BYLAWS
OF
SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC.

1. IDENTITY.

1.1 Name. The name of the Corporation is SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation organized pursuant to the provisions of Chapter 617, Florida Statutes.

1.2 Purpose. The purpose and object of the Association (as hereinafter defined) shall be to administer the operation and management of SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC., as established in accordance with the Declaration of Covenants, Conditions and Restrictions of SARAH'S LANDING (the "Declaration") upon certain real property in Duval County, Florida, as set forth in the Declaration. The provisions of these Bylaws are applicable to the Association and are subject to the provisions of the Declaration, and the Articles of the Association (as hereinafter defined). All Members, as defined in the Articles of the Association, and their invitees, including, without limitation, all present or future owners and tenants of lots in the Property, as such is defined herein and in the Declaration, and other persons using the lots or any of the facilities thereof in any manner are subject to these Bylaws, the Articles and the Declaration.

1.2 Location. The principal office of the Association shall be located at 1538 Hendricks Avenue, Unit 2, Jacksonville, Florida 32207, or at such other place as may be established by resolution of the Board of Directors, but meeting of the Members and the Board of Directors of the Association may be held at such places within Duval County, Florida.

1.3 Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 Seal. The seal of the Association shall bear the name of "SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC.", the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

2. DEFINITIONS.

2.1 Articles. "Articles" shall mean and refer to the Articles of Incorporation of SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC., as amended from time to time, as filed with the Secretary of State of Florida.

2.2 Assessment. The term "Assessment" as used herein shall mean and refer to a share of Association Expenses required for the payment of the Association Expenses which from time to time shall be assessed against the Lots and the Owners and the Authorized Users.

2.3 Assessment Period. "Assessment period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

2.4 Association. "Association" shall mean and refer to SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC., a corporation not- for-profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

2.5 Association Expenses. "Association Expenses" shall mean and refer to the expenses and charges described in this Declaration, incurred or to be incurred by the Association and assessed or to be assessed against the Lots and the owners thereof through annual or special Assessments as defined in Sections 4.4 and 4.5 of Article IV of the Declaration.

2.6 Board of Directors. "Board of Directors" shall mean and refer to the Association's Board of Directors.

2.7 Common Area. "Common Area" shall mean and refer to that portion of the Property which is not a part of a lot and which is intended for the common use and enjoyment of the Owners, and which shall be conveyed by the Developer to the Association pursuant to the provisions of this Declaration.

2.8 Declaration. "Declaration shall mean and refer to that certain Declaration of Covenants, conditions and Restrictions of SARAH'S LANDING as recorded in Official public records, Duval County, Florida, to which these Bylaws are attached.

2.9 Developed Lot. "Developed Lot" shall mean and refer to any Lot owned by anyone other than Developer or any corporation affiliated with Developer. For purposes hereof, an affiliated corporation shall be deemed to be any corporation the majority of whose stock is owned by Developer, or the majority shareholder of Developer, or any corporation which itself may be deemed to be an affiliate of Developer because of common equity ownership. For purposes hereof, an affiliated corporation shall be deemed to be any corporation the majority of whose stock is owned by Developer, or the majority shareholder of Developer, or any corporation which itself may be deemed to be an affiliate of Developer.

2.10 Developer. "Developer" shall mean and refer to BH SARAHS, LLC, a Florida limited liability company, and its successors and assigns if such successors or assigns should acquire more than one Undeveloped Lot for the purpose of development and have an assignment in writing of Developer's Rights from BH SARAHS, LLC.

2.11 Future Development Property. "Future Development Property" shall mean and refer to that certain property adjacent or contiguous to the Property as Developer may determine from time to time, which may added to the Property by Annexation by the Developer.

2.12 Lot. "Lot" shall mean and refer to any of the platted lots of land shown upon the recorded subdivision plat of the Property intended as a residential homesite, and the Future Development Property if such property is developed and annexed as herein set forth, with the exception of the Common Area and any dedicated roads.

