

TO WHOM IT MAY CONCERN

The undersigned - Nick Frazier, President Rio Villa North Homeowners' Association and Monique Vega, Secretary, Rio Villa North Homeowners' Association, hereby certify that the attached documents reflect the official proceedings of the Special Meeting held on February 21, 2023 to vote on amending Page 7, ARTICLE X (ASSESSMENTS) of the BYLAWS OF RIO VILLA NORTH HOMEOWNERS' ASSOCIATION and Page 9, Paragraph 28 - PROPERTY OWNERS ASSOCIATION MAINTENANCE, Section (B)(3) and (B)(4) Page 9 of the Amended Declaration of Restrictions of Rio Villa North.

ATTACHMENT 1 is the official record of said meeting showing that the amendment of ARTICLE X (ASSESSMENTS) and Paragraph 28 - PROPERTY OWNERS ASSOCIATION MAINTENANCE, Section (B)(3) and (B)(4) with 37 votes cast "FOR" and 6 votes cast "AGAINST" AND the rewriting of BYLAWS and Declarations with 36 votes cast "FOR" and 7 votes cast "AGAINST". The required number of "FOR" votes required to pass an amendment is 50% or 36 votes out of the 72 legal members of Rio Villa North Homeowners' Association.

ATTACHMENT 2 is the amended page of the BYLAWS OF RIO VILLA NORTH HOMEOWNERS' ASSOCIATION

ATTACHMENT 3 is the Amended Declaration of Restrictions of Rio villa North, currently recorded in OR Book/Page 3515/2874.

IN WITNESS WHEREOF, the parties have set their hands this 6th day of JUNE, 2023

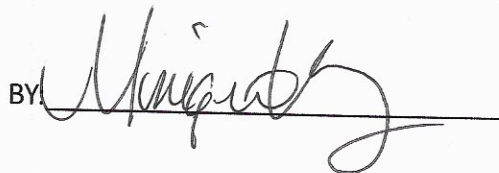
RIO VILLA NORTH HOMEOWNERS' ASSOCIATION, INC.

BY:



Nick Frazier, President

BY:



Monique Vega, Secretary

I HEREBY CERTIFY the foregoing papers were subscribed and acknowledged by Nick Frazier, as President of Rio Villa North Homeowners' Association, Inc, and Monique Velez, as Secretary of Rio Villa North Homeowners' Association, Inc. this 6th day of JUNE, 2023



NICOLE MARRERO
Notary Public
State of Florida
Comm# HH321766
Expires 10/13/2026

ATTACHMENT 1

AGENDA

**RIO VILLA NORTH HOA SPECIAL MEETING – FEBRUARY 21, 2023
6:00 PM INDIAN HARBOUR BEACH RECREATION CENTER
1233 YACHT CLUB BLVD.
INDIAN HARBOUR BEACH, FL 32937**

SUBJECT:

“Request to amend the BYLAWS – Page 7, ARTICLE X and Declaration of Restrictions of Rio Villa North, Page 9, Paragraph 28, Section (B)”

AND

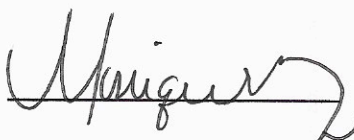
“Request to start the process of having BYLAWS and Declarations rewritten in order to be in compliance with current laws, to remove references to Developer, and improve language and processes.”

1. Welcome / Call to Order
2. Status of Dues Collection
3. Approved Operating Budget
4. Expenditures to Date
5. Maintenance Projects Summary
6. Pond Erosion Restoration
North is facing and risks for the two homes on either side of the pond.
7. Vote
8. Counting of Votes
 - a. Amendments
 - i. FOR – 37 Votes
 - ii. AGAINST – 6 Votes
 - b. Rewriting of BYLAWS and Declarations
 - i. FOR – 36 Votes
 - ii. AGAINST – 7 Votes

