

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of RIVER WILDERNESS VILLAS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 12, 1985, as shown by the records of this office.

The document number of this corporation is N11072.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
13th day of September, 1985.

George Firestone  
Secretary of State



CER-101

FILED

ARTICLES OF INCORPORATION 1985 SEP 12 PH 4: 01

FOR

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RIVER WILDERNESS VILLAS ASSOCIATION, INC.

(A NON-PROFIT CORPORATION)

The undersigned RIVER WILDERNESS OF BRADENTON, INC., a Florida corporation, hereinafter "the Developer", desiring to form a corporation not for profit under Chapter 617 of the Florida Statutes, does hereby make, subscribe, acknowledge and file these Articles of Incorporation.

ARTICLE I

NAME

The name of this Corporation is:

RIVER WILDERNESS VILLAS ASSOCIATION, INC., hereinafter "the Corporation".

ARTICLE II

PURPOSES AND POWERS

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to the Members thereof and the specific primary purposes for which it is formed are to provide for maintenance, preservation, control, and operation of certain property (usually referred to as "common areas") within Tract 11 of RIVER WILDERNESS PHASE I, a subdivision recorded in Plat Book 22, Pages 80 through 94, of the Public Records of Manatee County, Florida, said Tract 11 being comprised of duplex villas within said subdivision, and such additions thereto in the surrounding areas as may be added thereto; and to otherwise promote the health, safety and welfare and to enhance the civic, social and recreational interests of its Members; and to carry out the duties and obligations and receive the benefits given the Corporation under the proposed DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR TRACT 11, RIVER WILDERNESS PHASE I, as amended from time to time.

In furtherance of these purposes, this Corporation shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles or prohibited by Statute, including all powers reasonably necessary to fulfill the above purposes, and specifically including the power to make and collect assessments against Members in accordance with the By-Laws in order to fulfill such purposes.

All funds and title of all properties acquired by the Corporation and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of these Articles and the By-Laws of the Corporation.

ARTICLE III  
NON-PROFIT NATURE

The Corporation shall not exist or be operated for pecuniary gain or profit, direct or indirect, and no part of the net earnings of the Corporation or the net assets upon liquidation shall inure to the benefit of any Member. The Corporation may, however, reimburse its Members for actual expenses incurred for or on behalf of the Corporation, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Corporation, as permitted by law.

ARTICLE IV  
MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided interest in any villa site which is part of the RIVER WILDERNESS real estate project, and which property is at the time of its acquisition subject to the provisions of the aforementioned Declaration, or any other similar declaration for RIVER WILDERNESS which specifically states that the record owner shall be a Member of this Corporation, shall be a Member of the Corporation, provided that any such person or entity who holds such an interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Corporation. Each member of this Corporation is also automatically, by reason of his purchase of property within the RIVER WILDERNESS real estate project, also a member of RIVER WILDERNESS OF BRADENTON FOUNDATION, INC., a separate not for profit Florida corporation established pursuant to that certain DECLARATION AND GENERAL PROTECTIVE COVENANTS document, recorded in Official Records Book 1100, Pages 3266 through 3290, of the Public Records of Manatee County, Florida.

ARTICLE V  
VOTING RIGHTS

The Corporation shall have two classes of voting membership:

(a) Class A. Class A Members shall include all Members, with the exception of the Developer so long as it is a Class B Member. Class A Members shall be entitled to one vote for each property unit assigned to any property owned by each Member, all as defined by the particular declaration which creates such membership. When more than one person holds an interest in any property unit, all such persons shall be Members. The vote assigned to each property unit shall be cast only by the person named in a certificate signed by all such Members and filed with the Corporation, but in no event shall more than one vote be cast with respect to any property unit.

(b) Class B. The Class B Member shall be the Developer, who shall be entitled to three (3) votes for each property unit assigned to property owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, after which the Developer shall be entitled to one (1) vote for each property unit as a Class A Member:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) on December 31, 1998 or such later date as the Developer in its sole discretion establishes, by recorded instrument executed by it.

