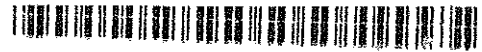


AMENDED AND RESTATED BYLAWS
OF
THE AVIARY HOMEOWNERS' ASSOCIATION, INC.

**Exhibit "C" to Declaration of
Covenants, Conditions and Restrictions
for**

THE AVIARY



CFN 20140033398
OR BK 26583 PG 1905
RECORDED 01/29/2014 08:57:05
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1905 - 1909; (5pgs)

WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED
BY-LAWS OF
THE AVIARY HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of The Aviary Homeowners' Association, Inc. The original Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Aviary is recorded in Official Records Book 11745, Page 252, of the Public Records of Palm Beach County, Florida.

DATED this 21st day of January, 2014.

[Signature]
Witness
[Signature]
Witness

THE AVIARY HOMEOWNERS'
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

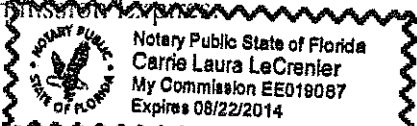
(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Bernard Castelman, the President, and James Spadaro, Secretary, of The Aviary Homeowners' Association, Inc., who produced _____ and _____ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Aviary Homeowners' Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 21st day of January, 2014.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires _____

(SEAL) 

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 BYLAWS OF
 THE AVIARY HOMEOWNERS' ASSOCIATION, INC.

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AMENDED AND RESTATED
BYLAWS

OF

THE AVIARY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. NAME. The name of the Association shall be the Aviary Homeowners' Association, Inc., hereinafter referred to as the "Association".

Section 2. PRINCIPAL OFFICE. The principal office of the Association shall be located at c/o Aviary Homeowners Association, Inc., 100 Riverbridge Boulevard, West Palm Beach, Florida 33413. The Association may have such other office or offices as the Board of Directors may determine.

Section 3. DEFINITIONS. The words used in these Amended and Restated Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for The Aviary (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration") unless the context shall prohibit.

ARTICLE II

THE ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING,
PROXIES

Section 1. MEMBERSHIP. The Association shall have one (1) class of voting membership, as more particularly set forth in Article V, Section 2 of the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. ANNUAL MEETINGS. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting shall be held in February on such date and at such hour as may be determined by the Board of Directors.

Section 4. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of twenty percent 20% total membership. The notice of any special meeting shall state the date, time, and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. NOTICE OF MEMBERSHIP MEETINGS. It shall be the duty of the Secretary to send by regular mail or otherwise cause to be personally delivered to every Member entitled to vote a notice of each annual or special meeting of the Members, stating the purpose of the meeting, as well as the time and place where it is to be held. If a Member wishes notice to be given at an address other than the official address registered by the Member with the Association, said Member shall have so designated by notice in writing to the Secretary such other address. The mailing or other delivery of notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than fourteen (14) nor more than thirty (30) days before a meeting, unless otherwise provided in these Bylaws.

Section 6. WAIVER OF NOTICE. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before any business is put to a vote.

Section 7. ADJOURNMENT OF MEETINGS. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. Notice of the time and place for the recalled meeting shall be posted in a conspicuous place in the Common Area of the Association. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if, for any reason, a new date is fixed for the adjournment meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 5 of this Article.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by a least a majority of the Members required to constitute a quorum. In the event that a meeting is recessed for any reason, no additional notice shall be required.

Section 8. VOTING. The voting rights of the Members shall be as set forth in Article V of the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. A proxy may be given to any Member or Director of the Association, or to any Governor of the Master Association. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Proxies which are "filed without designating the name of the proxy holder shall be considered, null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her Lot within the Property or, in the case of a Member holding title as an individual, upon receipt of notice by the Secretary of the death or judicially declared incompetence of that Member. A proxy shall be deemed & revoked upon attendance by the member giving the proxy at the meeting for which said proxy was given. A proxy or ballot may provide an opportunity to specify approval or disapproval with respect to any proposal. The Board of Directors may authorize the issuance of absentee ballots in its sole discretion, which may be consolidated with the proxy into a single document.

Section 10. MAJORITY. As used in these Bylaws, the term "majority" as the context may indicate shall mean more than fifty (50%) percent of the total number of votes outstanding or in the case of a meeting of the Association, more than fifty (50%) percent of the votes of those Members present, a quorum being present.

Section 11. QUORUM. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of thirty (30%) percent of the votes outstanding shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement for the same purposes as originally stated, and the required quorum at the subsequent meeting shall be thirty (30%) percent of the total votes outstanding.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat. In the event that the President is unavailable, the President shall appoint another Director to act in his place and stead.

Section 13. ACTION WITHOUT A MEETING. Any action which may be taken by the vote of Members at an annual or special meeting, except the election of Board members, may be taken without a meeting as and to the extent permitted by Florida law.

