

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RIVER PALMS RIVERFRONT, A CONDOMINIUM
AND
BY-LAWS OF RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 22nd, 2025 at 6:00pm, by a vote in accordance with the requirements of the applicable Florida Statutes and the governing documents, and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for the River Palms Riverfront and the By-Laws of the River Palms Riverfront Condominium Association, Inc., (the "Association"), as originally recorded in O.R. Book 9632, Page 1875 et seq., in the Public Records of Brevard County, be and the same is hereby amended as follows:

1. The Declaration of Condominium of RIVER PALMS RIVERFRONT CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."
2. The Bylaws of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC., being Exhibit B to said Declaration of Condominium, are hereby amended in accordance with Exhibit B attached hereto and entitled "Scheduled of Amendments to Bylaws."

WITNESS WHEREOF, the undersigned officers of the Association have executed this Certificate of Amendment this 19 day of February, 2025.

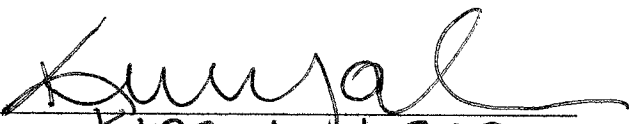
**RIVER PALMS RIVERFRONT
CONDOMINIUM ASSOCIATION, INC.**

Signature: 
Name: Jay Peters
Title: Vice-President

Signature: 
Name: Michael Sands
Title: Secretary

**SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:**

Witness #1:

Witness Signature: 
Witness Printed Name: Kim Jackson
Witness Address: _____

Witness #2: 1209 S. Washington Ave
Titusville, FL 32780

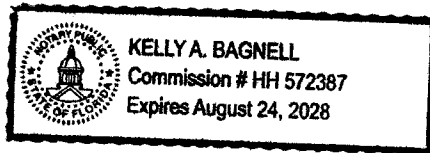
Witness Signature: Kelly A Bagnell
Witness Printed Name: Kelly A Bagnell
Witness Address: _____

1209 S. Washington Ave
Titusville, FL 32780

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me on February 19th, 2025, by Jay Peters, as Vice-President of River Palms Riverfront Condominium Association, Inc., a Florida not-for-profit corporation, by means of ☐ physical presence or ☐ online notarization, who [] is personally known to me or ☒ produced Drivers License as identification., and by Michael Sands, as Secretary of River Palms Riverfront Condominium Association, Inc., a Florida not-for-profit corporation, by means of ☐ physical presence or ☐ online notarization, who [] is personally known to me or ☒ produced Drivers License as identification, on behalf of and as an act of the corporation.

(SEAL)



Notary Public, State of Florida

Printed Name:

Kelly Ann Bagnell
Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"**SCHEDULE OF AMENDMENTS
DECLARATION OF RIVER PALMS RIVERFRONT, A CONDOMINIUM****ITEM NO 1: Section 17.7 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM**

- 17.7 Leases. No Unit ~~or portion of a Unit~~ may be rented for an initial term of less than ~~three (3) months~~ one (1) year. ~~No rooms shall be rented.~~ All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease or restrict the tenant's use of Common Elements upon default by the tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. The Unit Owner will be jointly and severally liable with the tenant in its Unit to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefor. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Association may charge a fee in connection with the approval of any lease, sublease, or other transfer of a Unit requiring approval, provided, however that such fee may not exceed \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

~~The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the~~

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Association, the Management Company, the Developer and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

(a) Background Checks: All leases, together with an application signed by both the Unit Owner and prospective tenant, shall be submitted to the Association at least thirty (30) days prior to commencement of the lease term. The Association shall have the right, but not the obligation, to approve and disapprove of prospective tenants. The Association or its designated agent shall perform a background check on all potential tenants and may request further information from the prospective tenant. The background check and requested documents may include but is not limited to a criminal history, credit report, and verification of employment and financial stability. The Association and its agents, and employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Section, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval. No lease shall be effective, and no tenant shall be permitted to occupy a unit, until the Board has given its written approval of the tenant.

(b) Rental Cap: At no time shall more than fifteen (15%) of the total number of units in the Condominium be leased or rented at any given time. This limitation is intended to preserve the residential character of the Condominium and to comply with requirements of certain mortgage lenders and insurers. The Board of Directors shall have the authority to establish and maintain a waiting list for owners desiring to lease their units, with priority given on a first-come, first-served basis.