#### ARTICLE VI

##### ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to the RIVER WILDERNESS project and to membership herein may be made by the Developer so long as it is a Class B Member, as it in its sole discretion determines and this Corporation shall be required to accept the same. Such additions when properly made under the applicable covenants, conditions and restrictions shall extend the jurisdiction, functions, duties and membership of this Corporation to such additional properties.

#### ARTICLE VII

##### BOARD OF DIRECTORS AND OFFICERS

The affairs of the Corporation shall be managed by a Board of Directors, who need not be Members of the Corporation. The initial Board of Directors shall consist of three (3) directors appointed by the Developer. The By-Laws can change the number of directors to any number divisible by three. The names and addresses of the persons who are to serve on the first Board of Directors are as follows:

Lloyd G. Sheehan	5600 North Trail Blvd. Naples, Florida 33963
Daniel E. Conley	5600 North Trail Blvd. Naples, Florida 33963
Carolyn E. Dryburgh	5600 North Trail Blvd. Naples, Florida 33963

Directors shall be natural persons over the age of eighteen (18). The manner of election of the Directors, as well as removal of Directors and filling of vacancies on the Board, shall be as regulated by the By-Laws.

The Board of Directors may elect officers from among the Board's members, and the officers of the Corporation shall be the President, one or more Vice-Presidents, and a Secretary and such other officers and assistant officers as may be decided upon and elected by the Board. Officers shall be natural persons over the age of eighteen (18), and shall serve at the will of the Board. The election, removal and filling of vacancies shall be as regulated by the By-Laws. The same person may hold two offices, the duties of which are not incompatible, provided however the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The term of each office shall be one (1) year.

ARTICLE VIII

BY-LAWS

The first By-Laws of the Corporation shall be adopted by a majority of the Board of Directors, and may be altered, amended or rescinded as regulated by the By-Laws.

ARTICLE IX

TERM OF EXISTENCE

This Corporation shall exist perpetually, and its existence shall commence upon the filing of these Articles with the Florida Secretary of State.

ARTICLE X

ADDRESS AND INITIAL REGISTERED AGENT

The initial registered office of the Corporation is 5600 North Trail Boulevard, Suite 1, Naples, Florida 33963, and the initial registered agent thereat upon whom process may be served is Lloyd G. Sheehan.

ARTICLE XI

INDEMNIFICATION

Every Director and Officer of the Corporation shall be indemnified by the Corporation to the full extent permitted by law against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in the best interests of the Corporation.

ARTICLE XII

DISSOLUTION

This Corporation may be dissolved only with the assent given in writing and signed by the Members entitled to cast 2/3 of the votes of each class of membership. Written notice of a proposal to dissolve setting forth the reasons therefore and the disposition to be made of the assets (which shall be consistent with Article XIII hereof) shall be mailed to each Member at least 60 days in advance of any action taken.

ARTICLE XIII

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Corporation, the assets, both real and personal, of the Corporation shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. The recipient organization must, in order for the transfer to be valid, accept the duties and obligations previously imposed on the Corporation by Manatee County or by the Southwest Florida Water Management District as to the maintenance of its assets. However, no disposition of corporate property shall be effective to divest or diminish any right or title of any Member invested in him under the recorded covenants and deeds applicable to the properties unless made in accordance with provisions of such covenants and deeds.

ARTICLE XIV

AMENDMENTS

These Articles may be amended as follows, subject to the restrictions set forth:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

(b) So long as there is a Class B membership each such amendment must be approved only by a majority vote of the Class B Members. Thereafter each such amendment must be approved by a majority vote of the Class A Members.

(c) Such amendments may be certified by any two (2) officers of the Corporation as having been enacted by the required vote.

(d) No amendment shall be effective which impairs or dilutes any rights of Members that are governed by any recorded declaration of covenants, conditions and restrictions applicable to the properties which are part of the property interests created thereby.

