

This instrument prepared by:  
W. BARRY SWOPE, Attorney at Law  
9519 N.E. 2 Avenue  
Miami Shores, FL 33138  
O.R. BOOK 233 PAGE 1239

DECLARATION OF RESTRICTIONS FOR RIVER OAK ACRES

WHEREAS, E W E ENTERPRISES, INC., a Florida corporation, hereinafter called "Developer," is the owner of the fee title to the real property located in Okeechobee County, Florida, which property is hereinafter described; and

WHEREAS, Developer intends to improve and develop the said described property as a residential community, and to sell, grant and lease parcels thereof;

NOW, THEREFORE, in consideration of the premises and the acceptance hereafter by the several purchasers as Grantees of the fee simple title or other interest in the several lots of said property, Developer hereby declares that said property and each and every lot and parcel thereof shall be subject to and become bound by these presents, and the parcels and lots shall be held and will be sold, conveyed, mortgaged or leased and enjoyed subject to and with the benefit and advantage of the following restrictions, reservations, limitations, conditions, easements and agreements, to-wit:

I. DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Developer" shall mean and refer to E W E ENTERPRISES, INC., a Florida corporation, and its successors and assigns.

B. "Association" shall mean and refer to RIVER OAK ACRES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not for profit. This is the Declaration of Restrictions to which the Articles of Incorporation and the Bylaws of the Association make reference. Copies of the Articles of Incorporation and the Bylaws are attached hereto and made a part hereof as Exhibits A and B respectively.

C. "River Oak Acres " or "Property" shall mean and refer to all of the lots and parcels, and easements appurtenant thereto, of River Oak Acres according to the plat thereof recorded in Plat Book 5 at page 48+49 of the Public Records of

Okeechobee County, Florida, being a subdivision of the property hereinafter described.

D. "Lot" shall mean and refer to any lot or other parcel of property in River Oak Acres, together with any and all improvements thereon, as platted in the Public Records of Okeechobee County, Florida. (1) "River Front Lot" shall refer to Lots 1 through 49 both inclusive of River Oak Acres; (2) "Airstrip Runway Lots" shall refer to Lots 50 through 93 both inclusive of River Oak Acres.

E. "Owner" shall mean and refer to the record fee simple title owner or the beneficial title owner, whether one or more persons or entities, of any of the lots of River Oak Acres.

F. "Grassed Airstrip Runway" shall mean and refer to that portion of the property so designated and described on the plat of River Oak Acres.

## II. DESCRIPTION OF PROPERTY

The legal description of the platted property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is located in Okeechobee County, Florida, and which is more particularly described as follows:

Situated in Sections 19 and 30, Township 37 South, Range 34 East, Okeechobee County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of Section 30; thence South  $89^{\circ} 10' 30''$  West along the line between Sections 30 and 19 a distance of 1083.44 feet to the Point of Beginning; thence South  $27^{\circ} 12' 58''$  West a distance of 211.85 feet to a point, said point being the point of intersection of the tangents for a curve to the left having a radius of 35.00 feet, a central angle of  $90^{\circ} 00'$  and an arc length of 54.98 feet; thence South  $62^{\circ} 47' 02''$  East from said point of intersection, a distance of 450.00 feet to a point, said point being on the Westerly right of way line of F.C.D. Structure 65; thence South  $27^{\circ} 12' 58''$  West along said Westerly right of way line, a distance of 360.40 feet to a point, said point being on the Northeasterly right of way line of F.C.D. Canal 38; thence North  $62^{\circ} 47' 02''$  West along said Northeasterly right of way line and passing from Section 30 into Section 19 at 1524.75 feet, a total distance of 3877.26 feet to a point, said point being the point of curvature of a curve to the right in said Canal 38 right of way line; thence along said curve having a central angle of  $23^{\circ} 06' 01''$ , a radius of 2747.50 feet, and an arc distance of 1107.73 feet to a point, said point being the intersection of said Northeasterly right of way line of Canal 38 and the West line of said Section 19; thence North  $15^{\circ} 45' 30''$  West, along said

West line of Section 19 a distance of 1061.65 feet to a point; thence North 0° 01' 15" West continuing along said West line of Section 19, a distance of 1291.90 feet to a point marking the Northeast corner of Section 25, Township 37 South, Range 33 East; thence North 0° 02' 00" West, continuing along the West line of Section 19, a distance of 216.33 feet to a point, said point being the intersection of the West line of Section 19 and the Southerly right of way line of State Road 70; thence North 64° 30' 57" East, along said road right of way line a distance of 77.58 feet to a point; thence South 0° 01' 15" East, a distance of 1467.65 feet to a point, said point being the point of curvature of a curve to the left, said curve having a central angle of 15° 44' 15" a radius of 465 feet and a chord bearing of South 7° 53' 22" East and a distance of 127.32 feet; thence along said curve to the left an arc distance of 127.72 feet to a point; thence South 15° 45' 30" East a distance of 277.26 feet to a point said point being the point of curvature of a curve to the left, said curve having a central angle of 4° 25' 08", a radius of 681.02 feet and a chord bearing of South 17° 58' 04" East and a distance of 52.51 feet; thence along said curve to the left an arc distance of 52.52 feet to a point; thence South 62° 47' 02" East a distance of 2131.05 feet to a point; thence North 27° 12' 58" East a distance of 290.40 feet to a point; thence South 62° 47' 07" East, a distance of 78.57 feet to a point, said point being on the proposed right of way of a cul-de-sac having a radius of 50.00 feet; thence around said cul-de-sac a central angle of 151° 44' 52" a radius of 50.00 feet, an arc distance of 132.42 feet, a chord of 96.98 feet and a chord bearing of North 58° 39' 47" East; thence South 45° 26' 14" East, a distance of 42.74 feet to a point; thence South 62° 47' 02" East a distance of 2600.00 feet to a point; thence South 27° 12' 58" West a distance of 538.95 feet to the Point of beginning.

### III. THE ASSOCIATION

Section 1. Membership: Every person, real or artificial, who is the record fee simple title owner or beneficial owner of a lot in River Oak Acres shall be a member of the Association provided that any such person who holds such interest only as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Classes and Voting: The Association shall have such classes of membership, and the classes shall have such voting rights, as are set forth in the Articles of Incorporation of the Association or the bylaws of the Association.

Section 3. Property of Association: The Association shall be the owner of the portion of the property described as "grassed airstrip runway", and the easements appurtenant to River

Oak Acres as set out on the plat of River Oak Acres.

Section 4. Duties of Association: The Association shall be charged with and be responsible for the maintenance of the grassed airstrip runway and the easements appurtenant to River Oak Acres as shown and described on the plat of River Oak Acres. The Association shall act as an Architectural Control Board which shall be responsible for approving the architectural design as to type and style of construction. In addition, the Association shall be responsible for enforcing the terms, conditions and covenants of all of the restrictions contained herein.

Section 5. Annual Assessments: The Board of Directors of the Association shall determine the assessments based upon the anticipated projected annual expenses to be incurred in connection with maintaining the grassed airstrip runway and appurtenant easements as shown on the plat of River Oak Acres and in enforcing the terms, conditions and covenants of this Declaration of Restrictions. Such assessments shall be levied against the individual lot owners as herein described, based upon such lot owner's proportionate responsibility for assessments as is determined pursuant to the class of membership to which such lot owner belongs as determined by the Bylaws of the Association.

Section 6. Use of the Assessments: The assessments, both annual and special, levied by the Association, shall be used exclusively for the purpose of maintaining and preserving the property and equipment of the Association including, but not limited to, the cost of paying the taxes, insurance, labor, material, management and supervision of the Association's property as hereinbefore described, and in enforcing the terms, conditions and covenants of this Declaration of Restrictions; and for such other purposes as are permissible activities of and are undertaken by the Association pursuant to its Bylaws.

Section 7. Collection of Assessments-Lien: If any assessment is not paid on the date due, such assessment shall then become delinquent and shall, together with interest thereon as provided in Florida Statutes, and the cost of collection thereof including reasonable attorneys' fees, become a lien on

the lot or lots against which the assessment is made, effective only upon the filing by the Association of a Claim of Lien or Notice of Lien in the Public Records of Okeechobee County, Florida, stating the delinquent amount thereof and period of time covered thereby, which assessment shall also be the continuing personal obligation of the owner or owners of said lots against whom the assessment is levied.

If any assessment is not paid within thirty days next after the same severally become due and payable, the Association may, at any time thereafter, bring an action to foreclose the lien against the lot or lots in like manner as a foreclosure of a mortgage on real property and an action on the personal obligation against the owner or owners of said lots. Such lien shall be subordinate to the lien of a mortgage or other lien recorded prior to the date of recording the Claim of Lien by the Association in the Public Records of Okeechobee County, Florida.

