the Corporation after the payment of expenses for maintaining and operating the Common Elements shall be considered as Common Surplus and held for the benefit of all members. No distribution of any Common Surplus shall be made in cash to the members at any time. This section is subject to specific provisions pertaining to Special Assessments as contained in Chapter 718, Florida Statutes.

Section 8.

(a) The Board of Directors of the Corporation shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Corporation, all insurance premiums and expenses related thereto, including fire and extended coverage and liability insurance, reasonable reserves and contingency funds, and any any other expenses designated as Common Expenses from time to time by the Board of Directors of the Corporation, or under the provisions of the Declaration of Condominium to which these Bylaws are attached. The Board of Directors is

specifically empowered on behalf of the Corporation, to make and collect assessments and to maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses, as provided in the Declaration. Said assessments shall be payable monthly in advance, without notice, 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, and shall be due on the first day of each month unless otherwise ordered by the Board of Directors. Assessments for Special Assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment. The Board of Directors shall have the power to charge late fees in the maximum amount of \$25.00 with respect to any assessment (or portion thereof) (regular or special) not paid within 30 days of its due date. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses. Special Assessments shall be levied in the manner set forth in Chapter 718, Florida Statutes.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each Unit Owner a statement of said Unit Owner's assessment, which statement may include the amount of assessments for the entire year. All assessments shall be payable to the Treasurer, who shall give a receipt for each payment made to him when so requested.

ARTICLE VIII AMENDMENTS

Section 1. These Bylaws may be amended by the Corporation at a duly constituted meeting for such purpose, provided, however, no amendment shall take effect unless approved by at least two-thirds (2/3) of the Voting Representatives in the Condominium. Notwithstanding the foregoing, these Bylaws may only be amended in accordance with the Declaration of Condominium.

Section 2. Upon any amendment or amendments to these Bylaws being proposed by ten percent (10%) of the members, or by three (3) members of the Board of Directors, such proposed amendment or amendments shall be transmitted to the President of the Corporation, or other officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the Membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the member as required and as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

Section 3. No amendment shall be made that is in conflict with the Condominium Act or the Declaration. Except as otherwise provided in the Declaration of Condominium, no amendment to the Bylaws may be made which in any way changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to a Unit, changes the proportion or percentage by which the Unit Owner of the Unit shares the Common Expenses and owns the Common Surplus, or changes or modifies the vote which may be cast by any member, unless all record Owners

of the Unit and all record Owners of liens on the Unit joining in the execution of the Amendment, and unless all the record owners of all other Units approve the amendment.

Section 4. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw _____ for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

Section 5. The amendment shall be in accordance with Chapter 718, Florida Statutes. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws. The certificate shall be executed by the president or vice president and attested by the secretary or assistant secretary of the Corporation with the formalities of a deed. The amendment shall be effective when the certificate and copy of amendment are recorded in the public records of the Palm Beach County.

ARTICLE IX
ADDITIONS AND ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium except as specifically provided for in the Declaration of Condominium.

ARTICLE X
COMPLIANCE AND DEFAULT

Section 1. In the event of a violation (other than the non-payment of an assessment) by the owner of the Unit or its occupant, licensee, or invitee of any of the provisions of the Declaration of Condominium, of these Bylaws, the Rules and Regulations adopted hereunder, or of the applicable portions of the Condominium Act, the Corporation, by direction of its Board of Directors, may notify the Unit Owner by written notice (transmitted by mail) of said breach, and, if such violation shall continue for a period of five (5) days from date of mailing the notice, the Corporation, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the Bylaws, the Rules and Regulations, or of the pertinent provisions of the Condominium Act, as the case may be and the Corporation may then pursue any remedy available, including, but not limited to:

- a. Filing an action at law for damages on behalf of the Corporation or on behalf of the other Unit Owners; and/or
- b. Filing an action in equity to enforce performance on the part of the Unit Owner; and/or
- c. Filing an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- d. Except as to an unoccupied Unit, levying a fine against a Unit or Unit Owner in such reasonable sum as the Board may deem

appropriate, not to exceed \$50.00. Such fine shall not become a lien against the Condominium Unit of the Unit Owner in violation. The Corporation may bring an action to recover a money judgment for the unpaid fine. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than 14 days. Said notice shall include:

- a. A statement of the date, time and place of the hearing;
- b. A statement of the provisions of the Declaration, Bylaws, or Rules and Regulations which have allegedly been violated; and,
- c. A short and plain statement of the matters asserted by the Corporation.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Corporation.