(e) Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation may be adopted or become effective without the prior written consent of the Developer while it is an active Member of the Corporation.

ARTICLE XV

SUBSCRIBER

The name and street address of the Subscriber (Incorporator) to these Articles of Incorporation is River Wilderness of Bradenton, Inc., with an address of 5600 North Trail Boulevard, Suite 1, Naples, Florida 33963.

IN WITNESS WHEREOF, RIVER WILDERNESS OF BRADENTON, INC., has caused these Articles to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, this 5 day of Sept, 1985.

RIVER WILDERNESS OF BRADENTON, INC.

(SEAL)

By:

Lloyd G. Sheehan  
Lloyd G. Sheehan  
President

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared LLOYD G. SHEEHAN, to me known to be the President of RIVER WILDERNESS OF BRADENTON, INC., the corporate subscriber to the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of September, 1985.

Paul E. [Signature]  
Notary Public

My Commission expires: 11-11-88

Having been named to accept service of process for RIVER WILDERNESS VILLAS ASSOCIATION, INC., at the place designated in the foregoing Articles of Incorporation, I hereby agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Signature

Lloyd G. Sheehan  
Lloyd G. Sheehan

Date

9-5-85

B:ASSN.INC

BY-LAWS  
OF  
RIVER WILDERNESS VILLAS ASSOCIATION, INC.

ARTICLE I  
DEFINITIONS

- 1.01 "ASSOCIATION" shall mean and refer to RIVER WILDERNESS VILLAS ASSOCIATION, INC., a Florida corporation non-for-profit, which has its principal place of business in Manatee County, Florida, its successors or assigns.
- 1.02 "Association Common Area" shall mean and refer to all real property or any interest therein (including but not limited to any lease of real property), including any improvements and fixtures thereon, owned, leased or the use of which is granted to the ASSOCIATION for the common use and enjoyment of Members.
- 1.03 "Board" shall mean and refer to the Board of Directors of the ASSOCIATION.
- 1.04 "By-Laws" shall mean and refer to the By-Laws of the ASSOCIATION.
- 1.05 "DECLARANT" shall mean and refer to RIVER WILDERNESS OF BRADENTON, INC., a Florida corporation, presently having its principal place of business in Manatee County, Florida, its successors or assigns of any or all of its rights under the Declaration or any other declaration involving property in RIVER WILDERNESS.
- 1.06 "Declaration" shall mean and refer to the Declaration of Restrictions and Protective Covenants for Tract 11, River Wilderness Phase I, filed of record in Official Records Book 1123, Pages 1501 through 1528, of the Public Records of Manatee County, Florida, as the same may be amended from time to time.
- 1.07 "Dwelling Unit" shall mean and refer to any residential villa unit intended for occupancy by one family or household.
- 1.08 "FOUNDATION" shall mean and refer to RIVER WILDERNESS OF BRADENTON FOUNDATION, INC., a Florida corporation not-for-profit, which has its principal place of business in Manatee County, Florida, its successors or assigns.
- 1.09 "Foundation Common Area" shall mean and refer to all real property or any interest therein (including but not limited to any lease of real property), including any improvements and fixtures thereon, owned, leased or the use of which is granted to the FOUNDATION for the common use and enjoyment of Members.
- 1.10 "Governing Documents" shall mean and refer to the Declaration or any similar declaration hereafter recorded by the DECLARANT, and the Articles of Incorporation and By-Laws of ASSOCIATION, all as filed or recorded, if required, and all as may be amended from time to time. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence: Declaration or any similar declaration, Articles, By-Laws.
- 1.11 "Members" shall mean and refer to those Persons who are members of the ASSOCIATION and have rights, privileges and obligations with respect to the ASSOCIATION as provided in its Articles of Incorporation, in these By-Laws and in the Declaration or other declarations of which the DECLARANT is a signatory.



1.12 "Notice" shall mean and refer to written notice.