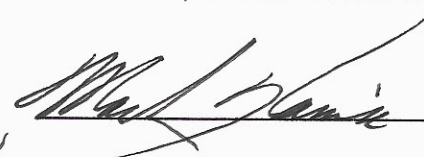
Nick Frazier, President



Monique Vega, Secretary



Mark Kania, 1st Vice President



9. Adjourn.

ATTACHMENT 2

AMENDED PAGE 7 OF THE
BYLAWS OF RIO VILLA NORTH HOMEOWNERS' ASSOCIATION

AND

ATTACHMENT 3

AMENDED PAGE 9 OF THE
AMENDED DECLARATION OF RESTRICTIONS RIO VILLA NORTH PHASE 1, 2, 3

ATTACHMENT 2

ARTICLE X **ASSESSMENTS**

As specified in articles 33(A)&(B) of the Declaration each member is obligated to pay to the Association semi-annual (January and July) and special assessments. A member whose assessments are unpaid for over thirty (30) days after due date shall be charged a rate of 15% per year, and the Association may bring an action at law against the owner or owners personally obligated to pay the same or foreclose the lien against the purport, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of lot.

ARTICLE XI **ENFORCEMENT OF DECLARATION**

Compliance with the Declaration shall be upheld by each member of the RIO VILLA NORTH HOMEOWNERS' ASSOCIATION.

ARTICLE XII **VOTER AND BALLOT TABULATION**

Ballots are to be opened and tallied in the presence of the Secretary, one other Board member, and one member of the Association at Large. All those present will sign off on the final tally.

ARTICLE XIII **CHANGES TO DECLARATION**

Section 1. In order to make a change to the Declaration, a petition stating the exact wording as it Shall appear in the Declaration and signed by 29 (40%) members in good standing shall be presented to the Board.

Section 2. After receiving a petition as stated in Section 1 of the Article, the Board will call a special meeting within 30 days for the members to discuss the change.

ATTACHMENT 3

- (1) To assume the duties of Developer that are herein provided, at the time that the Developer assigns the duties to the Association. At such time as the Developer assigns the duties to the Association, the duties shall automatically become the responsibility of the Association. Developer shall be relieved of all such responsibilities at that time, except as it relates to architectural control. The duties of architectural control shall be retained by the Developer until such time as the Developer specifically assigns those duties to the Association in writing.
- (2) To take over the maintenance of the lighting, pavement island, greens, fence and water retention areas, as well as paying for both the maintenance and electrical charges for the operation of the street lights in the subdivision.
- (3) In connection with the cost of the maintenance and charges of said fence, pavement islands, lighting, green and water retention areas, except for the lots owned by the Developer, the Owner of each lot in this subdivision agrees to pay in advance a yearly charge, split into semi-annual payments, payable in January and July, of an amount determined by the Rio Villa North Homeowners' Association Board, with the total annual amount of dues assessed to all Owners not to exceed 200% of the approved annual operating budget and/or a vote of the owners as provided in Paragraph 28(b)(4).
- (4) The payment of the initial calendar year's prorata share of the assessment for the foregoing listed items shall be collected at the closing by the Developer. The Developer shall continue to collect the assessment which shall be paid on or before January 1 of each year. If the Developer determines that the charge is not sufficient, then the charge may be increased and the owner of each lot in the subdivision agrees to thereafter pay said increased amount. After Developer has disposed of all of its lots in this subdivision, the yearly charge may be increased or decreased by the Board of Directors, and total amount of all assessments to Owners may not exceed 200% of the annual operating budget which is approved during the annual Homeowners meeting.
- (5) The Rio Villa North Homeowners' Association shall, at its expense, perpetually maintain as open space and as a portion of the common areas and pursuant to the authority granted to it by these Restrictions, the storm water retention areas and storm water structure and pipes contained within the subdivision legally described in Exhibit A attached hereto and made a part hereof, as well as any other phases of Rio Villa North which are subsequently developed by Rio Villa Properties, Inc. and by reference included in these Restrictions.
- (6) In the event the Association shall fail to provide maintenance of the facilities described in Paragraph (5) above, in accordance with the terms of Ordinance 83- 5 and the maintenance standards which shall from time to time be adopted by the City of Melbourne Engineering Department for said facilities, the City may, after thirty days written notice of its intention to do so, perform said work or have said work performed on behalf of the Association and charge the cost of performing said work or having said work performed to the Association.