2.13 Maintenance Area. "Maintenance Area" shall mean and refer to those portions of the Property or improvements thereto which may or may not be owned by the Association, but are maintained by the Association from time to time, including without limitation, all of stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Protection and/or the U.S. Army Corps of Engineers and the surface waters of any areas designated as "Lakes" or "Drainage Easements" or "Maintenance Area" on the recorded plats, medians or rights of way abutting public streets, the interior roads, the entrance way(s) to the subdivision including landscaping, fencing and signage, and decorative or border fencing or walls and any access gates as may be constructed by the Developer upon the property boundaries.

2.14 Member. "Member" shall mean and refer to all those persons entitled to membership as provided by the Declaration.

2.15 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, and the Future Development Property if such property is developed and annexed as herein set forth, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. The term "Owner" shall not mean or refer to any mortgagee or grantee or beneficiary under a deed of trust or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

2.16 Plat. "Plat" shall mean and refer to the plat of certain real property more fully described in the Declaration of SARAH'S LANDING, according to the plat thereof as recorded in Plat Book 70, Pages 172-175 of the current public records of Duval County, Florida (the "Plat"), and such additional plats of any Future Development Property which is annexed and subjected to the terms and provisions of this Declaration.

2.17 Property. "Property" shall mean and refer to that certain real property more particularly described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association.

2.18 Undeveloped Lot Owned By Developer. "Undeveloped Lot Owned By Developer" shall mean and refer to any Lot which is owned by Developer.

3. MEMBERSHIP, VOTING, QUORUM, PROXIES.

3.1 Membership. Every Owner of a Lot shall be a Member of the Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership; provided,

however, in the event that an Owner leases the improvements on his Lot to a tenant, such tenant shall be entitled to the use of the Common Area (as described in the Declaration) but the Owner shall remain liable for all Assessments, for compliance with the terms and conditions of the Articles, Declaration and these Bylaws, and shall retain all voting rights.

3.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast thirty percent (30%) of votes of the membership entitled to vote upon any matter or matters arising at said meeting.

3.3 Voting. The classes of voting membership and manner of voting shall be as set forth Section 2.2 of the Declaration, subject to the additional terms and conditions set forth herein:

(a) The Association shall have two (2) classes of voting memberships as follows:

Class A - Class A Members shall be Owners who have taken title to one (1) or more Lots which shall include Lots, which shall include Lots on Future Development Property, if such property is annexed as provided in the Declaration, excluding, however, the Developer, until such time as Class B membership ceases to exist, at which time Developer shall be entitled to vote like any other Owner of a Lot. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Member. When a Lot is owned by more than one (1) person, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B - The Class B Member shall be Developer, which shall be initially entitled to a number of votes equal to the number of Lots within the Property. In addition, the total number of votes of the Class B Member shall increase at the time of Annexation of the Future Development Property to a number equal to the number of Lots included on the Plat of the Property and the Future Development Property. The total number of votes of the Class B Member shall increase as herein set forth each time a portion of the Future Development Property is annexed as provided in the Declaration and these Bylaws.

Class B membership shall terminate upon the happening of one of the following events, whichever occurs earlier:

(i) three (3) months after Developer has conveyed to Members ninety percent (90%) of the Lots located on the Property and the Future Development Property, if annexed as provided in the Declaration, or

(ii) at such earlier time as the Developer, in his sole discretion, may determine.

(b) If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot.

(c) It any Lot is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot or by the president, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the Lot is changed. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of that Lot. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(d) The Developer shall be entitled to cast the number of votes as set forth in subparagraph (a) hereof under Class B Membership.

3.4 Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

3.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. A proxy may be revoked at any time at the pleasure of the Lot Owner executing it. To be valid, a proxy must be dated, must state the date, time, and place of the specific meeting for which it is given, and must be signed by the authorized person executing it. A proxy is effective only for the specific meeting for which it was originally given ("Meeting") and automatically expires ninety (90) days after the date of the Meeting, but shall automatically cease upon conveyance by a Member of his Lot. All proxies shall be in writing and filed with the secretary before the appointed time of the meeting in order to be effective.