1.13 "OWNER" shall mean and refer to the record owner, whether one or ~~more~~ Persons, of a fee simple title to any Site located within the Properties or any other property made subject to a declaration of which the DECLARANT is a signatory that creates membership rights in the ASSOCIATION; but excluding those having an interest in a Site merely as security for the performance of an obligation.

1.14 "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more Persons having a joint or common interest, or any other legal entity.

1.15 "Properties" shall mean and refer to that certain real property, or any interest therein, including any improvements and fixtures thereon, described in the Declaration, and such additions thereto as may be added pursuant to Article 2 of the Declaration.

1.16 "RIVER WILDERNESS PHASE I" shall mean and refer to that certain subdivision, and all lands and other facilities therein, recorded in Plat Book 22, Pages 80 through 94, of the Public Records of Manatee County, Florida.

1.17 "Site" shall mean and refer to a villa site and the Dwelling unit thereon within Tract 11, RIVER WILDERNESS PHASE I, or other Properties added to the Declaration.

1.18 "Structure" shall mean and refer to that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

## ARTICLE II

### MEMBERSHIP

#### 2.01 Members.

(a) Every OWNER and the DECLARANT, so long as it is an OWNER, shall be a Member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any Site which is subject to assessment.

(b) Members' rights, privileges and obligations shall be as set forth herein and in the Articles of Incorporation of the ASSOCIATION and the Declaration or any similar declaration of which DECLARANT is a signatory which declaration shall specifically refer to this ASSOCIATION.

#### 2.02 Classes.

The ASSOCIATION shall have two classes of voting membership:

(a) Class A. Class A Members shall include all OWNERS, with the exception of the DECLARANT so long as it is a Class B Member. Class A Members shall be entitled to one vote for each Site. When more than one Person holds an interest in any Site, all such Persons shall be Members but with just one vote. The vote assigned to each Site shall be cast only by the Person named in a certificate signed by all such Members and filed with the ASSOCIATION, but in no event shall more than one vote be cast with respect to any Site.

(b) Class B. The Class B Member shall be the DECLARANT who

shall be entitled to three (3) votes for each Site owned by DECLARANT. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, after which DECLARANT shall be entitled to one vote for each Site as a Class A Member:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) on December 31, 1998 or such other later date as DECLARANT in its sole discretion establishes, by recorded instrument executed by DECLARANT.

(c) Membership in the FOUNDATION. Each Member of the ASSOCIATION is also automatically, by reason of his purchase of a Site, also a member of the FOUNDATION, and has all the rights of such membership including the right to use Foundation Common Area. Similarly, each Member has the duties that are connected with being a member of the FOUNDATION, including the duty to pay assessments. No attempt is made here to repeat the various provisions of the FOUNDATION Articles of Incorporation and FOUNDATION By-Laws.

#### 2.03 Rights of Membership.

The rights of membership are subject to the payment of all assessments and charges levied by the ASSOCIATION.

#### 2.04 Privileges of Members.

Members in good standing shall have a license to use the Association Common Areas subject to such rules and conditions as may be established by the Board.

#### 2.05 Voting.

(a) Only Members in good standing shall have the privilege to vote.

(b) There shall be one membership attributable to each Class A voting unit regardless of the number of Persons who may have an ownership interest therein or the manner in which title is held by them. The voting member shall be designated in writing to the ASSOCIATION.

(c) The Class B Member shall be entitled to cast three (3) votes for each Site owned by it at any meeting of the ASSOCIATION or for the election of Directors.

(d) A Member may only vote upon those proposed modifications or amendments of covenants, conditions, restrictions or provisions of the Declaration or any subsequent declaration involving the ASSOCIATION to which said Member's Site is subject.