The lien of the assessments for which provision is herein made as well as in any other article of this Declaration shall be subordinate to the lien of any first or second mortgage, provided the mortgagee of such first or second mortgage is an institutional lender duly licensed to do business in the state of Florida, or an insurance company, federal savings and loan association, national bank or duly approved FHA or VA lending institution, or the Developer, herein. In the event of a foreclosure of such first or second mortgage, all unpaid assessments due for the period prior to the date of issuance of a Clerk's Certificate of Title, or other final instrument of conveyance from the Court having final jurisdiction of the foreclosure proceedings, or delivery of a deed in lieu of foreclosure, shall be eliminated and the grantee of said lot shall be liable only for assessments subsequent to the date of acquisition of title. The lien for assessment shall survive all other foreclosure proceedings or transfers of every nature and the transferee of each lot, upon acquisition of such interest, shall be liable for same. No sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due, nor from the lien of any such



subsequent assessment.

#### IV. USE RESTRICTIONS

Section 1. Residential Use. All lots in this subdivision shall be used for single-family residential living. No business or commercial building may be erected on any lot, and no business or commercial venture may be conducted on any lot or part thereof. The Association shall have the authority and duty to finally determine whether any business or commercial venture is or is not being conducted on any lot and such determination shall be binding on all members of the Association, lot vendees and lot owners. No lot shall be divided, subdivided or reduced in size, unless each undivided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership, to form one or more larger lots.

No buildings shall be constructed upon any lot having less than 1,200 square feet for the main structure, exclusive of porches, garages and airplane and automobile shelters. No structure shall be higher than thirty feet.

No building or any part thereof, including garages, porches, airplane or automobile shelters, shall be erected on any lot closer than twenty (20) feet from the front lot line, twelve (12) feet from the side lot line, and seventy-five (75) feet from the line adjacent to the grassed airstrip runway or fifty (50) feet from the river, except on river lots a dock may be built in accordance with rules, regulations and ordinances of the applicable government authorities. No obstructions, whether natural or artificial, higher than three feet above the level of the grassed airstrip runway shown on the plat of River Oak Acres, shall be permitted within forty feet of the lot line bordering or adjacent to said grassed airstrip runway. The purpose of the foregoing is to allow adequate wing clearance of air craft using said grassed airstrip runway. The owner of each lot adjacent to or bordering the grassed airstrip runway does by the acceptance of an instrument which creates the ownership interest herein for the purpose of membership in the association for said lot, grant an easement and cross-easement or reciprocal easement to the

other lot owners of said lots bordering or adjacent to said grassed airstrip runway over the said forty feet of each lot for the purpose of wing clearance.

Section 2. Prohibited Uses

A. No business or commercial building may be erected on any lot and no business or commercial venture may be conducted on any lot or any part thereof.

B. No tents, shacks, tanks, temporary buildings or structures, mobile homes, travel trailers or other trailers, shall be installed or erected or permitted to remain on any lot except those that might be constructed or installed for sanitary use during construction of permitted structures.

C. Sleeping or other occupancy use is prohibited in and on any house trailers, camping units and trailers, mobile homes and vans, boats or boat houses, while parked on any lot or public right-of-way within the subdivision.

D. No maintenance or repair upon any boat or motor vehicle on any lot shall be permitted, except in an emergency, unless same is conducted in a building totally isolated from public view. No vehicles with a rating in excess of one ton shall be parked on or in front of any lot for a time longer than is sufficient to load or unload such vehicle.

Section 3. Buildings to Conform With Building Regulations. All improvements or other structures erected upon any lot must conform with the applicable governmental building regulations.

Section 4. Bulkheads and Boat Docks. All boat docks and bulkheads must be constructed in such a manner that they comply with the applicable governmental rules and regulations concerning construction and placement on lots which abut the river.

Section 5. Animals. No livestock, poultry, or animals of any kind shall be bred, raised or kept on any lots, except domestic dogs, cats and other household pets which are not bred, raised or kept for commercial purposes.

Section 6. Lot Mowing. All lots shall be mowed

on at least a quarter-annual basis. In the event an owner fails to do so, the Association may have such lot mowed and assess the lot owner the actual cost of such mowing and such assessment shall constitute a lien on the lot as hereinbefore provided.

Section 7. Excavation and Filling. No soil or other materials shall be excavated, removed from or added to any lot which would result in lowering or raising the uniform grade thereof. On any lot where a permitted bulkhead has been constructed, a lot owner may fill the area between the bulkhead and the lot to a height not in excess of the uniform grade height of the lot.

Section 8. Fences and Walls. No fence or wall in excess of four feet in height shall be constructed or installed on any lot adjoining a street. This prohibition shall be in addition to the prohibition of structures more than three feet in height on lots abutting the grassed airstrip runway as set out in IV, Section 1., hereof.

Section 9. Signs. No signs of any kind shall be displayed to public view on any lot except the following:

A. One sign, one square foot or smaller, for purposes of identifying the lot owner's name and address, and

B. One sign, three square feet or less, per side for purposes of advertising "For Sale" or "For Rent" the lot on which such sign is located.

Section 10. Weeds-Trash-Dumping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any lot. No lot owner shall dump, nor allow to be dumped, trash, cans or garbage on any lot, and all lots shall be maintained in a clean and litter free condition. In the event any lot owner shall fail to keep his lot free from any weeds, underbrush, refuse, trash or garbage as herein set out, or unsightly growth, then the Association may enter upon said lot and remove same at the expense of the owner. Such entry shall not be deemed a trespass. All garbage or trash containers must be placed rearward from the front structure, or at such place



near the street as the sanitation removal service for the subdivision may designate. The cost of removal by the Association shall be borne by the owner and shall constitute a lien upon the lot as otherwise provided for herein.

Section 11. Insurance. By becoming a member of the Association, each lot owner agrees to be bound by and to abide by the terms of any and all provisions of any insurance policies purchased by the Association relative to the maintenance of the grassed airstrip runway shown on the plat of River Oak Acres.

#### IV. TRANSFER OF ASSOCIATION CONTROL

A. When lot owners other than the developer own fifteen percent (15%) or more of the lots, the lot owners other than the developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association.

Lot owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association: (1) Three years after fifty percent (50%) of the lots have been conveyed to lot purchasers; (2) Three months after ninety percent (90%) of the lots have been conveyed to lot purchasers; (3) When some of the lots have been conveyed to lot purchasers and none of the others are being offered for sale by the developer in the ordinary course of business; whichever of the above occurs first.

The developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the developer holds for sale, in the ordinary course of business, at least five percent (5%) of the lots subject to the rules and regulations of the Association.

B. Within sixty (60) days after the lot owners, other than the developer, are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the lot owners to elect the members of the Board of Directors of the Association. This meeting may be called and the notice given by any lot owner

if the Association fails to do so.

C. If the developer holds lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

1. Assessment of the developer as a lot owner for capital improvements.
2. Any action by the Association that would be detrimental to the sales of lots by the developer. However, an increase in assessments for common expenses, without discrimination against the developer, shall not be deemed to be detrimental to the sales of units.

D. Prior to, or not more than sixty (60) days after the time that lot owners, other than the developer, elect a majority of the members of the Board of Directors of the Association, the developer shall relinquish control of the Association and the lot owners shall accept control. Simultaneously the developer shall deliver to the Association all property to be owned by the Association, including but not limited to the following items, to-wit:

1. A certified copy of the Association's Articles of Incorporation.
2. A copy of the Bylaws of the Association.
3. The Minute Books, including all minutes and other books and records of the Association, if any.
4. Any house rules and regulations which have been promulgated by the Association.
5. Resignations of officers and members of the Board of Directors who are required to resign because the developer is required to relinquish control of the Association.
6. An accounting for all Association funds, including capital accounts and contributions.
7. All Association funds or control thereof.
8. All tangible personal property that is property of the Association, and an inventory thereof.
9. All insurance policies owned by the Association.

10. A roster of lot owners, and their addresses and telephone numbers if known, as shown on the developers records.

11. Employment or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or the lot owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

12. All other contracts to which the Association is a party.

V. AMENDMENT TO RESTRICTIONS

The developer reserves the right to amend these restrictions if, and to the extent required, an institutional lender as defined in paragraph III hereof requires such amendment for the purpose of granting construction loan and permanent mortgages upon any of the lots. The Association shall have the right to amend these Restrictions upon a two-thirds vote of the Association membership at a meeting of the Association called for such purpose. No such amendments shall be effective without the written consent of the Developer prior to the transfer of the control of the Association as hereinbefore set out.

VI. SEVERABILITY

In the event any of the terms, provisions or covenants, restrictions or reservations herein are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not effect, alter, modify or impair in any manner whatsoever any of the other terms, provisions, covenants, restrictions or reservations not held to be partially invalid or unenforceable.

VII. RIGHTS OF DEVELOPER RE SALE

Notwithstanding any other provision of this Declaration of Restrictions to the contrary, nothing herein shall interfere with developer, its successors or assigns, in developing the lots and developer may place sales or administrative offices on the property, may erect any requisite signs and may place any other objects, facilities or equipment on the property which developer,

in its sole discretion, deems necessary or desirable in the development and construction of the lots.

VIII. EFFECTIVE DATE

This Declaration of Restrictions shall become effective upon its recordation in the Public Records of Okeechobee County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this 6<sup>th</sup> day of March, 1980.