4. MEMBERS' MEETINGS.

4.1 Annual Meeting(s). The first Annual Meeting of the Members shall be held at the office of the Association or such other place in Nassau County, Florida, and at such time as may be specified in the notice of the meeting, on or before the first Tuesday in October of each year, or at such other date as the Board may designate, and each subsequent regular annual meeting of the Members shall be held during the same month of each year, at the hour designated in the notice of the meeting, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Tuesday, or such day as the Directors shall determine and include in the notice of meeting.

4.2 Special Meeting(s). Special Meeting(s) shall be held when called by the Board of Directors or by at least ten percent (10%) of the total voting interests of the Association. Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of Meetings.

(a) Generally. Written notice of all meetings of Members shall be given by the Secretary, or in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time, place and purpose for which the meeting is called.

(b) Annual. Notice of Annual Meeting(s) shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. Such notice shall state the date, time and place of such meeting, but need not include a description of the purpose for which the meeting is called. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received and shall constitute that Member's waiver of his right to receive notice by mail. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the Member at his Post office address as it appears on the records of the Association.

(c) Special. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days nor more than thirty(30) days prior to the date set for the meeting and shall be mailed by first class mail or delivered personally to the Member, stating the time, date and place of such meeting and reciting the purpose of such meeting.

(d) Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice to such Member.

(e) Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

4.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by the Directors, Lot owners and their authorized representatives during

normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

5. BOARD OF DIRECTORS.

5.1 First Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. The first Directors shall consist of three (3) persons as designated in the Articles of Incorporation. Developer reserves the right to appoint Directors to the Board as specified in the Articles, Declaration and as described herein.

5.2 Election of Directors. Directors shall be elected in the following manner:

(a) The Board of Directors shall be elected by the Members from among the membership of the Association at the annual membership meeting, by affirmative vote of a plurality of the votes cast at such meeting, however, the Developer shall have the right to elect all the Directors of the Board subject to the limitation that lot owners other than the Developer shall be entitled to elect a majority of the Members of the Board of Directors upon the first to occur of the following:

(i) Three (3) months after the Developer has conveyed ninety percent (90%) of Lots (including lots in the Future Development Property, if annexed, as provided in the Declaration); or

(ii) Developer elects to terminate the Class B Membership, in its sole discretion.

(b) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing, by written instrument delivered to any officer of the Association, of a successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(c) In the election of Directors there shall be appurtenant to each Lot one (1) vote for each Director to be elected, and the Developer shall be entitled to cast the number of votes allocated to it under Section 3.3(a) hereof.

(d) At the first Annual Meeting, the Members will elect three (3) Directors, with one (1) directorship to be designated as a two (2) year term director and the other two (2) to be for one (1) year terms. At the next succeeding Annual Meeting, one of such one (1) year term directorships shall be, from that point on, designated as a two (2) year term directorship. The intent hereof is to stagger the terms of the directorships so that there shall be only two (2) directors elected each year with one member of the old board continuing on the new board. Therefore,

there shall be two (2) directorships of two (2) year terms being up for election in different years, and the third directorship shall always remain a one (1) year term directorship.

(e) In the event that Developer selects any person or persons to serve on the initial Board, Developer shall have the absolute right at any time, in its sole discretion to replace any such person or persons with another person or persons designated by Developer to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery as such written instrument by Developer to any officer of the Association.

5.3 Organizational Board Meeting. The organization meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided that a quorum shall be present.

5.4 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

5.5 Special Meetings. Special meetings of the Board of Directors shall be called by the President, at the written request of one-third (1/3) of the Directors. Notice of Special Meetings must be given to each Director, personally, or by mail, telephone or telegram preceded by at least seven (7) days' notice of the date, time, and place of the meeting, unless notice is waived.

5.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association or the office of the property management company, if any. The Association shall retain minutes of all meetings of the Board of Directors for a period of not less than seven (7) years.

5.7 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

5.8 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth

in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted at the readjourned meeting without further notice.