(c) Waiting Period: No unit may be leased or rented until the owner of such unit has held title to the unit for a period of not less than two (2) years from the date of acquisition. This restriction is intended to promote stability in the community and to discourage speculative investment and short-term rentals.

ITEM NO 2: Section 17.23 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

17.23 Association Use of Video Cameras: The Association shall have the authority to install, maintain, and operate video surveillance cameras in the common areas. These cameras may be placed in lobbies, hallways, elevators, parking areas, clubhouse, and other common areas as determined by the Board, with the goal of enhancing safety, security, and welfare within the Association. The placement and operation of these cameras shall be at the sole discretion of the Board, while taking reasonable steps to respect the privacy of residents and complying with all applicable federal, state, and local laws.

The association makes no guarantees or assurances regarding the prevention of crime or enhancement of safety through the use of video cameras. They are intended solely for monitoring

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purposes. The presence of video surveillance does not create an obligation upon the Association to monitor footage continuously, nor does it imply that the Association is responsible for the security or protection of individuals or property. Accordingly, the Association, its Board of Directors, officers, agents, and employees shall not be held liable for any injury, loss, damage, or claim arising from or relating to the installation, operation, or failure of the video surveillance system, including but not limited to any failure to prevent or detect criminal activity or to preserve recorded footage for any particular purpose.

Recorded footage may be retained for a period of time as determined by the Board and will be accessible only by authorized personnel for legitimate purposes, such as investigating security incidents, enforcing the Association's rules and regulations, or cooperating with law enforcement. All recorded footage shall be treated as confidential and shall be handled in accordance with the Association's policies and applicable laws. The Association does not guarantee the availability, quality, or accuracy of any recorded footage and shall not be responsible for any failure to capture or retain footage for any reason.

The Association reserves the right, at its sole discretion, to modify, expand, or discontinue the use of the video surveillance system at any time, without notice, and shall not be liable for any decision to do so. This provision does not create any expectation or reliance on the part of residents or invitees for continued video surveillance.

Unit owners wishing to install video cameras in or around their units must submit a written request to the Association for approval. The request must include the intended location, purpose, and type of camera along with any other documents requested by the Association. All installations must comply with association rules, building codes, and privacy laws. Cameras should not infringe on the privacy of other residents or monitor common areas without explicit permission from the association. Owners are responsible for the maintenance and operation of their cameras and must ensure they do not cause damage to the property or interfere with the rights of other residents. The association is not responsible for any liability, damages, or consequences arising from the use of cameras by individual unit owners. Each owner assumes full responsibility for their equipment and any recorded data. The use of video cameras by unit owners does not guarantee safety or security within the community, and owners should not rely solely on cameras for protection or loss prevention.

* New provision. Amendment would not change present text.

ITEM NO 3: Section 3.3 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Balconies, appurtenant to Units. Any balcony (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth elsewhere to the contrary, the Association shall be responsible for the maintenance, repair and replacement of

the structural and mechanical elements of any such Limited Common Elements, including without limitation, balcony railings, and any waterproofing systems, including, without limitation, caulking and coatings, with the costs of same being a part of the Common Expenses. Except only as set forth elsewhere to the contrary, each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any balcony. A Unit Owner using a balcony or anyone occupying the Unit agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Management Company, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom. Notwithstanding anything to the contrary, there shall be no change to the exterior face of any patio, balcony or terrace, without the prior written approval of the Board.

(b) Parking Spaces. There will be a total of one hundred thirty-six (136) parking spaces, as shown on Exhibit "A". The Developer intends to assign the exclusive right to use the parking spaces to the Unit Owners of the Condominium or the Association. All assignments shall be made by a non-recordable instrument (a copy of which shall be kept by the Association as part of its permanent records) and shall operate to give the Unit Owner to whose Unit the assignment is made an exclusive right to use the parking space. The exclusive right to use any parking space may be assigned by a Unit Owner to any other Unit Owner. To be effective, the assigning Unit Owner must deliver to the assignee Unit Owner, a nonrecordable instrument executed by the assigning Unit Owner that identifies the parking space, the Unit to which it was originally assigned, and the Unit to which the exclusive right to use is being assigned. Parking Spaces may not be assigned to non-Unit Owner. In addition, to be effective, a copy of the instrument must be delivered to the Association. The Association shall keep the instrument as part of its permanent records. Any parking spaces assigned to non-Unit Owners shall revert back to the Association. A Unit Owner with an exclusive parking space must assign the parking space to a Unit Owner at or before the closing or transfer of their Unit. Any parking space that is assigned to a non-Unit Owner shall revert back to the Association at which point the parking space will be sold and assigned to the highest bidding Unit Owner.