Witnesses:

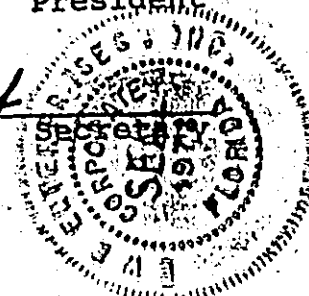
E W E ENTERPRISES, INC.

W. R. Sampson  
Mary M. Ford

By Walter C. Hinterkopf

President

Attest: Ernest C. Hinterkopf



STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

The foregoing Declaration of Restrictions for River Oak Acres by Walter C. Hinterkopf as President and Ernest C. Hinterkopf as Secretary for E W E ENTERPRISES, INC., a Florida corporation, was acknowledged before me this 6<sup>th</sup> day of March, 1980, as the act and deed of said corporation.

WITNESS MY HAND and official seal in the state and county last aforesaid this 6 day of March, 1980.

W. R. Sampson  
Notary Public, State of Florida  
at Large

My commission expires:

September 11, 1983



FILED FOR RECORD  
OKEECHOBEE COUNTY, FLA.  
1980 MAR 12 PM 1:08  
CLIF BETTS, JR.  
CLERK OF CIRCUIT COURT

131287

AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS certain development restrictions have been enacted and recorded pertaining to the subdivision known as "River Oak Acres", which are found at O.R. Book 233, Page 1239 et. seq., Public Records, Okeechobee County, Florida; and

WHEREAS the property affected in the declaration and this amendment refers to all the lots and parcels, and easements appurtenant thereto, of River Oak Acres, according to the Plat thereof at Plat Book 5, Pages 46 & 49, Public Records, Okeechobee County, Florida; and

WHEREAS by operation of said declaration the control of the subdivision and restrictions thereto has been turned over from the developer to the River Oak Acres Homeowner's Association, Inc., a Florida Corporation, who is lawfully empowered to endorse this amendment; and

WHEREAS said declarations permit an amendment thereto by a two-thirds vote of the general membership of the homeowner's association; and

WHEREAS at a duly noticed and called meeting of the River Oak Acres Homeowner's Association the general membership agreed that Article IV, Use Restrictions to said declaration should be amended to further delineate certain prohibited residential restrictions which shall pertain to the described property, such motion being affirmatively approved by the necessary two-thirds vote;

THEREFORE, upon said vote, it is approved and resolved that Article IV of the declarations of restrictions found at O.R. Book 233, Page 1245, be amended by adding the following sub-section to



Section 2. Prohibited Uses:

E. Any residential structure as permitted herein shall not consist of any prefabricated structure; any transportable living unit built on an integral chassis; any manufactured structure or housing which is constructed in whole or in component sections, being constructed at manufacturing facilities and transported to the building site by means of a hitch, or by truck, for erection or installation as a finished building.

F. No addition, alteration, renovation, attachment, outbuilding, or other structure or improvement shall be erected or installed on a lot except in conformity with the original architectural lines, style, materials and color of the existing residence. Any such anticipated construction shall be first presented to the Homeowner's Association architectural committee with a set of plans for approval, prior to commencing construction.

EFFECTIVE DATE. This amendment to the declarations of restrictions shall become effective upon its recordation in the Public Records of Okeechobee County, Florida.

IN WITNESS WHEREOF, the River Oak Acres Homeowner's Association Inc. has caused these presents to be executed as required by law this 14 day of November, 1993.

RIVER OAK ACRES HOMEOWNERS ASSOCIATION, INC.

*[Signature]*  
Sidney R. Taylor  
 printed name  
*[Signature]*  
PAMELA M. GANGLOFF

*[Signature]*  
 By: President  
*[Signature]*  
 Attest: Secretary

printed name

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, the undersigned authority, personally appeared Sally B. Goff and James A. Goff, who are personally known to me, or who produced the following identification: [Signature]; and who were not sworn, and was acknowledged by the corporation as the act and deed of the corporation.

WITNESS my hand and seal this 14 day of November, 1993.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

12-31-94  
Printed notary name

JOHN R. GOGG

STATE OF FLORIDA

COMMISSION EXPIRES SEPT 24, 1994

FILED FOR RECORD  
OKEECHOBEE

93 NOV 24 PM 3:35

GLORIA J. FORD  
CLERK OF CIRCUIT COURT

256628



**REVIVED DECLARATION OF RESTRICTIONS**  
**FOR RIVER OAK ACRES**

WHEREAS the Declaration of Restrictions for River Oak Acres recorded in Official Records Book 233 at Page 1239 of the Public Records of Okeechobee County, Florida, are in need of revitalization pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

WHEREAS the following Organizing Committee seeks to revive the Covenants and Restrictions and submits this Revived Declaration of Restrictions For River Oak Acres for revival pursuant to Florida Statute, Section 720.403 et. seq.

**Thomas Scott Hunt**  
13344 SW 16<sup>th</sup> Dr.  
Okeechobee, FL 34974  
(239) 250-1110

**Robert Barnes**  
13466 SW 16<sup>th</sup> Dr.  
Okeechobee, FL 34974  
(954) 520-8466

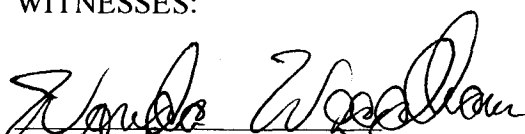
**Edwin Wilsey**  
14168 SW 144<sup>th</sup> Pkwy.  
Okeechobee, FL 34974  
(574) 612-1234

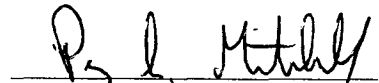
WHEREAS, there have been no changes to the existing Declaration of Restrictions. Thus, the Revived Declaration of Restrictions for River Oak Acres is the same as the previously recorded Declaration and consists of the following attached documents:

1. Declaration of Restrictions for River Oak Acres recorded in Official Records Book 233 at Page 1239 of the Public Records of Okeechobee County, Florida,
2. Schedule identifying each Parcel Owner and Parcel legal description.
3. River Oak Acres Plat recorded in Plat Book 5 at Page 48 of the Public Records of Okeechobee, Florida.
4. The Articles of Incorporation of River Oak Acres Homeowners Association, Inc.
5. By-Laws of River Oak Acres Homeowners Association, Inc.
6. Amendment to By-Laws of Corporation dated August 15, 1993.

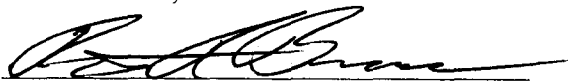
**[TEXT OF THE FOREGOING DOCUMENTS FOLLOWS]**

WITNESSES:

  
Signature  
Wendy Woodhams  
Print Name

  
Signature  
Perry L. Mitchell  
Print Name

RIVER OAK ACRES HOMEOWNERS  
ASSOCIATION, INC.

By:   
President

Dated: 12/26/2019

WITNESSES

RIVER OAK ACRES  
HOMEOWNERS ASSOCIATION, INC.

Wanda Woodhew  
Signature

Print Name

Terry L. Mitchell  
Signature

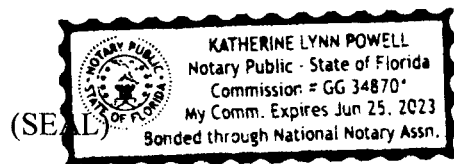
Print Name

By: Thomas Barnes, Secretary

Dated: 12/26/2019

STATE OF FLORIDA )  
) SS:  
COUNTY OF OKEECHOBEE )

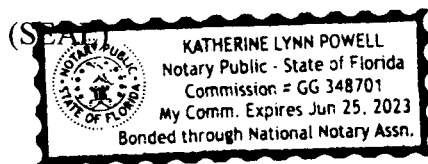
The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of December, 2019, by Robert Barnes, as President of River Oak Acres Homeowners Association, Inc., freely and voluntarily under authority duly vested in him/her by said corporation. He/She is personally known or has produced Drivers License as identification and who did not take an oath.



Katherine Lynn Powell  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires: June 25 2023

STATE OF FLORIDA )  
) SS:  
COUNTY OF OKEECHOBEE )

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of December, 2019, by Thomas Hunt, as Secretary of River Oak Acres Homeowners Association, Inc., freely and voluntarily under authority duly vested in him/her by said corporation. He/She is personally known or has produced Drivers License as identification and who did not take an oath.



Katherine Lynn Powell  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires: June 25 2023

DECLARATION OF RESTRICTIONS FOR RIVER OAK ACRES

WHEREAS, E W E ENTERPRISES, INC., a Florida corporation, hereinafter called "Developer," is the owner of the fee title to the real property located in Okeechobee County, Florida, which property is hereinafter described; and

WHEREAS, Developer intends to improve and develop the said described property as a residential community, and to sell, grant and lease parcels thereof;

NOW, THEREFORE, in consideration of the premises and the acceptance hereafter by the several purchasers as Grantees of the fee simple title or other interest in the several lots of said property, Developer hereby declares that said property and each and every lot and parcel thereof shall be subject to and become bound by these presents, and the parcels and lots shall be held and will be sold, conveyed, mortgaged or leased and enjoyed subject to and with the benefit and advantage of the following restrictions, reservations, limitations, conditions, easements and agreements, to-wit:

I. DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Developer" shall mean and refer to E W E ENTERPRISES, INC., a Florida corporation, and its successors and assigns.