5.9 Action Without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board shall have the right to take any action in the absence of a meeting which they could take at a meeting; provided, that written approval of such actions taken, signed by each Director, shall be recorded and filed in the minute book of the Association.

5.10 Removal. Directors may be removed form office with or without cause by the vote or written agreement of persons entitled to cast a majority of the votes of the membership; provided, however, that only the Developer can remove a member of the Board who was appointed by the Developer.

5.11 Presiding Officer. The presiding officer of meetings of the Board shall be Chairman of the Board, it such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

5.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

(a) Tax, levy, collect and enforce by all lawful means all charges or assessments against Members of the Association and their Lots to defray the common expenses of the Development, as provided in the Articles and Declaration, including the right to levy and collect assessments for the purposes of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area, the Maintenance Area and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration, including, without limitation, the imposition of fines and charges against Members who willfully violate the provisions of the Declaration or rules and regulations enacted from time to time by the Association;

(b) Maintain, repair, replace, operate and manage the Common Areas and Maintenance Areas, including without limitation, the stormwater management system serving the Development (including but not limited to retention areas, drainage structures and drainage easements) and any property owned by the Association, including the right to reconstruct improvements after casualty and to

further improve and add to the Maintenance Areas and other property owned by the Association for the benefit of Members;

(c) Make, amend and establish reasonable rules and regulations governing the use of the Lots, Common Areas and Maintenance Areas in the Property, real and personal, provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(d) Contract for the management and maintenance of the Common Areas, the Maintenance Areas and other Property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Articles, Declaration and these Bylaws, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements and property owned by the Association with funds as shall be made available by the Association for such purposes. Any such contract shall be terminable for cause upon the giving of thirty (30) days prior written notice, and shall be for a term of from one (1) to three (3) years. Any such contract shall be renewable by consent of the Association and management. If such contract is negotiated by the Developer, the term of such contract shall not exceed two (2) years. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of assessment, promulgation of rules and execution of contracts on behalf of the Association;

(e) Pay all taxes and assessments which are liens against any part of the Property other than Lots and the appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens;

(f) Suspend the enjoyment of the Common Areas by any Member for a period during which any Assessment remains unpaid, and for a period not to exceed the greater of (i) sixty(60) days for any infraction of its published rules and regulations, or (ii) the date such Assessment remains unpaid. Voting rights of a Member may be suspended for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

(g) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance;

(h) Pay all costs of power, water, sewer and other utility services rendered to the Property or to the Association and not billed to the owners of the separate Lots;

(i) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

(j) Borrow money at prevailing rate and terms if it would not be feasible to charge the Members their proportionate share of the total estimated expenses. Any money received from the Developer shall be a loan to cover the deficit funding and shall be payable on demand which shall be evidenced by a promissory note.

(k) Maintain Association's official regulating documents, including, but not limited to Articles, Bylaws, Declaration, and any amendments thereto; plans, specifications, permits, warranties for improvements and repairs to Common Areas or other Property maintained by Association; minutes of all meetings retained for at least seven (7) years; current roster of all Members and their mailing addresses and parcel identifications; Association insurance policies; current copy of all contracts to which Association is a party, including but not limited to any management agreement, lease, or other contracts for which the Association has any obligation or responsibility; bids for work to be done on behalf of the Association; accurate and detailed financial statements, kept according to good accounting practices; Members' assessment account reports; Association tax returns, and any other records that identify, measure, record or communicate financial information; and any and all records required from time to time by applicable law.

(l) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use of the Property.

6. OFFICERS.

6.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

6.2 President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriates to assist in the conduct of the affairs of the association. He shall have such additional powers as the Board may designate.

6.3 Vice President. The Vice President shall, in the absence or disability of the president, exercise the powers and perform the duties of president. He shall also generally assist

the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

6.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of the persons entitled to cast a majority of the votes of the membership reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be stockholder, officer, Director or employee, for the management of the Association for such compensation as shall be mutually agreed between the Board and such officer, Director or corporation, for the purpose of making available to the owners of Lots such services as are contemplated by the provisions of Article as is these By- Laws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or Directors of the Association, or with corporations having officers, Directors or employees who are also members of the first Board of Directors of the Association.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

7.1 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures. Written summaries shall be supplied at least annually to members. Such records shall include, but not be limited to:

(a) A record of all receipts and expenditures.