#### 2.06 Suspension of Privileges of Membership.

The Board may suspend the privileges of Class A Members during:

(a) Any period during which any ASSOCIATION charge on such Member remains unpaid;

(b) The period of any continuing violation by such Member of the provisions of the Declaration or any similar declaration after the existence thereof shall have been declared by the Board; or

(c) A period to be determined by the Board, for repeated violations of the By-Laws or the rules and regulations of the

ASSOCIATION.

2.07 Notice of Address Change.

(a) It is the obligation of each Member to keep the ASSOCIATION advised of his current mailing address.

(b) If a Member sells his Site, it shall be the Member's duty, in addition to any other duties, to provide the buyer's name and mailing address to the ASSOCIATION.

2.08 Voting on FOUNDATION matters.

When voting on all FOUNDATION matters, including the election of the FOUNDATION's Board of Directors, the Members shall cast their votes through the ASSOCIATION and the ASSOCIATION shall tabulate the votes and cast same in a block or in any other manner that the ASSOCIATION Board determines to be fair, equitable, uniformly applied and does not result in the casting of fractional votes.

ARTICLE III

EVIDENCE OF MEMBERSHIP AND TRANSFER

3.01 Member Certificates.

Certificates of membership in the ASSOCIATION may be issued to Members. Such certificate shall be in such form as the Board shall from time to time designate and shall be issued over the signature of the President or other officer of the ASSOCIATION. Such certificate shall also clearly state on its face that the ASSOCIATION is a not-for-profit corporation. Adequate records shall be maintained by the ASSOCIATION showing the names of the Members of the ASSOCIATION and the date of membership.

3.02 Transfer.

When a Member ceases to be an OWNER, such Person's membership shall cease, but such Person shall remain liable for all ASSOCIATION assessments and charges incurred prior to the giving of written notice to the ASSOCIATION that such Person is no longer an OWNER.

ARTICLE IV

MEETING OF MEMBERS

4.01 Place of Meetings.

Meetings of the ASSOCIATION shall be held in the State of Florida in such place therein as may be stated in the notice of such meeting.

4.02 The Annual Meeting.

The annual meeting of the ASSOCIATION shall be held on the second Monday of March of each year commencing with the year 1987.

4.03 Special Meetings of the ASSOCIATION.

A special meeting of the ASSOCIATION may be called by the Board at any time in the manner herein provided. A special meeting may also be called upon the written petition of twenty percent (20%) of the Members of the ASSOCIATION who would have the right to vote at such meeting. Such petition shall set forth the purpose of the special meeting.

#### 4.04 Notice of Meetings of the ASSOCIATION.

Notice of the place, date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, to each Member entitled to vote at such meeting. If mailed, such Notice shall be deemed to have been delivered when deposited in the United States Mail, addressed to the Member at his address as it appears on the records of the ASSOCIATION, with postage prepaid; or such Notice may be published in any newspaper or publication printed under the auspices of the ASSOCIATION and distributed generally among Members of the ASSOCIATION. At a special meeting, no business shall be conducted except that stated in the Notice of said meeting.

#### 4.05 Quorum.

A quorum at either a special meeting or the annual meeting shall exist when there are present at the meeting, either in person or by proxy, ten per cent (10%) of the total votes which could be cast at such meeting, on any question, if all Members were present in person or by proxy. Unless otherwise required by law, by the Declaration, or by other Governing Document, all matters shall be decided by the majority vote of the total votes present, in person or by proxy.

#### 4.06 Annual Meeting and Election of Directors.

The first annual meeting of the Members shall be held within twenty months from the date of Incorporation of the ASSOCIATION, and shall be held regularly on an annual basis thereafter.

(a) Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall be appointed by the Board and consist of a Chairman, who shall be a Member of the Board, and two or more Members of the ASSOCIATION. The nominating committee shall make nominations for election to the Board equal to the number of vacancies there are to be filled.

(b) The Secretary of the ASSOCIATION shall cause notice of each nomination of the nominating committee to be included in the Notice of the annual meeting.

(c) Election to the Board of Directors shall be by secret, written ballot. At such election the Members or their proxy may cast, in respect to each vacancy, as many votes as they are entitled to under the provisions of the Declaration. Those individuals receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### 4.07 Proxies.