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 Corporation, and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expense. In the event of a non-continuing default making the notice period impractical, the Association may take such punitive action as it deems necessary.

Section 2. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any part of the Condominium Property or any property owned by the Association rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, or abandonment of any Unit or its appurtenances or any other part of the Condominium Property. Nothing herein contained, however, shall be construed to modify any waiver by an insurance company of its rights of subrogation. The expense of any maintenance, repair or replacement required, as provided in this Section, subject to the following limitation, shall be charged to said Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses.

Section 3. In any proceeding arising as a result of actions falling within the purview of this Article, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fee as may be determined by the Court.

Section 4. Subject to Florida Law, the failure of the Corporation or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Corporation or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. In addition to the provisions hereof, liability of Unit Owners shall be governed by F.S. 718.119.

Section 6. All rights, remedies and privileges granted to the Corporation or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be

deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted by the Condominium Documents or at law or in equity.

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval sixty percent (60%) of the voting members at any regular or special meeting of the members wherein said matter is considered, acquire in the name of the Corporation, or its designee, a Condominium Unit being foreclosed. The term "foreclosure," as used in this Section, shall mean and include any foreclosure of any lien, including the Corporation's lien for assessments. The power of the Board of Directors to acquire a Condominium Unit at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Corporation to do so.

ARTICLE XI
ADDITIONS AND ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium except as specifically provided for in the Declaration of Condominium.

ARTICLE XII
NOTICES

Whatever notices are required to be send hereunder shall be effective only if delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration of Condominium to which these Bylaws are attached.

ARTICLE XIII
LIABILITY AND INDEMNIFICATION

The Corporation shall indemnify and hold harmless every Director and every officer, their heirs, executors and administrators, as set forth in of the Articles of Incorporation. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIV
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Corporation shall not relieve or release any such former owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Corporation 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.

ARTICE XV
USE, MAINTENANCE AND APPEARANCE RESTRICTED

Section 1. The following restrictions on, and requirements for the use, maintenance, and appearance of, the Units and the Common Elements (and in the case of "Vehicles," the Harbour Pointe Community as a whole) are reasonably calculated to promote the welfare of the Unit Owners.

Section 2. The Restrictions hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners except as otherwise provided in this Article. The Unit Owners shall, at all times, obey the same and shall be liable for any violations thereof by use of 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. Said Restrictions are as follows:

- (1) Passageways. The sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units.
- (2) Storm Shutters. The Board of Directors shall have the authority to approve or disapprove, prior to installation, the type of storm shutters to be installed by Unit Owners.
- (3) Wheel Vehicles. No baby carriages, tricycles, bicycles or other wheel vehicles shall be allowed to stand in the halls, passageways, or other common areas of the Condominium.
- (4) Servants and Domestic Help. Servants and domestic help of the Unit Owners may not gather or lounge in the common areas of the Condominium, except that such help serving as governess, nurse, or babysitter may accompany children in the Common Elements. Domestic help shall enter and leave the property in appropriate attire.
- (5) Cleanliness and Safety in Common Areas. No Unit Owner shall allow anything whatever to fall from the windows or doors of his Unit, nor shall he sweep or throw from the Unit any dirt or other substance into any of the corridors, halls or elsewhere in the buildings or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.
- (6) Antennas. No radio or television antennas shall be installed on the building exteriors, except by the Corporation. Any antenna erected on the roof or exterior walls of the buildings without the written consent of the Corporation is subject to removal without notice.
- (7) Water. The Unit Owner will not allow any waste of water or misuse or neglect of any water in the Unit, and will pay for all damage to other portions of the buildings or to other Unit Owners caused by misuse or neglect of water.
- (8) Deliveries. Damages to the buildings caused by deliveries or the moving or carrying of articles in and out shall be paid by the Unit Owner in charge of such articles.
- (9) Vehicles. Parking of motorcycles, vans, pickups, or similar vehicles rated more than one (1) ton is expressly prohibited throughout Harbour Pointe Community, except for delivery purposes. The parking of all other motorcycles, vans, pickups, or similar vehicles except for delivery purposes is expressly prohibited throughout Harbour Pointe Community without the express prior consent of the Community Association. Such consent shall not be given if such vehicles would unreasonably annoy or disturb other owners within Harbour Pointe Community.
- (10) Installation or Use of Machinery. No machinery or equipment other than the original installations may be installed or used unless the Corporation gives advance written consent in each and every instance.
- (11) Window Washing. It will be the responsibility of all Unit Owners to keep their windows clean (both inside and outside).
- (12) Dress. The dictates of good taste and propriety in the manner of dress shall be observed in all common areas of the Condominium.
- (13) Employees. A Unit Owner shall not personally engage any employee of the Corporation or the Management Company (if any) to perform any work or services for the Unit Owner.