(b) An account for each Lot which shall designate the name and address of the Lot owner, the amount of each assessment, dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

7.2 Inspection of Financial Reports and Records. Annual Financial reports and the membership records shall be maintained in the office of the Association and shall be available to

Members for inspection within 10 business days after receipt by the board or its designee of a written request. Within 90 days after the end of the fiscal year, or annually on the date provided in the bylaws, the association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year, pursuant to Section 720.303, Florida Statutes (2017).

7.3 Annual Budget. The association shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the association for recreational amenities, whether owned by the association, the developer, or another person. The association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member.

Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that nay budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

7.4 Amount of Budget. If a budget is adopted by the board which requires assessment of the Lot owners in any budget year of an amount in excess of ten percent (10%) over the maximum assessment or the previous year's assessment established in accordance with Section 4.4 of the Declaration, a special meeting of the Members shall be held upon not less than fourteen (14) days written notice to each Member, but within thirty (30) days of the adoption of such budget, at which special meeting Members shall be entitled to approve or disapprove such budget and may consider only and enact only a revision of the budget. Approval of the budget and any such revision of the budget shall require a vote of not less than a majority of the votes of members of each class. The Board may, in any event, first propose a budget to the Members at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a vote of a majority of the Members of each class of Members either at such meeting or by writing, such budget shall not thereafter by reexamined by the Lot owners in the manner hereinabove set forth.

In determining whether assessments are in excess of ten percent (10%) over the maximum assessment or previous year's assessment established in accordance with Section 4.4 of the Declaration in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board in respect of repair and replacement of Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation assessments for betterment to Association property. Notwithstanding any of the foregoing, if the facilities are added to the common elements by the developer, increase the annual assessment by more than ten percent (10%) of the Maximum Annual Assessment for the prior year without the consent of any Lot Owner or mortgagee, by an amount sufficient to cover the cost, maintenance and repair of said recreational or other facilities. Nothing contained herein shall be deemed to obligate the Developer to add any such facilities.

7.5 Notice of Adopted Budgets. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

7.6 Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable annually on the first day of each calendar year, but in no event shall amounts be payable less often than monthly. If an annual assessment is not adopted as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made and shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

7.7 Special Assessments. special assessments, if required and approved by the persons entitled to cast a majority of the votes of the membership at a duly convened meeting, shall be levied and paid in the same manner as heretofore provided for regular assessments special assessments can be of three kinds: (i) those chargeable to all Members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Area or Maintenance Area (including fixtures and personal property related thereto); (ii) those assessed against one Member alone to cover repairs or maintenance for which such Member is responsible and which he has failed to make, which failure impairs the value of or endangers the Common Area, the Maintenance Area or which are for expenses incident to the abatement of a nuisance within his Lot; and (iii) and for such other purposes as shall have been approved by the persona entitled to cast a majority of the votes of the membership at a duly convened meeting.

7.8 The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the Directors, provided that any management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

7.9 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors or as required by Chapter 720, Florida Statutes.

8. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

9. AMENDMENTS TO BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws shall be proposed by the Board, acting upon a vote of a majority of the Directors, or by persons entitled to cast a majority of the votes of the membership whether meeting as Members or by instrument in writing signed by them.

9.2 Notices. Upon any amendment or amendments to these Bylaws being proposed, such proposed amendment or amendments shall be transmitted to the president of the Association, or acting chief executive officer in the absence of the president, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

9.3 Content of Amendment. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9.4 Voting. In order for such amendment or amendments to become effective, as long as there is a Class B Membership, it shall only take an affirmative vote of the Class B Members. At such time as there is no Class B Membership, the same must be approved by an affirmative vote of a majority of the votes of the Members entitled to be cast at a regular or special meeting. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be filed in the records of the corporation.