ARTICLE III BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. COMPOSITION AND SELECTION

Section 1. GOVERNING BODY; COMPOSITION. The affairs of the Association shall be governed by a Board of Directors. The Directors shall be Members of the Association.

Section 2. NUMBER OF DIRECTORS. The number of Directors on the Board shall be five (5).

Section 3. NOMINATION OF DIRECTORS. Nominations may be made by the Nominating Committee or as hereinafter provided. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one (1) or more Member of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than Sixty (60) days prior to each annual meeting of the Members. The Nominating Committee must inform the Secretary of the Association of all candidates and any Member nominating themselves to be a candidate must inform the Secretary of the Association, no less than twenty (20) days prior to the annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Solicitation of proxies without disclosure of candidacy shall not be permitted. An election is not required unless more candidates are nominated than vacancies exist.

(a) Within ninety (90) days after being elected or appointed to the Board, each Director shall certify, in accordance with Florida Statutes section 720.303(1)(a) or as it may be from time to time amended, in writing to the Secretary of the association that he or she has read the association's declaration of covenants, articles of incorporation, bylaws and current written rules and regulations; that he or she will work to uphold them.

Section 4. STAGGERED TERMS. The Directors elected by the members shall have terms of two (2) years which shall be staggered terms commencing with the annual meeting and election of Directors in 1998. To accomplish staggered terms, the following election procedures shall apply to the election of Directors by members at the 1998 annual meeting of the members and election of Directors. The three (3) Directors receiving the highest number of votes shall be elected for a two (2) year term. The remaining Directors elected shall be elected for a one (1) year term. Any tie vote

shall be decided by the flip of a coin. All Directors elected after the 1998 annual meeting and election of Directors shall be elected for two (2) year terms. Each Director shall serve until his successor is duly elected and qualified, or until he is removed in a manner elsewhere provided

Section 5. REMOVAL OF DIRECTORS. Any removal of a Director(s) shall be in accordance with Florida Statute section 720.303(10), or as it may be from time to time amended. At any regular or special meeting of the Association duly called, anyone or more of the members of the Board of Directors may be removed, without cause, by a majority vote of all the Members entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. If the vacancy is not filled by election at the meeting in which the removal occurs, then the vacancy shall be filled in the manner provided below. A Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present.

In the event of death, resignation or removal of a Director, his successor shall be elected by a majority of the remaining members of the Board and shall serve for the unexpired terms of the predecessor.

Section 6. VOTING PROCEDURE FOR DIRECTORS. Directors shall be elected by plurality of the votes cast, which votes may be cast in person or by proxy.

B. MEETINGS

Section 7. ANNUAL MEETINGS. Each year, the first meeting of the members of the Board of Directors shall be held within ten (10) days after each annual meeting of the Members of the Association, at such time and place as shall be fixed by the Board

Section 8. 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, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be posted at a prominent place within the Common Area and shall be communicated to Directors in the manner set forth in Section 11 of this Article, but not less than forty-eight (48) hours, prior to the meeting; provided, however, that notice of a meeting need not be given to any Director who may sign a waiver of notice or a written consent to holding of the meeting.

Section 9. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association, or by a majority of the members of the Board of Directors.

The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail; (c) telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seventy-two (72) hours before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting, unless an emergency situation requires waiver of this requirement as may be determined by the Board. Notices shall be posted at a prominent place within the Common Area not less than forty-eight (48) hours prior to the scheduled time of the meeting.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. COMPENSATION. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

Section 13. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book for the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. In the absence of the President, any Director designated by the President shall act in his place and stead. Members of the Board shall be deemed present in person at a meeting of such Board if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time.

Section 14. OPEN MEETINGS. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the President or Director presiding over the meeting.

Section 15. EXECUTIVE SESSION. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar confidential nature.

Section 16. ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board members have been obtained, except for items discussed in executive session.

C. POWERS AND DUTIES

Section 17. POWERS. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these Bylaws or by any Resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses;
- (b) making general, special and emergency special assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of such Assessments, as more particularly set forth in the Declaration. (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be due and payable by each Member in quarterly installments.);
- (c) collecting the Assessments, depositing the proceeds thereof in a financial institution which it shall approve, and using the proceeds to administer the Association;
- (d) opening of bank accounts on behalf of the Association and designating the signatories required;
- (e) providing for the operation, care, upkeep, and maintenance of all of the Common Areas;
- (f) designating, hiring, and dismissing the personnel for the Association necessary for its maintenance, operation, repair, and replacement of the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (g) making and amending Rules and Regulations relating to the property, which shall include the Common Areas and the lots;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and any Rules and Regulations adopted by it and bringing any proceedings which may be instituted by the Association on behalf of or against the Members;
- (j) obtaining and carrying insurance against casualties and liabilities as may be available, as provided in Article VIII of the Declaration, and paying the premium cost thereof; and
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the

Members, and their mortgagees, their duly authorized agents, accountants, or attorneys, during reasonable business hours on working days as may determined by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 18. MANAGEMENT REPORT.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a). (b). (d). (g). and (i) of Section 17 of this Article.