(14) Roof. Members are not permitted on the roof, without the prior written consent of the Board of Directors.

(15) Hurricane Preparation. Each Unit Owner whose Unit will be vacant during the hurricane season must, prior to his departure, take reasonable precautions to prepare his Unit for a hurricane, and must designate a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnish the Corporation with the name of said firm or individual. Such firm or individual shall contact the Corporation for clearance to install or remove hurricane shutters.

(16) Personal Property. The personal property of all Unit Owners shall be stored within their Condominium Units.

(17) Further Rules and Regulations. The Corporation may promulgate other Rules and Regulations as elsewhere provided herein.

(18) Applicability. Anything to the contrary herein notwithstanding, none of the above provisions of this Article and no further Rules and Regulations promulgated hereunder shall apply to the Declarant or to any Unit owned by the Declarant.

ARTICLE XVI

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Corporation's meetings to the extent that it is not in conflict with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the statutes of the State of Florida.

ARTICLE XVII

MISCELLANEOUS

Section 1. Protection of Property. All taxes and special assessments upon a Condominium Unit shall be paid before becoming delinquent, or as provided in the Condominium Documents or by law, whichever is sooner.

Section 2. Mortgage Register. The Corporation may maintain a register of all mortgages and, at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid assessments or violations served upon a Unit Owner to said mortgagee. If a Register is maintained, the party maintaining same may make such reasonable charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

Section 3. Liability In Excess of Insurance. If the Corporation may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

Section 4. Conflict. In the event of any conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- (a) Declaration of Condominium
- (b) Articles of Incorporation
- (c) Bylaws
- (d) Rules and Regulations

Section 5. Construction. Wherever the context permits or requires, the singular shall include the plural, and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

Section 6. Membership Book. The Corporation shall keep at its registered office or principal place of business, a membership book containing the name and address of each member and each Voting Representative.

ARTICLE XVIII
RIGHTS OF INSTITUTIONAL MORTGAGEES

Section 1. The Corporation is required to make available to Institutional Mortgagees, current copies of the Declaration, these Bylaws, the Rules and Regulations adopted hereunder, and the books, records and financial statements of the Corporation. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. An Institutional mortgagee is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

Section 3. An Institutional mortgagee, upon written request, is entitled to written notification from the Corporation of any default in the performance by the individual Mortgager Unit Owner of any obligation under the Condominium Documents which is not cured within sixty (60) days.

ARTICLE XIX
RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation and use of the Common Elements of the Condominium; provided that all such rules and regulations and amendments thereto shall be approved by a majority vote of the Unit Owners before becoming effective. A copy of the Rules and Regulations adopted from time to time, and any amendments thereto, shall be posted in a conspicuous place on the Condominium Property. No rule and regulation, or amendment thereto, shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule and regulation, or amendment thereto, shall become effective immediately upon posting.

ARTICLE XX
ARBITRATION OF INTERNAL DISPUTES

Internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to F.S. 718.1255. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this Article shall preclude any party from proceeding alternatively in the manner prescribed elsewhere herein.

THE FOREGOING WERE DULY ADOPTED AS THE BYLAWS OF HARBOUR
POINTE AT RIVER BRIDGE CONDOMINIUM ASSOCIATION, INC., A CORPORATION
NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA, AT THE FIRST
MEETING OF THE BOARD OF DIRECTORS ON _____, 1986.

(CORPORATE SEAL)

HARBOUR POINTE AT RIVER BRIDGE
CONDOMINIUM ASSOCIATION, INC.

APPROVED:

Secretary

(CORPORATE SEAL)

President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this day of _____, 1986, by JOSEPH RUSSO, as President, and MICHAEL J. SABATELLO, JR., as Secretary, of HARBOUR POINTE AT RIVER BRIDGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the Corporation.

NOTARY PUBLIC

(SEAL)

My commission expires:

1641/121,122