Every Member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such Member or his duly authorized agent and filed with the Secretary of the ASSOCIATION; provided that every proxy be revocable and shall automatically expire after eleven months from the date of its execution unless the Person executing it specifies therein the length of time for which such proxy is to continue in force, which in no event shall exceed three years from the date of its execution.

ARTICLE V

BOARD OF DIRECTORS, OFFICERS

5.01 Board of Directors.

There shall be a Board of Directors which shall be the governing body of the ASSOCIATION. The initial Board shall consist of three Directors appointed by DECLARANT. Directors need not be Members.

5.02 Powers.

The Board:

(a) Shall designate a banking institution or institutions as depository for the ASSOCIATION's funds and the individual(s) authorized to make withdrawals therefrom and to execute obligations on behalf of the ASSOCIATION.

(b) May borrow money for ASSOCIATION purposes. A resolution by the Board that the interests of the ASSOCIATION require the borrowing for a proper corporate purpose shall be required. The Board may, if it determines that the same shall be reasonably necessary, and if it obtains the written approval of DECLARANT while it is a Class B Member, assign, pledge, mortgage or encumber any ASSOCIATION property as security for such borrowings, and they may pledge or assign future revenues of the ASSOCIATION as security therefor.

(c) May adopt such rules and regulations relating to the use of the Association Common Area, and sanctions for noncompliance therewith, as it may deem reasonably necessary for the best interest of the ASSOCIATION and its Members. The Board may also establish and levy reasonable fees for the issuance of permits for erecting or placing improvements on any Association Common Area or for the use of Association Common Area.

(d) May adopt reasonable rules of order for the conduct of the meetings of the ASSOCIATION.

(e) May establish committees of the ASSOCIATION and appoint the members thereof. Further, it may assign to such committees such responsibilities and duties not inconsistent with the provisions of these By-Laws or with law as it may deem appropriate.

(f) May, in order to facilitate the business of the ASSOCIATION and to further the interests of the Members of the ASSOCIATION the Board may enter into agreements with any Person, including DECLARANT, relating to the orderly transfer of property to or from the ASSOCIATION, the maintenance of Association Common Areas, and such other matters as the Board may determine to be appropriate.

(g) Has the power to perform other acts not inconsistent with the provisions of these By-Laws or with law.

5.03 Term.

The terms of the initial Board shall be as follows: one Director shall serve a three year term; one Director shall serve a two year term; and one Director shall serve a one year term. After completion of these initial terms a Director shall serve a three year term so that each year one Director will be elected. If the size of the Board is increased, then each year one-third of the Directors shall be elected.

5.04 Meetings of the Board of Directors.

The Board shall meet at such times and places as the Board may prescribe. Notice of the schedule of regular meetings shall be given to each member at least two weeks prior to the date of the next regular meeting. Special meetings of the Board may be called by a majority of the Board or by the President. Notice of the place and time shall be given in writing or orally at least three days prior to the date of a special meeting, whenever practicable.

5.05 Quorum and Proxy.

A majority of the Directors shall constitute a quorum and no action may be taken without a quorum being present. No action of the Board shall be valid or binding unless adopted by the affirmative vote of the majority of those present at the meeting. Proxy voting by the Directors is prohibited.

5.06 Vacancies.

If any vacancy exists on the Board, such vacancy shall be filled by the remaining Directors even though those remaining Directors might be less than a quorum. Any individual so elected a Director shall serve out the unexpired term of the Director whom he has replaced.

5.07 Officers.

The Officers of the ASSOCIATION shall be the President, a Vice President, a Secretary, and such other Officers as the Board may from time to time appoint. Officers shall be members of the Board. The term of each Officer shall be one year. Officers need not be Members of the ASSOCIATION.

5.08 President.

The President shall be vested with the powers and duties generally incident to the office of President of a non-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these By-Laws.