B. "Association" shall mean and refer to RIVER OAK ACRES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not for profit. This is the Declaration of Restrictions to which the Articles of Incorporation and the Bylaws of the Association make reference. Copies of the Articles of Incorporation and the Bylaws are attached hereto and made a part hereof as Exhibits A and B respectively.

C. "River Oak Acres " or "Property" shall mean and refer to all of the lots and parcels, and easements appurtenant thereto, of River Oak Acres according to the plat thereof recorded in Plat Book 5 at page 48+49 of the Public Records of



Okeechobee County, Florida, being a subdivision of the property hereinafter described.

D. "Lot" shall mean and refer to any lot or other parcel of property in River Oak Acres, together with any and all improvements thereon, as platted in the Public Records of Okeechobee County, Florida. (1) "River Front Lot" shall refer to Lots 1 through 49 both inclusive of River Oak Acres; (2) "Airstrip Runway Lots" shall refer to Lots 50 through 93 both inclusive of River Oak Acres.

E. "Owner" shall mean and refer to the record fee simple title owner or the beneficial title owner, whether one or more persons or entities, of any of the lots of River Oak Acres.

F. "Grassed Airstrip Runway" shall mean and refer to that portion of the property so designated and described on the plat of River Oak Acres.

## II. DESCRIPTION OF PROPERTY

The legal description of the platted property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is located in Okeechobee County, Florida, and which is more particularly described as follows:

Situated in Sections 19 and 30, Township 37 South, Range 34 East, Okeechobee County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of Section 30; thence South 89° 10' 30" West along the line between Sections 30 and 19 a distance of 1083.44 feet to the Point of Beginning; thence South 27° 12' 58" West a distance of 211.85 feet to a point, said point being the point of intersection of the tangents for a curve to the left having a radius of 35.00 feet, a central angle of 90° 00' and an arc length of 54.98 feet; thence South 62° 47' 02" East from said point of intersection, a distance of 450.00 feet to a point, said point being on the Westerly right of way line of F.C.D. Structure 65; thence South 27° 12' 58" West along said Westerly right of way line, a distance of 360.40 feet to a point, said point being on the Northeasterly right of way line of F.C.D. Canal 38; thence North 62° 47' 02" West along said Northeasterly right of way line and passing from Section 30 into Section 19 at 1524.75 feet, a total distance of 3877.26 feet to a point, said point being the point of curvature of a curve to the right in said Canal 38 right of way line; thence along said curve having a central angle of 23° 06' 01", a radius of 2747.50 feet, and an arc distance of 1107.73 feet to a point, said point being the intersection of said Northeasterly right of way line of Canal 38 and the West line of said Section 19; thence North 15° 45' 30" West, along said

West line of Section 19 a distance of 1061.65 feet to a point; thence North 0° 01' 15" West continuing along said West line of Section 19, a distance of 1291.90 feet to a point marking the Northeast corner of Section 25, Township 37 South, Range 33 East; thence North 0° 02' 00" West, continuing along the West line of Section 19, a distance of 216.33 feet to a point, said point being the intersection of the West line of Section 19 and the Southerly right of way line of State Road 70; thence North 64° 30' 37" East, along said road right of way line a distance of 77.58 feet to a point; thence South 0° 01' 15" East, a distance of 1467.65 feet to a point, said point being the point of curvature of a curve to the left, said curve having a central angle of 15° 44' 15" a radius of 465 feet and a chord bearing of South 7° 53' 22" East and a distance of 127.32 feet; thence along said curve to the left an arc distance of 127.72 feet to a point;

thence South 15° 45' 10" East a distance of 277.26 feet to a point said point being the point of curvature of a curve to the left, said curve having a central angle of 4° 25' 08", a radius of 681.02 feet and a chord bearing of South 17° 58' 04" East and a distance of 52.51 feet; thence along said curve to the left an arc distance of 52.52 feet to a point; thence South 62° 47' 02" East a distance of 2131.05 feet to a point; thence North 27° 12' 58" East a distance of 290.40 feet to a point; thence South 62° 47' 07" East, a distance of 78.57 feet to a point, said point being on the proposed right of way of a cul-de-sac having a radius of 50.00 feet; thence around said cul-de-sac a central angle of 151° 44' 52" a radius of 50.00 feet, an arc distance of 132.42 feet, a chord of 96.98 feet and a chord bearing of North 58° 39' 47" East; thence South 45° 26' 14" East, a distance of 42.74 feet to a point; thence South 62° 47' 02" East a distance of 2600.00 feet to a point; thence South 27° 12' 58" West a distance of 538.95 feet to the Point of beginning.

### III. THE ASSOCIATION

Section 1. Membership: Every person, real or artificial, who is the record fee simple title owner or beneficial owner of a lot in River Oak Acres shall be a member of the Association provided that any such person who holds such interest only as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Classes and Voting: The Association shall have such classes of membership, and the classes shall have such voting rights, as are set forth in the Articles of Incorporation of the Association or the bylaws of the Association.

Section 3. Property of Association: The Association shall be the owner of the portion of the property described as "grassed airstrip runway", and the easements appurtenant to River

Oak Acres as set out on the plat of River Oak Acres.

Section 4. Duties of Association: The Association shall be charged with and be responsible for the maintenance of the grassed airstrip runway and the easements appurtenant to River Oak Acres as shown and described on the plat of River Oak Acres. The Association shall act as an Architectural Control Board which shall be responsible for approving the architectural design as to type and style of construction. In addition, the Association shall be responsible for enforcing the terms, conditions and covenants of all of the restrictions contained herein.

Section 5. Annual Assessments: The Board of Directors of the Association shall determine the assessments based upon the anticipated projected annual expenses to be incurred in connection with maintaining the grassed airstrip runway and appurtenant easements as shown on the plat of River Oak Acres and in enforcing the terms, conditions and covenants of this Declaration of Restrictions. Such assessments shall be levied against the individual lot owners as herein described, based upon such lot owner's proportionate responsibility for assessments as is determined pursuant to the class of membership to which such lot owner belongs as determined by the Bylaws of the Association.

Section 6. Use of the Assessments: The assessments, both annual and special, levied by the Association, shall be used exclusively for the purpose of maintaining and preserving the property and equipment of the Association including, but not limited to, the cost of paying the taxes, insurance, labor, material, management and supervision of the Association's property as hereinbefore described, and in enforcing the terms, conditions and covenants of this Declaration of Restrictions; and for such other purposes as are permissible activities of and are undertaken by the Association pursuant to its Bylaws.

Section 7. Collection of Assessments-Lien: If any assessment is not paid on the date due, such assessment shall then become delinquent and shall, together with interest thereon as provided in Florida Statutes, and the cost of collection thereof including reasonable attorneys' fees, become a lien on

the lot or lots against which the assessment is made, effective only upon the filing by the Association of a Claim of Lien or Notice of Lien in the Public Records of Okeechobee County, Florida, stating the delinquent amount thereof and period of time covered thereby, which assessment shall also be the continuing personal obligation of the owner or owners of said lots against whom the assessment is levied.

If any assessment is not paid within thirty days next after the same severally become due and payable, the Association may, at any time thereafter, bring an action to foreclose the lien against the lot or lots in like manner as a foreclosure of a mortgage on real property and an action on the personal obligation against the owner or owners of said lots. Such lien shall be subordinate to the lien of a mortgage or other lien recorded prior to the date of recording the Claim of Lien by the Association in the Public Records of Okeechobee County, Florida.

The lien of the assessments for which provision is herein made as well as in any other article of this Declaration shall be subordinate to the lien of any first or second mortgage, provided the mortgagee of such first or second mortgage is an institutional lender duly licensed to do business in the state of Florida, or an insurance company, federal savings and loan association, national bank or duly approved FHA or VA lending institution, or the Developer, herein. In the event of a foreclosure of such first or second mortgage, all unpaid assessments due for the period prior to the date of issuance of a Clerk's Certificate of Title, or other final instrument of conveyance from the Court having final jurisdiction of the foreclosure proceedings, or delivery of a deed in lieu of foreclosure, shall be eliminated and the grantee of said lot shall be liable only for assessments subsequent to the date of acquisition of title. The lien for assessment shall survive all other foreclosure proceedings or transfers of every nature and the transferee of each lot, upon acquisition of such interest, shall be liable for same. No sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due, nor from the lien of any such

subsequent assessment.

IV. USE RESTRICTIONS

Section 1. Residential Use. All lots in this subdivision shall be used for single-family residential living. No business or commercial building may be erected on any lot, and no business or commercial venture may be conducted on any lot or part thereof. The Association shall have the authority and duty to finally determine whether any business or commercial venture is or is not being conducted on any lot and such determination shall be binding on all members of the Association, lot vendees and lot owners. No lot shall be divided, subdivided or reduced in size, unless each undivided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership, to form one or more larger lots.

No buildings shall be constructed upon any lot having less than 1,200 square feet for the main structure, exclusive of porches, garages and airplane and automobile shelters. No structure shall be higher than thirty feet.