9.5 Written Vote. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

9.6 Developer's Reservation. Notwithstanding the foregoing provisions of this Article 9, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of the Board of Directors of the Association, as provided in Article 5 hereof, or any other right of the Developer provided herein or in the Articles, or Declaration, may be adopted or become effective without the prior written consent of Developer. Anything herein to the contrary notwithstanding, for so long as there is a Class B Membership, Developer shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the Members nor any approval thereof need be had.

The foregoing was adopted as the Bylaws of SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on May 7, 2018, 2018.

Secretary

APPROVED: _____
President

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 10, 2018, to Articles of Incorporation for SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N16000006133.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of May, 2018

Ken Detzner
Secretary of State

CR2EO22 (1-11)

FILED

ARTICLES OF AMENDMENT 16 MAY 10 PM 1:48
TO
ARTICLES OF INCORPORATION SECRETARY OF STATE TALLAHASSEE FLORIDA
OF
SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC.
A CORPORATION NOT-FOR-PROFIT
Document Number N16000006133

Pursuant to the provisions of section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following Amended and Restated Articles of Incorporation of Sarah's Landing Homeowners Association, Inc. as follows:

ARTICLE I. NAME

The name of this corporation shall be: SARAH'S LANDING HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purposes and object of the Association shall be to administer the operation and management of SARAH'S LANDING, a residential development (hereinafter "the Development") to be established upon that certain real property in DUVAL County, Florida, as described in that certain Declaration of Covenants, Conditions and Restrictions for Sarah's Landing, which shall be recorded in the current public records, DUVAL County, Florida, and to operate, maintain and manage the surface water or Stormwater Management System(s) in a manner consistent with the requirements and applicable District rules of the St. Johns River Water Management District Permit Nos. 146497-1, and shall assist in the enforcement of the restrictions and Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system. SARAH'S LANDING INC., is the developer (the "Developer") of the Development.

The Association does not contemplate pecuniary gain or profit to the Members thereof and shall undertake and perform all acts and duties incident to the operation and management preservation and architectural control of the residence lots and Common Areas of the Development in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration.

ARTICLE III. POWERS

The Association shall have the following powers:

3.1 All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length.

3.2 All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

(a) Make and establish reasonable rules and regulations governing the use of the Lots, Common Area and Maintenance Area, as such terms are defined in the Declaration, and to establish in such rules and regulations the imposition of fines and charges and the methodology for announcing and enforcing such fines and charges against Members who willfully violate the provisions of the Declaration and the rules and regulations of the Association from time to time in effect.

(b) Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association.

(c) To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.

(d) Tax, levy, collect and enforce payment by all lawful means all charges or assessments against Members of the Association and their Lots to defray the Common Expenses of the Development, as will be provided in the Declaration and the Bylaws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area, the Maintenance Area and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration; and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association, and the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or Stormwater Management System (including work performed in the retention areas, drainage structures and drainage easements).

(e) Maintain, repair, replace, operate and manage the Common Area, Maintenance Area, including without limitation, the Stormwater Management System serving the Development (including but not limited to, retention areas, drainage structures and drainage easements) and any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to the Maintenance Area and other property owned by the Association.

(f) Contract for the management of the Development, the Common Area, the Maintenance Area and other property owned by the Association and, in

connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws.

(g) Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing the use of the Development which may hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of Members, manner of their admission to and termination of membership shall be as follows:

4.1 The Owners (as defined in the Declaration and the Bylaws) of all Lots in the Development shall be members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

4.2 A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot in the Development. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot.

4.3 Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

4.4 If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot Owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the Bylaws or the Declaration.

4.5 Except as an appurtenance to his Lot, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the Bylaws hereof.

ARTICLE V. VOTING

5.1 There shall be two classes of voting membership which classes are more fully defined in the Declaration and the Bylaws.