(b) No management contract may have a term in excess of one (1) years and must permit termination by either party without cause and without a termination fee upon thirty (30) days' or less written notice.

(c) No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(d) Any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

Section 19. ACCOUNTS AND REPORTS. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. Cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) annual financial reports shall be prepared for the Board of the Association containing a balance sheet as of the last day of the Association's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within ninety (90) days after the close of the fiscal year;

(e) any Institutional First Mortgagee shall, upon written request to the Board, receive a copy of the Association's annual financial report for the immediately preceding year.

Section 20. BORROWING. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association, provided, however, the Board shall obtain membership approval in the same manner as set forth in Article X, Section 4, of the Declaration concerning special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed twenty (20%) percent of the annual budget of the Association for that fiscal year.

Section 21. RIGHTS OF THE ASSOCIATION. With respect to the maintenance of the Common Area or other Association responsibilities, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, the Master Association or other Associations or Condominium Associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 22. HEARING PROCEDURE. The Board shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for violations of these Bylaws unless and until the procedure as set forth in Article XIV, Section 4 of the Declaration is followed.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other Officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person,

excluding the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. ELECTION, TERM OF OFFICE, AND VACANCIES. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. REMOVAL. Any Officer may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. POWERS AND DUTIES. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board of Directors. The President shall be the chief executive Officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board.

Section 5. RESIGNATION. Any Officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. AGREEMENTS, CONTRACTS, DEEDS AND LEASES. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. COMPENSATION. No Officer shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

ARTICLE V

COMMITTEES

Section 1. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted

by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Such committees shall be in addition to those hereinafter described.

Section 2. COVENANTS COMPLIANCE COMMITTEE. The Board of Directors shall appoint a Covenants Compliance Committee consisting of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or their spouse, parent, child, brother or sister of an officer, director or employee. Acting in accordance with the provisions of the Declaration, these Bylaws, the Florida Statutes and resolutions the Board may adopt, the Covenants Compliance Committee shall be the hearing tribunal of the Association for the purpose of approving any proposed fine or suspension.

ARTICLE VI MISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Association shall be the calendar year or as may be otherwise determined by the Board.

Section 2. PARLIAMENTARY RULES. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Declaration, the Articles of Incorporation, or these Bylaws.

Section 3. CONFLICTS. If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. BOOKS AND RECORDS.

- (a) (a) Inspection by Members. The membership register, books of account, and minutes of meetings of the Members, the Board, and Committees shall be made available for inspection and copying by any Member of the Association or by its duly appointed representative, at any reasonable time and for a purpose reasonably related to their interests, at the office of the Association or at such other place within River Bridge as the Board shall prescribe and in accordance with the provisions of Florida State Statutes. section 720.303(5), or as it may be from time to time amended,

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records by any authorized person desiring to make the inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested by any authorized person.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. NOTICES. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the legal address of such Member; or

(b) if to the Association, the Board of Directors, or the management agent, at the principal office of the Association or the management agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

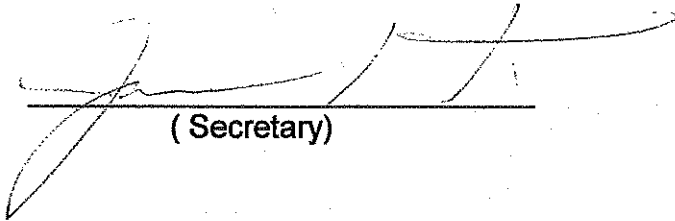
Section 6. AMENDMENT. These Bylaws may be amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the Bylaws conflict with the terms of the Declaration or the Articles of Incorporation or the Master Association Declaration. No amendment, alteration or modification of these Bylaws shall be made which affects the rights or privileges of any Institutional First Mortgagee, nor may these Bylaws be rescinded without the express, prior written consent of all Institutional First Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

Section 7. VALIDITY. If any provision of these Bylaws, or part thereof, shall be adjudged invalid or become unenforceable in law or in equity, the same shall not affect the validity of any

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SHARON R. BOCK, CLERK & COMPTROLLER

other provision, or part thereof and the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as Bylaws of The Aviary Homeowners' Association, Inc., a corporation not for profit under the laws of State of Florida, on January 21, 2014.



(Secretary)