No building or any part thereof, including garages, porches, airplane or automobile shelters, shall be erected on any lot closer than twenty (20) feet from the front lot line, twelve (12) feet from the side lot line, and seventy-five (75) feet from the line adjacent to the grassed airstrip runway or fifty (50) feet from the river, except on river lots a dock may be built in accordance with rules, regulations and ordinances of the applicable government authorities. No obstructions, whether natural or artificial, higher than three feet above the level of the grassed airstrip runway shown on the plat of River Oak Acres, shall be permitted within forty feet of the lot line bordering or adjacent to said grassed airstrip runway. The purpose of the foregoing is to allow adequate wing clearance of air craft using said grassed airstrip runway. The owner of each lot adjacent to or bordering the grassed airstrip runway does by the acceptance of an instrument which creates the ownership interest herein for the purpose of membership in the association for said lot, grant an easement and cross-easement or reciprocal easement to the



other lot owners of said lots bordering or adjacent to said grassed airstrip runway over the said forty feet of each lot for the purpose of wing clearance.

Section 2. Prohibited Uses

A. No business or commercial building may be erected on any lot and no business or commercial venture may be conducted on any lot or any part thereof.

B. No tents, shacks, tanks, temporary buildings or structures, mobile homes, travel trailers or other trailers, shall be installed or erected or permitted to remain on any lot except those that might be constructed or installed for sanitary use during construction of permitted structures.

C. Sleeping or other occupancy use is prohibited in and on any house trailers, camping units and trailers, mobile homes and vans, boats or boat houses, while parked on any lot or public right-of-way within the subdivision.

D. No maintenance or repair upon any boat or motor vehicle on any lot shall be permitted, except in an emergency, unless same is conducted in a building totally isolated from public view. No vehicles with a rating in excess of one ton shall be parked on or in front of any lot for a time longer than is sufficient to load or unload such vehicle.

Section 3. Buildings to Conform With Building Regulations. All improvements or other structures erected upon any lot must conform with the applicable governmental building regulations.

Section 4. Bulkheads and Boat Docks. All boat docks and bulkheads must be constructed in such a manner that they comply with the applicable governmental rules and regulations concerning construction and placement on lots which abut the river.

Section 5. Animals. No livestock, poultry, or animals of any kind shall be bred, raised or kept on any lots, except domestic dogs, cats and other household pets which are not bred, raised or kept for commercial purposes.

Section 6. Lot Mowing. All lots shall be mowed

on at least a quarter-annual basis. In the event an owner fails to do so, the Association may have such lot mowed and assess the lot owner the actual cost of such mowing and such assessment shall constitute a lien on the lot as hereinbefore provided.

Section 7. Excavation and Filling. No soil or other materials shall be excavated, removed from or added to any lot which would result in lowering or raising the uniform grade thereof. On any lot where a permitted bulkhead has been constructed, a lot owner may fill the area between the bulkhead and the lot to a height not in excess of the uniform grade height of the lot.

Section 8. Fences and Walls. No fence or wall in excess of four feet in height shall be constructed or installed on any lot adjoining a street. This prohibition shall be in addition to the prohibition of structures more than three feet in height on lots abutting the grassed airstrip runway as set out in IV, Section 1., hereof.

Section 9. Signs. No signs of any kind shall be displayed to public view on any lot except the following:

A. One sign, one square foot or smaller, for purposes of identifying the lot owner's name and address, and

B. One sign, three square feet or less, per side for purposes of advertising "For Sale" or "For Rent" the lot on which such sign is located.

Section 10. Weeds-Trash-Dumping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any lot. No lot owner shall dump, nor allow to be dumped, trash, cans or garbage on any lot, and all lots shall be maintained in a clean and litter free condition. In the event any lot owner shall fail to keep his lot free from any weeds, underbrush, refuse, trash or garbage as herein set out, or unsightly growth, then the Association may enter upon said lot and remove same at the expense of the owner. Such entry shall not be deemed a trespass. All garbage or trash containers must be placed rearward from the front structure, or at such place

near the street as the sanitation removal service for the subdivision may designate. The cost of removal by the Association shall be borne by the owner and shall constitute a lien upon the lot as otherwise provided for herein.

Section 11. Insurance. By becoming a member of the Association, each lot owner agrees to be bound by and to abide by the terms of any and all provisions of any insurance policies purchased by the Association relative to the maintenance of the grassed airstrip runway shown on the plat of River Oak Acres.

#### IV. TRANSFER OF ASSOCIATION CONTROL

A. When lot owners other than the developer own fifteen percent (15%) or more of the lots, the lot owners other than the developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association.

Lot owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association: (1) Three years after fifty percent (50%) of the lots have been conveyed to lot purchasers; (2) Three months after ninety percent (90%) of the lots have been conveyed to lot purchasers; (3) When some of the lots have been conveyed to lot purchasers and none of the others are being offered for sale by the developer in the ordinary course of business; whichever of the above occurs first.

The developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the developer holds for sale, in the ordinary course of business, at least five percent (5%) of the lots subject to the rules and regulations of the Association.

B. Within sixty (60) days after the lot owners, other than the developer, are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the lot owners to elect the members of the Board of Directors of the Association. This meeting may be called and the notice given by any lot owner

if the Association fails to do so.

C. If the developer holds lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

1. Assessment of the developer as a lot owner for capital improvements.
2. Any action by the Association that would be detrimental to the sales of lots by the developer. However, an increase in assessments for common expenses, without discrimination against the developer, shall not be deemed to be detrimental to the sales of units.

D. Prior to, or not more than sixty (60) days after the time that lot owners, other than the developer, elect a majority of the members of the Board of Directors of the Association, the developer shall relinquish control of the Association and the lot owners shall accept control. Simultaneously the developer shall deliver to the Association all property to be owned by the Association, including but not limited to the following items, to-wit:

1. A certified copy of the Association's Articles of Incorporation.
2. A copy of the Bylaws of the Association.
3. The Minute Books, including all minutes and other books and records of the Association, if any.
4. Any house rules and regulations which have been promulgated by the Association.
5. Resignations of officers and members of the Board of Directors who are required to resign because the developer is required to relinquish control of the Association.
6. An accounting for all Association funds, including capital accounts and contributions.
7. All Association funds or control thereof.
8. All tangible personal property that is property of the Association, and an inventory thereof.
9. All insurance policies owned by the Association.

10. A roster of lot owners, and their addresses and telephone numbers if known, as shown on the developers records.

11. Employment or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or the lot owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

12. All other contracts to which the Association is a party.

V. AMENDMENT TO RESTRICTIONS

The developer reserves the right to amend these restrictions if, and to the extent required, an institutional lender as defined in paragraph III hereof requires such amendment for the purpose of granting construction loan and permanent mortgages upon any of the lots. The Association shall have the right to amend these Restrictions upon a two-thirds vote of the Association membership at a meeting of the Association called for such purpose. No such amendments shall be effective without the written consent of the Developer prior to the transfer of the control of the Association as hereinbefore set out.

VI. SEVERABILITY

In the event any of the terms, provisions or covenants, restrictions or reservations herein are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not effect, alter, modify or impair in any manner whatsoever any of the other terms, provisions, covenants, restrictions or reservations not held to be partially invalid or unenforceable.

VII. RIGHTS OF DEVELOPER RE SALE

Notwithstanding any other provision of this Declaration of Restrictions to the contrary, nothing herein shall interfere with developer, its successors or assigns, in developing the lots and developer may place sales or administrative offices on the property, may erect any requisite signs and may place any other objects, facilities or equipment on the property which developer,



in its sole discretion, deems necessary or desirable in the development and construction of the lots.

VIII. EFFECTIVE DATE

This Declaration of Restrictions shall become effective upon its recordation in the Public Records of Okeechobee County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this 6<sup>th</sup> day of March, 1980.

Witnesses:

E W E ENTERPRISES, INC.

W. B. S. S.  
Mary M. Ford

By Walter C. Hintertopf  
President

Attest: Ernest C. Hintertopf  
Secretary

STATE OF FLORIDA       )  
                                  ) SS:  
COUNTY OF DADE       )

The foregoing Declaration of Restrictions for River Oak Acres by Walter C. Hintertopf as President and Ernest C. Hintertopf as Secretary for E W E ENTERPRISES, INC., a Florida corporation, was acknowledged before me this 6<sup>th</sup> day of March, 1980, as the act and deed of said corporation.

WITNESS MY HAND and official seal in the state and county last aforesaid this 6 day of March, 1980.