Each Unit Owner acknowledges and agrees that a portion of the parking facilities may be located below the federal flood plain, and, accordingly, in the event of flooding, any automobiles and/or personal property stored therein is susceptible to water damage. Additionally, insurance premiums, both for the association in insuring the parking facilities, and for Owners, may be higher than if the parking structure was above the federal flood plain. By acquiring title to, or taking possession of, a Unit, or accepting the assignment of a parking space, each Owner, for such Owner and the Owner's tenants, guests and invitees, hereby expressly assumes any responsibility for loss, damage or liability resulting therefrom.

ITEM NO 4: Section 17.17 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

- 17.17 Safety. No Unit Owner shall allow anything whatsoever to fall from the window, patio, balcony or doors of the premises, or allow anyone to sweep or throw from the premises any dirt or other substance into any of the corridors, balconies, elevators, ventilators, or elsewhere in the building

or upon the grounds. A unit owner shall not place, store or use any item, upon any balcony without the approval of the Association, other than standard patio chairs, tables and furnishings. Only cooking with smokeless electric grills are permitted on balconies. Owners of smokeless electric grills must provide the make and model information to the Board for approval prior to its use. Gas, ~~electric~~, charcoals, or any other type of cooking is prohibited on the balcony. Potted plants are permitted on balconies.

ITEM NO 5: Section 2.27 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

2.27 “Hurricane Protection” means hurricane shutters, impact glass, code-compliant windows or doors, and other code compliant hurricane protection products used to preserve and protect the Association Property.

* New provision. Amendment would not change present text.

ITEM NO 6: Section 6.2 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a “Material Amendment”), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by the record owners of all other units in the Condominium of the voting interests of all Unit Owners. The acquisition of property by the Association, the designation of a portion of Common Elements to be Limited Common Elements (as contemplated in Section 4 above), material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved exterior ~~storm shutters~~ Hurricane Protection, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

ITEM NO 7: Section 17.12 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

17.12 Exterior Storm Shutters. Hurricane Protection. The Board of Directors shall, from time to time, establish ~~exterior storm shutter~~ Hurricane Protection specifications which comply with the applicable building code, and establish permitted colors, styles and materials for ~~exterior storm shutters~~ Hurricane Protection. Subject to the provisions of Subsection 17.1 above, the Association shall approve the installation or replacement of ~~exterior storm shutters~~ Hurricane Protection conforming with the Board’s specifications. The Board may, with the approval by an affirmative vote representing a majority of the voting interest of all Unit Owners, install ~~exterior storm shutters, impact glass, code compliant windows or doors, or other types of code compliant storm protection~~

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Hurricane Protection that comply with or exceed the applicable building code and thereafter shall (without requiring approval of the membership) maintain, repair or replace such approved ~~shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection,~~ Hurricane Protection, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if ~~storm protection~~ Hurricane Protection, laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, that complies with or exceeds the current applicable building code has been previously installed, the Board may not install ~~exterior storm shutters, impact glass, code-compliant windows or doors or other types of code-compliant storm protection~~ Hurricane Protection except upon approval by an affirmative vote representing a majority of the voting interests of all Unit Owners. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual.

To the extent that ~~Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or if the Association obtains exterior storm shutters~~ Hurricane Protection for any portion of the Condominium Property, the Association (as to ~~shutters~~ Hurricane Protection for the Common Elements) and the Unit Owners (as to ~~shutters~~ Hurricane Protection covering doors or windows to a Unit) shall be solely responsible for the installation of such ~~exterior storm shutters~~ Hurricane Protection from time to time and the costs incurred by the Association (as to installation of ~~shutters~~ Hurricane Protection for the Common Elements) shall be deemed a part of the Common Expenses that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the ~~shutters~~ Hurricane Protection for the Common Elements, and all obligations with respect to the repair, replacement and/or upgrade of the ~~shutters~~ Hurricane Protection for the Common Elements. ~~Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters.~~ Nothing herein shall obligate the Association to install ~~shutters~~ Hurricane Protection protecting individual units, nor to open or close ~~same shutters~~ as a storm is approaching, or after it passes.