5.09 Vice President.

In the absence of the President, or in the event of his inability or refusal to act, the Vice President is empowered to act and shall thereupon be vested with the powers and duties of the President.

5.10 Secretary.

The Secretary of the ASSOCIATION shall be responsible for keeping the minutes of matters transacted at the meetings of the Members and of the Board, the mailing of all Notices required under the By-Laws, custody of the corporate seal and records, the maintenance of a list of the Members and their addresses, and the performance of all other duties incident to the office of Secretary.

ARTICLE VI

PROPERTY RIGHTS

6.01 Use.

Each Member in good standing shall be entitled to the use and enjoyment of the Association Common Area and related facilities as provided by the Declaration.

6.02 Delegation.

Any Member may delegate his rights of enjoyment in the Association Common Area and related facilities to the members of his family who reside in the Member's Dwelling Unit or to any of his tenants who reside therein under a leasehold interest. Such Member shall notify the Secretary in writing of the name of any such individual and of the relationship of the Member to such individual. The rights and privileges of such individual are subject to suspension to the same extent as those of the Member.

#### 6.03 Guidelines.

The Board may develop and promulgate rules, regulations and guidelines for the use and enjoyment of Association Common Area. The policy guidelines shall include procedures, aspects and objectives of use regulation, and principles and standards for use regulation. They may be modified and supplemented from time to time, on due notice to the OWNERS and subject to adoption by the Board.

#### 6.04 Temporary Exemptions.

The Board may issue temporary permits to exempt any prohibitions expressed or implied by the provisions of this Article, provided the person affected can show good cause and acts in accordance with the adopted guidelines.

#### 6.05 Transfer.

In the event the ASSOCIATION determines to dedicate or transfer all or any part of the Association Common Area to any public agency, authority or utility, the written consent of DECLARANT must be obtained so long as it is a Class B Member.

### ARTICLE VII

#### ASSESSMENTS

#### 7.01 Assessment.

As provided in the Declaration, each Member is obligated to pay the ASSOCIATION assessments which are secured by a continuing lien upon the property against which the assessment is made.

#### 7.02 Purpose of Assessments.

The assessments levied by the ASSOCIATION shall be used to promote the recreation, health, safety, and welfare of the OWNERS and tenants in the Properties, specifically including the establishment and staffing of privacy/security gates, for the improvement and maintenance of the Association Common Area or Structure thereon, for the mutual protection and/or maintenance of the Dwelling Units and other Structures (including, without limitation, the purchase of a comprehensive liability and property damage insurance policy in the name of the ASSOCIATION), and for such other purposes permitted by the Governing Documents, and they shall be adequate to finance the operations and activities of the ASSOCIATION, to satisfactorily maintain the Association Common Area and to establish and maintain adequate repair and replacement reserves. Further, the assessment shall include that portion of the FOUNDATION assessment allocable to the ASSOCIATION and the Members as set by the FOUNDATION Board of Directors for the maintenance, repair and improvement of Foundation Common Area and for other authorized purposes under the FOUNDATION's Articles of Incorporation and By-Laws.

#### 7.03 Annual Assessment.

The annual assessment for each Site owned by a Person other than the DECLARANT shall be determined by the Board by taking the annual budget and allocating same to each Site in a manner deemed

fair by the Board. Without limiting the foregoing discretion, the Board may elect to assess all Sites the same, or the Board may consider the value of the Site, whether and to what extent the Site has been improved, and the extent to which in the opinion of the Board the Site benefits from the items comprising the annual budget. The Board shall fix the annual budget and the amount of the annual assessment against each Site at least sixty (60) days in advance of each annual assessment period which shall be the calendar year. Notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the Board.

#### 7.04 Special Assessments.

(a) In addition to the annual assessments authorized above, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Common Area.