W. B. S. S.  
Notary Public, State of Florida  
at Large

My commission expires:

September 11, 1983

FILED FOR RECORD  
OKEECHOBEE COUNTY, FLA.  
1980 MAR 12 PM 1:08  
CLIF BETTS, JR.  
CLERK OF CIRCUIT COURT

131287

River Oak Acres Homeowners Association  
Parcel Owners and Parcel Legal Descriptions  
(legal descriptions refer to the Plat located in Plat Book 5 at  
Pages 48 and 49 of the Public Records of Okeechobee County, FL)

Lot #	Owner's Name Parcel Number	Address of Parcel	Legal Description
1	More, Yolanda & Vergara, Fernando 11937340010000010000	14380 SW 144TH PKWY	River Oak Acres Lot 1
2	Pickett, James M & Bonnie L 11937340010000020000	14306 SW 144th PKWY	River Oak Acres Lot 2
3	Cofield, Jack D, Sr 11937340010000030000	14284 SW 144th PKWY	River Oak Acres Lot 3
4	Smith, Archie B & Debra J 11937340010000040000	14266 SW 144TH PKWY	River Oak Acres Lot 4
5	Bonita, Goldetta & March, Paul E 11937340010000050000	14242 SW 144TH PKWY	River Oak Acres Lot 5
6	Boggs, Linda A & Daniel C 11937340010000060000	14216 SW 144TH PKWY	River Oak Acres Lot 6
7	Wilsey, Edwin & Marsha 11937340010000070000	14188 SW 144TH PKWY	River Oak Acres Lot 7
8	Wilsey, Edwin & Marsha 11937340010000080000	14168 SW 144TH PKWY	River Oak Acres Lot 8
9 & 10	Hall, Clarissa & Redgy 11937340010000090000	14144 SW 144TH PKWY	River Oak Acres Lot 9 & Lot 10
11	Marshall, Douglas, Sr & Beverly 11937340010000110000	14088 SW 144TH PKWY	River Oak Acres Lot 11
12	Ruiz, Heriberto & Galban, Yaines 11937340010000120000	14062 SW 144TH PKWY	River Oak Acres Lot 12
13 & 14	Speck, Norman B & Leandro, Ana Daisy Quiros 11937340010000130000	14020 SW 144TH PKWY	River Oak Acres Lot 13 & Lot 14
15	Lewis, David J 11937340010000150000	13982 SW 144TH PKWY	River Oak Acres Lot 15

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16	John Raymond Poggi, as Trustee of the John Raymond Poggi Revocable Living Trust dated May 16, 2014 11937340010000160000	13954 SW 144TH PKWY	River Oak Acres Lot 16
17	Platt, Julia E 11937340010000170000	13926 SW 144TH PKWY	River Oak Acres Lot 17
18 & 19	Bonard, Richard D & Dawn P as Trustees under Declaration of Trust dated July 31, 2008 11937340010000180000	13900 SW 144TH PKWY	River Oak Acres Lot 18 & Lot 19
20 & 21	Carolyn B Grigsby as Trustee of the Carolyn B Grigsby Restated Revocable Trust dated December 30, 1998 11937340010000200000	13848 SW 144TH PHWY	River Oak Acres Lot 20 & Lot 21
22	Campbell, Tracy Lynn 11937340010000220000	13796 SW 144TH PKWY	River Oak Acres Lot 22
23	James C Whitmore & Betty G Whitmore, Co-Trustees of the The Whitmore Family Trust, dated April 22, 1994 11937340010000230000	13770 SW 144TH PKWY	River Oak Acres Lot 23
24	Hood, Gene A & Brumitt, Helen L 11937340010000240000	13742 SW 144TH PKWY	River Oak Acres Lot 24
25	Rice, Gordon E & Linda J 11937340010000250000	13718 SW 144TH PKWY	River Oak Acres Lot 25
26	B & E Ranch & Grove, L C 11937340010000260000	13690 SW 144TH PKWY	River Oak Acres Lot 26
27	Beebe, Timothy B & Christine A 11937340010000270000	13680 SW 144TH PKWY	River Oak Acres Lot 27
28	Edge, John A & Edge, Cherie B 11937340010000280000	13660 SW 144TH PKWY	River Oak Acres Lot 28
29	Wentworth, Edwin W III 11937340010000290000	13608 SW 144TH PKWY	River Oak Acres Lot 29

River Oak Acres Homeowners Association  
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30	Ted B Murray & Dawn A Murray as Trustees of The Murray Family Revocable Living Trust, dated 30 August, 2001 11937340010000300000	13578 SW 144TH PKWY	River Oak Acres Lot 30
31	Horlings, Mark Anthony & Julie Ann 11937340010000310000	13554 SW 144TH PKWY	River Oak Acres Lot 31
32	Holden, Carl J & Janet K 11937340010000320000	13530 SW 144TH PKWY	River Oak Acres Lot 32
33	Butler, Sam A 11937340010000330000	13502 SW 144TH PKWY	River Oak Acres Lot 33
34	Whidden, Marion H & Marie 11937340010000340000	13476 SW 144TH PKWY	River Oak Acres Lot 34
35	Mastrion, Joseph J 11937340010000350000	13444 SW 144TH PKWY	River Oak Acres Lot 35
36	Noble, Frank C & Amy A 11937340010000360000	13418 SW 144TH PKWY	River Oak Acres Lot 36
37	James A Price & Jean Price, Trustees under the Price Living Trust dated October 24, 2006 11937340010000370000	13378 SW 144TH PKWY	River Oak Acres Lot 37
38	James A Price & Jean Price, Trustees under the Price Living Trust dated October 24, 2006 11937340010000380000	13364 SW 144TH PKWY	River Oak Acres Lot 38
39	Vanderkolk, Robert J & Christy A 11937340010000390000	13338 SW 144TH PKWY	River Oak Acres Lot 39
40	Wollard, Norma H 11937340010000400000	13308 SW 144TH PKWY	River Oak Acres Lot 40
41	Perkins, Alden E & Leslie A 11937340010000410000	13284 SW 144TH PKWY	River Oak Acres Lot 41
42	Rasmussen, Carl E & Leslie A 11937340010000420000	13258 SW 144TH PKWY	River Oak Acres Lot 42

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43	Mayernik, Gerald Allen & Mary Lynne 11937340010000430000	13230 SW 144TH PKWY	River Oak Acres Lot 43
44	King, Leon & Linda 11937340010000440000	13206 SW 144TH PKWY	River Oak Acres Lot 44
45	DeHays, Karen Sue 11937340010000450000	13176 SW 144TH PKWY	River Oak Acres Lot 45
46	Barber, Mark E & Patricia M 11937340010000460000	13152 SW 144TH PKWY	River Oak Acres Lot 46
47	Taylor, Donald N 11937340010000470000	13122 SW 144TH PKWY	River Oak Acres Lot 47
48	Filipowicz, Frances 11937340010000480000	13096 SW 144TH PKWY	River Oak Acres Lot 48
49	Genway II Investment Group, LLC 11937340010000490000	13072 SW 144TH PKWY	River Oak Acres Lot 49
50	Moorman, Robert 11937340010000500000	13203 SW 144TH PKWY	River Oak Acres Lot 50
51	Corsetti, Andrew 11937340010000510000	13243 SW 144TH PKWY	River Oak Acres Lot 51
52	Geiger, William G & Carol J 11937340010000520000	13287 SW 144TH PKWY	River Oak Acres Lot 52
53	James A Price & Jean Price, Trustees under the Price Living Trust dated October 24, 2006 11937340010000530000	13327 SW 144TH PKWY	River Oak Acres Lot 53
54	Francis J Schirek, Jr & Nancy B Schirek, Trustees of The Francis J Schirek, Jr & Nancy B Schirek Family Trust dated February 7, 1994 11937340010000540000	13365 SW 144TH PKWY	River Oak Acres Lot 54
55	Mark E Barber, Trustee of the Mark E Barber Revocable Trust dated December 29, 1999 11937340010000550000	13405 SW 144TH PKWY	River Oak Acres Lot 55

River Oak Acres Homeowners Association  
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56	Barber, Mark & Patricia 11937340010000560000	13445 SW 144TH PKWY	River Oak Acres Lot 56
57	Whidden, Marion H & Marie 11937340010000570000	13487 SW 144TH PKWY	River Oak Acres Lot 57
58 & Portion of 59	Barber, Mark & Patricia 11937340010000580000	13567 SW 144TH PKWY	River Oak Acres Lot 58 & 59 Less & Except the West 50 Feet of Lot 59
60 & Portion of 59	Butler, William R & Lauren D 11937340010000600000	13605 SW 144TH PKWY	River Oak Acres Lot 60 and the West Fifty (50) Feet of Lot 59
61	Reyer, Judith R & Reyer, Timothy A 11937340010000610000	13645 SW 144TH PKWY	River Oak Acres Lot 61
62	Beaty, Ronald W & Vanessa A 11937340010000620000	13685 SW 144TH PKWY	River Oak Acres Lot 62
63	Connie E Wideman & Joyce A Wideman, as Trustees of the Connie E Wideman & Joyce A Wideman Revocable Trust under Agreement dated July 10, 2012 11937340010000630000	13727 SW 144TH PKWY	River Oak Acres Lot 63
64	Russell Lee Messenger & Mary Elizabeth Miller, Trustees of the Russell Lee Messenger & Mary Elizabeth Miller Revocable Living Trust dated January 20th, 2010 11937340010000640000	13767 SW 144TH PKWY	River Oak Acres Lot 64
65	Hutchings, Alan J & Laurie G 11937340010000650000	13821 SW 144TH PKWY	River Oak Acres Lot 65
66	Smith, Gerald E 11937340010000660000	13849 SW 144TH PKWY	River Oak Acres Lot 66
67	Andrews, William A, Jr 11937340010000670000	13891 SW 144TH PKWY	River Oak Acres Lot 67