5.2 On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each "Developed Lot" in the Development. Such vote may be exercised or cast by the Owner or Owners in such manner as may be provided in the Bylaws of this Association. Should any Member own more than one Lot, each Member shall be entitled to exercise or cast one

vote for each such Lot, in the manner provided for in the Bylaws. Notwithstanding the foregoing, the Developer shall have the right to cast the number of votes allocated to it in the Declaration and Bylaws for so long as it owns any "Undeveloped Lots" as defined in the Declaration and Bylaws or until its right to such votes terminates as provided in the Declaration.

5.3 Until the recordation of Declaration in the public records of Duval County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

ARTICLE VII. OFFICE

The principal office of the Association shall be 1538 Hendricks Ave., Unit 2, Jacksonville, Florida 32207, or such other place as the Board of Directors may designate. The address of the registered office and the name of the initial Registered Agent are: George Leone, 1538 Hendricks Ave, Unit 2, Jacksonville, Florida 32207.

ARTICLE VIII. BOARD OF DIRECTORS

8.1 The business affairs of this Association shall be managed by the Board of Directors. The number of Members of the first Board of Directors shall be one.

8.2 Subject to the Declaration, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the Bylaws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

(a) Lot Owners other than the Developer shall be entitled to elect a majority of the Members of the Board of Directors when a Transfer Event has occurred as described in the Declaration the Developer has conveyed one hundred percent (100%) of the Lots or at such earlier time as the Developer may elect to voluntarily relinquish control of the Board of Directors, at Developer's sole option.

(b) The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

Director	Address
ANDY ALLEN	1538 Hendricks Ave, Unit 2 Jacksonville, Florida 32207
GEORGE LEONE	1538 Hendricks Ave, Unit 2 Jacksonville, Florida 322076

ARTICLE IX. OFFICERS

9.1 The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directors of the Board of Directors.

9.2 Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, on the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Development and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

9.3 The persons who are to serve as officers of the Association until their successors are chosen are:

Officer	Name
President	ANDY ALLEN
Vice President	GEORGE LEONE
Secretary/Treasurer	MICHAEL O'NEIL

9.4 The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

9.5 The president shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office or President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually.

ARTICLE X. BYLAWS

10.1 The Board of Directors shall adopt by a majority vote the original Bylaws of the Association.

10.2 The Bylaws may be amended in accordance with the procedures set forth in the Bylaws.

ARTICLE XI. AMENDMENT OF ARTICLES

11.1 These Articles of Incorporation may be amended as follows:

(a) Amendments shall be proposed by a majority of the Board of Directors.

(b) The President, or acting Chief Executive Officer of the Association in the absence of the President, shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which the Board of Directors approve the amendment proposal. Each Member shall be given written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association. At such time as there is no Class B Members, the amendment or amendments proposed must be approved by an affirmative vote of at least two-thirds (2/3) of the Class A Members in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be tiled in. the Office of the Secretary of State of the State of Florida and recorded in the public records of Duval County, Florida.

ARTICLE XII. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for

reimbursement or indemnification hereunder is based upon a settlement by the Director of officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII. NONPROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIV.
RULES OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section *62-330.310* Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV. DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section *62-330.310,* Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

ARTICLE XVI. ANNEXATION

Annexation of additional properties, mergers, and consolidations, mortgaging of Common Area, if any, dissolution and amendment of the Articles, requires prior approval of the Veterans Administration, Federal Housing Administration, or Federal National Mortgage Association, so as long as there is a Class B membership.

ADOPTION OF AMENDMENTS

Date of adoptions: These Amended and Restated Articles of Incorporation are adopted as of the date this document is signed below.

There are no members or members entitled to vote on the amendment(s). These Amended and Restated Articles of Incorporation were adopted by the board of directors.

Dated: May 7, 2018

Signature: _____

Andy Allen, President

REGISTERED AGENT ACCEPTANCE

Having been named as registered agent to accept service of process for Sarah's Landing Homeowners Association, Inc., at the place designated herein, I am familiar with and accept the duties and responsibilities as Registered Agent on this 7 day of May, 2018.

REGISTERED AGENT

George Leone