ITEM NO 8: Section 2.15 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

2.15 “Common Expenses” mean all expenses incurred by the Association for the operation, management, maintenance, insurance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a “Common Expense” by the Act, the Declaration, the Articles or the By-laws. For all purposes of this Declaration, “Common Expenses” shall also include, without limitation, the following:

- (a) The costs of maintaining, operating and insuring the Common Elements;
- (b) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended;

- (c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained (if obtained) pursuant to a bulk contract;
- (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any;
- (e) the cost of communications services as defined in Chapter 202, Florida Statutes, information services, or Internet services obtained pursuant to a bulk contract, if any serving all Units (collectively "Communication Services");
- (f) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems;
- (g) the real property taxes, and other costs or maintenance expenses attributable to any Units acquired by the Association or any Association Property;
- (h) to the extent that the Association determines to acquire ~~exterior storm shutters, impact glass, other code compliant windows or doors or other types of code compliant storm protection~~ Hurricane Protection that comply with or exceed the applicable building code for all or any portion of the Condominium Property, all expense of acquisition, installation, repair, and maintenance of same by the Association (provided, however, that a Unit Owner who has already installed ~~exterior storm shutters (or other acceptable storm protection)~~ Hurricane Protection for his or her Unit shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm (without creating any obligation on the part of the Association to do so) and, if the Association elected to put shutters on, the costs of taking the shutters off once the storm threat passes;

ITEM NO 9: Section 17.24 of the Declaration of Condominium of RIVER PALMS RIVERFRONT, A CONDOMINIUM

17.24 Smoking. Smoking is prohibited on all Association Property, including all common elements, limited common elements, and any other property under the control or ownership of the Association. "Smoking" means the inhaling, exhaling, burning, or carrying of any lighted tobacco or marijuana product, including but not limited to cigarettes, cigars, pipes, electronic cigarettes (e-cigarettes), or any other smoking device that produces smoke, vapor, or any other substance intended for inhalation. Smoking may be permitted within the boundaries of individual units, provided that such smoking does not create a nuisance or otherwise interfere with the rights of other residents or violate local or state law. Smoking on balconies is prohibited. Owners or occupants of individual units who permit smoking within their units must take reasonable steps to prevent smoke, vapor, or odor from entering common elements or other units.

* New provision. Amendment would not change present text

END OF DECLARATION AMENDMENTS

EXHIBIT "B"**SCHEDULE OF AMENDMENTS TO BYLAWS****RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.****ITEM NO 1: Section 4.6 of the By-laws of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.**

- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The Board of Directors shall meet at least four times each year, including the annual meeting and special meetings, for the purpose of responding to inquiries from members and informing members on the state of the condominium, including the status of any construction or repair projects, the status of the association's revenue and expenditures during the fiscal year, or other issues affecting the association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. The notice must include an agenda. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Any meeting of the Board of Directors shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the tape recording and video taping of any meeting. The Board may also adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments or at which amendment to the rules regarding unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day requirement shall be made by an affidavit executed by the person who provides the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices shall thereafter be posted. A notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

ITEM NO 2: Section 3.4 of the By-laws of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.

- 3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast ~~a majority~~ thirty (30) percent of the one hundred (100) condominium units which is ~~fifty-one (51)~~ thirty (30) votes of the entire membership.

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ITEM NO 3: Section 4.3 of the By-laws of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.

4.3 Vacancies and Removal.

(a) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled ~~in accordance with the election procedures provided in Paragraph 4.2, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof, shall be filled by the Developer without the necessity of any election. However, if both the Developer and the members other than the Developer are entitled to representation on the Board, then the vacancy on the Board previously occupied by a board member elected by members other than the Developer shall be filled in accordance with the election procedures provided in Paragraph 4.2.~~ by the remaining directors.

ITEM NO 4: Section 4.4 of the By-laws of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.

4.4 Term. ~~Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.~~ The term of each director's service shall be as follows: The first Board elected subsequent to the adoption of this paragraph shall elect two (2) Board members for two years and the remaining Board member for one year. The two (2) candidates receiving the largest number of votes shall serve as the Directors for two (2) years, and the candidate receiving the least number of votes shall serve for one (1) year. At each subsequent annual meeting, Directors shall be elected for two (2) year terms, thereby staggering the Board members; provided that their predecessor's respective terms have expired.

END OF BY-LAW AMENDMENTS