River Oak Acres Homeowners Association  
Parcel Owners and Parcel Legal Descriptions  
(legal descriptions refer to the Plat located in Plat Book 5 at  
Pages 48 and 49 of the Public Records of Okeechobee County, FL)

68	Ted B Murray & Dawn A Murray as Trustees of The Murray Family Revocable Living Trust, dated 30 August, 2001 11937340010000680000	13931 SW 144TH PKWY	River Oak Acres Lot 68
69	Reynolds, James S & Karen L 11937340010000690000	13963 SW 144TH PKWY	River Oak Acres Lot 69
70	Hofmeister, Markus Peter 11937340010000700000	14005 SW 144TH PKWY	River Oak Acres Lot 70
71	MI Hershorin, Inc. 11937340010000710000	14057 SW 144TH PKWY	River Oak Acres Lot 71
72	Tanner, Ronald J 11937340010000720000	14097 SW 144TH PKWY	River Oak Acres Lot 72
73	Corsetti, Andrew & Sheri 11937340010000730000	14141 SW 144TH PKWY	River Oak Acres Lot 73
74	Virginia Kathleen Crawford, Trustee under the Virginia Kathleen Crawford Living Trust dated November 16, 2016 11937340010000740000	14181 SW 144TH PKWY	River Oak Acres Lot 74
75	Dagne, Louis R & Tammy Sue 11937340010000750000	14229 SW 144TH PKWY	River Oak Acres Lot 75
76	Hershorin, Paul A & Patricia C 11937340010000760000	14315 SW 144TH PKWY	River Oak Acres Lot 76
77	O'Brien, David B & Renee G 11937340010000770000	13112 SW 16th DR	River Oak Acres Lot 77
78 & 79	Hatten, Michael M 11937340010000790000	13186 SW 16th DR	River Oak Acres Lot 78 & Lot 79
80	Mark E. Barber, Individually and as Trustee of the Mark E. Barber Revocable Trust dated December 29, 1999 11937340010000800000	13224 SW 16th DR	River Oak Acres Lot 80

# River Oak Acres Homeowners Association

## Parcel Owners and Parcel Legal Descriptions

(legal descriptions refer to the Plat located in Plat Book 5 at

Pages 48 and 49 of the Public Records of Okeechobee County, FL)

81	Beaty, Ronald W & Vanessa A 11937340010000810000	13270 SW 16th DR	River Oak Acres Lot 81
82	Wilsey, Edwin & Marsha 11937340010000820000	13308 SW 16th DR	River Oak Acres Lot 82
83	Harlow, Peggy R & Hunt, Thomas S 11937340010000830000	13344 SW 16th DR	River Oak Acres Lot 83
84	Schubnell, Ryan & Megan Popielarczyk 11937340010000840000	13390 SW 16th DR	River Oak Acres Lot 84
85	Lyon, Raymond J & Carol J 11937340010000850000	13428 SW 16th DR	River Oak Acres Lot 85
86	Barnes, Robert R & Melinda L 11937340010000860000	13466 SW 16th DR	River Oak Acres Lot 86
87	Barnes, Robert Russell & Melinda L 11937340010000870000	13512 SW 16th DR	River Oak Acres Lot 87
88	Wilsey, Edwin L & Marsha L 11937340010000880000	13550 SW 16th DR	River Oak Acres Lot 88
89	Noble, Frank C & Amy A 11937340010000890000	13588 SW 16th DR	River Oak Acres Lot 89
90	O'Bannon, Gloria Lawanda 11937340010000900000	13632 SW 16th DR	River Oak Acres Lot 90
91	Edge, John A & Edge, Cherie B 11937340010000910000	13670 SW 16th DR	River Oak Acres Lot 91
92	Barber, Mark E & Patricia M 11937340010000920000	13708 SW 16th DR	River Oak Acres Lot 92
93	Moffitt, Christopher Scott & Whipple, Paulette 11937340010000930000	13776 SW 16th DR	River Oak Acres Lot 93







EXHIBIT A TO CONTRACT

## ARTICLES OF INCORPORATION

FILED  
JAN 25 9 30 AM '00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

OF

RIVER OAK ACRES HOMEOWNERS ASSOCIATION, INC.

A Corporation Not For Profit

Article I - Name

The name of this corporation is:

RIVER OAK ACRES HOMEOWNERS ASSOCIATION, INC.

Article II - Purpose

This corporation is organized for the purpose of operating a homeowners association for owners of lots in that certain subdivision about to be platted in Okeechobee County, Florida, known as River Oak Acres, being a portion of Sections 19 and 30, Township 37 South, Range 34 East, Okeechobee County, Florida, in order to provide for the maintenance of easements and air strip runway and to enforce compliance with the restrictive covenants affecting said subdivision, and generally in order to contract, sue and be sued with respect to the exercise or nonexercise of its powers in maintaining, managing and operating the property of the association.

Article III - Members

Members of the association shall be limited to those persons real or artificial owning legal or beneficial title to the various lots in the above described subdivision.

Article IV - Term of Existence

This corporation shall have perpetual existence.

Article V - Subscribers and First Board of Directors

The subscribers and first board of directors to this corporation are:

ERNEST C. HINTERKOPF	14120 N.E. 1 Avenue North Miami, Florida
WALTER HINTERKOPF	3495 Main Highway Miami, Florida
W. BARRY SWOPE	1208 N.E. 95 Street Miami Shores, Florida

Said subscribers shall serve as the first Board of Directors until their successors are elected.

#### Article VI - Affairs of Corporation

The affairs of the corporation are to be managed by a Board of Directors consisting of no less than three persons. The number of directors may be either increased or decreased from time to time by the bylaws but shall never be less than three. The directors shall be elected annually.

#### Article VII - Officers

The officers of this corporation shall be as follows:

ERNEST C. HINTERKOPF, President  
W. BARRY SWOPE, Vice President  
WALTER HINTERKOPF, Secretary/Treasurer

They shall serve until the first election or appointment of officers, or until their successors have been elected or appointed.

#### Article VIII - Bylaws

The Board of Directors shall be responsible for adopting, altering or rescinding the bylaws of the corporation.

#### Article IX - Amendments

The Board of Directors, upon a two-thirds vote of the members, shall have the right to propose and adopt amendments to the Articles of Incorporation.

#### Article X - Membership

The membership of the corporation shall be divided into two classes. One class of membership shall be made up of the owners of lots 1 through 49. The other class of membership shall be made up of the owners of lots 50 through 93. The voting rights of each class of membership shall be provided for in the bylaws.

#### Article XI - Registered Agent

The initial Registered Agent of this corporation shall be W. Barry Swope, whose resident address is 1209 N.E. 95 Street, Miami Shores, Florida, 33138; and whose post office address is 9519 N.E. 2 Avenue, Miami Shores, Florida, 33138.

IN WITNESS WHEREOF, the undersigned subscribers have  
executed these Articles of Incorporation this 2nd day of January,  
1980.

Ernest C. Hinterkopf  
ERNEST C. HINTERKOPF, Subscriber

Walter Hinterkopf  
WALTER HINTERKOPF, Subscriber

W. Barry Swope  
W. BARRY SWOPE, Subscriber

STATE OF FLORIDA           )  
                                  ) SS:  
COUNTY OF DADE           )

BEFORE ME, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared ERNEST C. HINTERKOPF, WALTER HINTERKOPF and W. BARRY SWOPE, known to me to be the persons who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed these Articles of Incorporation.

WITNESS my hand and official seal in the state and county aforesaid this 2nd day of January, 1980.

Mary M. Fox  
Notary Public, State of Florida  
at Large

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 26, 1983  
ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity and agree to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said offices.

W. Barry Swope  
W. BARRY SWOPE, Registered Agent

By-Laws

Of

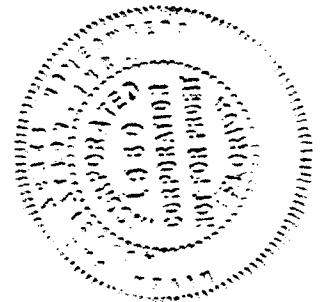
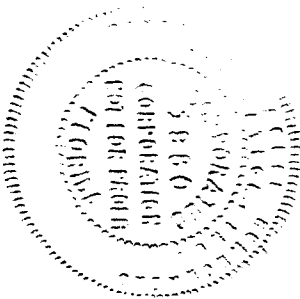
RIVER OAK ACRES HOMEOWNERS ASSOCIATION, INC.

Article One.

Organization.

1) The name of this organization shall be RIVER OAK ACRES HOMEOWNERS ASSOCIATION, INC.

2) The organization shall have a seal which shall be in the following form



3) The organization may at its pleasure by a vote of the membership body change its name.

**Article Two.**

**Purposes.**

The following are the purposes for which this organization has been organized

1. To operate a homeowner's association for owners of Lots in RIVER OAK ACRES, a platted subdivision recorded in Plat Book 5, Pages 48 and 49, of the Public Records of Okeechobee County, Florida.
2. To provide for the maintenance of easements and the air strip runway as shown on the plat of RIVER OAK ACRES.
3. To enforce compliance with the restrictive covenants affecting RIVER OAK ACRES.
4. To act as an architectural control board responsible for approving the architectural design as to type and style of construction.
5. Generally to be able to contract, sue and be sued with respect to the exercise or nonexercise of the corporation's powers in maintaining, managing and operating the property of the association.