(b) Further, when the Association deems it necessary to perform maintenance, repair or similar work on an individual Site or to an individual Dwelling Unit, for which the OWNER of such Site or Dwelling Unit is responsible, the ASSOCIATION may, if payment is not promptly made by the OWNER, levy a special assessment for same against said OWNER.

#### 7.05 Initial Assessments.

In addition to the assessments provided for in Sections 7.03 and 7.04, the ASSOCIATION may levy upon OWNERS other than DECLARANT an initial assessment due and payable at the closing of a Site in which the DECLARANT is the conveyor, such assessment to be assessed in a non-discriminatory fashion on a per Site basis.

#### 7.06 Time for Payment.

The assessment levied against the OWNER of each Site shall be payable in advance on a monthly, quarterly, semi-annual or annual basis as determined by the Board. The assessment shall be considered delinquent if it is not paid within 30 days of the due date set by the Board.

#### 7.07 DECLARANT Assessment.

(a) To the extent that the DECLARANT owns a Site whereon a Dwelling Unit is or has been occupied, such Site shall be assessed as provided in Section 7.03 hereof.

(b) Until such time as the Class B membership shall expire, the DECLARANT shall not be required to pay an annual assessment for any Site (other than those provided for in paragraph (a) above) it owns so long as it shall pay all budget expenses incurred which are greater than the amount collectible from other assessable Sites and the actual operating expenses of the ASSOCIATION. The DECLARANT may at any time, by Notice to the Board, elect instead to be assessed on all its Sites as provided in paragraph (c) below.

(c) Upon and after the expiration of Class B membership, the DECLARANT shall pay an annual assessment on its Sites that have not been occupied equal to fifty percent (50%) of the annual assessment per Site provided in Section 7.03 hereof.

#### 7.08 Exempt Property.

All properties designated to be dedicated to, or dedicated to and accepted by, the ASSOCIATION, Manatee County or any local public authority shall be exempt from the assessments created



herein, except no land improvements devoted to dwelling use shall be exempt from said assessments.

**7.09 Nonpayment of Assessments.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permitted by Florida law, although the Board may in its discretion waive the interest. The ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the same, or foreclose the lien against the Site. An OWNER against whom any such proceeding is successfully brought shall pay all costs of same, including reasonable attorney's fees. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Common Area or abandonment of his Site.

**7.10 Lien for Assessment.**

The ASSOCIATION has a lien upon each Site, which lien shall and does secure the monies due for all (a) assessments, (b) interest on delinquent assessments, and (c) costs and expenses, including a reasonable attorney's fee, which may be incurred by the ASSOCIATION in enforcing its lien. The lien shall be established by filing a claim of lien in the Public Records of Manatee County, Florida, but the lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the recordation of the ASSOCIATION's lien. The Board shall decide when and whether to file a claim of lien on a case-by-case basis in a non-discriminatory manner.

**7.11 Proof of Payment.**

Upon request, the ASSOCIATION shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

**7.12 Suspension.**

The ASSOCIATION shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any OWNER or to any Person claiming under him unless or until all assessments and charges to which he is subject have been paid.

**ARTICLE VIII**

**INDEMNIFICATION**

Every Director and Officer of the ASSOCIATION shall be indemnified by the ASSOCIATION to the full extent permitted by law against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a part or in which he may become involved by reason of his being or having been a Director or Officer of the ASSOCIATION, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board as being in the best interests of the ASSOCIATION.

**ARTICLE IX**

**AMENDMENT**

These By-Laws may be amended by a majority vote of the Board

except that so long as DECLARANT is a Class B Member of this ASSOCIATION its prior written consent must be obtained.

WE HEREBY CERTIFY that the foregoing were adopted this 20<sup>th</sup> day of September, 1985, as the By-Laws of RIVER WILDERNESS WILLAS ASSOCIATION, INC.

  
Floyd G. Sheehan, Director

  
Daniel E. Conley, Director

FILED AND RECORDED  
RECORDS SECTION  
MANAGER, TAMPA, FLA  
SEP 25 12 27 PM '85

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