Article Three.

Membership.

Membership in this organization shall be open to all who own legal or beneficial title to a lot or lots in RIVER OAK ACRES, according to the Plat thereof recorded in Plat Book 5, Pages 48 and 49, Public Records of Okeechobee County, Florida. The recordation among the Public Records of Okeechobee County, Florida, of a deed or other document evidencing legal or beneficial title to any lot in RIVER OAK ACRES shall entitle such person to membership in this organization.

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## Article Four.

### Meetings.

The annual membership meeting of this organization shall be held on the first Monday ~~day~~ in February each and every year except if such day be a legal holiday then and in that event the Board of Directors shall fix the day but it shall not be more than two weeks from the date fixed by these By-Laws. The Secretary shall cause to be mailed to every member in good standing at his address as it appears in the membership roll book of this organization a notice telling the time and place of such annual meeting.

Regular meetings of this organization shall be held monthly on the first Monday of each month at the offices, if any, of the association located in the subdivision known as RIVER OAK ACRES in Okeechobee County, Florida. Until control of the association is transferred from the developer, E W E ENTERPRISES, INC., the developer and the members of the association, other than the developer, shall conduct the business of this organization in accordance with paragraph IV of the Declaration of Restrictions of RIVER OAK ACRES.

After the developer is no longer entitled to maintain control of the corporation, the presence of not less than a majority of members shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser number may adjourn the meeting for a period of not more than four weeks from the date scheduled by these By-Laws and the secretary shall cause a notice of

this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special meetings of this organization may be called by the president when he deems it for the best interest of the organization. Notices of such meeting shall be mailed to all members at their addresses as they appear in the membership roll book at least ten (10) but not more than ~~thirty~~<sup>(30)</sup> days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of one-third of the members of the Board of Directors or one-third of the members of the organization the president shall cause a special meeting to be called but such request must be made in writing at least 15 days before the requested scheduled date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

## Article Five.

### Voting.

At all meetings, except for the election of officers and directors, all votes shall be viva voce, except that for election of officers ballots shall be provided and there shall not appear any place on such ballot any mark or marking that might tend to indicate the person who cast such ballot.

At any regular or special meeting if a majority so requires any question may be voted upon in the manner and style provided for election of officers and directors.

\* SEE PRECEDING INSERTS FOR AMENDMENT

At all votes by ballot the chairman of such meeting shall immediately prior to the commencement of balloting appoint a committee of three who shall act as "Inspectors of Election" and who shall at the conclusion of such balloting certify in writing to the Chairman the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.

No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

**Article Six.**

**Order of Business**

- 1 - Roll Call.
- 2 - Reading of the minutes of the preceding meeting.
- 3 - Reports of Committees
- 4 - Reports of Officers.
- 5 - Old and Unfinished Business.
- 6 - New Business.
- 7 - Good and Welfare.
- 8 - Adjournments.

**Article Seven.**

**Board of Directors.**

The business of this organization shall be managed by a Board of Directors consisting of 3 members together with the officers of this organization. At least one of the directors elected shall be a resident of the State of Florida and a citizen of the United States.

The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers of this organization and they shall serve for a term of one (1) year;

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by its chairman after due notice to all the directors of such meeting.

a majority of the members of the Board of Directors shall constitute a quorum and the meetings of the Board of Directors shall be held regularly on the first Monday of each month.

Each director shall have one vote and such voting may not be done by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the said Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

The President of the organization by virtue of his office shall be Chairman of the Board of Directors. The Board of Directors shall select from one of their number a secretary.

A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel upon any removal hearing. The Board of Directors shall adopt such rules as it may in its discretion consider necessary for the best interests of the organization, for this hearing.

**Article Eight.**

**Officers.**

**The officers of the organization shall be as follows:**

<b>President.</b>	<b>WALTER HINTERKOPF</b>
<b>Vice President.</b>	<b>ELLEN H. JONES</b>
<b>Secretary.</b>	<b>ERNEST C. HINTERKOPF</b>
<b>Treasurer.</b>	<b>ERNEST C. HINTERKOPF</b>

**The President shall preside at all membership meetings.**

**He shall by virtue of his office be Chairman of the Board of Directors.**

**He shall present at each annual meeting of the organization an annual report of the work of the organization.**

**He shall appoint all committees, temporary or permanent.**

**He shall see all books, reports and certificates as required by law are properly kept or filed.**

**He shall be one of the officers who may sign the checks or drafts of the organization.**

**He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.**

The Vice President shall in the event of the absence or inability of the President to exercise his office become acting president of the organization with all the rights, privileges and powers as if he had been the duly elected president.

The Secretary shall keep the minutes and records of the organization in appropriate books.

It shall be his duty to file any certificate required by any statute, federal or state.

He shall give and serve all notices to members of this organization.

He shall be the official custodian of the records and seal of this organization.

He may be one of the officers required to sign the checks and drafts of the organization.

He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization.

He shall submit to the Board of Directors any communications which shall be addressed to him as Secretary of the organization.

He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of Secretary.

The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding \$ and the balance of the funds of the organization shall be deposited in a savings bank except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of

He must be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting.



**He shall exercise all duties incident to the office of Treasurer.**

**Officers shall by virtue of their office be members of the Board of Directors.**

**No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as a director or officer.**

## Article Nine. '

### Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary in the conduct of the business of the organization.

## Article Ten.

### Class of Members - Assessment Re: Air Strip

The membership of the association shall be divided into two (2) classes. The members owning any of the lots numbered 1 through 49 shall be known as Riverside Members. The members owning any of the lots numbered 50 through 93 shall be known as Air Strip Members. When voting upon any assessment for the maintenance of or insurance relating to the grassed air strip runway, only the Air Strip Members shall be entitled to vote thereon. When voting on any assessment or matter properly coming before the association membership other than the maintenance of or insurance relating to the grassed air strip runway, both the Riverside Members and the Air Strip Members shall be entitled to vote thereon and shall be entitled to one (1) vote each. No sums of money necessary for the maintenance of the grassed air strip runway or insurance relating thereto shall be assessed against the Riverside Members.

## Article Eleven.

### Other Assessments.

Except for all assessments necessary to the maintenance of or insurance relating to the grassed air strip runway, all members shall be assessed equally.

The original assessment for Air Strip Members shall be \$2.00 per month per member and the original assessment for each Riverside Member shall be \$1.00 per month per member.

Except as hereinbefore specifically provided relative to assessments relating to the maintenance of or insurance relating to the grasses air strip runway, the assessments hereafter shall be made in accordance with Article III, Section 5, of the Declaration of Restrictions.

**Article Twelve.**

**Amendments.**

**These By-Laws may be altered, amended, repealed or  
added to by an affirmative vote of not less than 2/3rds of themembers.**

AMENDMENT TO BY-LAWS OF CORPORATION

WHEREAS on the 15 day of August, 1993, at a duly called meeting of the members of RIVER OAK ACRES HOMEOWNER'S ASSOCIATION, INC., the members cast their votes to amend the by-laws to the corporation to amend Article Five thereof; and

WHEREAS Article Five required voice vote only at all meetings, which unduly hindered the business of the corporation, and the members agreed to amend this requirement;

THEREFORE, pursuant to said vote, duly registered and recorded by the Secretary, the members voted to amend said Article Five, which shall now read as follows:

Article Five

Voting

" At all meetings, whether general or special, any matter of interest placed before the membership for a vote may be made by voice vote; by blind ballot; or by written proxie, if not attending the meeting; For a vote by blind ballot, there shall not appear any place of such ballot any mark or marking that might tend to indicate the person who case such ballot.

At all votes by ballot, the chairman of such meeting shall immediately prior to the commencement of balloting appoint a committee of three who shall act as "inspector of election" and who shall at the conclusion of such balloting certify in writing to the Chairman the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.

No inspector of election shall be a candidate for office, or shall be personally interested in the question voted upon."

THAT the Secretary shall record this amendment to the by-laws upon the books and records of the corporation immediately upon proper execution thereof.

DATED this 15 day of August, 1993.

ATTEST:

Pamela M. Gansloff  
Secretary

Sidney B. Taylor  
President

**Ron DeSantis**  
GOVERNOR



**Ken Lawson**  
EXECUTIVE DIRECTOR

December 13, 2019

Laurie G. Manoff, Esq.  
Dicker, Krivok & Stolloff, P.A.  
1818 Australian Avenue South, Suite 400  
West Palm Beach, Florida 33409

**Re: River Oak Acres Homeowners Association, Inc., Approval;  
Determination Number: 19251**

Dear Ms. Manoff:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the River Oak Acres Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Laurie G. Manoff, Esq.  
December 13, 2019  
Page 2 of 2

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE DATE OF FILING OF THE DETERMINATION AS INDICATED ON THE CERTIFICATE OF SERVICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE DATE OF THE FILING OF THE DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.